

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

SHEILA BAILEY,

Plaintiff,

vs.

KIA MOTORS AMERICA, INC.,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
CASE NO.: 2020-CP-10-01273

**PLAINTIFF'S OFFER OF JUDGMENT  
TO DEFENDANT  
KIA MOTORS AMERICA, INC.**

**TO: Curtis Ott, Esq., Attorney for Defendant, Kia Motors America, Inc.:**

PLEASE TAKE NOTICE that Plaintiff above named hereby rescinds all prior offers and now herewith offers, pursuant to South Carolina Code Annotated §15-35-400 and Rule 68 SCRCP, to take judgment under Plaintiff's Third Cause of Action only against Defendant Kia Motors America, Inc. in the amount of Fifty-Seven Thousand Ninety-One and 60/100 Dollars (\$57,091.60), for the repurchase of the subject vehicle only. All costs and statutory attorney's fees related to the Third Cause of Action will be submitted to the Court upon Defendant's acceptance of this Offer. Plaintiff shall transfer title to the subject vehicle to Defendant at SC Automotive Investments Inc. d/b/a Kia Country of Charleston in Charleston, South Carolina contemporaneous with receipt of \$57,091.60. This Offer does not pertain to or include Plaintiff's remaining causes of action.

PLEASE TAKE NOTICE that to accept this offer, Defendant must give notice thereof in writing within twenty days from the date of this notice or within ten days prior to trial, whichever occurs first, by filing notice with the Clerk of Court in the County in which

the action is pending that Defendant Kia Motors America, Inc. agrees to allow judgment to be filed against it in the amount stated above. Upon the filing, the Clerk shall enter immediately judgment of the stipulation.

PLEASE TAKE NOTICE that if the offer to accept judgment is not accepted within twenty days after notification or prior to or on the tenth day before the actual trial date, whichever date occurs first, the offer shall be considered rejected, and evidence thereof is not to be admissible except in a proceeding after the trial to fix costs, interests, attorney's fees and other recoverable monies.

PLEASE TAKE NOTICE that if this Offer is not accepted and Plaintiff obtains a verdict or determination at least as favorable as the rejected offer, Plaintiff shall be allowed to recover from Defendant Kia Motors America, Inc., any administrative, filing, or other court costs from the date of the offer until judgment and eight percent interest computed on the amount of the verdict or award from the date of the offer.

**C. STEVEN MOSKOS, P.A.**  
**ATTORNEY FOR PLAINTIFF**

BY: s/C. Steven Moskos  
SC Bar No.: 7938  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
Telephone: (843) 763-5297  
Email: [steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

Charleston, South Carolina  
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