

## Justin Aida

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**From:** Justin Aida  
**Sent:** Wednesday, September 30, 2015 4:08 PM  
**To:** Justin Aida  
**Subject:** Rydell Draft Settlement Agreement--Privileged Settlement Communication

**From:** Kenneth Keller [<mailto:kkeller@ksrh.com>]  
**Sent:** Wednesday, September 16, 2015 5:07 PM  
**To:** Justin Aida; Richard Sybert  
**Cc:** 1103658 - Hyundai Motor America v. Rydell Chevrolet ([ZRCAL-1103658.LEGAL@worksite.gordonrees.com](mailto:ZRCAL-1103658.LEGAL@worksite.gordonrees.com)); Jason R. Erb ([jasonerb@hmausa.com](mailto:jasonerb@hmausa.com)); Kenneth Keller; Lori Holland; Ethan Jacobs  
**Subject:** RE: Rydell Draft Settlement Agreement--Privileged Settlement Communication

Justin and Richard

We have discussed your most recent changes to the draft settlement agreement with our client. Frankly, from the very outset of the negotiations of a settlement agreement and release to memorialize the settlement that Hyundai believed it had reached with Rydell, Rydell has backtracked from, withdrawn or dramatically changed the material terms of the settlement. The settlement agreement that you now propose bears no reasonable relationship to the settlement agreed to by the parties. Hyundai believes that Rydell has not been negotiating in good faith regarding the settlement. Therefore, Hyundai views the settlement negotiations at an end and it will be moving forward with its lawsuit.

Ken

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