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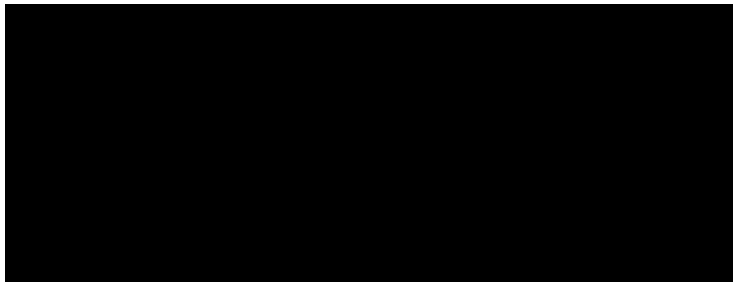
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]



Ohio Department of Mental Health and Addiction Services
Facsimile Cover Letter
DMHAS-0526

Please deliver the following page(s) to:

Name of Recipient KIA/ATTENTION: ASHLEY LEWIS CONSUMER AFFAIRS REP.		Phone (520) 770-4738	Fax
Date 9/26/2017	Time 10:58 AM 11:29 AM	Total Number of Pages including Cover Letter 5	

Confidential Information:

☐ "X" here if pages are confidential.

This message, including any attachments, is intended solely for the use of the named recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution of this communication is expressly prohibited. If this electronic transmission has reached you by mistake or you are not the intended recipient, please contact the sender at your earliest convenience at the telephone number listed above

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Mileage	Primary Use For Which Purchased
USED	2014	KIA SOUL	[REDACTED]	☐ estimate ☒ actual <u>26740</u>	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural ☐ _____

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 13.35 %	FINANCE CHARGE The dollar amount the credit will cost you. \$2295.83	Amount Financed The amount of credit provided to you or on your behalf. \$6105.97	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$8401.80	Total Sale Price The total cost of your purchase on credit, including your down payment of \$10000.00 is \$18401.80
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Number of Payments	Amount of Payments	When Payments Are Due
60	140.03	Monthly beginning 10/12/15

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

[illegible]

Total other charges and amounts paid to others on your behalf	\$ 682.50	(2)
3. Total cash price (1 + 2)	\$ 1105.97	(3)

will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the

Total downpayment = (if negative enter "0" and see line 2D above) \$0000.00 (4)
5 Unpaid balance of cash price (3 minus 4) \$6105.97 (5)
6 Insurance
A Cost of optional credit insurance
paid to the insurance company or companies
Life \$ N/A
Disability \$ N/A \$ N/A
B Other optional insurance paid to Insurance Company or Companies \$
Total Insurance charges \$ N/A (6)
7 Amount financed (principal balance) (5 + 6) \$6105.97 (7)
8 Finance charge \$2295.83 (8)
9 Total of payments (time balance) (7 + 8) \$8401.80 (9)

Buyer Signature _____ Date _____
X
Co-Buyer Signature _____ Date _____
THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.
Returned Check Charge: You agree to pay a charge not to exceed \$20 if any check you give us is dishonored.

Amount of Security Interest Recording Fee Paid in Cash \$ N/A

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 2E of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract _____
I want to buy a gap contract.
Buyer Signs **X**

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year _____ SELLER'S INITIALS _____

☐ If checked, a limited right to
You agree that we have _____
this contract within this time period.
date we assign the contract or the
this limited right to cancel.

cancel

contract to assign this contract. If we are unable to assign
st. This limited right to cancel will end at the earlier of the
see the back of this contract for important terms of

Co-Buyer Initials _____

State law does not provide _____
you may only cancel it if the seller agrees, if this contract is subject to the limited right to cancel described
above, or for legal cause. You cannot cancel this contract simply because you change your mind. This notice
does not apply to home solicitation sales.

PERIOD

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part

HOW THIS CONTRACT CAN BE CHANGED. This contract _____ must be
in writing and we must sign it. No oral changes are binding.
If any part of this contract is not valid, all other parts stay valid.
we may extend the time for making some payments without _____
See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

_____ before you signed this contract, we gave it to you, and you were
completely filled-in copy when you signed it.

Co-Buyer Signs **X** _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here **X** _____ Address _____

Phone 513-677-6700

KINGS KIA

22883

80

Deal No. 22883**VEHICLE PURCHASE CONTRACT
AND/OR DEPOSIT RECEIPT**Date 09/12/15Cust. No. 4856708

9600 Kings Automall Road - Cincinnati, Ohio 45249

Salesperson COLSTON, JAMIE

The undersigned (Purchaser) hereby agrees, under the terms and conditions set forth below, to purchase from Kings Kia (Seller) the following vehicle:

Order #

SLP2
VEHICLEW ☐ DEMO ☐ RENTAL UNIT ☒ USED

2014 Make KIA Stock No. K4508031

SOUL Body Type WG

GRAY Top Trim

TRADE-IN (1)		PURCHASE	
N/A Make		Selling Price	14372.00
Model		Protection Package	N/A
Vin #		Added Equip.	N/A
Mileage		Doc Fee	250.00
Stock #		Ext Serv Agrmt	N/A
TRADE-IN (2)			N/A
Yr Make		TIRE GU	399.00
N/A Model			N/A
Vin #		SUB TOTAL	15021.00
Mileage		Sales Tax	1051.47
Stock #		New License ☐	N/A
Combined Allowance	N/A	Trans ☐	18.50
Deposit	10000.00	Temp ☐	15.00
Cash Due	N/A	Title ☐	
	N/A		
		TOTAL CASH PRICE	16105.97
TOTAL CREDITS	10000.00		(10000.00)

TERMS AND CONDITIONS

- The odometer of the purchased vehicle currently reads 26740 miles and is accurate to the best of Seller's knowledge.
- This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.
- In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any downpayment, deposit, or trade-in vehicle against such damages.
- Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time this contract was executed and Purchaser delivered the trade-in to Seller.
- Seller acknowledges receipt of the above deposit and will hold this or a similar vehicle until 09/12/15. Deposit is refundable only upon purchase of this or another vehicle from Seller.
- None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser. This contract shall be construed under Ohio law.

NEGATIVE EQUITY TRANSFER AGREEMENTI/WE ACKNOWLEDGE THE BALANCE OWED ON THE TRADE-IN VEHICLE EXCEEDS ITS ACTUAL CASH VALUE. I/WE AGREE TO TRANSFER \$ N/A OF THE TRADE-IN PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE.

X

Purchaser(s)

WARRANTY INFORMATION

THE ONLY WARRANTY ON THE VEHICLE IS THAT WHICH IS SUPPLIED BY THE VEHICLE MANUFACTURER, UNLESS THE SELLER, KINGS KIA, FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF. IN ALL CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS.

TRADE-IN BALANCE OWED TO		TRADE-IN PAYOFF	N/A
N/A			
☐ SPOT DELIVERY Purchaser agrees that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's Installment and/or Security Agreement is part of this Vehicle Purchase Contract. Initials <u>X</u>		BALANCE DUE	6105.97

- FOR OFFICE USE ONLY -

ACV.

UNPAID BALANCE OF CASH
PRICE DUE FROM

C.

ALLY FINANCIAL

D.F.M.

PO BOX 8133

COCKEYSVILLE MD 21030

purchaser
Initials DUE BILL is part
of this contractACCEPTED
KINGS KIAby 12416894purchaser
Initials HOLD CHECK
agreement is part
of this contract



September 26, 2017

Capital One Auto Finance
7933 Preston Road
Plano, TX 75024
1-800-946-0332

YOUR ACCOUNT STATUS

Account Number:

Vehicle:

VIN:

Dear [REDACTED]

Thank you for recently contacting us to validate your account status. Below is the account information you requested, which is valid as of 9/26/2017. Please note, should any transactions post to your account or the status of your account change, this notice may no longer be valid.

- **Account Status:** Your account is current.
- **Payment Amount:** \$157.36

If you have any questions, please contact us at **1-800-946-0332**, Monday through Friday, from 8:00 a.m. to 9:00 p.m. Eastern Time.

Sincerely,

Capital One Auto Finance

This communication is from a debt collector and is an attempt to collect a debt; any information obtained will be used for that purpose.

Capital One Auto Finance is a division of Capital One, National Association, and services the following Capital One affiliated company: Onyx Acceptance Corporation.



Kia Motors America, Inc.
Corporate Headquarters
111 Peters Canyon Road
Irvine, CA 92606-1790 USA
T 1 949 468 4800 F 1 949 468 4905

September 28, 2017

[REDACTED]

Thank you for contacting Kia Motors America (KMA). We appreciate your feedback and value this opportunity to hear directly from you. This letter is in response to your request for assistance and subsequent communication. On behalf of KMA, please accept our apologies for any inconveniences you have experienced regarding your Kia vehicle. I have carefully reviewed your case history and would like to propose the following resolution:

1. Kia shall reimburse you two (2) car payments totaling \$280.06 as a gesture of goodwill for any inconveniences you have experienced and consider your claim fully settled.
2. All settlements will require a signed release before any funds are distributed. All vehicle warranties would remain in full effect as stated in the vehicle's Warranty and Consumer Information Manual.

Please advise of your acceptance of this goodwill offer by signing this letter where indicated below and returning it to me via fax at (520) 770-4786 or scan and email to AshleyLewis@kiaconsumeraffairs.com. Please allow 30-45 days for completion of this process.

This offer is valid through October 28, 2017. Thank you for your courtesy and cooperation.

[REDACTED]

Escalated Case Representative
Phone: (520) 770-4738 Fax: (520) 770-4786
Email: AshleyLewis@kiaconsumeraffairs.com

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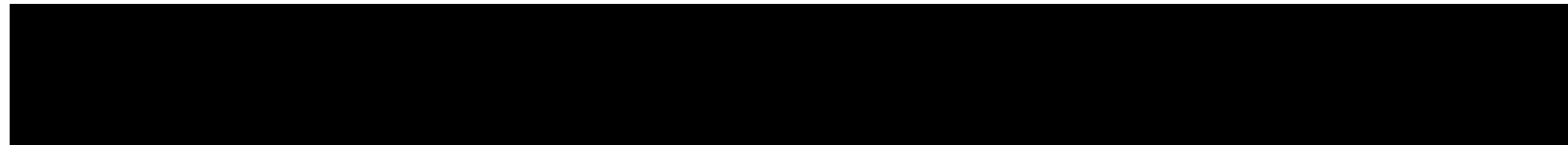
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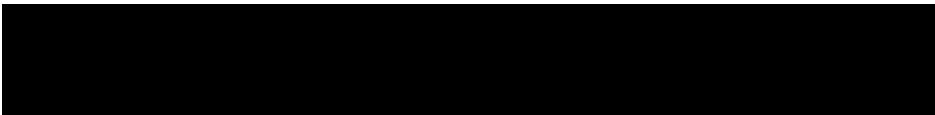
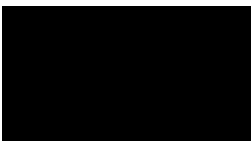
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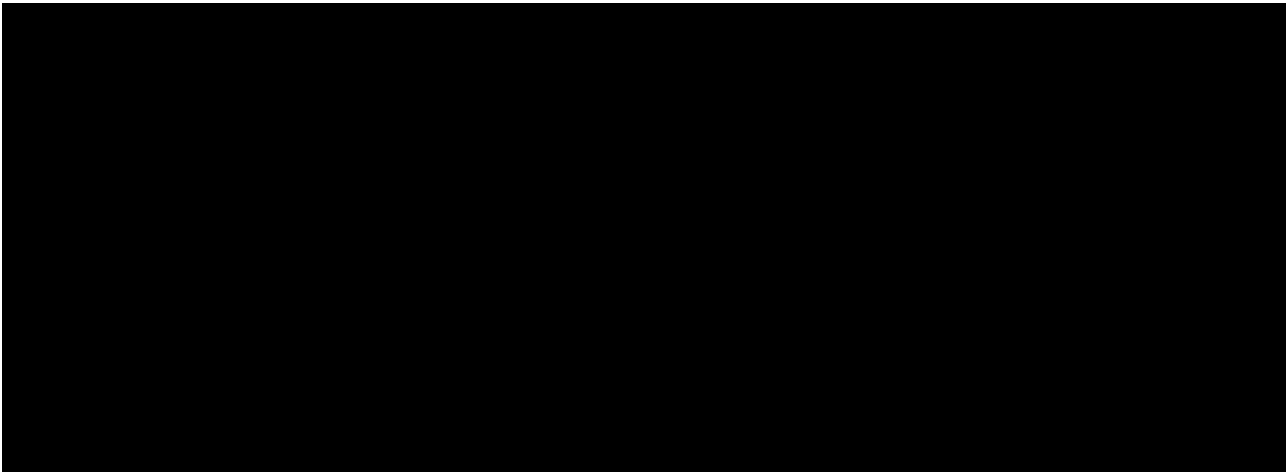
[REDACTED]

[REDACTED]

[REDACTED]







USED VEHICLE INFORMATION:

USED Date of Purchase
(or N/A) :

9/12/2015

USED Mileage
at Purchase (or N/A) :

26,740

CPO
(Yes/No or N/A) :

No

Mos. of USED Ownership
(or N/A) :

38

Notes:

Last Modified By:

Ashley Lewis

OH : 18K miles/12 months - 1, 3, 8 or more repairs/30 calendar days - no final repair - title branding Used -YES (if w/in LL period)									
Servicing Dealer Code	OH043	OH043	OH043	OH043	OH043				Totals
RO Number	124706	125390	125946	126621	127269				
RO In Date	7/5/2017	7/20/2017	7/3/2017	8/21/2017	9/5/2017				
RO Out Date	7/6/2017	7/27/2017	7/11/2017	8/25/2017	9/20/2017				
Days Out of Svc.	2	8	9	5	16				40
Mileage In	51,005	51,304	51,426	51,576	51,580				
Mileage Out	51,005	51,310	51,426	51,576	51,580				
Miles Driven	0	6	0	0	0				6
Towed In? (Yes/No)	No	No	No	No	No				
Days Rental Provided	0	8	9	0	0				17
TL Case Number (or N/A)	N/A	N/A	N/A	N/A	N/A				
DPSM Contacted? (Yes/No)	No	No	No	No	No				
FTS Involved? (Yes/No)	No	No	No	No	No				
Service Alert Opened? (Yes/No)	No	No	No	No	No				
Stated Concerns:									
1	Maintenance		LOF						
2	SC / SA	SC144 Hub Nut Replacement							1
3	Car will not start	Battery replaced (CP)							1
4	Instrument cluster lighting intermittently going on and off	CND	Performed TSB ELE093		Pitstop P5483 completed, R&R master light switch				3
5	Exterior lighting intermittently going on and off while driving	CND	R&R both headlamp bulb sockets						2
6	Parking lights come on by themselves at times			R&R IPM / Junction Box					1
7									
8									
9									
10									
NOTE:									
Totals		2	2	2	1	1			8

* = Related Repair

CND = Could Not Duplicate
CP = Customer Pay (Non-Wty Repair)
NRM = No Repair Made

NVO = Normal Vehicle Operation
SC = Service Campaign
SOP = Special Order Part