

Howell, Rosa (NHTSA)

From: [REDACTED]
Sent: Friday, April 26, 2019 6:49 PM
To: Kia-Consumer-Assistance-Center@kiausa.com
Subject: Re: Kia Consumer Assistance Center Case# [REDACTED]
Attachments: IMG_20190426_0001.pdf; IMG_20190426_0002.pdf; IMG_20190426_0004.pdf; IMG_20190426_0005.pdf

Here are the papers that are signed and thank you for helping us with this. Please let us know how long it will approximately take to receive this check.

Have a great weekend
[REDACTED]

On Fri, Apr 26, 2019 at 2:36 PM <Kia-Consumer-Assistance-Center@kiausa.com> wrote:

Thank you for contacting Kia Motors America. We are in receipt of your e-mail and one of our representatives will get back to you shortly.

Sincerely,
Kia Motors America

The information in this email and any attachments are for the sole use of the intended recipient and may contain privileged and confidential information. If you are not the intended recipient, any use, disclosure, copying or distribution of this message or attachment is strictly prohibited. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses. If you believe that you have received this email in error, please contact the sender immediately and delete the email and all of its attachments.



Kia Motors America, Inc.
Corporate Headquarters
111 Peters Canyon Road
Irvine, CA 92606-1790 USA

Sent via email to: [REDACTED] >

April 26, 2019

[REDACTED]
[REDACTED]
Fort Irwin, CA [REDACTED]

Re: Message or Request ID: [REDACTED]
Last Name: [REDACTED]
Email: [REDACTED]

2016 Kia Sorento LX
VIN: 5XYPGDA39GG [REDACTED]

Dear Mr. and Mrs. [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 with regard to your Kia vehicle. I have carefully reviewed your case history and would like to propose the following resolution(s):

1. Kia will provide 4 car payment reimbursements at \$485.09 each, for a **total of \$1,940.36** 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 submitting it directly via our Kia Consumer Assistance Center, online. (To do so, please visit <https://ksupport.kiausa.com/ConsumerAffairs> and select the option to "Add Note or Attachment to Existing Case.") Alternatively, you may submit your document(s) via email or fax.

This offer is valid through May 10, 2019.

Please allow 30-45 days for completion of this process. Thank you for your courtesy and cooperation.

WE ACCEPT THE OFFER AS STATED HEREIN:

Dany Chittamany
Kia Motors America, Inc.
Consumer Affairs
Phone: (949) 468-4634
Fax: (949) 299-3207
Email: dchittamany@kiausa.com

By: [REDACTED]

Acceptance Date: 4-26-19

By: [REDACTED]

Acceptance Date: 4-26-19

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as the "Agreement") is entered into by and among the following parties: (1) [REDACTED] (hereinafter referred to as "Claimant"); and (2) Kia Motors America, Inc. (hereinafter referred to as "Kia").

RECITALS

- A. A dispute has arisen between Claimant and Kia regarding a 2016 Kia Sorento LX bearing vehicle identification number 5XYPGDA39G[REDACTED] (hereinafter referred to as "Subject Vehicle").
- B. Claimant has complained of irregularities, misrepresentations, defects, non-conformities and problems relating to the Subject Vehicle.
- C. Claimant and Kia wish to settle all existing disputes as well as any and all past, present, future, and known and unknown disputes regarding the Subject Vehicle.
- D. It is understood that the manufacturer's existing warranties on the Subject Vehicle will remain effective only as to Claimant's right to obtain repairs covered under the warranty.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements herein contained, the parties hereto agree as follows:

AGREEMENT

- 1. Kia shall pay Claimant the sum of \$1,940.36 by means of a company check. This amount is inclusive of costs and expenses, if any, incurred by Claimant.
- 2. It is understood and agreed that this settlement is a compromise of disputed claims and does not constitute an admission of liability on the part of Kia.
- 3. Claimant hereby releases and fully discharges Kia, Kia Motors America, Inc., Kia Motors Manufacturing Georgia, Inc., Kia Motors Corporation, Kia authorized repair facilities, any seller or selling dealer of the Subject Vehicle, claimant's finance company, and any and all other defendants and potentially liable parties, and each of their predecessors, successors, subsidiaries and affiliated entities, parents, partners, officers, directors, shareholders, agents, employees, representatives, attorneys, successors and assigns, past and present, and each of them (hereinafter referred to as the "Releasees") from any and all claims, demands and causes of action of any and every kind and nature, without limitations, whether known or unknown, suspected or unsuspected, which Claimant now owns or holds or at any time hereafter may accrue or otherwise acquire against the Releasees arising out of, resulting from, or in any way related to the above Recitals. In the event Claimant has filed any action, lawsuit, litigation, claim or complaint, legal, administrative or otherwise, with respect to this matter, Claimant hereby agrees to dismiss said action, lawsuit and/or litigation with prejudice as to all parties and/or to withdraw said claim or complaint forthwith.
- 4. Section 1542 of the California Civil Code provides that:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Claimant knowingly and voluntarily waives the provisions of §1542, and acknowledges and agrees that this waiver is an essential and material term of the Agreement that led to it, and that, without such waiver, the settlement would not have been entered into. Claimant acknowledges his/her understanding that the effect of the Agreement is to waive and release all future potential claims for damages which were or may have been suffered but which have not yet manifested themselves.

5. Claimant further expressly understands and agrees that the signing of the Agreement shall be forever binding on Claimant and Claimant's agents, predecessors, successors, affiliates, assigns, heirs, personal representatives, executors, administrators, attorneys, employees, agents, servants and insurers, and no rescission, modification or release of the undersigned from the terms of the Agreement will be made for any mistakes as set forth herein. Claimant further warrants that no promise or inducement has been offered except as herein set forth and that the Agreement was executed without reliance upon any statements or representations by Kia. Claimant warrants that he/she is legally competent to execute this Agreement.

6. Claimant hereby agrees to indemnify, defend, and hold harmless Kia from all loss, cost, claim or expense (including but not limited to all expenses of investigation and defense of any such claims or action, including reasonable attorneys' fees and expenses) arising in any manner out of or in any way related to Claimant's purchase, sale, lease, repair, operation, maintenance and/or other damage relating to the Subject Vehicle referenced in the claim, and to pay and satisfy any judgment resulting therefrom or any such claim or action.

7. Claimant acknowledges that he/she has not been influenced to any extent in entering into the Agreement by any representations or statements regarding any such action, claim, demand or cause of action made by any party. Claimant acknowledges that he/she has had the opportunity to consult with his/her attorneys, and that he/she has voluntarily executed the Agreement after independent investigation and without fraud, duress or undue influence.

8. The Agreement constitutes the entire understanding between the parties hereto, pertaining to the subject matter hereof, and fully supersedes any and all prior agreements and understanding, whether written or oral, between the parties.

9. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce this settlement or to address any cause of action arising from the facts contained in the Agreement will be filed in the Superior Court of California, County of Orange. If any such action is not filed in the Superior Court of California, County of Orange, Claimant agrees to the transfer of venue to the County of Orange. All parties voluntarily agree to jurisdiction in said court.

10. Each party hereto shall bear its own attorney's fees, expenses and costs in connection with the matters and documents referred to herein and all related matters, except as may be provided in Paragraphs 1 and 6 above.

11. In consideration of the mutual benefit to the Claimant and Kia and other consideration the receipt of which is acknowledged, Claimant and Kia agree to keep the financial terms of this settlement and agreement **STRICTLY CONFIDENTIAL**. However, nothing contained in this paragraph shall prohibit any party or attorney to this agreement from disclosing the financial terms of this settlement or agreement to their respective insurance carriers, accountants, the parties or courts of competent jurisdiction in furtherance of the legal process or as otherwise required by a legal duty or obligation owed by Claimant or Kia, or to others.

Print Claimant's Name: [REDACTED]

Signature: _____

Date: 04-26-19

Print Claimant's Name: [REDACTED]

Signature: _____

Date: 4-26-19