INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA),

Consumer Assistance Center Case Report

06/23/2022 01:09:23 PM

Case Details

Title: Lawsuit: Estrada

VIN:

Mileage: 67,989

Status: Open

Year: 2020

Model: TELLURIDE LX V6 FWD AUTO

Priority: Escalated

Severity: High

Call Source: Lawsuit

Owner: Brayden Moore

Case Type Level1: Complaint

Case Type Level2: Quality

Case Type Level3: Others

Code: CA211

Name: Riverside KIA

ff's

Techline Assistance Center Case Report

[redacted]

Case Numbe [redacted]

04/03/2022 08:49:14 AM

Vehicle Data

Model/Year: 2020 TELLURIDE
Engine: 3.8L V6
Model Code:
VIN [redacted]
Mileage: 49,776
Repair Date: 07/07/2021
Prod Date: 09/27/2019
Warranty Start Date: 10/19/2019
RO Number: 6071292
Port Options:
Factory Options:

Freeze Frame Data		
STFT Bankk1:	**LTFT Bank1:**	**Fuel Status Bank:**
STFT Bank2:	**LTFT Bank2:**	**Fuel Status Bank 2:**
RPM:	**Coolant Temp:**	**CALC Load:**
Vehicle Speed:	**APS Sensor 1%:**	**APS Sensor 2%:**
Absolute TPS 1%:	**Absolute TPS 2%:**	**Engine Run Time:**

[redacted]

Case Details

Title: Lighting-Ext-Head light inop#
Symptom: Headlights Inop
System: Body Electrical
Component: Head Lamps
Resolution: Faulty Component
Category: Repair Assistance

Case History

[redacted]

n

ace

Attachments

********** End Case Report 14251934 **********

Consumer Assistance Center Case Report

[redacted]

Case Number - [redacted]

04/03/2022 08:48:54 AM

Case Details

[redacted]

Contact Details

[redacted]

M

Case History

[redacted]

1. Still trying to get ahold of dlr
2. We can reach out to dlr for more information

(Outbound to dlr)

Hung up due to excessive hold time

Wtr states:
1. We will need to follow back up and call back

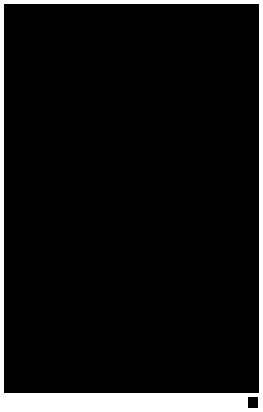
Cust states:
1. Thanks

*** Phone - Call - Outbound created on 03/05/2022 12:49:01 and created b
Called CA211 and no answer

*** Note - Others created on 03/22/2022 13:44:20 and created by Kimberly

<For Internal Use Only
ADL rcvd, see case #14711441>

*** Phone - Call - Outbound created on 03/26/2022 09:35:27 and created b
Called CA211 and no answer



Attachments

********** End Case Report 14544166 **********

Consumer Assistance Center Case Report

[redacted]

04/03/2022 08:46:40 AM

Case Details

Title: CLRA: Sahagun

VIN [redacted]

Year: 2020

Priority: Escalated

Owner: Brayden Moore

Case Type Level1: Complaint

Case Type Level2: Quality

Case Type Level3: Others

Case Type Level4: Other

Mileage: 63,332

Model: TELLURIDE LX V6 FWD AUTO

Severity: High

Owner Email [redacted]

Status: Open

Call Source: Attorney Demand Letter

Contact Details

[redacted]

one:

[redacted]

Code: CA211

Name: Riverside KIA

Case History

[redacted]

*** Letter
NCA rcvd
1.My nam [redacted] has retained me to pursue his legal clai
relating to the 2020 Kia T [redacted] purchased on or around November 2019.
2.Almost immediately afte [redacted] urchase of the Telluride, and well within the applicable express and implied warranty pe
discovered that the Telluride suffers from serious mechanical defects and malfunctions.

[redacted]

*** 03/23/2022 13:32:00 (GMT-08:00) Pacific Time (US & Canada) ***
Accepted from Queue Western Region Admin to WIPBin 0. New Cases b

[redacted]

*** Note - Others created on 03/25/2022 18:00:11 (GMT-08:00) Pacific Ti
CLRA received. Legal department is requesting RO, RO-Review, sales j
counsel and/or customer and any arbitration, BBB material or any other cu

Attaching & dispatching for doc gathering

*** 03/25/2022 18:01:27 (GMT-08:00) Pacific T
Assigned to WIPBin Auto Assigned of Christin
Reason:

*** 03/28/2022 06:04:02 ***
Dispatched from WIPBin Auto Assigned to Qu

[redacted]

*** 03/28/2022 18:40:35 ***
Accepted from Queue Lawsuit Cases to WIPBin Default by [redacted]

*** Email - External Email Received created on 04/03/202
Email from dealer:
1 Dlr provided RO information

Attachments

[redacted]_(14711441,WE).pdf

[redacted]ort 14711441 **********

Electronically FILED by Superior Court of California, County of Riverside on 05/09/2022 02:51 PM
Case Number CVRI2201868 [redacted] Jr., Executive Officer/Clerk of the Court By Araceli Amezcua, Clerk

[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

[redacted]
Individual;

Plaintiff

vs.

[redacted]

KIA AMERICA,

A California Corporation;

AND DOES 1-50, INCLUSIVE

Defendant(s)

Case No [redacted]

ASSIGNED FOR ALL PURPOSES:
Hon.:
Dept.:

COMPLAINT OF JOSE LOUIS ESTRADA FOR:

1. Unfair Practices Prohibited by CLRA
2. Breach of Warranty Contract
3. Fraud: Intentional Misrepresentation
4. Song-Beverly Act Remedy

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[redacted] r "Plaintiff" or "Plaintiff [redacted] brings this Complaint against Defendant Riverside Kia ("Riverside") and Kia America ("Kia") (also "Defendant(s)") regarding a 2020 Kia Telluride [VIN [redacted]

("the Car") in the Superior Court of the State of California for the County of Riverside and alleges as follows:

[redacted]TIES, JURISDICTION, AND VENUE

[redacted]s an adult man and a natural person residing in Riverside County, California.

3. Defendant Riverside Kia is a car dealership located at 8100 Auto Drive, Riverside, CA 92504 and is believed to be part of a national chain of used automobile dealerships.

4. Defendant Kia America is the American sales, marketing, and distribution arm of Kia Corporation. Their office is located at 111 Peters Canyon Rd, Irvine, CA 92606.

5. The true names and capacities of certain other Defendants ("Does") are unknown to Plaintiff currently. Plaintiffs are informed and believe that each and every "Doe" Defendant is responsible in some manner for the acts and omissions alleged herein. Plaintiffs will provide the true names of each "Doe" Defendant they have been determined.

6. Each paragraph in this Complaint is incorporated by reference in each other paragraphs. Each allegation for each cause of action is incorporated by reference in every other cause of action. Despite the labels on the cause of action and section headings and dividers, the complaint, and the remedies sought are to be read as one unit.

7. To the extent any cause of action stated herein is insufficiently plead, but that such lack of sufficiency can be satisfied by other allegations stated in the Complaint, that other allegation is incorporated by reference into the insufficient cause of action to cure the insufficiency.

8. [redacted]s informed, believes, and thereon alleges that the above-entitled Court is the proper Court for this action because the acts and occurrences complained of occurred in the City of Riverside, California, and that the amount claimed is in excess of the jurisdictional minimum of this Court.

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FACTS COMMON TO ALL CAUSES OF ACTION

9. On or around October 2019, [redacted] purchased the car from Defendant Kia Riverside with approximately seventy-seven (77) miles on the car's odometer, with a vehicle service warranty.

10. [redacted] purchased an extended warranty from Defendant called the "PLATINUM SERVICE CONTRACT" ("Service Contract"). **[EXHIBIT A]**

11. The Service Contract was to last twelve months or 100,077 miles, whichever occurred first. When the automobile was purchased, the odometer of the Car read 77 miles.

12. On Page 2 of the Service Contract, in the very second paragraph, section headed **"SERVICE CONTRACT COVERAGE"** provides: ". . . In the event of a MECHANICAL breakdown, WE agree to make repairs or reimburse YOU for the cost of parts and labor or replace a Covered Part . . ."

13. Shortly after purchase, on or around November 29, 2019, the Car's check engine light appeared, causing [redacted] to take the Car to Defendant Riverside Kia's Service Center for diagnosis.

14. Then, on or around June 8, 2021, Plaintiff took the Car to Defendant's service center because the Car had begun to stall whi[redacted]as driving it. The Defendant Riverside Kia's Service Center noted a key internal mechanical failure had occurred.

15. On or around July 7, 2021, Plaintiff took the Car to Defendant Riverside Kia's service center because the Car's high beam lights were, again, not working; the Car's check engine light was back on; and the Car had died a few times whil[redacted]as driving it.

16. Later in July of 2021, the Car's Check Engine Light turned on and the vehicle stopped working again while Plaintiff was operating the vehicle.

17. On or around November 27, 2021, Plaintiff took the Car to Defendant Riverside Kia's service center, and the Service Advisor noted that the Car's rotors were "unable to m[a]chine."

18. Finally, on or around February 2, 2022, Plaintiff took the Car to Defendant Riverside Kia's service center because the Car was leaking oil.

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19. Plaintiff's Car suffered a catastrophic failure of its battery and alternator while driving on a public road.

20. Plaintiff has taken the Car in to the Defendant Riverside Kia's service center at least **six** different times.

21. Plaintiff has repeatedly appealed to both Defendant Riverside Kia and Defendant Kia America to honor their contract since the Car has suffered catastrophic breakdowns well within the warranty's coverage period. Defendant Riverside Kia and Kia America has failed to honor their contract with Plaintiff.

FIRST CAUSE OF ACTION

UNFAIR PRACTICES UNDER CLRA, §§ 1750 – 1784 CC

(Against Defendant(s) Riverside Kia and Kia of America)

22. Plaintiff incorporates by reference each and every allegation contained in each paragraph above as though set forth herein.

23. Plaintiff alleges that both Defendant(s) Riverside Kia and Kia America violates the California Consumer Legal Remedy Act ("CLRA") through their unfair practices.

24. Plaintiff acquired, or sought to acquire, by purchase or lease, the Car for personal, family, or household purposes;

25. Defendant Riverside Kia represented that the Car was of sound mechanical condition and a reliable means of transportation. This representation was false because the severe mechanical problems the Car suffered almost immediately after being driven off Defendant's lot rendered the Car undrivable.

26. Defendant Riverside Kia violated California Civil Code 1770(a)(7) et al. by representing that the Car was of a particular standard, quality, or grade, when the actual Car delivered to the Plaintiff fell far below particular standard, quality, or grade of mechanical reliability represented to the Plaintiff by Defendant's sales staff. The Car suffered catastrophic mechanical failures.

27. Plaintiff was harmed by Defendant Riverside Kia's unfair practices because Plaintiff relied on Defendant's representation of the Car's reliability in their decision to purchase

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the Car. The Plaintiff relied upon the Defendant's representations regarding the Car's reliability and the Defendant's representation was a substantial factor in Plaintiff's decision to purchase the Car. Plaintiff would not have otherwise purchased the Car from the Defendant Riverside Kia had the Plaintiff been accurately informed by Riverside Kia that the Car would suffer catastrophic mechanical defects which would render the Car undrivable.

28. Plaintiff has incurred costs and damages addressing the catastrophic mechanical failures of the car.

Plaintiff has given notice of the particular alleged violation of Section 1770. **[EXHIBIT B]**

SECOND CAUSE OF ACTION

BREACH OF CONTRACT

(Against Defendant(s) Riverside Kia and Kia of America)

29. Plaintiff [redacted] incorporates by reference each and every allegation contained in each paragraph above as though set forth herein.

30. Plaintiff and Defendant Riverside Kia entered a Service Contract.

31. Plaintiff [redacted] did all, or substantially all, of the significant things that the contract required Plaintiff [redacted] o do.

32. The Car which Plaintiff [redacted] purchased from Defendant Riverside Kia was still within the Service Contract's coverage period when it suffered catastrophic mechanic failures, meaning that all conditions required by the Service Contract for Defendant's performance were met.

33. Defendant failed to reimburse Plaintiff [redacted] for the to remedy the covered breakdown of the Car as required by the Service Contract.

34. Plaintiff [redacted] has been harmed because of the money the Plaintiff [redacted] has had to spend dealing with the consequences of the Car's breakdown.

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35. The Defendant Riverside Kia's breach of contract has been a substantial factor in causing the Plaintiff [redacted] harms because the Plaintiff [redacted] would not otherwise have had to spend money on the consequences of the Car's breakdown if the Defendant had honored the Service Contract.

THIRD CAUSE OF ACTION

FRAUD: INTENTIONAL MISREPRESENTATION

(Against Defendant(s) Riverside Kia and Kia of America)

36. Plaintiff [redacted] incorporates by reference each and every allegation contained in each paragraph above as though set forth herein.

37. Plaintiff [redacted] claims that Defendant Riverside Kia made a false representation regarding the reliability of the Car which has harmed Plaintiff [redacted]

38. Defendant represented to Plaintiff [redacted] that the Car was reliable and was not prone to catastrophic mechanical failures or breakdowns.

39. Defendant's representation regarding the Car's mechanical reliability was false as evidenced by the catastrophic mechanical breakdowns suffered by the Car soon after the Car was taken off the lot.

40. Defendant Riverside Kia knew that their representation of the Car's reliability to Plaintiff [redacted] was false because Riverside Kia carefully inspects their automobile inventory before sales and accordingly made all representations regarding the Car's reliability to Plaintiff [redacted] without any regard for their truth.

41. Plaintiff [redacted] reasonably relied on Defendant Riverside Kia's representations regarding the Car's reliability because Riverside Kia holds itself out to be an expert in used cars sales.

42. Plaintiff [redacted] was harmed because he had to spend money out of his own pocket which should have been covered under warranty.

43. Plaintiff [redacted] reliance on Riverside Kia's representation was a substantial factor in causing Plaintiff's harms because Plaintiff would not have otherwise purchased a

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mechanically unreliable automobile like the Car he purchased from Riverside Kia had Plaintiff known about the true mechanical condition of the Car.

FOURTH CAUSE OF ACTION

SONG-BEVERLY ACT REMEDY

(Against Defendant(s) Riverside Kia and Kia of America)

44. Plaintif[redacted] incorporates by reference each and every allegation contained in each paragraph above as though set forth herein.

45. Plaintiff[redacted] claims that he was harmed by Defendant Riverside Kia's failure to repurchase or replace the Car after a reasonable number of repair opportunities.

46. Plaintiff[redacted] urchased the Car from Defendant Riverside Kia.

47. Defendant Riverside Kia gave Plaintiff[redacted] warranty by making a written statement that the Car was reliable, and that Defendant Riverside Kia would pay for or buy back the Car if the Car suffered an irreparable breakdown.

48. The Car suffered a serious mechanical breakdown shortly after leaving Defendant Riverside Kia's lot.

49. Plaintiff[redacted] elivered the Car to Defendant Riverside Kia or its authorized facilities for repairs immediately after the Car developed mechanical problems.

50. Defendant Riverside Kia or its representative(s) failed to repair the Car after a reasonable number of attempts at fixing the Car.

51. Defendant Riverside Kia did not replace the Car or reimburse Plaintiff[redacted] an amount of money equal to the purchase price of the Car, less the value of its use by Plaintiff[redacted]

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WHEREFORE, this Plaintiff [redacted] prays:

1) For a determination that Defendant(s) Riverside Kia and Kia of America are liable for unfair practices under the CLRA;
2) For a determination that Defendant(s) Riverside Kia and Kia of America is liable for Breach of Contract;
3) For a determination that Defendant(s) Riverside Kia and Kia of America is liable for Intentional Misrepresentation;
4) For a determination that Defendant(s) Riverside Kia and Kia of America have failed to remedy Plaintiff's harms as required by the Song Beverly Act;
5) For an injunctive order seeking specific performance of the Service Contract's language requiring Defendant(s) Riverside Kia and Kia of America to pay for the harms suffered by Plaintiff [redacted]
6) For Defendant to be ordered to pay restitution to Plaintiff to cure the harms suffered by Plaintiff;
7) For either Preliminary/Permanent Injunctions as prayed for above;
8) That Plaintiff be awarded costs, including attorneys' fees for enforcing this lawsuit;
9) For punitive damages against all Defendants; and
10) For such other and further relief as the court may deem proper.

Respectfully submitted May 9, 2022, by:

KIAN LAW GROUP

[redacted]

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EXHIBIT A

Chat with the Dealer Assistance Team > Click the bubble at the bottom right of your screen to get started.

Click on the "RHT" tab to start using the new RHT claims initiation tool. Learn more.

VIN

[redacted]

2020 KIA TELLURIDE

[redacted]

(SRV) Service - (PNP) Platinum [redacted] Form ID: K110 11/18 (Brand : KMA) | Sold By: Riverside Kia | **Contra** [redacted] Dealer Re[redacted]

Term: 10 Years

Purchase Date : 10-19-2019
Expiration Date : 10-19-2029

In Service Date : 10-19-2019
Invoice Date : 10-21-2019

Mileage: 100,000 Miles

Starting Mileage : 77 Miles
Expiration Mileage : 100,077 Miles

Deductible: $250

Options
(ZTF) $250 Deductible Option

(ESG) Theft / Appearance - (XGN) Green Appearance Protection New

999,999 Miles

10-19-2024

5 Years

10-19-2019

ACTIVE

[redacted]

[redacted]

PARTIES TO THIS SERVICE CONTRACT: The following **BOLD** print appearing throughout this Service Contract has the following meanings: **"YOU", "YOUR", "MY"** and **"I"** mean the customer named as Service Contract Holder on this Service Contract. **"WE", "US"** and **"OUR"** refer to Fidelity Warranty Services, Inc. ("FWS"), the obligor of this Service Contract.

SERVICE CONTRACT PERIOD: Coverage under this Service Contract begins on the SERVICE CONTRACT PURCHASE DATE and the CURRENT ODOMETER READING shown on this Service Contract. Coverage under this Service Contract expires: (1) based on **TERM** or **MILEAGE** (as shown on this Service Contract), whichever comes first; or (2) if/when the aggregate total of benefits paid/payable under the Service Contract exceeds the limits as set forth in the **LIMITS OF LIABILITY** section.

SERVICE CONTRACT COVERAGE: In the event of a **MECHANICAL BREAKDOWN, WE** agree to make repairs or reimburse **YOU** for the cost of parts and labor to repair or replace a Covered Part, less applicable deductible, subject to the terms, conditions, and limitations herein. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts. **IF THE MECHANICAL BREAKDOWN IS COVERED UNDER ANY WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), UPON REPAIR, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS SERVICE CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE, LESS APPLICABLE DEDUCTIBLE.** This Service Contract is not an insurance policy, a warranty, or a guarantee.

MECHANICAL BREAKDOWN: The failure of a Covered Part (as defined in **VEHICLE COVERED PARTS**) due to (1) faulty workmanship or materials supplied by the original vehicle manufacturer or distributor; or (2) a gradual reduction in operating performance as a result of normal wear and tear.

PLAN COVERAGE: The coverage plans described on this Service Contract are as follows: **POWERTRAIN, GOLD,** and **PLATINUM**. The coverage plan that applies to **YOUR** vehicle is determined by which box has been selected on this Service Contract.

VEHICLE COVERED PARTS
POWERTRAIN COVERAGE PLAN

ENGINE: All internally lubricated parts contained within the engine, plus the following: intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump, diesel injection pump, diesel oil controlled fuel injectors; thermostat; timing gears, chain or belt, and tensioner; oil pump; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve, boost pressure control, wastegate, recirculation and blow off valve; seals and gaskets.

TRANSMISSION/TRANSAXLE/TRANSFER CASE: All internally lubricated parts contained within the transmission, transaxle and transfer case, plus the following: all internal fasteners, nuts and bolts; shift cover and forks; bell housing, components within the bell housing; torque converter; external valve bodies, control units and solenoids; seals and gaskets.

DRIVE AXLE: All internally lubricated parts contained within the differential/axle housing(s), plus the following: cover; 4x4 locking hubs and electric or vacuum actuator; seals and gaskets.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS/HYDROGEN COMPONENTS: Electric motor/generator(s) all internal components; inverter/converter/transformer units including all internal components and cover; continuously variable transmission and all internal components; power split device and all internal components; reduction/reducer box and all internal components; seals and gaskets.

GOLD COVERAGE PLAN
(Includes POWERTRAIN Coverage Plan plus the following additional parts)

ENGINE: Oil pan; valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/flywheel and ring gear.

COOLING: Radiator, mounting brackets and coolant recovery tank; fan clutch, fan blades and motor; fan shroud; heater core; transmission oil cooler; engine oil cooler.

TRANSMISSION: Oil pan; detent cable; kickdown link; throttle cable; vacuum modulator; transmission mounts.

DRIVE AXLE: Constant velocity joints and boots; slip joint; front wheel drive axles/half-shafts and wheel bearings; u-joints; couplings; flex disc; prop shafts; center support bearings.

STEERING: Tie rods, idler and pitman arms, center/drag link, coupling and shafts; cooler lines; steering gear housing and internal parts; rack and pinion housing and internal parts; power steering pump and internal parts including reservoir; electric steering motor; power steering pump or electric steering motor mounting brackets; seals and gaskets.

BRAKES: Compensator/proportioning valve; metering valve; calipers; wheel cylinders; backing plate; brake adjusters and brake hardware; brake pedal, pedal lever and pedal pivot; parking brake linkage/ratchet assembly and cable; anti-lock braking system component parts including control processor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, yaw rate sensor, and pressure differential switch; master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings; brake pedal apply pin; seals and gaskets.

AIR CONDITIONING: Accumulator; receiver drier; automatic temperature control programmer; clutch assembly including coil, disc and pulley; control cables; cutoff switch; serpentine belt tensioner, bearing and pulley; condensor; compressor; evaporator; orifice/expansion valve; seals and gaskets.

FRONT/REAR SUSPENSION: Upper and lower control arms, shafts and bushings; upper and lower ball joints; struts; wheel bearings/hubs; spindle/steering knuckle and spindle support; coil and leaf springs, seats and bushings, leaf spring shackles; track bars, links and bushings; electronic level control components including pump, accumulator, lines, bags; stabilizer bar, links and bushings; kingpin; torsion bar, mounts and bushings; tension rods/radius arm.

ELECTRICAL: Front and rear wiper motor, transmission and linkage; power window motor; window regulators; power seat motor; steering column multi-function switch and individual switches for turn signal, headlamp, dimmer, wiper, washer and cruise control; clock spring/ spiral cable; mirror motor switch; brake light switch; neutral safety switch; glove box light switch; courtesy light switch; cooling fan relay; air control solenoid; air regulator valve; idle air control motor; electronic ignition module; ignition coil; engine distributor including shaft, gear, bushings and modules; electronic throttle control, gas pedal position sensor/assembly; throttle position sensor; vehicle speed sensor; manifold absolute pressure sensor; knock sensor and barometric pressure sensor; alternator; alternator mounting bracket, voltage regulator; starter motor, solenoid and drive.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS/HYDROGEN COMPONENTS: Motor/generator belt tensioner; drive motor dampener; voltage inverter reservoir; three-phase high voltage cables; hydraulic or electric regenerative braking system; hybrid/ EV/hydrogen battery (nickel-metal hydrate or lithium-ion drive propulsion battery) including the case and mounting hardware, junction block, main battery cable, and frame wire; onboard battery charging system including charge controller, plug in outlets, plug in cable, and trickle charger cable; electric AC compressor and motor; electric steering rack, gear, and motor; electro/hydraulic power steering pump and reservoir; hydrogen fuel cell stack; battery cooling pump; seals and gaskets.

PLATINUM COVERAGE PLAN

Includes the **POWERTRAIN** and **GOLD** Coverage Plans plus ANY OTHER **MECHANICAL BREAKDOWN** except for those items listed in the section **EXCLUSIONS FROM COVERAGE** and subject to the **LIMITS OF LIABILITY** section. All other terms and conditions of this Service Contract remain unchanged.

☆ ☆ ☆ ☆ ☆ ☆ ☆ ☆ ☆ ☆

ELECTRONIC CONTROL MODULE REPROGRAMMING: Includes reprogramming of Electronic Control Modules in conjunction with a covered repair and in standalone cases where reprogramming repairs a **MECHANICAL BREAKDOWN.**

ALTERNATE TRANSPORTATION: In the event **YOUR** covered vehicle cannot be repaired within the same day, **WE** will reimburse **YOU** up to a maximum of $40 per day for ten (10) days for the cost of alternate transportation incurred if required for a covered repair. **ALTERNATE TRANSPORTATION** coverage includes reimbursement for public transportation, rental car services or rideshare services using a legal business entity. **YOU** are responsible for obtaining a rental car or rideshare service from a licensed rental car agency, authorized dealer or an authorized rideshare service provider. **ALTERNATE TRANSPORTATION** COVERAGE IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING OR FOR WORK NOT COVERED BY THIS SERVICE CONTRACT. **YOU** MUST RECEIVE PRIOR AUTHORIZATION FOR ALTERNATE TRANSPORTATION. REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION OR AFTER TEN (10) DAYS, WHICHEVER OCCURS FIRST.

TOWING COVERAGE: YOU will be reimbursed up to $100 per **MECHANICAL BREAKDOWN** for towing expenses incurred from a towing company, if required due to a **MECHANICAL BREAKDOWN.**

TRAVEL BREAKDOWN: In the event of a **MECHANICAL BREAKDOWN, WE** will reimburse **YOU** for motel/hotel lodging and restaurant expenses incurred, commencing the day after the claim is reported to **US**, provided the **MECHANICAL BREAKDOWN** occurred in excess of 100 miles from home. Such reimbursement shall be limited to $100 per calendar day, up to $500 per occurrence. Reimbursement is limited to downtime repairs and ends at the date of repair completion.

DIAGNOSTICS COVERAGE: WE will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered **MECHANICAL BREAKDOWN**, not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**

RELATED DAMAGE COVERAGE: WE will pay for the replacement of brake pads, belts and hoses that are damaged and require replacement as a direct result of a **MECHANICAL BREAKDOWN.** This coverage includes disc brake rotor or brake drum resurfacing/replacement required as a direct result of a **MECHANICAL BREAKDOWN.**

FLUID COVERAGE: WE will pay for replacement of necessary fluids, oils, greases, lubricants and approved A/C gases that must be replaced in conjunction with a **MECHANICAL BREAKDOWN. THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

LIGHT DUTY COMMERCIAL USE COVERAGE: In order to qualify for Light Duty Commercial Use Coverage, the vehicle described on this Service Contract must be a passenger car, sport utility vehicle, van or pickup truck not exceeding one (1) ton capacity, and have no more than 35,000 odometer miles at the time of sale. Eligible usage is limited to company or pool vehicles used for business travel, site inspection, light delivery, service or repair, and snow removal provided **YOUR** vehicle is equipped for snow removal as recommended by the manufacturer. Cab/chassis, cutaways, stripped chassis, incomplete vehicles, branded title vehicles and any vehicles exceeding one (1) ton capacity are not eligible for coverage.

RIDESHARE COVERAGE: In order to qualify for Rideshare Coverage, the vehicle described on this Service Contract must be a passenger car, sport utility vehicle, van or pickup truck not exceeding one (1) ton capacity. Eligible usage is limited to **YOUR** personal vehicle for the purpose of carriage of passengers for hire. Cab/chassis, cutaways, stripped chassis, incomplete vehicles, branded title vehicles and any vehicles exceeding one (1) ton capacity are not eligible for coverage.

LIFT KIT COVERAGE: Provides coverage for vehicles with lift kits and associated parts.

TRANSFER: YOU may transfer this Service Contract to another owner, but not to another vehicle. To transfer this Service Contract, YOU must mail the following three (3) items to FWS within thirty (30) days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and YOUR authorization to transfer); (2) a legible copy of the front page of this Service Contract; and (3) a check for $40 payable to FWS, for the transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

DEDUCTIBLE AND UNCOVERED COSTS: For each repair visit, **YOU** will be responsible for the deductible amount selected by **YOU**, as shown on this Service Contract, and for any other costs not covered by this Service Contract. If no box is checked, the deductible will be $100. If **YOU** selected the reducing deductible option and return to the Selling Dealer to have repairs made, the deductible will be waived. If **YOU** selected the reducing deductible option and return to the Selling Dealer for repairs to find the Selling Dealer is out of business, **YOU** can have **YOUR** vehicle repaired elsewhere, and **WE** will waive the deductible per **YOUR** notification to **US** of the Selling Dealer's closure. When a **MECHANICAL BREAKDOWN** occurs that is covered by a manufacturer's warranty, upon repair, **WE** will reimburse **YOU** for the difference between **OUR** deductible and the manufacturer's deductible. **If the same Covered Part previously repaired under this Service Contract fails again, the deductible will be waived.**

CANCELLATION: This Service Contract may be cancelled by **YOU** at any time during the **SERVICE CONTRACT PERIOD**. To cancel this Service Contract, contact **YOUR** Selling Dealer or FWS in writing for instructions. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee of $50 that FWS will charge and retain. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee of $50 that FWS will charge and retain. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Service Contract will be terminated, and all rights and interests to cancel and obtain a refund under the Service Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Service Contract is cancelled by **US**.

EXCLUSIONS FROM COVERAGE: THIS SERVICE CONTRACT WILL NOT PAY OR REIMBURSE YOU FOR:

1. **ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE COVERED PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER OR BY A MANUFACTURER-APPROVED INSTALLER THAT CAUSES THE MANUFACTURER TO DENY A FACTORY WARRANTY CLAIM, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS, FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS (UNLESS LIFT KIT COVERAGE IS SELECTED ON THIS SERVICE CONTRACT), AFTERMARKET PERFORMANCE PARTS OR SYSTEMS);**
2. **ANY MECHANICAL BREAKDOWN CAUSED BY AN ACCIDENT, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, OR WARS;**
3. **THE REPAIR OR REPLACEMENT OF A COVERED PART IF THE PART IS COVERED, EITHER IN FULL OR AT REDUCED COST, UNDER ANY WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT BY THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE. SOLE COVERAGE FOR SUCH PARTS AND REPAIRS SHALL REST SOLELY WITH THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE, REGARDLESS OF WHETHER THE CLAIM IS HONORED OR REPAIR IS COMPLETED. IF THE REPAIR IS COMPLETED, REIMBURSEMENT FOR ANY CO-PAY OR DEDUCTIBLE DUE UNDER THE WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT IS AVAILABLE, LESS APPLICABLE DEDUCTIBLE, UPON REPAIR AND SUBMISSION OF ALL REQUIRED DOCUMENTS;**
4. **ANY INVOICE PRESENTED TO FWS FOR PAYMENT OF SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;**
5. **ANY CLAIM IF YOUR VEHICLE'S ODOMETER, SINCE THE SERVICE CONTRACT PURCHASE DATE, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;**
6. **ANY CLAIM IF YOUR VEHICLE IS USED FOR: COMPETITIVE DRIVING OR RACING; POLICE OR EMERGENCY SERVICE; PRINCIPALLY OFF-ROAD USE; THE PURPOSE OF COMMERCIAL RENTAL, TAXI, LIMOUSINE, OR SHUTTLE; CARRIAGE OF PASSENGERS FOR HIRE (UNLESS YOU HAVE SELECTED THE RIDESHARE COVERAGE ON THIS SERVICE CONTRACT AND YOUR VEHICLE QUALIFIES FOR SUCH COVERAGE); RENTAL PURPOSES; TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;**
7. **ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF ANY REPAIR FACILITY), IMPROPER TOWING, OR LACK OF MAINTENANCE OF THE FAILED COVERED PART;**
8. **ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, DAMAGE AS THE RESULT OF CONTINUED OPERATION WITH AN OVERHEAT CONDITION, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, OR CHEMICALS;**
9. **THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;**
10. **HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/ WATER LEAKS;**
11. **ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR OTHER COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART;**

12. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;
13. ANY CLAIM IF YOUR VEHICLE IS USED FOR COMMERCIAL DELIVERY/SERVICE/REPAIR OR SNOW REMOVAL (UNLESS YOU HAVE SELECTED THE LIGHT DUTY COMMERCIAL USE COVERAGE ON THIS SERVICE CONTRACT AND YOUR VEHICLE QUALIFIES FOR SUCH COVERAGE);
14. UNDER POWERTRAIN AND GOLD COVERAGES, ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER THE COVERAGE SELECTED;
15. UNDER PLATINUM COVERAGE, ANY OF THE FOLLOWING PARTS: BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS, STANDARD MANUAL TRANSMISSION CLUTCH FRICTION DISC, PRESSURE PLATE, PILOT BEARING, THROW-OUT BEARING AND ARM, AIR BAGS, SOLAR POWERED DEVICES, GLASS, LENSES, SEALED BEAMS, BODY PARTS AND/OR PANELS, WEATHER STRIPPING, TRIM, MOLDINGS, LOCK CYLINDERS, TIRES, WHEELS, ALL BATTERIES EXCEPT HYBRID/EV/HYDROGEN HIGH VOLTAGE BATTERIES AS LISTED UNDER GOLD, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, FILTERS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, CATALYTIC CONVERTER, SHOCK ABSORBERS, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING (EXCEPT WHEN REQUIRED IN CONJUNCTION WITH A MECHANICAL BREAKDOWN), SAFETY RESTRAINT SYSTEMS, AUDIO/SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, OR VINYL AND CONVERTIBLE TOPS;
16. GRADUAL BATTERY CAPACITY LOSS. NICKEL-METAL HYDRATE OR LITHIUM-ION BATTERIES, LIKE ALL BATTERIES, WILL EXPERIENCE GRADUAL CAPACITY LOSS WITH TIME AND USE. LOSS OF BATTERY CAPACITY DUE TO OR RESULTING FROM GRADUAL CAPACITY LOSS IS NOT COVERED UNDER THIS SERVICE CONTRACT;
17. THE CORRECTION OF OIL CONSUMPTION, REPAIR OF WORN RINGS, OR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURED;
18. ANY MAINTENANCE ON YOUR VEHICLE;
19. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER ALTERNATE TRANSPORTATION AND TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE;
20. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);
21. ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING);
22. ANY INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY THAT CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE;
23. LIFT KITS ARE EXCLUDED UNLESS YOU HAVE SELECTED THE LIFT KIT COVERAGE OPTION ON THIS SERVICE CONTRACT.

YOUR RESPONSIBILITIES:

1. HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SCHEDULE PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL; KEEP ORIGINAL COPIES OF ALL REPAIR ORDERS, INVOICES, AND RECEIPTS FROM THE PERFORMED SERVICES AND MAINTENANCE; AND PRESENT ALL ORIGINALS THAT ARE RELEVANT TO THE CLAIM AT THE TIME A CLAIM IS MADE;
2. USE ALL MEANS TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE IN THE EVENT OF A MECHANICAL BREAKDOWN. WITHOUT LIMITING THIS GENERAL RULE, SPECIFICALLY, YOU MUST STOP THE VEHICLE IMMEDIATELY AND HAVE IT REPAIRED BEFORE DRIVING IT FURTHER.

HOW TO MAKE A CLAIM: WHEN REPAIRS ARE REQUIRED, IF POSSIBLE, RETURN YOUR VEHICLE TO YOUR SELLING DEALER. IF YOU CANNOT RETURN YOUR VEHICLE TO YOUR SELLING DEALER, YOU MUST TELEPHONE FWS AT 1-866-440-1340 DURING NORMAL WORKING HOURS TO RECEIVE INSTRUCTIONS. IF YOU DO NOT FOLLOW OUR INSTRUCTIONS, WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR THE COST OF ANY REPAIRS. AUTHORIZATION MUST BE OBTAINED FROM FWS PRIOR TO HAVING YOUR VEHICLE REPAIRED. WE RESERVE THE RIGHT TO INSPECT ANY VEHICLE BEFORE AUTHORIZATION OF ANY REPAIRS. IN ORDER TO MAKE A CLAIM UNDER THIS SERVICE CONTRACT YOU MUST:

1. PROVIDE "TEARDOWN AUTHORIZATION" WHEN REQUESTED BY FWS, SO THAT THE REPAIR FACILITY CAN PROVIDE AN ACCURATE DIAGNOSIS AND ESTIMATE OF REPAIRS. WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR TEARDOWN COSTS IN THE EVENT THE REPAIRS ARE NOT COVERED UNDER THE PROVISIONS OF THIS SERVICE CONTRACT;
2. IN THE EVENT OF AN EMERGENCY SITUATION THAT OCCURS AND FWS CANNOT BE REACHED, YOU CAN PROCEED WITH REPAIRS, BUT PAYMENT WILL BE IN ACCORDANCE WITH THE OTHER PROVISIONS OF THIS SERVICE CONTRACT;
3. SUBMIT A CLAIM FOR REIMBURSEMENT TO FWS, ALONG WITH ALL REQUIRED DOCUMENTS, WITHIN THIRTY (30) DAYS OF AUTHORIZATION OR REPAIR;
4. RETAIN ALL REPLACED PARTS UNTIL YOUR CLAIM IS SETTLED, AS YOU MAY BE REQUIRED TO SUBMIT THESE PARTS FOR INSPECTION.

FAILURE TO COMPLY WITH THE RESPONSIBILITIES OUTLINED HEREIN MAY RESULT IN THE DENIAL OF YOUR CLAIM. IF YOU HAVE ANY QUESTIONS WHICH CANNOT BE ANSWERED BY YOUR SELLING DEALER, PLEASE CONTACT FWS.

PAYMENTS: YOUR repairing dealer should perform authorized repairs covered under this Service Contract without charge to **YOU** for such repairs. If the repairing dealer does charge **YOU** for authorized repairs covered under this Service Contract, submit copies of all invoices and receipts pertaining to the authorized repairs along with a copy of the front page of this Service Contract to: FWS, P.O. Box 8567, Deerfield Beach, Florida 33443.

OUR OPTIONS: FWS will pay the repair facility directly or reimburse **YOU** for the repair or replacement of any Covered Part. **Replacement parts utilized in connection with a MECHANICAL BREAKDOWN will be, at the discretion of FWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or FWS.**

LIMITS OF LIABILITY: For any one repair visit, all benefits paid or payable shall not exceed the N.A.D.A. Official Used Car Guide retail value of **YOUR** vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the **TERM** of this Service Contract shall not exceed the price **YOU** paid for **YOUR** vehicle. If the N.A.D.A. Official Used Car Guide vehicle valuation is unavailable, not widely recognized, or not commonly used in the geographic area, FWS may use another market retail valuation method. The payment for or reimbursement for repair or replacement of Covered Parts and the benefits stated under **ELECTRONIC CONTROL MODULE REPROGRAMMING, ALTERNATE TRANSPORTATION, TOWING COVERAGE, TRAVEL BREAKDOWN, DIAGNOSTICS COVERAGE, RELATED DAMAGE COVERAGE, FLUID COVERAGE,** and, if applicable, **LIGHT DUTY COMMERCIAL USE COVERAGE, RIDESHARE COVERAGE** and **LIFT KIT COVERAGE** are the only remedies available to a Service Contract Holder. **WE** assume no other obligation or responsibility with regard to the vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.

INSURANCE: OUR obligations under this Service Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. YOU are entitled to make a direct claim or request for refund at any time, for any reason to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. In some states, such obligations may be insured by an alternative carrier. Please refer to the STATE AMENDMENTS section for exceptions.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATIONS OR STATEMENTS SHOULD BE RELIED UPON BY **YOU**, INCLUDING ANY ORAL REPRESENTATIONS BY THE SELLING DEALER.
2. If it is not clear which **TERM/MILEAGE** or **COVERAGE PLAN** has been purchased, **YOU** should contact **YOUR** Selling Dealer or **US**.
3. This Service Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any provision of this Service Contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.

TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED: Please note: The following paragraph does not apply to a claim for vehicle repairs or reimbursement for such repairs under this Service Contract. Please see: **HOW TO MAKE A CLAIM** for a repair or reimbursement claim. Prior to bringing or participating in an arbitration (or lawsuit, to the extent the Arbitration Clause herein is inapplicable for any reason) asserting any claim in law or equity relating to this Service Contract or its subject matter (collectively "Legal Claims"), **YOU** must provide written notice of **YOUR** Legal Claim to **US** within one (1) year from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. Such written notice **must** identify by name and contract number the specific Service Contract to which **YOUR** Legal Claim relates. **The provision of such timely, written notice is a condition precedent to bringing any Legal Claim relating to this Service Contract or its subject matter.** If **YOU** fail to timely provide such written notice of any Legal Claim, **YOU** shall have waived such Legal Claim in all respects. If **YOU** do provide the timely, written notice required hereunder, **WE** shall have ninety (90) calendar days following actual receipt of such notice to cure the circumstance(s) giving rise to **YOUR** Legal Claim. **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any such circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. Each requirement set forth in this paragraph requires strict (not substantial) compliance and survives the Contract Period, transfer or cancellation of this Service Contract. **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event arbitration is filed.

ARBITRATION: YOU agree that any and all claims or disputes of any kind whatsoever arising from or relating to this Service Contract or the relationships resulting from this Service Contract, whether in contract, tort, pursuant to statute, regulation, or ordinance, or in equity or otherwise ("Claims"), shall, upon delivery of a written notice demanding arbitration to the other party or parties, be resolved by binding arbitration on an individual (not class) basis only. This includes, without limitation, Claims by **YOU** against the Selling Dealer, FWS, or their parents, affiliates, employees, officers, successors, or assigns, or against those entities' parents' or affiliates' employees, officers, successors, or assigns. **THIS AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS ONLY IS FULLY BINDING IN THE EVENT THAT A CLASS ACTION OR SIMILAR LAWSUIT OR CLASS ARBITRATION IS FILED IN WHICH YOU OTHERWISE WOULD BE ELIGIBLE TO PARTICIPATE IN ANY CAPACITY, INCLUDING BUT NOT LIMITED TO, AS A MEMBER, CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL. THE PARTIES AGREE THAT THERE SHALL BE NO CLASS OR CONSOLIDATED ARBITRATION OF ANY CLAIM, AND EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE IN A CLASS PROCEEDING.**

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. ("JAMS")—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available at www.jamsadr.com or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award's basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability,

or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Arbitrations will be held within the federal judicial district encompassing the city and/or county where **YOU** reside or are located. The other parties to the arbitration (not including **YOU**) will pay in equal shares the first $2,500 in fees charged by the arbitration administrator for Claim(s) asserted by **YOU** in the arbitration. Thereafter, unless the applicable JAMS rules or applicable law specify otherwise, the parties to the arbitration (including **YOU**) shall share the arbitration fees equally, which amounts shall not be recoverable in the arbitration. Each party to the arbitration shall be responsible for its own attorney, expert, and other fees, unless applicable law provides otherwise. This Arbitration Clause shall not apply to any individual claim brought by **YOU** in small claims court, unless such claim is transferred, removed, or appealed to a different court.

If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Arbitration Clause; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the Arbitration Clause shall be null and void as to such claims only. This Arbitration Clause shall survive the Termination or cancellation of this Service Contract. In the event of a conflict between this Arbitration Clause and any other applicable arbitration provision, this Arbitration Clause shall control.

STATE AMENDMENTS: If this Service Contract is purchased in any of the following states, the following provisions will apply:

CALIFORNIA: The term MECHANICAL BREAKDOWN shall mean and refer to COVERED FAILURES. OUR California Vehicle Service Contract Provider License # is 0B29333. The **INSURANCE** section is removed in its entirety and replaced with the following: Performance to **YOU** under this Service Contract is guaranteed by a California approved insurance company. **YOU** may file a claim or request a refund at any time, for any reason with this insurance company if any promise made in the Service Contract has been denied or has not been honored. The name and address of the insurance company is: Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, 1-800-298-8011. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or (213) 897-8921 out of state, or access the department's internet website at www.insurance.ca.gov. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at any time. To cancel, please contact **YOUR** Selling Dealer or FWS. If this Service Contract is cancelled by **YOU** during the first sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made and no administration fee will be charged. If **YOU** cancel after sixty (60) days of SERVICE CONTRACT PURCHASE DATE, a pro-rata refund will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE and odometer reading at SERVICE CONTRACT PURCHASE DATE, less an administration fee that FWS will charge and retain of $25 or ten percent (10%) of the unearned pro-rata SERVICE CONTRACT PURCHASE PRICE, whichever is less. If this Service Contract is financed, upon a total loss or repossession, all rights and interests under the Service Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Service Contract is cancelled by **US.** If **WE** cancel for nonpayment, **WE** will mail written notice to **YOU** stating the specific grounds for cancellation and informing **YOU** that the Service Contract will cease to be valid no less than five (5) days after the postmark date of the notice and that any refund due will be provided within thirty (30) days of the date of cancellation. If **WE** cancel for fraud or material misrepresentation, **WE** will mail written notice to **YOU** stating the specific nature of the misrepresentation and informing **YOU** a refund will be provided within thirty (30) days of the date of cancellation. If **WE** cancel this Service Contract, **WE** remain liable for any claim reported to a person designated in this Service Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Service Contract. A Service Contract Holder is deemed to have reported a claim if he or she has completed the first step required under the **HOW TO MAKE A CLAIM** section of this Service Contract. The **ARBITRATION** section is removed in its entirety. The **EXCLUSIONS FROM COVERAGE** is amended as follows: Item 11.) is removed in its entirety and replaced with the following: **11.) ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME OFF FROM WORK OR ADDITIONAL CHILD CARE DURING VEHICLE REPAIR PERIOD, THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART.** Item 21.) is removed in its entirety and replaced with the following: **21.) ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING).** The **GENERAL** section item 5.) is amended to include the following language: FWS may delegate ministerial duties but not claims decisions or legal liability. The **GENERAL** section 6.) is removed in its entirety and replaced with the following: 6.) **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is reasonably necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole. The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended by the removal of the following language: **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. The **YOUR RESPONSIBILITIES** section 1.) is removed in its entirety and replaced with the following: **1.) HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SECTION PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL AND KEEP ALL REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE PERFORMED SERVICES AND MAINTENANCE. COPIES OF RELEVANT REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE RELEVANT PERFORMED SERVICES OR REPAIR SHOULD BE AVAILABLE UPON REQUEST. NOT HAVING PROOF OF REQUIRED**

RELEVANT MAINTENANCE WILL NOT PROHIBIT YOU FROM FILING A CLAIM, BUT MAY CONTRIBUTE TO THE FACTORS USED TO DETERMINE A DENIAL OF COVERAGE. The **PARTIES TO THIS SERVICE CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Service Contract has the following meanings: "**I**", "**MY**", "**YOU**" and "**YOUR**" mean the customer named as Service Contract Holder on the front of this Service Contract, or any valid transferee. "**WE**", "**US**" and "**OUR**" refer to Fidelity Warranty Services, Inc. ("FWS" and "**FWS**").

EXHIBIT B

[redacted]

KIAN LAW GROUP

[redacted]

January 17, 2022

NOTICE OF YOUR VIOLATIONS OF CALIFORNIA LAW

Via Certified Mail, Return Receipt Requested

[redacted]

Dear Kia of Riverside,

My name is Ryan Kian. I am an Attorney-at-Law. [redacted] has retained me to pursue his legal claims against you relating to the 2020 Kia Telluride which he purchased on or around November 2019. I am writing to set forth the facts, to cite the applicable law, and to request that you voluntarily comply with your obligations under California's consumer protection laws.

Facts

On or around November 2019, [redacted] visited Riverside Kia ("Riverside") shopping for a car. Riverside showed him a 2020 Kia Telluride with vehicle identification number [redacted] ("Telluride"). [redacted] expressly stated to Riverside that the Telluride was being purchased for its daily use and reliability. Riverside knew the Telluride was being purchased for its reliability. Despite knowin[redacted] was purchasing the Telluride for its reliability, Riverside told [redacted] hat the Telluride was a reliable and dependable vehicle and that the Telluride was built to the highest in manufacturing standards.

Almost immediately aft[redacted] urchase of the Telluride, and well within the applicable express and implied warranty perio[redacted] iscovered that the Telluride suffers from serious mechanical defects and malfunctions. As a result of these defects and malfunctions,

the Telluride has repeatedly suffered from the defects complained of below, requiring Mr. [redacted] to bring the Telluride to Riverside for service.

[redacted] has taken his Telluride **five times for service**. The First time [redacted] took his Telluride to the repair center was for an engine light cable issue; this was on December 5, 2019. The Second time was again for the same engine light cable issue; this was on August 13, 2021. The Third time was for headlights; that was on June 8, 2021 (with Pomona Kia, the same owners as Riverside Kia). The Fourth time, Riverside repaired electrical problems and diagnosed headlights not working; this was on July 7, 2021. The Fifth time was when the rear brakes gave out (rotors/pads gave out); this was on November 27, 2021. Accordingly, [redacted] has made **five** attempts to have his Telluride fixed under warranty when the law only requires **three**. At this point, the Telluride is presumed to be a lemon.

The Telluride has never been driven hard [redacted] is rightly worried that the Telluride's mechanical condition will deteriorate with time and produce additional difficulties, and that Riverside will use [redacted] driving activity as an excuse to avoid their duties and obligations under the warranty.

During purchase negotiations with Riverside [redacted] inquired about service contracts for the Telluride and Riverside told him that if [redacted] purchased the Telluride, Riverside would sell Mr. [redacted] an Extended Warranty which would provide comprehensive maintenance coverage for the Telluride. **In reliance upon Riverside's representations that Riverside would sell [redacted] the Extended Warranty, [redacted] agreed to purchase the Telluride.** However, Riverside has not performed under the Extended Warranty.

Much to [redacted] frustration, he has spent considerable time, money, and mental space, to fix what Riverside is contractually and legally obligated to do for **free**.

Applicable Law

California's Consumers Legal Remedies Act (Civil Code Section 1750 et seq.) (the "CLRA") prohibits numerous unlawful business acts, including: (i) misrepresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or he does not have; (ii) misrepresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of anothis; (iii) misrepresenting that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; (iv) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; and (v) inserting an unconscionable provision in the contract.

Riverside violated the CLRA by: (i) misrepresenting the Telluride's mechanical condition and fitness; (ii) concealing and failing to disclose the defective condition of the vehicle; and (iii)

misrepresenting that the service contract [redacted] purchased would provide comprehensive coverage, when it would not due to Kia service representatives asserting the defective condition is "normal."

Riverside also appears to have an illegal pattern and practice of: (i) misrepresenting the mechanical condition and fitness of vehicles that it offers for sale, and (ii) misrepresenting the coverage provided by service contracts that it sells to consumers.

California law also imposed the "implied warranty of merchantability" on [redacted] purchase of the Telluride. The implied warranty of merchantability means and includes that the Telluride must comply with each of the following requirements: (1) it would pass without objection in the trade under the contract description; (2) it is fit for the ordinary purposes for which such goods are used; (3) it was adequately contained, packaged, and labeled; and (4) it conforms to the promises or affirmations of fact made on the container or label. However, during the period in which the implied warranty of merchantability was in effect, the Telluride had and developed defects and nonconformities to warranty that rendered the Telluride aesthetically displeasing and potentially unsafe to drive. Accordingly, the Telluride does not provide reliable, safe transportation. Because of the defects that rendered the vehicle aesthetically displeasing and potentially unsafe to drive the Telluride would not pass without objection in the trade for sale under the contract description, it is not fit for its ordinary purpose, and it was not adequately contained, packaged, and labeled. Accordingly, Riverside has breached the implied warranty of merchantability.

Demand

On [redacted] ehalf, I request that you voluntarily remedy the violations detailed above for [redacted] within thirty days. Specifically, Riverside should provide [redacted] the option(s) of either (1) exchanging the Telluride for an identical Telluride, (2) exchanging the Telluride for another Kia of equal or lesser value, (3) exchanging the Telluride for another Kia of equal or greater value and permitting [redacted] to pay the difference, (4) honoring the Extended Warranty with [redacted] (alternatively, refunding [redacted] the money he spent), or (5) rescinding the purchase contracts between Riverside and [redacted] in addition to paying all incidental and consequential damages suffered by [redacted] You are legally responsible to pay the legal fees and costs that [redacted] curred in enforcing his legal rights as well.

Please be advised that under applicable law, to completely resolve [redacted] CLRA claims you must satisfy the requirements of California Civil Code §1782(c) by:

1. identifying or making a reasonable attempt to identify all consumers similarly situated;
2. notifying all persons so identified that, upon their request, you will offer an appropriate correction, replacement, or othis remedy for your wrongful conduct;
3. undertaking (or promising to undertake within a reasonable time) the actions described above for all affected persons who so request;

4. ceasing the unlawful methods, acts, or practices set forth above through the above specified actions; and

5. paying all of [redacted] legal fees and costs incurred to date, as well as all of Mr. Estrada's mechanics fees and costs incurred to date.

Finally, because [redacted] has turned his matter over to me, please do not under any circumstances attempt to contact him directly. Instead, forward all further correspondence regarding this matter to the contact information listed above.

I appreciate your prompt attention to this matter.

Sincerely,

[redacted]

KIAN LAW GROUP

[redacted]

April 12, 2022

NOTICE OF YOUR VIOLATIONS OF CALIFORNIA LAW

Via Certified Mail, Return Receipt Requested
Kia America
Attn.: Marcelo Lee
841 Apollo Street
El Segundo, CA 90245
(424) 290-0723

Dear Marcelo Lee,

I am in receipt of your letter dated April 11, 2022, given in response to my previous letter of representation and demands on behalf of [redacted] am writing to clarify relevant facts and applicable law, address your concerns, and to request that you voluntarily comply with your obligations under California's consumer protection laws.

First, despite your contentions, [redacted] as given notice to Kia America and its subsidiary, Riverside Kia, as to the violations under Section 1770 with specificity and particularity, as provided below.

Second, your letter e[redacted] states that Kia America was not responsible for the sale of the 2020 Kia telluride to M[redacted] nor the optional service contract.

Third, based upon the applicable laws covered by California's Consumers Legal Remedies Act (Civil Code Section 1750 et seq.) (the "CLRA"), Kia America is liable for remedies therein provided.

Therefore, for these reasons stated above and with specificity below, this office again demands your client's adherence to the applicable law by remedying this vehicle if it wishes to avoid further legal action.

[See previous letter below for reference]

Facts

On or around November 2019, [redacted] visited Riverside Kia ("Riverside") shopping for a car. Riverside showed him a 2020 Kia Telluride with vehicle identification number [redacted] Telluride"). [redacted] expressly stated to Riverside that the Telluride was being purchased for its daily use and reliability. Riverside knew the Telluride was being purchased for its reliability. Despite knowin[redacted] was purchasing the Telluride for its reliability, Riverside tol[redacted] hat the Telluride was a reliable and dependable vehicle and that the Telluride was built to the highest in manufacturing standards.

Almost immediately after [redacted] purchase of the Telluride, and well within the applicable express and implied warranty period, M[redacted] discovered that the Telluride suffers from serious mechanical defects and malfunctions. As a result of these defects and malfunctions the Telluride has repeatedly suffered from the defects complained of below, requiring [redacted] to bring the Telluride to Riverside for service.

[redacted] as taken his Telluride **five times for service**. The First t[redacted] ook his Telluride to the repair center was for an engine light cable issue; this was on December 5, 2019. The Second time was again for the same engine light cable issue; this was on August 13, 2021. The Third time was for headlights; that was on June 8, 2021 (with Pomona Kia, the same owners as Riverside Kia). The Fourth time, Riverside repaired electrical problems and diagnosed headlights not working; this was on July 7, 2021. The Fifth time was when the rear brakes gave out (rotors/pads gave out); this was on November 27, 2021. Accordingly [redacted] as made **five** attempts to have his Telluride fixed under warranty when the law only requires **three**. At this point, the Telluride is presumed to be a lemon.

The Telluride has never been driven hard[redacted] rightly worried that the Telluride's mechanical condition will deteriorate with time and produce additional difficulties, and that Riverside will us[redacted] riving activity as an excuse to avoid their duties and obligations under the warrant[redacted].

During purchase negotiations with Riverside [redacted] nquired about service contracts for the Telluride and Riverside told him that if [redacted] purchased the Telluride, Riverside would sel[redacted] an Extended Warranty which would provide comprehensive maintenance coverage for the Telluride. **In reliance upon Riverside's representations that Riverside would sell [redacted] the Extended Warranty, [redacted] agreed to purchase the Telluride.** However, Riverside has not performed under the Extended Warranty.

Much to [redacted] frustration, he has spent considerable time, money, and mental space, to fix what Riverside is contractually and legally obligated to do for **free**.

Applicable Law

California's Consumers Legal Remedies Act (Civil Code Section 1750 et seq.) (the "CLRA") prohibits numerous unlawful business acts, including: (i) misrepresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or he does not have; (ii) misrepresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of anothis; (iii) misrepresenting that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; (iv) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; and (v) inserting an unconscionable provision in the contract.

Riverside violated the CLRA by: (i) misrepresenting the Telluride's mechanical condition and fitness; (ii) concealing and failing to disclose the defective condition of the vehicle; and (iii) misrepresenting that the service contrac[redacted] purchased would provide comprehensive coverage, when it would not due to Kia service representatives asserting the defective condition is "normal."

Riverside also appears to have an illegal pattern and practice of: (i) misrepresenting the mechanical condition and fitness of vehicles that it offers for sale, and (ii) misrepresenting the coverage provided by service contracts that it sells to consumers.

California law also imposed the "implied warranty of merchantability" o[redacted] purchase of the Telluride. The implied warranty of merchantability means and includes that the Telluride must comply with each of the following requirements: (1) it would pass without objection in the trade under the contract description; (2) it is fit for the ordinary purposes for which such goods are used; (3) it was adequately contained, packaged, and labeled; and (4) it conforms to the promises or affirmations of fact made on the container or label. However, during the period in which the implied warranty of merchantability was in effect, the Telluride had and developed defects and nonconformities to warranty that rendered the Telluride aesthetically displeasing and potentially unsafe to drive. Accordingly, the Telluride does not provide reliable, safe transportation. Because of the defects that rendered the vehicle aesthetically displeasing and potentially unsafe to drive the Telluride would not pass without objection in the trade for sale under the contract description, it is not fit for its ordinary purpose, and it was not adequately contained, packaged, and labeled. Accordingly, Riverside has breached the implied warranty of merchantability.

Demand

[redacted] behalf, I request that you voluntarily remedy the violations detailed above for [redacted] within thirty days. Specifically, Riverside should provid[redacted] the option(s) of

either (1) exchanging the Telluride for an identical Telluride, (2) exchanging the Telluride for another Kia of equal or lesser value, (3) exchanging the Telluride for another Kia of equal or greater value and permitting [redacted] pay the difference, (4) honoring the Extended Warranty with [redacted] lternatively, refunding [redacted] e money he spent), or (5) rescinding the purchase contracts between Rivers[redacted] in addition to paying all incidental and consequential damages suffered by [redacted]. You are legally responsible to pay the legal fees and costs that [redacted] incurred in enforcing his legal rights as well.

Please be advised that under applicable law, to completely resolve [redacted] CLRA claims you must satisfy the requirements of California Civil Code §1782(c) by:

1. identifying or making a reasonable attempt to identify all consumers similarly situated;
2. notifying all persons so identified that, upon their request, you will offer an appropriate correction, replacement, or othis remedy for your wrongful conduct;
3. undertaking (or promising to undertake within a reasonable time) the actions described above for all affected persons who so request;
4. ceasing the unlawful methods, acts, or practices set forth above through the above specified actions; and
5. paying all of [redacted] legal fees and costs incurred to date, as well as all of [redacted] mechanics fees and costs incurred to date.

Finally, because [redacted] has turned his matter over to me, please do not under any circumstances attempt to contact him directly. Instead, forward all further correspondence regarding this matter to the contact information listed above.

I appreciate your prompt attention to this matter.

[redacted]

[redacted]

FOR COURT USE ONLY

[redacted] by Superior Court of California, County of Riverside on 05/09/2022 02:51 PM [redacted] 0772181 - W. Samuel Hamrick Jr., Executive Officer/Clerk of the Court By Araceli Amezcua, Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 4050 Main Street
MAILING ADDRESS: Same
CITY AND ZIP CODE: Riverside, CA 92501
BRANCH NAME: Civil

CASE NAME:
Estrada v. Riverside KIA, et al.

CIVIL CASE COVER SHEET

[X] **Unlimited** (Amount demanded exceeds $25,000)
[ ] **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: [redacted]

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [X] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action *(specify)*: Four
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: May 9, 2022
Ryan Kian, Esq.
(TYPE OR PRINT NAME)

▶ [redacted]

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. September 1, 2021]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courts.ca.gov

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501

Case Number: [redacted]

Case Name:

NOTICE OF DEPARTMENT ASSIGNMENT

The above entitled case is assigned to the Honorable Irma Asberry in Department 5 for All Purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at http://riverside.courts.ca.gov/tentativerulings.shtml. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.

The filing party shall serve a copy of this notice on all parties.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A *Request for Accommodations by Persons With Disabilities and Order* (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Dated: 05/12/2022

[redacted]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
www.riverside.courts.ca.gov
Self-represented parties: https://www.riverside.courts.ca.gov/SelfHelp/self-help.php

ALTERNATIVE DISPUTE RESOLUTION (ADR) – *INFORMATION PACKAGE*

***** THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT. *****

What is ADR?

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration, and settlement conferences.

Advantages of ADR:

- Faster: ADR can be done in a 1-day session within months after filing the complaint.
- Less expensive: Parties can save court costs and attorneys' and witness fees.
- More control: Parties choose their ADR process and provider.
- Less stressful: ADR is done informally in private offices, not public courtrooms.

Disadvantages of ADR:

- No public trial: Parties do not get a decision by a judge or jury.
- Costs: Parties may have to pay for both ADR and litigation.

Main Types of ADR:

Mediation: In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

Mediation may be appropriate when the parties:

- want to work out a solution but need help from a neutral person; or
- have communication problems or strong emotions that interfere with resolution; or
- have a continuing business or personal relationship.

Mediation is not appropriate when the parties:

- want their public "day in court" or a judicial determination on points of law or fact;
- lack equal bargaining power or have a history of physical/emotional abuse.

Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Adopted for Mandatory Use
Riverside Superior Court
RI-ADR001-INFO [Rev. 06/10/21]

Arbitration may be appropriate when the parties:

- want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- do not want to risk going through both arbitration and trial (Judicial Arbitration)
- do not want to give up their right to trial (binding arbitration)

Settlement Conferences: Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS

ADR Information and forms are posted on the ADR website:
https://www.riverside.courts.ca.gov/Divisions/ADR/ADR.php

General Policy:

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

Court-Ordered ADR:

Certain cases valued at under $50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the "Court-Ordered Mediation Information Sheet" on the ADR website for more information.

Private ADR (for cases not ordered to arbitration or mediation):

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the "Private Mediation Information Sheet" on the ADR website for more information.

BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
   - Your preferences for mediation or arbitration.
   - Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached "Stipulation for ADR" along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:

- The Court's Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See https://adr.riverside.courts.ca.gov/Home/CivilMedPanel or ask for the list in the civil clerk's office, attorney window.
- Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):
  Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015
  Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900
  Chapman University School of Law Mediation Clinic (services only available at the court)

Adopted for Mandatory Use
Riverside Superior Court
RI-ADR001-INFO [Rev. 06/10/21]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ **BLYTHE** 265 N. Broadway, Blythe, CA 92225
☐ **CORONA** 505 S. Buena Vista, Rm. 201, Corona, CA 92882
☐ **MORENO VALLEY** 13800 Heacock St. #D201, Moreno Valley, CA 92553
☐ **MURRIETA** 30755-D Auld Rd., Murrieta, CA 92563
☐ **PALM SPRINGS** 3255 Tahquitz Canyon Way, Palm Springs, CA 92262
☐ **RIVERSIDE** 4050 Main St., Riverside, CA 92501

RI-ADR001

ATTORNEY OR PARTY WITHOUT ATTORNEY (*Name, State Bar Number and Address*)	*FOR COURT USE ONLY*
TELEPHONE NO: FAX NO. (*Optional*):	
E-MAIL ADDRESS (*Optional*):	
ATTORNEY FOR (*Name*):	
PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	CASE MANAGEMENT CONFERENCE DATE(S):

STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)

(CRC 3.2221; Local Rule, Title 3, Division 2)

Court-Ordered ADR:

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

☐ Mediation ☐ Judicial Arbitration (non-binding)

Private ADR:

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

☐ Mediation ☐ Judicial Arbitration (non-binding)
☐ Binding Arbitration ☐ Other (describe): _____

Proposed date to complete ADR: _____

SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.

(PRINT NAME OF PARTY OR ATTORNEY)	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
☐ Plaintiff ☐ Defendant		
(PRINT NAME OF PARTY OR ATTORNEY)	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
☐ Plaintiff ☐ Defendant		
(PRINT NAME OF PARTY OR ATTORNEY)	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
☐ Plaintiff ☐ Defendant		
(PRINT NAME OF PARTY OR ATTORNEY)	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
☐ Plaintiff ☐ Defendant		

Adopted for Mandatory Use
Riverside Superior Court
Form RI-ADR001 [Rev. 01/01/12]
[Reformatted 06/01/16]

ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION

Statutory Authority
riverside.courts.ca.gov/localfrms/localfrms.shtml

Electronically FILED by Superior Court of California, County of Riverside on 05/09/2022 02:51 PM
Case Number CVRI2201860 0000020772184 - W. Samuel Hamrick Jr., Executive Officer/Clerk of the Court By Araceli Amezcua, Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- ☐ **BANNING** 311 E. Ramsey St., Banning, CA 92220
- ☐ **BLYTHE** 265 N. Broadway, Blythe, CA 92225
- ☐ **CORONA** 505 S. Buena Vista, Rm. 201, Corona, CA 92882
- ☐ **MORENO VALLEY** 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553
- ☐ **MURRIETA** 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
- ☐ **PALM SPRINGS** 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
- ☒ **RIVERSIDE** 4050 Main St., Riverside, CA 92501

[redacted]

CERTIFICATE OF COUNSEL

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

☒ The action arose in the zip code of: 92504

☐ The action concerns real property located in the zip code of: _____

☒ The Defendant resides in the zip code of: 92504

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 3115 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date May 9, 2022

[redacted]

[redacted]

SUM-100

SUMMONS

[redacted]

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): 4050 Main St, Riverside, CA 92501

[redacted]

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*
RYAN KIAN, 27201 PUERTA REAL, SUITE 300, MISSION VIEJO, CA [redacted]

DATE:
(Fecha) MAY 12, 2022

(For proof of service of this summons, use Proof of Service of Summor [redacted]
(Para prueba de entrega de esta citatión use el formulario Proof of Se

[SEAL]

GC68150(g)

NOTICE TO THE PERSON SERVED: You are served

1. [ ] as an individual defendant.
2. [ ] as the person sued under the fictitious name of *(specify):*
3. [X] on behalf of (specify): KIA AMERICA, A California Corporation
   under: [X] CCP 416.10 (corporation) [ ] CCP 416.60 (minor)
   [ ] CCP 416.20 (defunct corporation) [ ] CCP 416.70 (conservatee)
   [ ] CCP 416.40 (association or partnership) [ ] CCP 416.90 (authorized person)
   [ ] other *(specify):*
4. [ ] by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

```
 6/09/22                          KIA AMERICA                          VSD00402
17:17:33          Vehicle Master Inquiry - General Information        CCGBLM

Year:    2020 Model: J4222    Serial#:    049657
Ext/Int: SWP  WHITE      WK   BLACK       Engine:
Accessory Code:      10       OPT: STD

Inventory Status......: RS        RETAILED
Current Dealer........: CA211     Riverside Kia

Port..................: WP        KMMG VPC
Region................: WE        Western Region
Manifest..............:
Emission Code.........: 50
Allocation Dealer.....: CA310     Pomona Kia
Allocation Date/Number:  8/19/19                          Ref#:
Fleet Flag/Contract#..:

MSRP Total............:    33,180.00
Invoice Date/Number...:  9/30/19  0016263540
Draft Date/Amount.....: 10/17/19     32,352.00
Wholesale Date ..... : 10/17/19       Wholesale Return Date :  0/00/00

F3=Exit    F12=Cancel    F4=Prompt FSC    F8=Vin History    F9=Special Programs
```

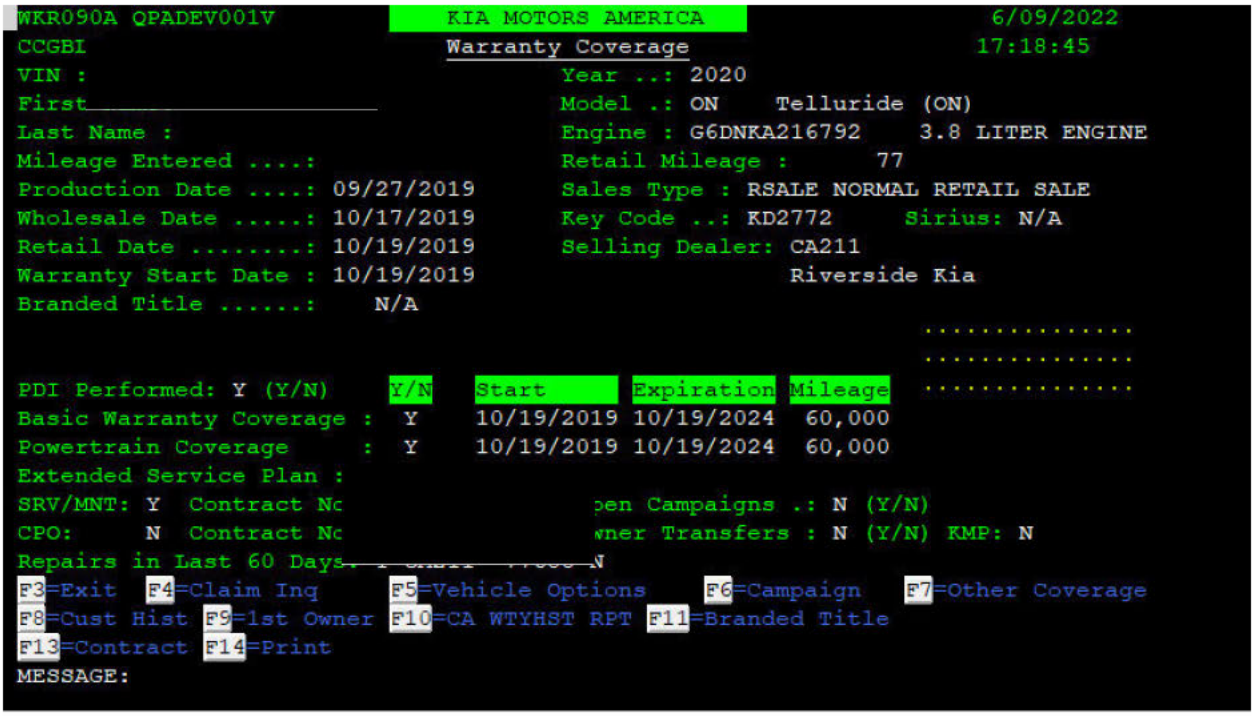
```
 6/09/22                          KIA AMERICA                          VSD00403
17:17:57          Vehicle Master Inquiry - Retail Information         CCGBLM

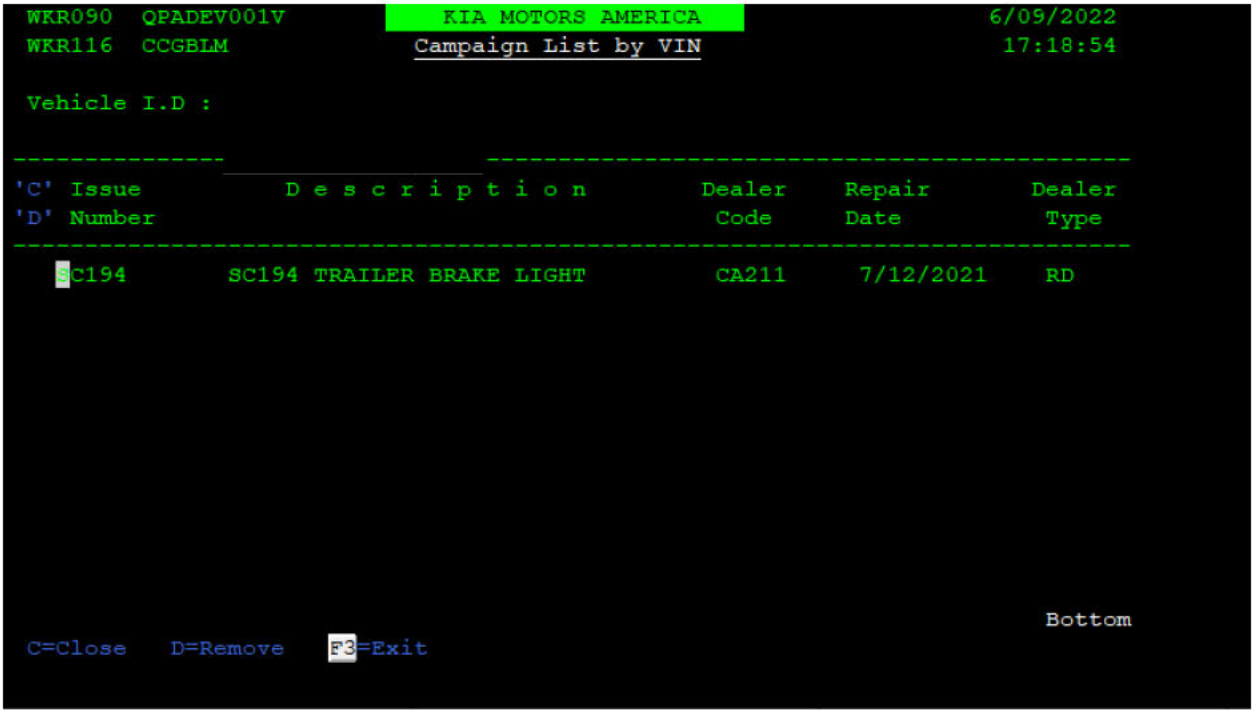
Year:    2020 Model: J4222    Serial#:    049657   Full VIN:
Ext/Int: SWP  WHITE      WK   BLACK       Engine: G6DNKA216792 Door Key: KD2772
Accessory Code:      10       OPT: STD
Veh Type........:             Sales Type: RSALE NORMAL RETAIL SALE
Retail Dealer...: CA211   Riverside Kia
Date Sold/Report: 10/19/19  10/21/19     Deal#:            Mileage:        77

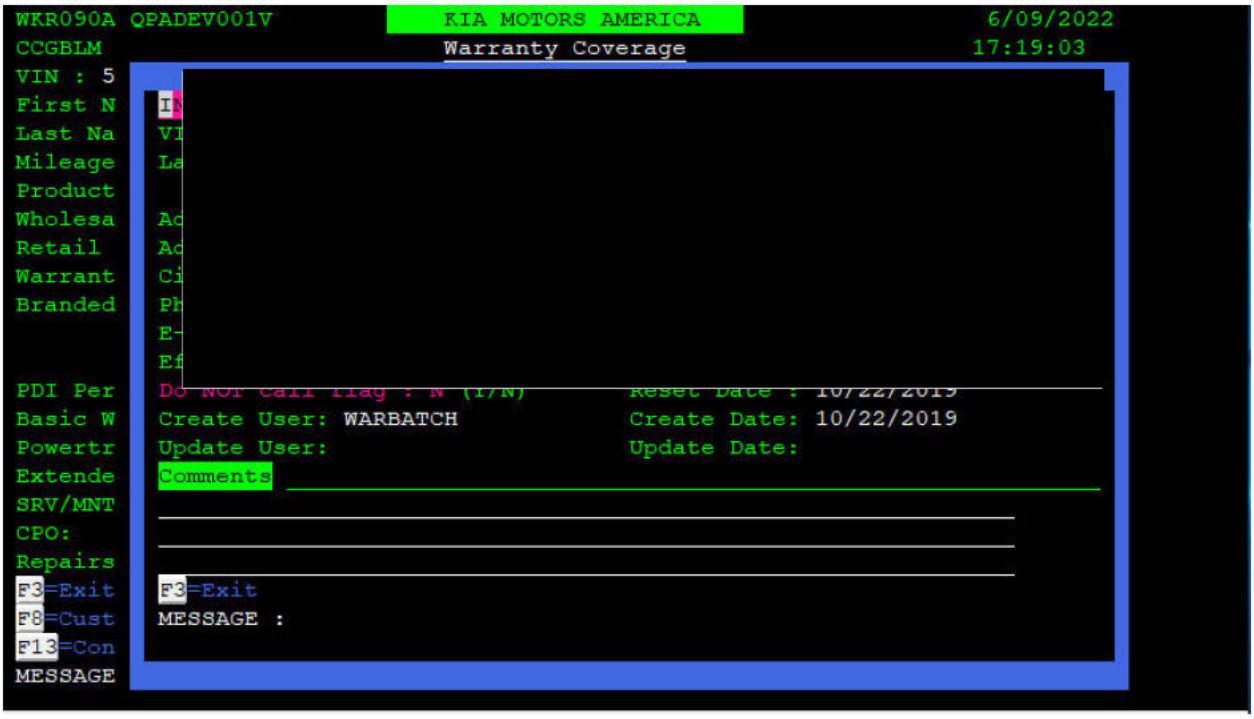
Owners Name.....:
Owners Adress...:
City/State/Zip..:
Owners Phone#...:
Owner Email.....:
Co-Buyer Name...:
Co-Buyer Address:
City/State/Zip..:
Co-Buyer Phone#.:

Warranty Started: 10/19/19                Sales Person SSN: AJW7
Previous Retail : N                       Sales Manager SSN:

F3=Exit F12=Cancel F4=Prompt FSC F6=CoBuyer F8=Vin History F9=Special Programs
```


WKR090A QPADEV001V
KIA MOTORS AMERICA
6/09/2022
CCGBI
Warranty Coverage
17:18:45
VIN :
Year ..: 2020
First
Model .: ON Telluride (ON)
Last Name :
Engine : G6DNKA216792 3.8 LITER ENGINE
Mileage Entered ....:
Retail Mileage : 77
Production Date ....: 09/27/2019
Sales Type : RSALE NORMAL RETAIL SALE
Wholesale Date .....: 10/17/2019
Key Code ..: KD2772 Sirius: N/A
Retail Date .....: 10/19/2019
Selling Dealer: CA211
Warranty Start Date : 10/19/2019
Riverside Kia
Branded Title .....: N/A
PDI Performed: Y (Y/N)
Y/N Start Expiration Mileage
Basic Warranty Coverage : Y 10/19/2019 10/19/2024 60,000
Powertrain Coverage : Y 10/19/2019 10/19/2024 60,000
Extended Service Plan :
SRV/MNT: Y Contract Nc
pen Campaigns .: N (Y/N)
CPO: N Contract Nc
wner Transfers : N (Y/N) KMP: N
Repairs in Last 60 Days:
N
F3=Exit F4=Claim Inq F5=Vehicle Options F6=Campaign F7=Other Coverage
F8=Cust Hist F9=1st Owner F10=CA WTYHST RPT F11=Branded Title
F13=Contract F14=Print
MESSAGE:


WKR090 QPADEV001V
KIA MOTORS AMERICA
6/09/2022
WKR116 CCGBLM
Campaign List by VIN
17:18:54
Vehicle I.D :
'C' Issue
'D' Number
D e s c r i p t i o n
Dealer Code
Repair Date
Dealer Type
SC194
SC194 TRAILER BRAKE LIGHT
CA211
7/12/2021
RD
Bottom
C=Close D=Remove F3=Exit


WKR090A QPADEV001V
KIA MOTORS AMERICA
6/09/2022
CCGBLM
Warranty Coverage
17:19:03
VIN : 5
First N
Last Na
Mileage
Product
Wholesa
Retail
Warrant
Branded
PDI Per
Basic W
Powertr
Extende
SRV/MNT
CPO:
Repairs
F3=Exit
F8=Cust
F13=Con
MESSAGE
Create User: WARBATCH
Create Date: 10/22/2019
Update User:
Update Date:
Comments
F3=Exit
MESSAGE :


WKR090A QPADEV001V
KIA MOTORS AMERICA
6/09/2022
CCGBLM
Warranty Coverage
17:19:26
VIN : 5
First N
Last Na
Mileage
Product
Wholesa
Retail
Warrant
Branded
PDI Per
Basic W
Powertr
Extende
SRV/MNT
CPO:
Repairs
F3=Exit
F8=Cust
F13=Con
MESSAGE:
Branded Title Information
Branded Run Date
F3=Exit
No Polk Records Found

```
 3/28/22                          KIA AMERICA                          VSD00402
18:52:53          Vehicle Master Inquiry - General Information         CCGBLM

Year:    2020 Model: J4222    Serial#:   049657
Ext/Int: SWP  WHITE      WK   BLACK      Engine
Accessory Code:      10       OPT: STD

Inventory Status......: RS        RETAILED
Current Dealer........: CA211     Riverside Kia

Port..................: WP        KMMG VPC
Region................: WE        Western Region
Manifest..............:
Emission Code.........: 50
Allocation Dealer.....: CA310     Pomona Kia
Allocation Date/Number:  8/19/19                          Ref#:
Fleet Flag/Contract#..:

MSRP Total............:    33,180.00
Invoice Date/Number...:  9/30/19  0016263540
Draft Date/Amount.....: 10/17/19     32,352.00
Wholesale Date ...... : 10/17/19       Wholesale Return Date :  0/00/00

F3=Exit   F12=Cancel   F4=Prompt FSC    F8=Vin History    F9=Special Programs
```

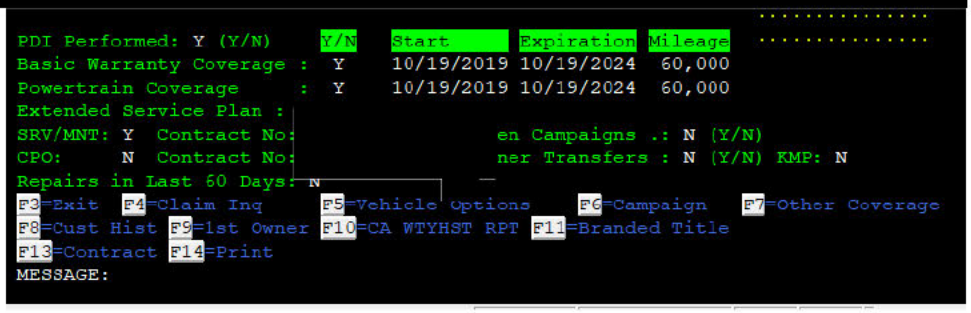
```
 3/28/22                          KIA AMERICA                          VSD00403
18:53:40          Vehicle Master Inquiry - Retail Information          CCGBLM

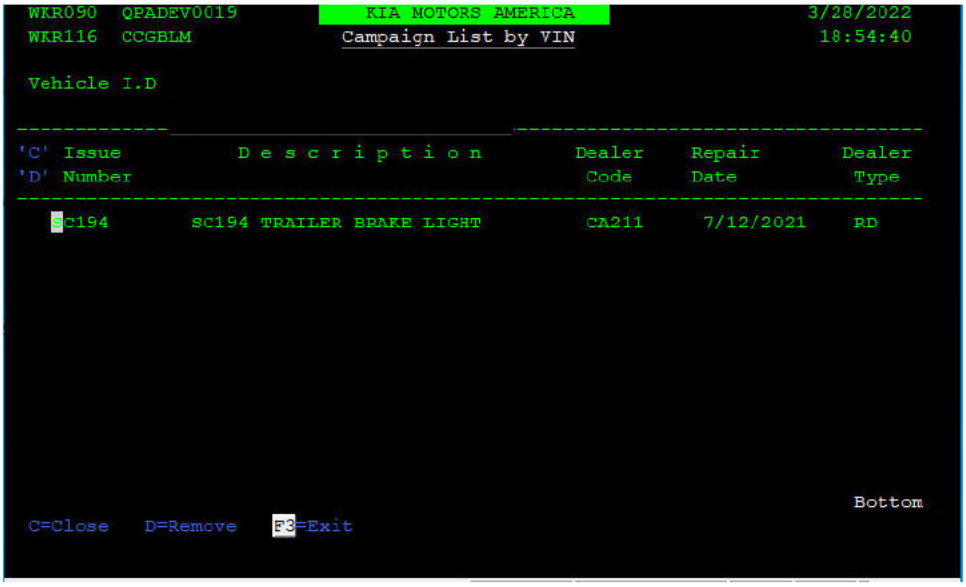
Year:    2020 Model: J4222    Serial#:   049657   Full VI
Ext/Int: SWP  WHITE      WK   BLACK      Engine: G6DNKA21
Accessory Code:      10       OPT: STD
Veh Type.........:            Sales Type: RSALE NORMAL RETAIL SALE
Retail Dealer...: CA211   Riverside Kia
Date Sold/Report: 10/19/19  10/21/19     Deal#:            Mileage:        77

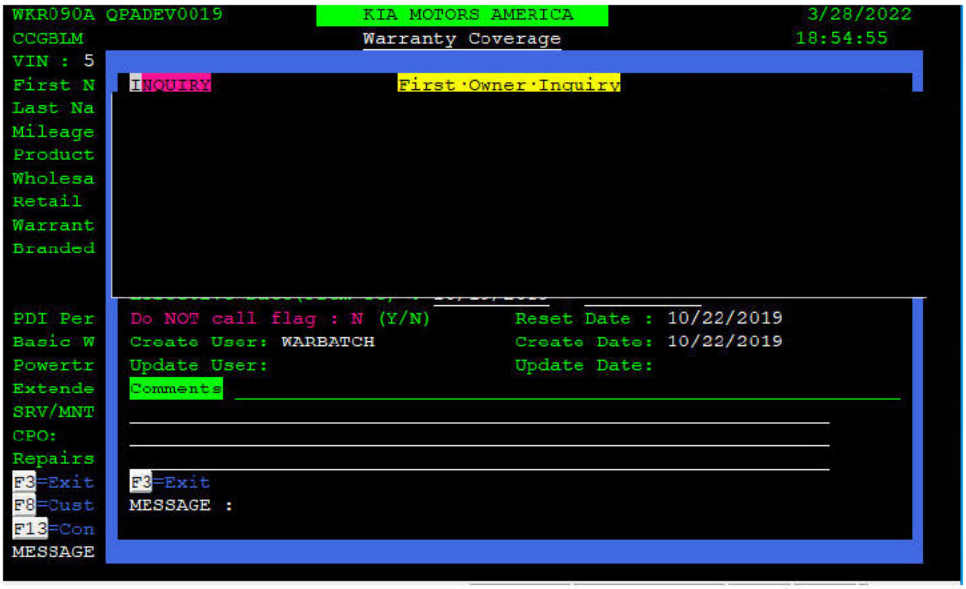
Owners Name.....
Owners Adress...
City/State/Zip..
Owners Phone#...
Owner Email.....
Co-Buyer Name...
Co-Buyer Address
City/State/Zip..:
Co-Buyer Phone#.:

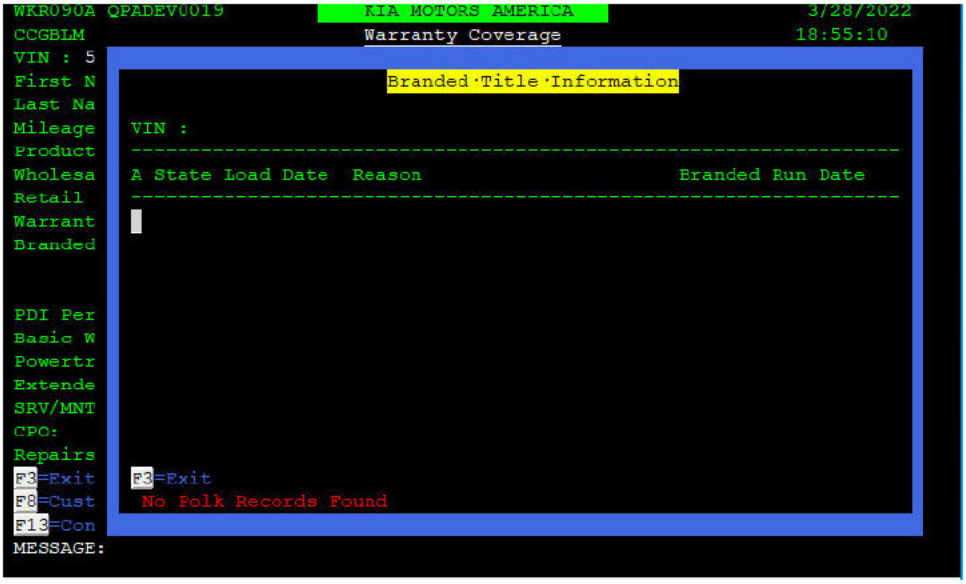
Warranty Started: 10/19/19               Sales Person SSN: AJW7
Previous Retail : N                      Sales Manager SSN:

F3=Exit F12=Cancel F4=Prompt FSC F6=CoBuyer F8=Vin History F9=Special Programs
```


PDI Performed: Y (Y/N)
Y/N
Start
Expiration
Mileage
Basic Warranty Coverage : Y 10/19/2019 10/19/2024 60,000
Powertrain Coverage : Y 10/19/2019 10/19/2024 60,000
Extended Service Plan :
SRV/MNT: Y Contract No:
CPO: N Contract No:
en Campaigns .: N (Y/N)
ner Transfers : N (Y/N) RMP: N
Repairs in Last 60 Days: N
F3=Exit F4=Claim Inq F5=Vehicle Options F6=Campaign F7=Other Coverage
F8=Cust Hist F9=1st Owner F10=CA WTYHST RPT F11=Branded Title
F13=Contract F14=Print
MESSAGE:


WKR090 QPADEV0019
KIA MOTORS AMERICA
3/28/2022
WKR116 CCGBLM
Campaign List by VIN
18:54:40
Vehicle I.D
'C' Issue
'D' Number
D e s c r i p t i o n
Dealer Code
Repair Date
Dealer Type
SC194
SC194 TRAILER BRAKE LIGHT
CA211
7/12/2021
RD
Bottom
C=Close D=Remove F3=Exit


WKR090A QPADEV0019
KIA MOTORS AMERICA
3/28/2022
CCGBLM
Warranty Coverage
18:54:55
INQUIRY
First Owner Inquiry
Do NOT call flag : N (Y/N)
Reset Date : 10/22/2019
Create User: WARBATCH
Create Date: 10/22/2019
Update User:
Update Date:
Comments
F3=Exit
MESSAGE :


WKR090A QPADEV0019
KIA MOTORS AMERICA
3/28/2022
CCGBLM
Warranty Coverage
18:55:10
Branded Title Information
VIN :
A State Load Date Reason Branded Run Date
F3=Exit
No Polk Records Found
MESSAGE:

Electronically FILED by Superior Court of California, County of Riverside on 05/09/2022 02:51 PM
Case Number CVRI2201969 00000207731 99 - W. Samuel Hamrick Jr., Executive Officer/Clerk of the Court By Araceli Amezcua, Clerk

[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

[redacted]
individual;

Plaintiff

vs.

[redacted]

KIA AMERICA,

A California Corporation;

AND DOES 1-50, INCLUSIVE

Defendant(s)

Case No [redacted]

ASSIGNED FOR ALL PURPOSES:
Hon.:
Dept.:

COMPLAINT OF JOSE LOUIS ESTRADA FOR:

1. Unfair Practices Prohibited by CLRA
2. Breach of Warranty Contract
3. Fraud: Intentional Misrepresentation
4. Song-Beverly Act Remedy

KIAN LAW GROUP
27201 PUERTA REAL, SUITE 300
MISSION VIEJO, CA 92691

[redacted]

[redacted] or "Plaintiff" or "Plaintiff [redacted] brings this Complaint against Defendant Riverside Kia ("Riverside") and Kia America ("Kia") (also "Defendant(s)") regarding a 2020 Kia Telluride [VIN [redacted]

("the Car") in the Superior Court of the State of California for the County of Riverside and alleges as follows:

[redacted]TIES, JURISDICTION, AND VENUE

[redacted]is an adult man and a natural person residing in Riverside County, California.

3. Defendant Riverside Kia is a car dealership located at 8100 Auto Drive, Riverside, CA 92504 and is believed to be part of a national chain of used automobile dealerships.

4. Defendant Kia America is the American sales, marketing, and distribution arm of Kia Corporation. Their office is located at 111 Peters Canyon Rd, Irvine, CA 92606.

5. The true names and capacities of certain other Defendants ("Does") are unknown to Plaintiff currently. Plaintiffs are informed and believe that each and every "Doe" Defendant is responsible in some manner for the acts and omissions alleged herein. Plaintiffs will provide the true names of each "Doe" Defendant they have been determined.

6. Each paragraph in this Complaint is incorporated by reference in each other paragraphs. Each allegation for each cause of action is incorporated by reference in every other cause of action. Despite the labels on the cause of action and section headings and dividers, the complaint, and the remedies sought are to be read as one unit.

7. To the extent any cause of action stated herein is insufficiently plead, but that such lack of sufficiency can be satisfied by other allegations stated in the Complaint, that other allegation is incorporated by reference into the insufficient cause of action to cure the insufficiency.

8. [redacted]is informed, believes, and thereon alleges that the above-entitled Court is the proper Court for this action because the acts and occurrences complained of occurred in the City of Riverside, California, and that the amount claimed is in excess of the jurisdictional minimum of this Court.

///

///

KIAN LAW GROUP
27201 PUERTA REAL, SUITE 300
MISSION VIEJO, CA 92691

FACTS COMMON TO ALL CAUSES OF ACTION

9. On or around October 2019, [redacted] purchased the car from Defendant Kia Riverside with approximately seventy-seven (77) miles on the car's odometer, with a vehicle service warranty.

10. [redacted] purchased an extended warranty from Defendant called the "PLATINUM SERVICE CONTRACT" ("Service Contract"). **[EXHIBIT A]**

11. The Service Contract was to last twelve months or 100,077 miles, whichever occurred first. When the automobile was purchased, the odometer of the Car read 77 miles.

12. On Page 2 of the Service Contract, in the very second paragraph, section headed **"SERVICE CONTRACT COVERAGE"** provides: ". . . In the event of a MECHANICAL breakdown, WE agree to make repairs or reimburse YOU for the cost of parts and labor or replace a Covered Part . . ."

13. Shortly after purchase, on or around November 29, 2019, the Car's check engine light appeared, causing [redacted] to take the Car to Defendant Riverside Kia's Service Center for diagnosis.

14. Then, on or around June 8, 2021, Plaintiff took the Car to Defendant's service center because the Car had begun to stall whi[redacted]as driving it. The Defendant Riverside Kia's Service Center noted a key internal mechanical failure had occurred.

15. On or around July 7, 2021, Plaintiff took the Car to Defendant Riverside Kia's service center because the Car's high beam lights were, again, not working; the Car's check engine light was back on; and the Car had died a few times whil[redacted]as driving it.

16. Later in July of 2021, the Car's Check Engine Light turned on and the vehicle stopped working again while Plaintiff was operating the vehicle.

17. On or around November 27, 2021, Plaintiff took the Car to Defendant Riverside Kia's service center, and the Service Advisor noted that the Car's rotors were "unable to m[a]chine."

18. Finally, on or around February 2, 2022, Plaintiff took the Car to Defendant Riverside Kia's service center because the Car was leaking oil.

KIAN LAW GROUP
27201 PUERTA REAL, SUITE 300
MISSION VIEJO, CA 92691

19. Plaintiff's Car suffered a catastrophic failure of its battery and alternator while driving on a public road.

20. Plaintiff has taken the Car in to the Defendant Riverside Kia's service center at least **six** different times.

21. Plaintiff has repeatedly appealed to both Defendant Riverside Kia and Defendant Kia America to honor their contract since the Car has suffered catastrophic breakdowns well within the warranty's coverage period. Defendant Riverside Kia and Kia America has failed to honor their contract with Plaintiff.

FIRST CAUSE OF ACTION

UNFAIR PRACTICES UNDER CLRA, §§ 1750 – 1784 CC

(Against Defendant(s) Riverside Kia and Kia of America)

22. Plaintiff incorporates by reference each and every allegation contained in each paragraph above as though set forth herein.

23. Plaintiff alleges that both Defendant(s) Riverside Kia and Kia America violates the California Consumer Legal Remedy Act ("CLRA") through their unfair practices.

24. Plaintiff acquired, or sought to acquire, by purchase or lease, the Car for personal, family, or household purposes;

25. Defendant Riverside Kia represented that the Car was of sound mechanical condition and a reliable means of transportation. This representation was false because the severe mechanical problems the Car suffered almost immediately after being driven off Defendant's lot rendered the Car undrivable.

26. Defendant Riverside Kia violated California Civil Code 1770(a)(7) et al. by representing that the Car was of a particular standard, quality, or grade, when the actual Car delivered to the Plaintiff fell far below particular standard, quality, or grade of mechanical reliability represented to the Plaintiff by Defendant's sales staff. The Car suffered catastrophic mechanical failures.

27. Plaintiff was harmed by Defendant Riverside Kia's unfair practices because Plaintiff relied on Defendant's representation of the Car's reliability in their decision to purchase

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the Car. The Plaintiff relied upon the Defendant's representations regarding the Car's reliability and the Defendant's representation was a substantial factor in Plaintiff's decision to purchase the Car. Plaintiff would not have otherwise purchased the Car from the Defendant Riverside Kia had the Plaintiff been accurately informed by Riverside Kia that the Car would suffer catastrophic mechanical defects which would render the Car undrivable.

28. Plaintiff has incurred costs and damages addressing the catastrophic mechanical failures of the car.

Plaintiff has given notice of the particular alleged violation of Section 1770. **[EXHIBIT B]**

SECOND CAUSE OF ACTION

BREACH OF CONTRACT

(Against Defendant(s) Riverside Kia and Kia of America)

29. Plaintiff [redacted] incorporates by reference each and every allegation contained in each paragraph above as though set forth herein.

30. Plaintiff and Defendant Riverside Kia entered a Service Contract.

31. Plaintiff [redacted] did all, or substantially all, of the significant things that the contract required Plaintiff [redacted] o do.

32. The Car which Plaintiff [redacted] purchased from Defendant Riverside Kia was still within the Service Contract's coverage period when it suffered catastrophic mechanic failures, meaning that all conditions required by the Service Contract for Defendant's performance were met.

33. Defendant failed to reimburse Plaintiff [redacted] for the to remedy the covered breakdown of the Car as required by the Service Contract.

34. Plaintiff [redacted] has been harmed because of the money the Plaintiff [redacted] has had to spend dealing with the consequences of the Car's breakdown.

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35. The Defendant Riverside Kia's breach of contract has been a substantial factor in causing the Plaintiff [redacted] harms because the Plaintiff [redacted] would not otherwise have had to spend money on the consequences of the Car's breakdown if the Defendant had honored the Service Contract.

THIRD CAUSE OF ACTION

FRAUD: INTENTIONAL MISREPRESENTATION

(Against Defendant(s) Riverside Kia and Kia of America)

36. Plaintiff [redacted] incorporates by reference each and every allegation contained in each paragraph above as though set forth herein.

37. Plaintiff [redacted] claims that Defendant Riverside Kia made a false representation regarding the reliability of the Car which has harmed Plaintiff [redacted]

38. Defendant represented to Plaintiff [redacted] that the Car was reliable and was not prone to catastrophic mechanical failures or breakdowns.

39. Defendant's representation regarding the Car's mechanical reliability was false as evidenced by the catastrophic mechanical breakdowns suffered by the Car soon after the Car was taken off the lot.

40. Defendant Riverside Kia knew that their representation of the Car's reliability to Plaintiff [redacted] was false because Riverside Kia carefully inspects their automobile inventory before sales and accordingly made all representations regarding the Car's reliability to Plaintiff [redacted] without any regard for their truth.

41. Plaintiff [redacted] reasonably relied on Defendant Riverside Kia's representations regarding the Car's reliability because Riverside Kia holds itself out to be an expert in used cars sales.

42. Plaintiff [redacted] was harmed because he had to spend money out of his own pocket which should have been covered under warranty.

43. Plaintiff [redacted] reliance on Riverside Kia's representation was a substantial factor in causing Plaintiff's harms because Plaintiff would not have otherwise purchased a

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mechanically unreliable automobile like the Car he purchased from Riverside Kia had Plaintiff known about the true mechanical condition of the Car.

FOURTH CAUSE OF ACTION

SONG-BEVERLY ACT REMEDY

(Against Defendant(s) Riverside Kia and Kia of America)

44. Plaintif incorporates by reference each and every allegation contained in each paragraph above as though set forth herein.

45. Plaintiff claims that he was harmed by Defendant Riverside Kia's failure to repurchase or replace the Car after a reasonable number of repair opportunities.

46. Plaintiff urchased the Car from Defendant Riverside Kia.

47. Defendant Riverside Kia gave Plaintiff a warranty by making a written statement that the Car was reliable, and that Defendant Riverside Kia would pay for or buy back the Car if the Car suffered an irreparable breakdown.

48. The Car suffered a serious mechanical breakdown shortly after leaving Defendant Riverside Kia's lot.

49. Plaintiff delivered the Car to Defendant Riverside Kia or its authorized facilities for repairs immediately after the Car developed mechanical problems.

50. Defendant Riverside Kia or its representative(s) failed to repair the Car after a reasonable number of attempts at fixing the Car.

51. Defendant Riverside Kia did not replace the Car or reimburse Plaintiff an amount of money equal to the purchase price of the Car, less the value of its use by Plaintiff

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WHEREFORE, this Plaintiff [redacted] prays:

1) For a determination that Defendant(s) Riverside Kia and Kia of America are liable for unfair practices under the CLRA;

2) For a determination that Defendant(s) Riverside Kia and Kia of America is liable for Breach of Contract;

3) For a determination that Defendant(s) Riverside Kia and Kia of America is liable for Intentional Misrepresentation;

4) For a determination that Defendant(s) Riverside Kia and Kia of America have failed to remedy Plaintiff's harms as required by the Song Beverly Act;

5) For an injunctive order seeking specific performance of the Service Contract's language requiring Defendant(s) Riverside Kia and Kia of America to pay for the harms suffered by Plaintiff [redacted]

6) For Defendant to be ordered to pay restitution to Plaintiff to cure the harms suffered by Plaintiff;

7) For either Preliminary/Permanent Injunctions as prayed for above;

8) That Plaintiff be awarded costs, including attorneys' fees for enforcing this lawsuit;

9) For punitive damages against all Defendants; and

10) For such other and further relief as the court may deem proper.

Respectfully submitted May 9, 2022, by:

KIAN LAW GROUP

[redacted]

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EXHIBIT A

Chat with the Dealer Assistance Team > Click the bubble at the bottom right of your screen to get started.

Click on the "RHT" tab to start using the new RHT claims initiation tool. Learn more.

VIN

[redacted]

2020 KIA TELLURIDE

[redacted]

(SRV) Service - (PNP) Platinum [redacted] Form ID: K110 11/18 (Brand : KMA) | Sold By: Riverside Kia | **Contra** [redacted] Dealer Re[redacted]

Term: 10 Years

Purchase Date : 10-19-2019
Expiration Date : 10-19-2029

In Service Date : 10-19-2019
Invoice Date : 10-21-2019

Mileage: 100,000 Miles

Starting Mileage : 77 Miles
Expiration Mileage : 100,077 Miles

Deductible: $250

Options
(ZTF) $250 Deductible Option

(ESG) Theft / Appearance - (XGN) Green Appearance Protection New

999,999 Miles

10-19-2024

5 Years

10-19-2019

ACTIVE

[redacted]

[redacted]

PARTIES TO THIS SERVICE CONTRACT: The following **BOLD** print appearing throughout this Service Contract has the following meanings: **"YOU", "YOUR", "MY"** and **"I"** mean the customer named as Service Contract Holder on this Service Contract. **"WE", "US"** and **"OUR"** refer to Fidelity Warranty Services, Inc. ("FWS"), the obligor of this Service Contract.

SERVICE CONTRACT PERIOD: Coverage under this Service Contract begins on the SERVICE CONTRACT PURCHASE DATE and the CURRENT ODOMETER READING shown on this Service Contract. Coverage under this Service Contract expires: (1) based on **TERM** or **MILEAGE** (as shown on this Service Contract), whichever comes first; or (2) if/when the aggregate total of benefits paid/payable under the Service Contract exceeds the limits as set forth in the **LIMITS OF LIABILITY** section.

SERVICE CONTRACT COVERAGE: In the event of a **MECHANICAL BREAKDOWN, WE** agree to make repairs or reimburse **YOU** for the cost of parts and labor to repair or replace a Covered Part, less applicable deductible, subject to the terms, conditions, and limitations herein. A Covered Part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action, inaction, or failure of any non-covered parts. **IF THE MECHANICAL BREAKDOWN IS COVERED UNDER ANY WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR REPAIR ADJUSTMENT ("OTHER COVERAGE"), UPON REPAIR, WE WILL PAY THE DIFFERENCE, IF ANY, BETWEEN THE PAYMENTS DUE UNDER THIS SERVICE CONTRACT AND THE PAYMENTS DUE UNDER THE OTHER COVERAGE, LESS APPLICABLE DEDUCTIBLE.** This Service Contract is not an insurance policy, a warranty, or a guarantee.

MECHANICAL BREAKDOWN: The failure of a Covered Part (as defined in **VEHICLE COVERED PARTS**) due to (1) faulty workmanship or materials supplied by the original vehicle manufacturer or distributor; or (2) a gradual reduction in operating performance as a result of normal wear and tear.

PLAN COVERAGE: The coverage plans described on this Service Contract are as follows: **POWERTRAIN, GOLD,** and **PLATINUM**. The coverage plan that applies to **YOUR** vehicle is determined by which box has been selected on this Service Contract.

VEHICLE COVERED PARTS

POWERTRAIN COVERAGE PLAN

ENGINE: All internally lubricated parts contained within the engine, plus the following: intake manifold; exhaust manifolds; balance shaft; water pump; fuel pump, diesel injection pump, diesel oil controlled fuel injectors; thermostat; timing gears, chain or belt, and tensioner; oil pump; rotor housing, rotors, shims and silent shaft; all internal fasteners, nuts and bolts; turbocharger/supercharger assembly including boost valve, boost pressure control, wastegate, recirculation and blow off valve; seals and gaskets.

TRANSMISSION/TRANSAXLE/TRANSFER CASE: All internally lubricated parts contained within the transmission, transaxle and transfer case, plus the following: all internal fasteners, nuts and bolts; shift cover and forks; bell housing, components within the bell housing; torque converter; external valve bodies, control units and solenoids; seals and gaskets.

DRIVE AXLE: All internally lubricated parts contained within the differential/axle housing(s), plus the following: cover; 4x4 locking hubs and electric or vacuum actuator; seals and gaskets.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS/HYDROGEN COMPONENTS: Electric motor/generator(s) all internal components; inverter/converter/transformer units including all internal components and cover; continuously variable transmission and all internal components; power split device and all internal components; reduction/reducer box and all internal components; seals and gaskets.

GOLD COVERAGE PLAN

(Includes POWERTRAIN Coverage Plan plus the following additional parts)

ENGINE: Oil pan; valve, timing and side covers; thermostat housing; water pump pulley; engine mounts; harmonic balancer; flex plate/flywheel and ring gear.

COOLING: Radiator, mounting brackets and coolant recovery tank; fan clutch, fan blades and motor; fan shroud; heater core; transmission oil cooler; engine oil cooler.

TRANSMISSION: Oil pan; detent cable; kickdown link; throttle cable; vacuum modulator; transmission mounts.

DRIVE AXLE: Constant velocity joints and boots; slip joint; front wheel drive axles/half-shafts and wheel bearings; u-joints; couplings; flex disc; prop shafts; center support bearings.

STEERING: Tie rods, idler and pitman arms, center/drag link, coupling and shafts; cooler lines; steering gear housing and internal parts; rack and pinion housing and internal parts; power steering pump and internal parts including reservoir; electric steering motor; power steering pump or electric steering motor mounting brackets; seals and gaskets.

BRAKES: Compensator/proportioning valve; metering valve; calipers; wheel cylinders; backing plate; brake adjusters and brake hardware; brake pedal, pedal lever and pedal pivot; parking brake linkage/ratchet assembly and cable; anti-lock braking system component parts including control processor/module, pump, dump valve, wheel speed sensors, solenoids, accumulator, yaw rate sensor, and pressure differential switch; master cylinder; vacuum or hydraulic brake booster assembly; hydraulic lines, hoses and fittings; brake pedal apply pin; seals and gaskets.

AIR CONDITIONING: Accumulator; receiver drier; automatic temperature control programmer; clutch assembly including coil, disc and pulley; control cables; cutoff switch; serpentine belt tensioner, bearing and pulley; condensor; compressor; evaporator; orifice/expansion valve; seals and gaskets.

FRONT/REAR SUSPENSION: Upper and lower control arms, shafts and bushings; upper and lower ball joints; struts; wheel bearings/hubs; spindle/steering knuckle and spindle support; coil and leaf springs, seats and bushings, leaf spring shackles; track bars, links and bushings; electronic level control components including pump, accumulator, lines, bags; stabilizer bar, links and bushings; kingpin; torsion bar, mounts and bushings; tension rods/radius arm.

ELECTRICAL: Front and rear wiper motor, transmission and linkage; power window motor; window regulators; power seat motor; steering column multi-function switch and individual switches for turn signal, headlamp, dimmer, wiper, washer and cruise control; clock spring/ spiral cable; mirror motor switch; brake light switch; neutral safety switch; glove box light switch; courtesy light switch; cooling fan relay; air control solenoid; air regulator valve; idle air control motor; electronic ignition module; ignition coil; engine distributor including shaft, gear, bushings and modules; electronic throttle control, gas pedal position sensor/assembly; throttle position sensor; vehicle speed sensor; manifold absolute pressure sensor; knock sensor and barometric pressure sensor; alternator; alternator mounting bracket, voltage regulator; starter motor, solenoid and drive.

ADDITIONAL HYBRID/PLUG-IN ELECTRIC/COMPRESSED NATURAL GAS/HYDROGEN COMPONENTS: Motor/generator belt tensioner; drive motor dampener; voltage inverter reservoir; three-phase high voltage cables; hydraulic or electric regenerative braking system; hybrid/ EV/hydrogen battery (nickel-metal hydrate or lithium-ion drive propulsion battery) including the case and mounting hardware, junction block, main battery cable, and frame wire; onboard battery charging system including charge controller, plug in outlets, plug in cable, and trickle charger cable; electric AC compressor and motor; electric steering rack, gear, and motor; electro/hydraulic power steering pump and reservoir; hydrogen fuel cell stack; battery cooling pump; seals and gaskets.

PLATINUM COVERAGE PLAN

Includes the **POWERTRAIN** and **GOLD** Coverage Plans plus ANY OTHER **MECHANICAL BREAKDOWN** except for those items listed in the section **EXCLUSIONS FROM COVERAGE** and subject to the **LIMITS OF LIABILITY** section. All other terms and conditions of this Service Contract remain unchanged.

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ELECTRONIC CONTROL MODULE REPROGRAMMING: Includes reprogramming of Electronic Control Modules in conjunction with a covered repair and in standalone cases where reprogramming repairs a **MECHANICAL BREAKDOWN.**

ALTERNATE TRANSPORTATION: In the event **YOUR** covered vehicle cannot be repaired within the same day, **WE** will reimburse **YOU** up to a maximum of $40 per day for ten (10) days for the cost of alternate transportation incurred if required for a covered repair. **ALTERNATE TRANSPORTATION** coverage includes reimbursement for public transportation, rental car services or rideshare services using a legal business entity. **YOU** are responsible for obtaining a rental car or rideshare service from a licensed rental car agency, authorized dealer or an authorized rideshare service provider. **ALTERNATE TRANSPORTATION** COVERAGE IS NOT PROVIDED FOR PARTS DELAY, SHOP SCHEDULING OR FOR WORK NOT COVERED BY THIS SERVICE CONTRACT. **YOU** MUST RECEIVE PRIOR AUTHORIZATION FOR ALTERNATE TRANSPORTATION. REIMBURSEMENT IS LIMITED TO DOWNTIME REPAIRS AND ENDS ON THE DATE OF REPAIR COMPLETION OR AFTER TEN (10) DAYS, WHICHEVER OCCURS FIRST.

TOWING COVERAGE: YOU will be reimbursed up to $100 per **MECHANICAL BREAKDOWN** for towing expenses incurred from a towing company, if required due to a **MECHANICAL BREAKDOWN.**

TRAVEL BREAKDOWN: In the event of a **MECHANICAL BREAKDOWN, WE** will reimburse **YOU** for motel/hotel lodging and restaurant expenses incurred, commencing the day after the claim is reported to **US**, provided the **MECHANICAL BREAKDOWN** occurred in excess of 100 miles from home. Such reimbursement shall be limited to $100 per calendar day, up to $500 per occurrence. Reimbursement is limited to downtime repairs and ends at the date of repair completion.

DIAGNOSTICS COVERAGE: WE will pay for reasonable, necessary and customary diagnostic charges incurred in conjunction with a covered **MECHANICAL BREAKDOWN,** not to exceed the labor time listed in a nationally recognized parts and labor guide. **DIAGNOSTIC TIME WILL NOT BE PAID FOR THOSE CONDITIONS WHERE THE PROPER REPAIR IS READILY APPARENT TO THE NORMAL SENSES OF SIGHT, TOUCH, SMELL AND/OR SOUND.**

RELATED DAMAGE COVERAGE: WE will pay for the replacement of brake pads, belts and hoses that are damaged and require replacement as a direct result of a **MECHANICAL BREAKDOWN.** This coverage includes disc brake rotor or brake drum resurfacing/replacement required as a direct result of a **MECHANICAL BREAKDOWN.**

FLUID COVERAGE: WE will pay for replacement of necessary fluids, oils, greases, lubricants and approved A/C gases that must be replaced in conjunction with a **MECHANICAL BREAKDOWN. THIS COVERAGE DOES NOT APPLY TO SHOP SUPPLIES.**

LIGHT DUTY COMMERCIAL USE COVERAGE: In order to qualify for Light Duty Commercial Use Coverage, the vehicle described on this Service Contract must be a passenger car, sport utility vehicle, van or pickup truck not exceeding one (1) ton capacity, and have no more than 35,000 odometer miles at the time of sale. Eligible usage is limited to company or pool vehicles used for business travel, site inspection, light delivery, service or repair, and snow removal provided **YOUR** vehicle is equipped for snow removal as recommended by the manufacturer. Cab/chassis, cutaways, stripped chassis, incomplete vehicles, branded title vehicles and any vehicles exceeding one (1) ton capacity are not eligible for coverage.

RIDESHARE COVERAGE: In order to qualify for Rideshare Coverage, the vehicle described on this Service Contract must be a passenger car, sport utility vehicle, van or pickup truck not exceeding one (1) ton capacity. Eligible usage is limited to **YOUR** personal vehicle for the purpose of carriage of passengers for hire. Cab/chassis, cutaways, stripped chassis, incomplete vehicles, branded title vehicles and any vehicles exceeding one (1) ton capacity are not eligible for coverage.

LIFT KIT COVERAGE: Provides coverage for vehicles with lift kits and associated parts.

TRANSFER: YOU may transfer this Service Contract to another owner, but not to another vehicle. To transfer this Service Contract, YOU must mail the following three (3) items to FWS within thirty (30) days of transfer of vehicle ownership: (1) a completed Transfer Form (or a letter containing the name and address of the new owner and YOUR authorization to transfer); (2) a legible copy of the front page of this Service Contract; and (3) a check for $40 payable to FWS, for the transfer fee. This Service Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

DEDUCTIBLE AND UNCOVERED COSTS: For each repair visit, **YOU** will be responsible for the deductible amount selected by **YOU**, as shown on this Service Contract, and for any other costs not covered by this Service Contract. If no box is checked, the deductible will be $100. If **YOU** selected the reducing deductible option and return to the Selling Dealer to have repairs made, the deductible will be waived. If **YOU** selected the reducing deductible option and return to the Selling Dealer for repairs to find the Selling Dealer is out of business, **YOU** can have **YOUR** vehicle repaired elsewhere, and **WE** will waive the deductible per **YOUR** notification to **US** of the Selling Dealer's closure. When a **MECHANICAL BREAKDOWN** occurs that is covered by a manufacturer's warranty, upon repair, **WE** will reimburse **YOU** for the difference between **OUR** deductible and the manufacturer's deductible. **If the same Covered Part previously repaired under this Service Contract fails again, the deductible will be waived.**

CANCELLATION: This Service Contract may be cancelled by **YOU** at any time during the **SERVICE CONTRACT PERIOD**. To cancel this Service Contract, contact **YOUR** Selling Dealer or FWS in writing for instructions. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made, less an administration fee of $50 that FWS will charge and retain. If **YOU** cancel after sixty (60) days, a Pro-Rata refund of the SERVICE CONTRACT PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE less an administration fee of $50 that FWS will charge and retain. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Service Contract will be terminated, and all rights and interests to cancel and obtain a refund under the Service Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Service Contract is cancelled by **US**.

EXCLUSIONS FROM COVERAGE: THIS SERVICE CONTRACT WILL NOT PAY OR REIMBURSE YOU FOR:

1. **ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ACCIDENTS, ANY ALTERATION TO THE VEHICLE OR THE COVERED PART, USE OF OVERSIZED OR UNDERSIZED TIRES OR WHEELS, ALTERATION TO THE VEHICLE NOT AUTHORIZED BY ITS MANUFACTURER OR BY A MANUFACTURER-APPROVED INSTALLER THAT CAUSES THE MANUFACTURER TO DENY A FACTORY WARRANTY CLAIM, THE FAILURE OF ANY PART NOT COVERED BY THIS SERVICE CONTRACT, ACCIDENTAL LOSS, FOR A BREAKDOWN CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS MEET THE MANUFACTURER'S SPECIFICATIONS (E.G. TIRES TWO OR MORE SIZES LARGER OR SMALLER THAN THE MANUFACTURER'S SPECIFICATIONS, LIFT KITS (UNLESS LIFT KIT COVERAGE IS SELECTED ON THIS SERVICE CONTRACT), AFTERMARKET PERFORMANCE PARTS OR SYSTEMS);**
2. **ANY MECHANICAL BREAKDOWN CAUSED BY AN ACCIDENT, COLLISION, UPSET DAMAGE, FALLING OBJECTS, THEFT, LARCENY, EXPLOSION, LIGHTNING, EARTHQUAKES, FIRE, WINDSTORMS, HAIL, WATER, FLOODS, SUBFREEZING TEMPERATURE, MALICIOUS MISCHIEF, VANDALISM, CIVIL COMMOTION, RIOTS, OR WARS;**
3. **THE REPAIR OR REPLACEMENT OF A COVERED PART IF THE PART IS COVERED, EITHER IN FULL OR AT REDUCED COST, UNDER ANY WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT BY THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE. SOLE COVERAGE FOR SUCH PARTS AND REPAIRS SHALL REST SOLELY WITH THE MANUFACTURER, IMPORTER, DISTRIBUTOR, SELLER OR OTHER REPAIRER OF THE VEHICLE, REGARDLESS OF WHETHER THE CLAIM IS HONORED OR REPAIR IS COMPLETED. IF THE REPAIR IS COMPLETED, REIMBURSEMENT FOR ANY CO-PAY OR DEDUCTIBLE DUE UNDER THE WARRANTY, OTHER SERVICE CONTRACT, POLICY, RECALL, OR OTHER REPAIR ADJUSTMENT IS AVAILABLE, LESS APPLICABLE DEDUCTIBLE, UPON REPAIR AND SUBMISSION OF ALL REQUIRED DOCUMENTS;**
4. **ANY INVOICE PRESENTED TO FWS FOR PAYMENT OF SERVICES NOT PERFORMED AS DESCRIBED AT THE TIME OF AUTHORIZATION;**
5. **ANY CLAIM IF YOUR VEHICLE'S ODOMETER, SINCE THE SERVICE CONTRACT PURCHASE DATE, HAS BEEN ALTERED, DISCONNECTED, IS INOPERABLE, OR ACTUAL MILEAGE CANNOT BE DOCUMENTED, OR REASONABLY BE ESTIMATED;**
6. **ANY CLAIM IF YOUR VEHICLE IS USED FOR: COMPETITIVE DRIVING OR RACING; POLICE OR EMERGENCY SERVICE; PRINCIPALLY OFF-ROAD USE; THE PURPOSE OF COMMERCIAL RENTAL, TAXI, LIMOUSINE, OR SHUTTLE; CARRIAGE OF PASSENGERS FOR HIRE (UNLESS YOU HAVE SELECTED THE RIDESHARE COVERAGE ON THIS SERVICE CONTRACT AND YOUR VEHICLE QUALIFIES FOR SUCH COVERAGE); RENTAL PURPOSES; TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER;**
7. **ANY MECHANICAL BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE (INCLUDING THE NEGLIGENCE OF ANY REPAIR FACILITY), IMPROPER TOWING, OR LACK OF MAINTENANCE OF THE FAILED COVERED PART;**
8. **ANY MECHANICAL BREAKDOWN CAUSED BY CONTAMINATION, DAMAGE AS THE RESULT OF CONTINUED OPERATION WITH AN OVERHEAT CONDITION, LACK OF COOLANT OR LUBRICANTS, LACK OF OIL VISCOSITY, SLUDGE, RESTRICTED OIL FLOW, SALT, RUST AND RUST DAMAGE, ENVIRONMENTAL DAMAGE, OR CHEMICALS;**
9. **THE NEED TO REPAIR OR REPLACE A COVERED PART ARISING OR RESULTING FROM THE USE OF YOUR VEHICLE OUTSIDE OF THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA;**
10. **HAZARDOUS WASTE DISPOSAL CHARGES, BATTERY DISPOSAL CHARGES, ENVIRONMENTAL FEES, STORAGE OR FREIGHT CHARGES, ADJUSTMENTS, SHOP SUPPLIES, CORE CHARGES, OR CORRECTION OF RATTLES/SQUEAKS/WIND NOISE/ODORS/ WATER LEAKS;**
11. **ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR OTHER COSTS THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART;**

12. LIABILITY FOR DAMAGE TO PROPERTY, INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE WHETHER OR NOT RELATED TO THE COVERED PARTS;
13. ANY CLAIM IF YOUR VEHICLE IS USED FOR COMMERCIAL DELIVERY/SERVICE/REPAIR OR SNOW REMOVAL (UNLESS YOU HAVE SELECTED THE LIGHT DUTY COMMERCIAL USE COVERAGE ON THIS SERVICE CONTRACT AND YOUR VEHICLE QUALIFIES FOR SUCH COVERAGE);
14. UNDER POWERTRAIN AND GOLD COVERAGES, ANY PART THAT IS NOT SPECIFICALLY LISTED AS COVERED UNDER THE COVERAGE SELECTED;
15. UNDER PLATINUM COVERAGE, ANY OF THE FOLLOWING PARTS: BRAKE LININGS, BRAKE DRUMS AND ROTORS, DISC BRAKE PADS, STANDARD MANUAL TRANSMISSION CLUTCH FRICTION DISC, PRESSURE PLATE, PILOT BEARING, THROW-OUT BEARING AND ARM, AIR BAGS, SOLAR POWERED DEVICES, GLASS, LENSES, SEALED BEAMS, BODY PARTS AND/OR PANELS, WEATHER STRIPPING, TRIM, MOLDINGS, LOCK CYLINDERS, TIRES, WHEELS, ALL BATTERIES EXCEPT HYBRID/EV/HYDROGEN HIGH VOLTAGE BATTERIES AS LISTED UNDER GOLD, LIGHT BULBS, UPHOLSTERY, PAINT, BRIGHT METAL, FREEZE PLUGS, FILTERS, HEATER AND RADIATOR HOSES, EXHAUST SYSTEM, CATALYTIC CONVERTER, SHOCK ABSORBERS, WORK SUCH AS FRONT-END ALIGNMENT OR WHEEL BALANCING (EXCEPT WHEN REQUIRED IN CONJUNCTION WITH A MECHANICAL BREAKDOWN), SAFETY RESTRAINT SYSTEMS, AUDIO/SECURITY OR OTHER SYSTEMS NOT FACTORY INSTALLED, OR VINYL AND CONVERTIBLE TOPS;
16. GRADUAL BATTERY CAPACITY LOSS. NICKEL-METAL HYDRATE OR LITHIUM-ION BATTERIES, LIKE ALL BATTERIES, WILL EXPERIENCE GRADUAL CAPACITY LOSS WITH TIME AND USE. LOSS OF BATTERY CAPACITY DUE TO OR RESULTING FROM GRADUAL CAPACITY LOSS IS NOT COVERED UNDER THIS SERVICE CONTRACT;
17. THE CORRECTION OF OIL CONSUMPTION, REPAIR OF WORN RINGS, OR ANY REPAIRS FOR REDUCTION IN ENGINE EFFICIENCY THAT MUST BE PERFORMED ON YOUR VEHICLE WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURED;
18. ANY MAINTENANCE ON YOUR VEHICLE;
19. ANY PERSONAL EXPENSES (EXCEPT WHERE NOTED UNDER ALTERNATE TRANSPORTATION AND TRAVEL BREAKDOWN) ARISING BECAUSE YOUR VEHICLE IS NOT AVAILABLE FOR YOU TO USE;
20. DAMAGES CAUSED TO YOUR ENGINE RESULTING FROM THE INGESTION OF WATER THROUGH THE ENGINE AIR INTAKE SYSTEM (COMMONLY REFERRED TO AS WATER INGESTION);
21. ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING);
22. ANY INFORMATION PROVIDED BY YOU OR THE REPAIR FACILITY THAT CANNOT BE VERIFIED AS ACCURATE OR IS FOUND TO BE DECEPTIVELY INACCURATE;
23. LIFT KITS ARE EXCLUDED UNLESS YOU HAVE SELECTED THE LIFT KIT COVERAGE OPTION ON THIS SERVICE CONTRACT.

YOUR RESPONSIBILITIES:

1. HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SCHEDULE PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL; KEEP ORIGINAL COPIES OF ALL REPAIR ORDERS, INVOICES, AND RECEIPTS FROM THE PERFORMED SERVICES AND MAINTENANCE; AND PRESENT ALL ORIGINALS THAT ARE RELEVANT TO THE CLAIM AT THE TIME A CLAIM IS MADE;
2. USE ALL MEANS TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE IN THE EVENT OF A MECHANICAL BREAKDOWN. WITHOUT LIMITING THIS GENERAL RULE, SPECIFICALLY, YOU MUST STOP THE VEHICLE IMMEDIATELY AND HAVE IT REPAIRED BEFORE DRIVING IT FURTHER.

HOW TO MAKE A CLAIM: WHEN REPAIRS ARE REQUIRED, IF POSSIBLE, RETURN YOUR VEHICLE TO YOUR SELLING DEALER. IF YOU CANNOT RETURN YOUR VEHICLE TO YOUR SELLING DEALER, YOU MUST TELEPHONE FWS AT 1-866-440-1340 DURING NORMAL WORKING HOURS TO RECEIVE INSTRUCTIONS. IF YOU DO NOT FOLLOW OUR INSTRUCTIONS, WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR THE COST OF ANY REPAIRS. AUTHORIZATION MUST BE OBTAINED FROM FWS PRIOR TO HAVING YOUR VEHICLE REPAIRED. WE RESERVE THE RIGHT TO INSPECT ANY VEHICLE BEFORE AUTHORIZATION OF ANY REPAIRS. IN ORDER TO MAKE A CLAIM UNDER THIS SERVICE CONTRACT YOU MUST:

1. PROVIDE "TEARDOWN AUTHORIZATION" WHEN REQUESTED BY FWS, SO THAT THE REPAIR FACILITY CAN PROVIDE AN ACCURATE DIAGNOSIS AND ESTIMATE OF REPAIRS. WE ARE NOT OBLIGATED TO REIMBURSE YOU FOR TEARDOWN COSTS IN THE EVENT THE REPAIRS ARE NOT COVERED UNDER THE PROVISIONS OF THIS SERVICE CONTRACT;
2. IN THE EVENT OF AN EMERGENCY SITUATION THAT OCCURS AND FWS CANNOT BE REACHED, YOU CAN PROCEED WITH REPAIRS, BUT PAYMENT WILL BE IN ACCORDANCE WITH THE OTHER PROVISIONS OF THIS SERVICE CONTRACT;
3. SUBMIT A CLAIM FOR REIMBURSEMENT TO FWS, ALONG WITH ALL REQUIRED DOCUMENTS, WITHIN THIRTY (30) DAYS OF AUTHORIZATION OR REPAIR;
4. RETAIN ALL REPLACED PARTS UNTIL YOUR CLAIM IS SETTLED, AS YOU MAY BE REQUIRED TO SUBMIT THESE PARTS FOR INSPECTION.

FAILURE TO COMPLY WITH THE RESPONSIBILITIES OUTLINED HEREIN MAY RESULT IN THE DENIAL OF YOUR CLAIM. IF YOU HAVE ANY QUESTIONS WHICH CANNOT BE ANSWERED BY YOUR SELLING DEALER, PLEASE CONTACT FWS.

PAYMENTS: YOUR repairing dealer should perform authorized repairs covered under this Service Contract without charge to **YOU** for such repairs. If the repairing dealer does charge **YOU** for authorized repairs covered under this Service Contract, submit copies of all invoices and receipts pertaining to the authorized repairs along with a copy of the front page of this Service Contract to: FWS, P.O. Box 8567, Deerfield Beach, Florida 33443.

OUR OPTIONS: FWS will pay the repair facility directly or reimburse **YOU** for the repair or replacement of any Covered Part. **Replacement parts utilized in connection with a MECHANICAL BREAKDOWN will be, at the discretion of FWS, new or remanufactured OEM parts, new or remanufactured aftermarket parts or used parts that meet the quality standards of the repair facility or FWS.**

LIMITS OF LIABILITY: For any one repair visit, all benefits paid or payable shall not exceed the N.A.D.A. Official Used Car Guide retail value of **YOUR** vehicle at the instant prior to the most recent loss. The aggregate total of all benefits paid or payable during the **TERM** of this Service Contract shall not exceed the price **YOU** paid for **YOUR** vehicle. If the N.A.D.A. Official Used Car Guide vehicle valuation is unavailable, not widely recognized, or not commonly used in the geographic area, FWS may use another market retail valuation method. The payment for or reimbursement for repair or replacement of Covered Parts and the benefits stated under **ELECTRONIC CONTROL MODULE REPROGRAMMING, ALTERNATE TRANSPORTATION, TOWING COVERAGE, TRAVEL BREAKDOWN, DIAGNOSTICS COVERAGE, RELATED DAMAGE COVERAGE, FLUID COVERAGE,** and, if applicable, **LIGHT DUTY COMMERCIAL USE COVERAGE, RIDESHARE COVERAGE** and **LIFT KIT COVERAGE** are the only remedies available to a Service Contract Holder. **WE** assume no other obligation or responsibility with regard to the vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.

INSURANCE: OUR obligations under this Service Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. YOU are entitled to make a direct claim or request for refund at any time, for any reason to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. In some states, such obligations may be insured by an alternative carrier. Please refer to the STATE AMENDMENTS section for exceptions.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATIONS OR STATEMENTS SHOULD BE RELIED UPON BY **YOU**, INCLUDING ANY ORAL REPRESENTATIONS BY THE SELLING DEALER.
2. If it is not clear which **TERM/MILEAGE** or **COVERAGE PLAN** has been purchased, **YOU** should contact **YOUR** Selling Dealer or **US**.
3. This Service Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any provision of this Service Contract will be binding against **US** unless it is in writing and signed by one of the authorized representatives at **OUR** home office.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.
6. **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole.

TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED: Please note: The following paragraph does not apply to a claim for vehicle repairs or reimbursement for such repairs under this Service Contract. Please see: **HOW TO MAKE A CLAIM** for a repair or reimbursement claim. Prior to bringing or participating in an arbitration (or lawsuit, to the extent the Arbitration Clause herein is inapplicable for any reason) asserting any claim in law or equity relating to this Service Contract or its subject matter (collectively "Legal Claims"), **YOU** must provide written notice of **YOUR** Legal Claim to **US** within one (1) year from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. Such written notice **must** identify by name and contract number the specific Service Contract to which **YOUR** Legal Claim relates. **The provision of such timely, written notice is a condition precedent to bringing any Legal Claim relating to this Service Contract or its subject matter.** If **YOU** fail to timely provide such written notice of any Legal Claim, **YOU** shall have waived such Legal Claim in all respects. If **YOU** do provide the timely, written notice required hereunder, **WE** shall have ninety (90) calendar days following actual receipt of such notice to cure the circumstance(s) giving rise to **YOUR** Legal Claim. **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any such circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. Each requirement set forth in this paragraph requires strict (not substantial) compliance and survives the Contract Period, transfer or cancellation of this Service Contract. **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event arbitration is filed.

ARBITRATION: YOU agree that any and all claims or disputes of any kind whatsoever arising from or relating to this Service Contract or the relationships resulting from this Service Contract, whether in contract, tort, pursuant to statute, regulation, or ordinance, or in equity or otherwise ("Claims"), shall, upon delivery of a written notice demanding arbitration to the other party or parties, be resolved by binding arbitration on an individual (not class) basis only. This includes, without limitation, Claims by **YOU** against the Selling Dealer, FWS, or their parents, affiliates, employees, officers, successors, or assigns, or against those entities' parents' or affiliates' employees, officers, successors, or assigns. **THIS AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS ONLY IS FULLY BINDING IN THE EVENT THAT A CLASS ACTION OR SIMILAR LAWSUIT OR CLASS ARBITRATION IS FILED IN WHICH YOU OTHERWISE WOULD BE ELIGIBLE TO PARTICIPATE IN ANY CAPACITY, INCLUDING BUT NOT LIMITED TO, AS A MEMBER, CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL. THE PARTIES AGREE THAT THERE SHALL BE NO CLASS OR CONSOLIDATED ARBITRATION OF ANY CLAIM, AND EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE IN A CLASS PROCEEDING.**

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. ("JAMS")—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available at www.jamsadr.com or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award's basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability,

or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Arbitrations will be held within the federal judicial district encompassing the city and/or county where **YOU** reside or are located. The other parties to the arbitration (not including **YOU**) will pay in equal shares the first $2,500 in fees charged by the arbitration administrator for Claim(s) asserted by **YOU** in the arbitration. Thereafter, unless the applicable JAMS rules or applicable law specify otherwise, the parties to the arbitration (including **YOU**) shall share the arbitration fees equally, which amounts shall not be recoverable in the arbitration. Each party to the arbitration shall be responsible for its own attorney, expert, and other fees, unless applicable law provides otherwise. This Arbitration Clause shall not apply to any individual claim brought by **YOU** in small claims court, unless such claim is transferred, removed, or appealed to a different court.

If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Arbitration Clause; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the Arbitration Clause shall be null and void as to such claims only. This Arbitration Clause shall survive the Termination or cancellation of this Service Contract. In the event of a conflict between this Arbitration Clause and any other applicable arbitration provision, this Arbitration Clause shall control.

STATE AMENDMENTS: If this Service Contract is purchased in any of the following states, the following provisions will apply:

CALIFORNIA: The term MECHANICAL BREAKDOWN shall mean and refer to COVERED FAILURES. OUR California Vehicle Service Contract Provider License # is 0B29333. The **INSURANCE** section is removed in its entirety and replaced with the following: Performance to **YOU** under this Service Contract is guaranteed by a California approved insurance company. **YOU** may file a claim or request a refund at any time, for any reason with this insurance company if any promise made in the Service Contract has been denied or has not been honored. The name and address of the insurance company is: Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, 1-800-298-8011. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or (213) 897-8921 out of state, or access the department's internet website at www.insurance.ca.gov. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Service Contract may be cancelled by **YOU** at any time. To cancel, please contact **YOUR** Selling Dealer or FWS. If this Service Contract is cancelled by **YOU** during the first sixty (60) days, a one hundred percent (100%) refund of the SERVICE CONTRACT PURCHASE PRICE will be made and no administration fee will be charged. If **YOU** cancel after sixty (60) days of SERVICE CONTRACT PURCHASE DATE, a pro-rata refund will be made based upon the greater of the time or mileage expired from the SERVICE CONTRACT PURCHASE DATE and odometer reading at SERVICE CONTRACT PURCHASE DATE, less an administration fee that FWS will charge and retain of $25 or ten percent (10%) of the unearned pro-rata SERVICE CONTRACT PURCHASE PRICE, whichever is less. If this Service Contract is financed, upon a total loss or repossession, all rights and interests under the Service Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. The Service Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the SERVICE CONTRACT PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Service Contract is cancelled by **US.** If **WE** cancel for nonpayment, **WE** will mail written notice to **YOU** stating the specific grounds for cancellation and informing **YOU** that the Service Contract will cease to be valid no less than five (5) days after the postmark date of the notice and that any refund due will be provided within thirty (30) days of the date of cancellation. If **WE** cancel for fraud or material misrepresentation, **WE** will mail written notice to **YOU** stating the specific nature of the misrepresentation and informing **YOU** a refund will be provided within thirty (30) days of the date of cancellation. If **WE** cancel this Service Contract, **WE** remain liable for any claim reported to a person designated in this Service Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Service Contract. A Service Contract Holder is deemed to have reported a claim if he or she has completed the first step required under the **HOW TO MAKE A CLAIM** section of this Service Contract. The **ARBITRATION** section is removed in its entirety. The **EXCLUSIONS FROM COVERAGE** is amended as follows: Item 11.) is removed in its entirety and replaced with the following: **11.) ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO FIRE DAMAGE), SECONDARY DAMAGES, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO TIME OFF FROM WORK OR ADDITIONAL CHILD CARE DURING VEHICLE REPAIR PERIOD, THAT YOU MAY SUFFER AS A RESULT OF THE NEED TO REPAIR OR REPLACE A COVERED PART.** Item 21.) is removed in its entirety and replaced with the following: **21.) ANY BREAKDOWN CAUSED BY A CONDITION REASONABLY DETERMINED TO HAVE EXISTED PRIOR TO THE SERVICE CONTRACT PURCHASE DATE (PRE-EXISTING).** The **GENERAL** section item 5.) is amended to include the following language: FWS may delegate ministerial duties but not claims decisions or legal liability. The **GENERAL** section 6.) is removed in its entirety and replaced with the following: 6.) **OUR** right to recover payment: If **WE** make any payment under this Service Contract and **YOU** have a right to recover against another party, **YOUR** rights shall become **OUR** rights and **YOU** shall do whatever is reasonably necessary to enable **US** to enforce these rights. **OUR** subrogation rights become effective after **YOU** are made whole. The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended by the removal of the following language: **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Service Contract, net of benefits paid, shall constitute a full and complete cure of any circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Service Contract or its subject matter. The **YOUR RESPONSIBILITIES** section 1.) is removed in its entirety and replaced with the following: **1.) HAVE YOUR VEHICLE SERVICED ACCORDING TO THE MAINTENANCE SECTION PROVIDED IN THE MANUFACTURER'S OWNER'S MANUAL AND KEEP ALL REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE PERFORMED SERVICES AND MAINTENANCE. COPIES OF RELEVANT REPAIR ORDERS, INVOICES AND RECEIPTS FROM THE RELEVANT PERFORMED SERVICES OR REPAIR SHOULD BE AVAILABLE UPON REQUEST. NOT HAVING PROOF OF REQUIRED**

RELEVANT MAINTENANCE WILL NOT PROHIBIT YOU FROM FILING A CLAIM, BUT MAY CONTRIBUTE TO THE FACTORS USED TO DETERMINE A DENIAL OF COVERAGE. The **PARTIES TO THIS SERVICE CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Service Contract has the following meanings: "**I**", "**MY**", "**YOU**" and "**YOUR**" mean the customer named as Service Contract Holder on the front of this Service Contract, or any valid transferee. "**WE**", "**US**" and "**OUR**" refer to Fidelity Warranty Services, Inc. ("FWS" and "**FWS**").

EXHIBIT B

[redacted]

KIAN LAW GROUP

[redacted]

January 17, 2022

NOTICE OF YOUR VIOLATIONS OF CALIFORNIA LAW

Via Certified Mail, Return Receipt Requested

[redacted]

Dear Kia of Riverside,

My name is Ryan Kian. I am an Attorney-at-Law. [redacted] has retained me to pursue his legal claims against you relating to the 2020 Kia Telluride which he purchased on or around November 2019. I am writing to set forth the facts, to cite the applicable law, and to request that you voluntarily comply with your obligations under California's consumer protection laws.

Facts

On or around November 2019, [redacted] visited Riverside Kia ("Riverside") shopping for a car. Riverside showed him a 2020 Kia Telluride with vehicle identification number [redacted] ("Telluride"). [redacted] expressly stated to Riverside that the Telluride was being purchased for its daily use and reliability. Riverside knew the Telluride was being purchased for its reliability. Despite knowin[redacted] was purchasing the Telluride for its reliability, Riverside told [redacted] hat the Telluride was a reliable and dependable vehicle and that the Telluride was built to the highest in manufacturing standards.

Almost immediately aft[redacted] urchase of the Telluride, and well within the applicable express and implied warranty perio[redacted] iscovered that the Telluride suffers from serious mechanical defects and malfunctions. As a result of these defects and malfunctions,

the Telluride has repeatedly suffered from the defects complained of below, requiring Mr. [redacted] to bring the Telluride to Riverside for service.

[redacted] has taken his Telluride **five times for service**. The First time [redacted] took his Telluride to the repair center was for an engine light cable issue; this was on December 5, 2019. The Second time was again for the same engine light cable issue; this was on August 13, 2021. The Third time was for headlights; that was on June 8, 2021 (with Pomona Kia, the same owners as Riverside Kia). The Fourth time, Riverside repaired electrical problems and diagnosed headlights not working; this was on July 7, 2021. The Fifth time was when the rear brakes gave out (rotors/pads gave out); this was on November 27, 2021. Accordingly, [redacted] has made **five** attempts to have his Telluride fixed under warranty when the law only requires **three**. At this point, the Telluride is presumed to be a lemon.

The Telluride has never been driven hard. [redacted]s rightly worried that the Telluride's mechanical condition will deteriorate with time and produce additional difficulties, and that Riverside will use [redacted] driving activity as an excuse to avoid their duties and obligations under the warranty.

During purchase negotiations with Riversi[redacted]nquired about service contracts for the Telluride and Riverside told him that i[redacted]urchased the Telluride, Riverside would sell[redacted]an Extended Warranty which would provide comprehensive maintenance coverage for the Telluride. **In reliance upon Riverside's representations that Riverside would sell [redacted] the Extended Warranty [redacted] agreed to purchase the Telluride.** However, Riverside has not performed under the Extended Warranty.

Much to[redacted] frustration, he has spent considerable time, money, and mental space, to fix what Riverside is contractually and legally obligated to do for **free**.

Applicable Law

California's Consumers Legal Remedies Act (Civil Code Section 1750 et seq.) (the "CLRA") prohibits numerous unlawful business acts, including: (i) misrepresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or he does not have; (ii) misrepresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of anothis; (iii) misrepresenting that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; (iv) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; and (v) inserting an unconscionable provision in the contract.

Riverside violated the CLRA by: (i) misrepresenting the Telluride's mechanical condition and fitness; (ii) concealing and failing to disclose the defective condition of the vehicle; and (iii)

misrepresenting that the service contract [redacted] purchased would provide comprehensive coverage, when it would not due to Kia service representatives asserting the defective condition is "normal."

Riverside also appears to have an illegal pattern and practice of: (i) misrepresenting the mechanical condition and fitness of vehicles that it offers for sale, and (ii) misrepresenting the coverage provided by service contracts that it sells to consumers.

California law also imposed the "implied warranty of merchantability" on [redacted] purchase of the Telluride. The implied warranty of merchantability means and includes that the Telluride must comply with each of the following requirements: (1) it would pass without objection in the trade under the contract description; (2) it is fit for the ordinary purposes for which such goods are used; (3) it was adequately contained, packaged, and labeled; and (4) it conforms to the promises or affirmations of fact made on the container or label. However, during the period in which the implied warranty of merchantability was in effect, the Telluride had and developed defects and nonconformities to warranty that rendered the Telluride aesthetically displeasing and potentially unsafe to drive. Accordingly, the Telluride does not provide reliable, safe transportation. Because of the defects that rendered the vehicle aesthetically displeasing and potentially unsafe to drive the Telluride would not pass without objection in the trade for sale under the contract description, it is not fit for its ordinary purpose, and it was not adequately contained, packaged, and labeled. Accordingly, Riverside has breached the implied warranty of merchantability.

Demand

On [redacted] ehalf, I request that you voluntarily remedy the violations detailed above for [redacted] within thirty days. Specifically, Riverside should provide [redacted] the option(s) of either (1) exchanging the Telluride for an identical Telluride, (2) exchanging the Telluride for another Kia of equal or lesser value, (3) exchanging the Telluride for another Kia of equal or greater value and permitting [redacted] to pay the difference, (4) honoring the Extended Warranty with [redacted] (alternatively, refunding [redacted] the money he spent), or (5) rescinding the purchase contracts between Riverside and [redacted] in addition to paying all incidental and consequential damages suffered by [redacted] You are legally responsible to pay the legal fees and costs that [redacted] curred in enforcing his legal rights as well.

Please be advised that under applicable law, to completely resolve [redacted] CLRA claims you must satisfy the requirements of California Civil Code §1782(c) by:

1. identifying or making a reasonable attempt to identify all consumers similarly situated;
2. notifying all persons so identified that, upon their request, you will offer an appropriate correction, replacement, or othis remedy for your wrongful conduct;
3. undertaking (or promising to undertake within a reasonable time) the actions described above for all affected persons who so request;

4. ceasing the unlawful methods, acts, or practices set forth above through the above specified actions; and

5. paying all of [redacted] legal fees and costs incurred to date, as well as all of Mr. Estrada's mechanics fees and costs incurred to date.

Finally, because [redacted] has turned his matter over to me, please do not under any circumstances attempt to contact him directly. Instead, forward all further correspondence regarding this matter to the contact information listed above.

I appreciate your prompt attention to this matter.

Sincerely,

[redacted]

KIAN LAW GROUP

[redacted]

April 12, 2022

NOTICE OF YOUR VIOLATIONS OF CALIFORNIA LAW

Via Certified Mail, Return Receipt Requested
Kia America
Attn.: Marcelo Lee
841 Apollo Street
El Segundo, CA 90245
(424) 290-0723

Dear Marcelo Lee,

I am in receipt of your letter dated April 11, 2022, given in response to my previous letter of representation and demands on behalf o[redacted] I am writing to clarify relevant facts and applicable law, address your concerns, and to request that you voluntarily comply with your obligations under California's consumer protection laws.

First, despite your contentions, [redacted] as given notice to Kia America and its subsidiary, Riverside Kia, as to the violations under Section 1770 with specificity and particularity, as provided below.

Second, your letter e[redacted] states that Kia America was not responsible for the sale of the 2020 Kia telluride to M[redacted] nor the optional service contract.

Third, based upon the applicable laws covered by California's Consumers Legal Remedies Act (Civil Code Section 1750 et seq.) (the "CLRA"), Kia America is liable for remedies therein provided.

Therefore, for these reasons stated above and with specificity below, this office again demands your client's adherence to the applicable law by remedying this vehicle if it wishes to avoid further legal action.

[See previous letter below for reference]

Facts

On or around November 2019, [redacted] visited Riverside Kia ("Riverside") shopping for a car. Riverside showed him a 2020 Kia Telluride with vehicle identification number [redacted] ("Telluride"). [redacted] expressly stated to Riverside that the Telluride was being purchased for its daily use and reliability. Riverside knew the Telluride was being purchased for its reliability. Despite knowin[redacted] was purchasing the Telluride for its reliability, Riverside tol[redacted] hat the Telluride was a reliable and dependable vehicle and that the Telluride was built to the highest in manufacturing standards.

Almost immediately after [redacted] purchase of the Telluride, and well within the applicable express and implied warranty period, M[redacted] discovered that the Telluride suffers from serious mechanical defects and malfunctions. As a result of these defects and malfunctions, the Telluride has repeatedly suffered from the defects complained of below, requiring [redacted] to bring the Telluride to Riverside for service.

Mr. Estrada has taken his Telluride **five times for service**. The First time Mr. Estrada took his Telluride to the repair center was for an engine light cable issue; this was on December 5, 2019. The Second time was again for the same engine light cable issue; this was on August 13, 2021. The Third time was for headlights; that was on June 8, 2021 (with Pomona Kia, the same owners as Riverside Kia). The Fourth time, Riverside repaired electrical problems and diagnosed headlights not working; this was on July 7, 2021. The Fifth time was when the rear brakes gave out (rotors/pads gave out); this was on November 27, 2021. Accordingl[redacted]s made **five** attempts to have his Telluride fixed under warranty when the law only requires **three**. At this point, the Telluride is presumed to be a lemon.

The Telluride has never been driven har[redacted] rightly worried that the Telluride's mechanical condition will deteriorate with time and produce additional difficulties, and that Riverside will use Mr. Estrada's driving activity as an excuse to avoid their duties and obligations under the warranty.

During purchase negotiations with River[redacted] inquired about service contracts for the Telluride and Riverside told him that if M[redacted]urchased the Telluride, Riverside would sell [redacted] an Extended Warranty which would provide comprehensive maintenance cov[redacted]elluride. **In reliance upon Riverside's representations that Riverside would sell [redacted] the Extended Warranty [redacted] agreed to purchase the Telluride.** However, Riverside has not performed under the Extended Warranty.

Much to [redacted] frustration, he has spent considerable time, money, and mental space, to fix what Riverside is contractually and legally obligated to do for **free**.

Applicable Law

California's Consumers Legal Remedies Act (Civil Code Section 1750 et seq.) (the "CLRA") prohibits numerous unlawful business acts, including: (i) misrepresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or he does not have; (ii) misrepresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of anothis; (iii) misrepresenting that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; (iv) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; and (v) inserting an unconscionable provision in the contract.

Riverside violated the CLRA by: (i) misrepresenting the Telluride's mechanical condition and fitness; (ii) concealing and failing to disclose the defective condition of the vehicle; and (iii) misrepresenting that the service contrac[redacted] purchased would provide comprehensive coverage, when it would not due to Kia service representatives asserting the defective condition is "normal."

Riverside also appears to have an illegal pattern and practice of: (i) misrepresenting the mechanical condition and fitness of vehicles that it offers for sale, and (ii) misrepresenting the coverage provided by service contracts that it sells to consumers.

California law also imposed the "implied warranty of merchantability" o[redacted] purchase of the Telluride. The implied warranty of merchantability means and includes that the Telluride must comply with each of the following requirements: (1) it would pass without objection in the trade under the contract description; (2) it is fit for the ordinary purposes for which such goods are used; (3) it was adequately contained, packaged, and labeled; and (4) it conforms to the promises or affirmations of fact made on the container or label. However, during the period in which the implied warranty of merchantability was in effect, the Telluride had and developed defects and nonconformities to warranty that rendered the Telluride aesthetically displeasing and potentially unsafe to drive. Accordingly, the Telluride does not provide reliable, safe transportation. Because of the defects that rendered the vehicle aesthetically displeasing and potentially unsafe to drive the Telluride would not pass without objection in the trade for sale under the contract description, it is not fit for its ordinary purpose, and it was not adequately contained, packaged, and labeled. Accordingly, Riverside has breached the implied warranty of merchantability.

Demand

[redacted] behalf, I request that you voluntarily remedy the violations detailed above for [redacted] within thirty days. Specifically, Riverside should provid[redacted] the option(s) of

either (1) exchanging the Telluride for an identical Telluride, (2) exchanging the Telluride for another Kia of equal or lesser value, (3) exchanging the Telluride for another Kia of equal or greater value and permitting [redacted] pay the difference, (4) honoring the Extended Warranty with [redacted] alternatively, refunding [redacted] e money he spent), or (5) rescinding the purchase contracts between Riverside and [redacted] in addition to paying all incidental and consequential damages suffered by [redacted]. You are legally responsible to pay the legal fees and costs that [redacted] incurred in enforcing his legal rights as well.

Please be advised that under applicable law, to completely resolve [redacted] CLRA claims you must satisfy the requirements of California Civil Code §1782(c) by:

1. identifying or making a reasonable attempt to identify all consumers similarly situated;
2. notifying all persons so identified that, upon their request, you will offer an appropriate correction, replacement, or othis remedy for your wrongful conduct;
3. undertaking (or promising to undertake within a reasonable time) the actions described above for all affected persons who so request;
4. ceasing the unlawful methods, acts, or practices set forth above through the above specified actions; and
5. paying all of [redacted] legal fees and costs incurred to date, as well as all of [redacted] mechanics fees and costs incurred to date.

Finally, because [redacted] has turned his matter over to me, please do not under any circumstances attempt to contact him directly. Instead, forward all further correspondence regarding this matter to the contact information listed above.

I appreciate your prompt attention to this matter.

[redacted]

CM-010

[redacted]

FOR COURT USE ONLY

D by Superior Court of California, County of Riverside on 05/09/2022 02:51 PM
0772181 - W. Samuel Hamrick Jr., Executive Officer/Clerk of the Court By Araceli Amezcua, Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 4050 Main Street
MAILING ADDRESS: Same
CITY AND ZIP CODE: Riverside, CA 92501
BRANCH NAME: Civil

CASE NAME:
Estrada v. Riverside KIA, et al.

CIVIL CASE COVER SHEET

[X] **Unlimited** (Amount demanded exceeds $25,000)
[ ] **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
[redacted]
JUDGE:
DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [X] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [X] monetary b. [X] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action *(specify)*: Four
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: May 9, 2022
Ryan Kian, Esq.
(TYPE OR PRINT NAME)

[redacted]

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev.September 1, 2021]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courts.ca.gov

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House
4050 Main Street, Riverside, CA 92501

Case Number: [redacted]

Case Name:

NOTICE OF DEPARTMENT ASSIGNMENT

The above entitled case is assigned to the Honorable Irma Asberry in Department 5 for All Purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at http://riverside.courts.ca.gov/tentativerulings.shtml. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.

The filing party shall serve a copy of this notice on all parties.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A *Request for Accommodations by Persons With Disabilities and Order* (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Dated: 05/12/2022

[redacted]

CI-NODACV
(Rev. 02/16/21)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
www.riverside.courts.ca.gov
Self-represented parties: https://www.riverside.courts.ca.gov/SelfHelp/self-help.php

ALTERNATIVE DISPUTE RESOLUTION (ADR) – *INFORMATION PACKAGE*

***** THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT. *****

What is ADR?

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration, and settlement conferences.

Advantages of ADR:

- Faster: ADR can be done in a 1-day session within months after filing the complaint.
- Less expensive: Parties can save court costs and attorneys' and witness fees.
- More control: Parties choose their ADR process and provider.
- Less stressful: ADR is done informally in private offices, not public courtrooms.

Disadvantages of ADR:

- No public trial: Parties do not get a decision by a judge or jury.
- Costs: Parties may have to pay for both ADR and litigation.

Main Types of ADR:

Mediation: In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

Mediation may be appropriate when the parties:

- want to work out a solution but need help from a neutral person; or
- have communication problems or strong emotions that interfere with resolution; or
- have a continuing business or personal relationship.

Mediation is not appropriate when the parties:

- want their public "day in court" or a judicial determination on points of law or fact;
- lack equal bargaining power or have a history of physical/emotional abuse.

Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Adopted for Mandatory Use
Riverside Superior Court
RI-ADR001-INFO [Rev. 06/10/21]

Arbitration may be appropriate when the parties:

- want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- do not want to risk going through both arbitration and trial (Judicial Arbitration)
- do not want to give up their right to trial (binding arbitration)

Settlement Conferences: Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS

ADR Information and forms are posted on the ADR website:
https://www.riverside.courts.ca.gov/Divisions/ADR/ADR.php

General Policy:

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

Court-Ordered ADR:

Certain cases valued at under $50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the "Court-Ordered Mediation Information Sheet" on the ADR website for more information.

Private ADR (for cases not ordered to arbitration or mediation):

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the "Private Mediation Information Sheet" on the ADR website for more information.

BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
   - Your preferences for mediation or arbitration.
   - Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached "Stipulation for ADR" along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:

- The Court's Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See https://adr.riverside.courts.ca.gov/Home/CivilMedPanel or ask for the list in the civil clerk's office, attorney window.
- Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):
  Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015
  Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900
  Chapman University School of Law Mediation Clinic (services only available at the court)

Adopted for Mandatory Use
Riverside Superior Court
RI-ADR001-INFO [Rev. 06/10/21]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ **BLYTHE** 265 N. Broadway, Blythe, CA 92225
☐ **CORONA** 505 S. Buena Vista, Rm. 201, Corona, CA 92882
☐ **MORENO VALLEY** 13800 Heacock St. #D201, Moreno Valley, CA 92553
☐ **MURRIETA** 30755-D Auld Rd., Murrieta, CA 92563
☐ **PALM SPRINGS** 3255 Tahquitz Canyon Way, Palm Springs, CA 92262
☐ **RIVERSIDE** 4050 Main St., Riverside, CA 92501

RI-ADR001

ATTORNEY OR PARTY WITHOUT ATTORNEY (*Name, State Bar Number and Address*)	*FOR COURT USE ONLY*
TELEPHONE NO: FAX NO. (*Optional*):	
E-MAIL ADDRESS (*Optional*):	
ATTORNEY FOR (*Name*):	
PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	CASE MANAGEMENT CONFERENCE DATE(S):

STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)

(CRC 3.2221; Local Rule, Title 3, Division 2)

Court-Ordered ADR:

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

☐ Mediation ☐ Judicial Arbitration (non-binding)

Private ADR:

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

☐ Mediation ☐ Judicial Arbitration (non-binding)
☐ Binding Arbitration ☐ Other (describe): _____

Proposed date to complete ADR: _____

SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.

(PRINT NAME OF PARTY OR ATTORNEY)	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
☐ Plaintiff ☐ Defendant		
(PRINT NAME OF PARTY OR ATTORNEY)	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
☐ Plaintiff ☐ Defendant		
(PRINT NAME OF PARTY OR ATTORNEY)	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
☐ Plaintiff ☐ Defendant		
(PRINT NAME OF PARTY OR ATTORNEY)	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
☐ Plaintiff ☐ Defendant		

Adopted for Mandatory Use
Riverside Superior Court
Form RI-ADR001 [Rev. 01/01/12]
[Reformatted 06/01/16]

ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION

Statutory Authority
riverside.courts.ca.gov/localfrms/localfrms.shtml

Electronically FILED by Superior Court of California, County of Riverside on 05/09/2022 02:51 PM
Case Number CVRI2201860 0000020772184 - W. Samuel Hamrick Jr., Executive Officer/Clerk of the Court By Araceli Amezcua, Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- ☐ **BANNING** 311 E. Ramsey St., Banning, CA 92220
- ☐ **BLYTHE** 265 N. Broadway, Blythe, CA 92225
- ☐ **CORONA** 505 S. Buena Vista, Rm. 201, Corona, CA 92882
- ☐ **MORENO VALLEY** 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553
- ☐ **MURRIETA** 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
- ☐ **PALM SPRINGS** 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
- ☒ **RIVERSIDE** 4050 Main St., Riverside, CA 92501

[redacted]

CERTIFICATE OF COUNSEL

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

☒ The action arose in the zip code of: 92504

☐ The action concerns real property located in the zip code of: _____

☒ The Defendant resides in the zip code of: 92504

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 3115 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date May 9, 2022

[redacted]

[redacted]

SUM-100

SUMMONS

[redacted]

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): 4050 Main St, Riverside, CA 92501

[redacted]

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*
RYAN KIAN, 27201 PUERTA REAL, SUITE 300, MISSION VIEJO, CA 92691 (949) 424-8206

DATE:
(Fecha) MAY 12, 2022

(For proof of service of this summons, use Proof of Service of Summor
(Para prueba de entrega de esta citatión use el formulario Proof of Se

[redacted]

[SEAL]

GC68150(g)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☒ on behalf of (specify): KIA AMERICA, A California Corporation
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify)*:
4. ☐ by personal delivery on *(date)*:

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

14838595

RESPONSE TO LEGAL REQUEST FOR DOCUMENTATION

To: **NCA for Forwarding to Legal Department**
ATTORNEY/CLIENT PRIVILEGED

Prepared by: Brayden Moore Date: April 07 2022

Region: ☐ Central ☐ Eastern ☐ Southern ☒ Western ☐ National

Customer Last Name: Sahagun Siebel #: 14711441

Vehicle Information:
Year: 2020 Model: Telluride LX Approx. Mileage: 63,332

VIN: 5XYP24HC3LG049657 Date of Region Request by NCA:

Servicing Dealer(s): Riverside KIA

As requested by NCA, attached please find the following documents, which constitute the entire Regional CA file for this consumer (every effort should be made to provide LEGIBLE copies):

- ☒ Printout of Siebel case files (including ALL related cases and ALL attachments)
- ☐ Copy of Vehicle Sales Documents
- ☐ Copies of all repair orders, including technician's notes
- ☐ Properly completed Repair Order Recap
- ☒ Copies of any and all correspondence from customer and/or attorney
- ☐ ~~Copies of any BBB or arbitration filing documents~~
- ☒ AS400 Vehicle Master Inquiry screen capture; Warranty History screen capture; Recall/Campaign screen capture; Owner information screen capture; Branded Title screen capture (if applicable)
- ☐ Other Miscellaneous Documents in case file

If any of the above documents have not been included in this file, please provide a brief explanation as to why: Unable to obtain sales and Repair documents, dealer was being uncooperative in providing documents or information on how to obtain documents.

Has escalated CA team been previously involved in ANY communications with this customer, verbal or written?

☐ Yes ☒ No

Has escalated CA team previously made any settlement offers, verbal or written, to this customer?

☐ Yes ☒ No

Is Siebel documented with offer(s)?

☐ Yes (copies of settlement offer(s) attached) ☒ No

[redacted]



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BY:

Kia America
Attn: President, General Counsel,
Service Manager
111 Peters Canyon Road
Irvine, CA 92606

KIAN LAW GROUP

[redacted]

March 9, 2022

NOTICE OF YOUR VIOLATIONS OF CALIFORNIA LAW

[redacted]

Dear Sir/Madam,

My nam[redacted] am an Attorney-at-L[redacted] has retained me to pursue his legal claims against you relating to the 2020 Kia Telluride which he purchased on or around November 2019. I am writing to set forth the facts, to cite the applicable law, and to request that you voluntarily comply with your obligations under California's consumer protection laws.

Facts

On or around November 2019[redacted] isited Riverside Kia ("Riverside") shopping for a car. Riverside showed him a 2020 Kia Telluride with vehicle identification number [redacted] "Telluride"[redacted] expressly stated to Riverside that the Telluride was being purchased for its daily use and reliability. Riverside knew the Telluride was being purchased for its reliability. Despite knowing [redacted] was purchasing the Telluride for its reliability, Riverside told [redacted] hat the Telluride was a reliable and dependable vehicle and that the Telluride was built to the highest in manufacturing standards.

Almost immediately afte[redacted] s purchase of the Telluride, and well within the applicable express and implied warranty period, [redacted] iscovered that the Telluride suffers from serious mechanical defects and malfunctions. As a result of these defects and malfunctions,

the Telluride has repeatedly suffered from the defects complained of below, requiring [redacted] to bring the Telluride to Riverside for service.

[redacted] has taken his Telluride **five times for service**. The First time [redacted] took his Telluride to the repair center was for an engine light cable issue; this was on December 5, 2019. The Second time was again for the same engine light cable issue; this was on August 13, 2021. The Third time was for headlights; that was on June 8, 2021 (with Pomona Kia, the same owners as Riverside Kia). The Fourth time, Riverside repaired electrical problems and diagnosed headlights not working; this was on July 7, 2021. The Fifth time was when the rear brakes gave out (rotors/pads gave out); this was on November 27, 2021. Accordingly, [redacted] has made **five** attempts to have his Telluride fixed under warranty when the law only requires **three**. At this point, the Telluride is presumed to be a lemon.

The Telluride has never been driven hard. [redacted] is rightly worried that the Telluride's mechanical condition will deteriorate with time and produce additional difficulties, and that Riverside will use [redacted] driving activity as an excuse to avoid their duties and obligations under the warranty.

During purchase negotiations with Riverside [redacted] inquired about service contracts for the Telluride and Riverside told him that if [redacted] purchased the Telluride, Riverside would sell [redacted] an Extended Warranty which would provide comprehensive maintenance coverage for the Telluride. **In reliance upon Riverside's representations that Riverside would sell [redacted] he Extended Warranty [redacted] greed to purchase the Telluride.** However, Riverside has not performed under the Extended Warranty.

Much to [redacted] frustration, he has spent considerable time, money, and mental space, to fix what Riverside is contractually and legally obligated to do for **free**.

Applicable Law

California's Consumers Legal Remedies Act (Civil Code Section 1750 et seq.) (the "CLRA") prohibits numerous unlawful business acts, including: (i) misrepresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or he does not have; (ii) misrepresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of anothis; (iii) misrepresenting that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; (iv) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; and (v) inserting an unconscionable provision in the contract.

Riverside violated the CLRA by: (i) misrepresenting the Telluride's mechanical condition and fitness; (ii) concealing and failing to disclose the defective condition of the vehicle; and (iii) misrepresenting that the service contract [redacted] purchased would provide comprehensive

coverage, when it would not due to Kia service representatives asserting the defective condition is "normal."

Riverside also appears to have an illegal pattern and practice of: (i) misrepresenting the mechanical condition and fitness of vehicles that it offers for sale, and (ii) misrepresenting the coverage provided by service contracts that it sells to consumers.

California law also imposed the "implied warranty of merchantability" [redacted] purchase of the Telluride. The implied warranty of merchantability means and includes that the Telluride must comply with each of the following requirements: (1) it would pass without objection in the trade under the contract description; (2) it is fit for the ordinary purposes for which such goods are used; (3) it was adequately contained, packaged, and labeled; and (4) it conforms to the promises or affirmations of fact made on the container or label. However, during the period in which the implied warranty of merchantability was in effect, the Telluride had and developed defects and nonconformities to warranty that rendered the Telluride aesthetically displeasing and potentially unsafe to drive. Accordingly, the Telluride does not provide reliable, safe transportation. Because of the defects that rendered the vehicle aesthetically displeasing and potentially unsafe to drive the Telluride would not pass without objection in the trade for sale under the contract description, it is not fit for its ordinary purpose, and it was not adequately contained, packaged, and labeled. Accordingly, Riverside has breached the implied warranty of merchantability.

Demand

On [redacted] behalf, I request that you voluntarily remedy the violations detailed above for Mr. Estrada within thirty days. Specifically, Riverside should provi[redacted]he option(s) of either (1) exchanging the Telluride for an identical Telluride, (2) exchanging the Telluride for another Kia of equal or lesser value, (3) exchanging the Telluride for another Kia of equal or greater value and permitting [redacted] to pay the difference, (4) honoring the Extended Warranty with [redacted] (alternatively, refunding [redacted]e money he spent), or (5) rescinding the purchase contracts between Riverside and [redacted] in addition to paying all incidental and consequential damages suffered by [redacted] You are legally responsible to pay the legal fees and costs tha[redacted]rred in enforcing his legal rights as well.

Please be advised that under applicable law, to completely resol[redacted]s CLRA claims you must satisfy the requirements of California Civil Code §1782(c) by:

1. identifying or making a reasonable attempt to identify all consumers similarly situated;
2. notifying all persons so identified that, upon their request, you will offer an appropriate correction, replacement, or othis remedy for your wrongful conduct;
3. undertaking (or promising to undertake within a reasonable time) the actions described above for all affected persons who so request;
4. ceasing the unlawful methods, acts, or practices set forth above through the above specified actions; and

5. paying all o [redacted] legal fees and costs incurred to date, as well as all [redacted] mechanics fees and costs incurred to date.

Finally, becau [redacted] as turned his matter over to me, please do not under any circumstances attempt to contact him directly. Instead, forward all further correspondence regarding this matter to the contact information listed above.

I appreciate your prompt attention to this matter.

Sincerely,

[redacted]