

**UNITED STATES DEPARTMENT OF TRANSPORTATION**  
**NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**  
**WHISTLEBLOWER AWARD DETERMINATION**

Whistleblower Award Request No. 2021-0001

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**In the Matter of the Request for a Whistleblower Award**

**in connection with**

**Consent Order, *In re: Hyundai Motor America, Inc.*, RQ17-004, Recall Nos. 15V-568 and 17V-226 (Nov. 23, 2020)**

**and**

**Consent Order, *In re: Kia Motors America, Inc.*, RQ17-003, Recall No. 17V-224 (Nov. 23, 2020)**

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**ORDER DETERMINING WHISTLEBLOWER AWARD**

The National Traffic and Motor Vehicle Safety Act (“Safety Act”), 49 U.S.C. Chapter 301, provides whistleblowers with certain incentives and protections. 49 U.S.C. § 30172. Subject to certain limitations, an eligible whistleblower who voluntarily provides original information relating to any motor vehicle defect, noncompliance, or any violation or alleged violation of any notification or reporting requirement of the Safety Act, which is likely to cause unreasonable risk of death or serious physical injury, may receive an award if that information leads to the successful resolution of a covered action resulting in monetary sanctions over one million dollars (\$1,000,000). *Id.* If an award is made, it must be “not less than 10 percent, in total, of collected monetary sanctions;” and “not more than 30 percent, in total, of collected monetary sanctions.” 49 U.S.C. § 30172(b)(1). The determination of whether, to whom, or in what amount to make an award within the authorized range is in the discretion of the Secretary of Transportation. 49 U.S.C. § 30172(c)(1), (h)(1). The Secretary’s authority under the Safety Act is delegated to the Administrator of the National Highway Traffic Safety Administration (“NHTSA” or “Agency”). 49 C.F.R. § 1.95(a).<sup>1</sup>

██████████,<sup>2</sup> who is designated by NHTSA as “Requestor One” for purposes of this decision, submitted a request for a whistleblower award in connection with the above-referenced Consent Orders. NHTSA has determined that Requestor One is eligible for a whistleblower award. NHTSA is issuing Requestor One an award in the amount of twenty-four

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<sup>1</sup> All authorities lawfully vested in and reserved to the NHTSA Administrator may be exercised by the NHTSA Deputy Administrator. *See* 49 C.F.R. § 501.5.

<sup>2</sup> NHTSA protects the confidentiality of whistleblowers, pursuant to 49 U.S.C. § 30172. Information included in brackets in this Order will be redacted from the publicly available copy.

million and three hundred thousand dollars (\$24,300,000).<sup>3</sup> This award is the maximum allowable thirty percent (30%) of the civil penalties that have been collected by the United States pursuant to the Consent Orders.

These Consent Orders also include civil penalties that have not been collected by the United States but may be collected under certain circumstances in the future. NHTSA is awarding Requestor One the maximum allowable thirty percent (30%) of any “Performance Obligation Amount” civil penalties that may be collected by the United States under these Consent Orders in the future.<sup>4</sup> NHTSA is specifically reserving any final decision on whether to award Requestor One any “Abeyance Amount” civil penalties that may be collected by the United States under these Consent Orders in the future. NHTSA will issue a final decision on that issue if and when any “Abeyance Amount” civil penalties are collected by the United States.<sup>5</sup>

### *NHTSA’s Recall Query Investigations and Consent Orders with Hyundai and Kia*

On November 23, 2020, the Agency entered into a Consent Order with Hyundai Motor America (“Hyundai”) to administratively resolve NHTSA’s assertions in connection with its Recall Query (“RQ”) investigation RQ17-004 (“Hyundai Consent Order”). NHTSA opened RQ17-004 to investigate the timeliness and scope of Hyundai’s Theta II GDI engine recalls (Recall Nos. 15V-568 and 17V-226), and Hyundai’s compliance with reporting requirements. NHTSA’s assertions included that Hyundai may be liable for civil penalties on multiple grounds, including the untimeliness of Recall Nos. 15V-568 and 17V-226, inaccuracies in Hyundai’s recall reports, and that a required report describing potential safety-related issues contained certain inaccuracies or omissions.

Also on November 23, 2020, the Agency entered into a Consent Order with Kia Motors America (“Kia”) to administratively resolve NHTSA’s assertions in connection with NHTSA’s Recall Query investigation RQ17-003 (“Kia Consent Order”). NHTSA opened RQ17-003 to investigate the timeliness and scope of Kia’s Theta II GDI engine recall (Recall No. 17V-224), and Kia’s compliance with reporting requirements. NHTSA’s assertions included that Kia may be liable for civil penalties on multiple grounds, including because Recall No. 17V-224 was untimely and Kia’s recall report contained certain inaccuracies.

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<sup>3</sup> NHTSA does not yet have regulations related to whistleblower awards; however, NHTSA may make awards to whistleblowers before it issues regulations. Section 24352(b)(2) of the Fixing America’s Surface Transportation (“FAST”) Act, Public Law 114-94, provides: “A whistleblower may receive an award under section 30172 of title 49, United States Code, regardless of whether the violation underlying the covered action occurred prior to the date of enactment of this Act, and may receive an award prior to the Secretary of Transportation promulgating the regulations under subsection (i) of that section.”

<sup>4</sup> NHTSA will calculate and initiate payment for this portion of the award if and when “Performance Obligation Amount” penalties are collected by the United States.

<sup>5</sup> In the event that the Consent Orders expire without any additional civil penalties collected by the United States under the terms of the Consent Order(s), NHTSA will not issue a subsequent final decision regarding the “Abeyance Amount” and no additional award will be made to Requestor One.

## *NHTSA's Recall Query Investigations Resulting in Consent Orders are Covered Actions*

Under the Safety Act, “‘covered action’ means any administrative or judicial action, including any related administrative or judicial action, brought by the Secretary or the Attorney General under this chapter (49 U.S.C. Chapter 301) that in the aggregate results in monetary sanctions exceeding \$1,000,000.” 49 U.S.C. § 30172(a)(1). “The term ‘monetary sanctions’ means monies, including penalties and interest, ordered or agreed to be paid.” *Id.* § 30172(a)(2). Civil penalties, whether by settlement agreement, consent order, or other appropriate mechanism within the Agency’s authority, are therefore a type of “monetary sanction” for purposes of this analysis.

The Hyundai and Kia Consent Orders included three types of civil penalties: Non-Deferred Amounts, Abeyance Amounts, and Performance Obligation Amounts. The United States collected the Non-Deferred Amounts. The United States has not collected any Abeyance Amounts or Performance Obligation Amounts, but they may come due under certain circumstances specified in the Consent Orders.<sup>6</sup>

Under the Hyundai Consent Order, Hyundai agreed to pay fifty-four million dollars (\$54,000,000) as a Non-Deferred Amount. This civil penalty was paid to the United States and therefore qualifies as “collected monetary sanctions” under 49 U.S.C. § 30172(b). Hyundai also agreed to a sum of forty-six million dollars (\$46,000,000) as an Abeyance Amount to be deferred and held in abeyance pending its satisfactory completion, as reasonably determined by NHTSA, of the requirements of the Hyundai Consent Order. Additionally, Hyundai agreed to a forty million dollar (\$40,000,000) Performance Obligation Amount to be expended by Hyundai to fulfill specified Safety Data Analytics Infrastructure obligations and Test and Inspection Laboratory obligations. To date, Hyundai has not been required to pay to the United States any portion of the Abeyance Amount nor any portion of the Performance Obligation Amount. These civil penalties will not become “collected monetary sanctions” under 49 U.S.C. § 30172(b) unless and until they are paid to the United States.

Under the Kia Consent Order, Kia agreed to pay twenty-seven million dollars (\$27,000,000) as a Non-Deferred Amount. This civil penalty was paid to the United States and therefore qualifies as “collected monetary sanctions” under 49 U.S.C. § 30172(b). Kia also agreed to a sum of twenty-seven million dollars (\$27,000,000) Abeyance Amount to be deferred and held in abeyance pending its satisfactory completion, as reasonably determined by NHTSA, of the requirements of the Kia Consent Order. Kia also agreed to a sixteen million (\$16,000,000) Performance Obligation Amount to be expended by Kia to fulfill specified Safety Data Analytics Infrastructure obligations. To date, Kia has not been required to pay to the United States any portion of the Abeyance Amount nor any portion of the Performance Obligation Amount. These civil penalties will not become “collected monetary sanctions” under 49 U.S.C. § 30172(b) unless and until they are paid to the United States.

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<sup>6</sup> Under the Safety Act, “[a]ny amount payable” to a whistleblower “shall be paid from the monetary sanctions collected, and any monetary sanctions so collected shall be available for such payment.” 49 U.S.C. § 30172(b)(2). Unless and until the United States collects any Abeyance Amounts or Performance Obligation Amounts, no such funds are available for payment to Requestor One.

The Hyundai Consent Order resulted in monetary sanctions of over one million dollars (\$1,000,000). NHTSA's RQ17-003 investigation of Hyundai resulting in the Hyundai Consent Order therefore meets the definition of a "covered action" under 49 U.S.C. § 30172(a)(1). The Kia Consent Order also resulted in monetary sanctions of over one million dollars (\$1,000,000). NHTSA's RQ17-004 investigation of Kia resulting in the Kia Consent Order therefore also meets the definition of a "covered action" under 49 U.S.C. § 30172(a)(1).

*Requestor One Meets the Safety Act's Definition of a Whistleblower*

Under the Safety Act, "'whistleblower' means any employee or contractor of a motor vehicle manufacturer, part supplier, or dealership who voluntarily provides to the Secretary original information relating to any motor vehicle defect, noncompliance, or any violation or alleged violation of any notification or reporting requirement of this chapter, which is likely to cause unreasonable risk of death or serious physical injury." 49 U.S.C. § 30172(a)(6).

NHTSA finds that Requestor One meets the definition of a whistleblower under the Safety Act. Requestor One was an employee of Hyundai Motor Company ("HMC") in South Korea, and therefore was an employee of a motor vehicle manufacturer. As discussed below, Requestor One voluntarily provided the Agency with original information. The information that Requestor One provided related to Hyundai's failure to timely report its knowledge of the Theta II GDI engine's safety risks, its misrepresentations of the causes and scope of the engine's defects in NHTSA Recall No. 15V-568, Kia's failure to timely conduct a recall for similar Theta II engines, and Kia's inaccuracies in reporting.

The Theta II engine issue related to engine failures often involving the physical breakage of critical engine components, such as connecting rods, and resulted in a total loss of motive power (*i.e.* a stall). In particularly severe instances, the broken components punctured the engine block, causing oil leakage and a subsequent fire. Thus, the original information provided related to a motor vehicle defect and/or alleged violations of notification or reporting requirements of the Safety Act, which is likely to cause unreasonable risk of death or serious physical injury.

*Requestor One Voluntarily Provided Original Information to NHTSA*

Under the Safety Act, "'original information' means information that—(A) is derived from the independent knowledge or analysis of an individual; (B) is not known to the Secretary from any other source, unless the individual is the original source of the information; and (C) is not exclusively derived from an allegation made in a judicial or an administrative action, in a governmental report, a hearing, an audit, or an investigation, or from the news media, unless the individual is a source of the information." 49 U.S.C. § 30172(a)(3).

NHTSA has determined that Requestor One voluntarily provided original information to NHTSA. Specifically, the information provided by Requestor One was based on Requestor One's independent knowledge and/or analysis. NHTSA was unaware of several critical pieces of information that Requestor One provided to NHTSA, in particular, certain HMC Quality Strategy Team ("QST") information. Requestor One has also represented (and NHTSA has no reason to believe otherwise) that Requestor One obtained the information provided to NHTSA by virtue of Requestor One's employment at HMC in South Korea.

### *Information Requestor One Provided Led to the Successful Resolution of the Covered Actions*

Under the Safety Act, “‘successful resolution,’ with respect to a covered action, includes any settlement or adjudication of the covered action.” 49 U.S.C. § 30172(a)(5). A Consent Order is a type of settlement.

The information provided by Requestor One became a primary impetus for NHTSA to look into allegations of Hyundai’s failure to timely report its knowledge of the Theta II GDI engine’s safety risks, its misrepresentations of the causes and scope of the engine’s defects in NHTSA Recall No. 15V-568, Kia’s failure to timely conduct a recall for similar Theta II engines, and Kia’s inaccuracies in reporting. Acting in part on the information Requestor One provided, as well as NHTSA’s investigative efforts, NHTSA opened two investigations, RQ17-003 and RQ17-004, on May 18, 2017, to probe the scope and timeliness of Hyundai and Kia’s Theta II recalls.

NHTSA has determined that Requestor One’s original information led to the successful resolution of these two covered actions. *See* 49 U.S.C. § 30172(b)(1). Requestor One’s information was significant, as it resulted in NHTSA initiating two investigations, RQ17-003 and RQ17-004, relating to Hyundai and Kia engaging in conduct that violated the Safety Act and regulations thereunder, and that such information was crucial to the resolution of the Recall Query investigations through Consent Orders.

### *Requestor One is Not Barred from Receiving a Whistleblower Award*

The Safety Act provides that a whistleblower award shall not be made in certain circumstances. 49 U.S.C. § 30172(c)(2). In examining the bars to whistleblower awards under 49 U.S.C. § 30172(c)(2), NHTSA has determined based on available information that no bars apply to Requestor One. NHTSA is persuaded by the arguments made in Requestor One’s request for a whistleblower award that Requestor One is not disqualified from receiving an award.

### *The Statutory Factors Justify a Maximum Allowable Thirty Percent (30%) Award to Requestor One*

In exercising its discretion regarding whistleblower awards, NHTSA is required to consider certain criteria. *See* 49 U.S.C. § 30172(c)(1)(B). Specifically, NHTSA shall consider:

- (i) if appropriate, whether a whistleblower reported or attempted to report the information internally to an applicable motor vehicle manufacturer, part supplier, or dealership;
- (ii) the significance of the original information provided by the whistleblower to the successful resolution of the covered action;
- (iii) the degree of assistance provided by the whistleblower and any legal representative of the whistleblower in the covered action; and

(iv) such additional factors as the Secretary considers relevant.

*See id.* NHTSA may make “an award or awards to one or more whistleblowers in an aggregate amount of—(A) not less than 10 percent, in total, of collected monetary sanctions; and (B) not more than 30 percent, in total, of collected monetary sanctions.” *See id.* § 30172(b)(1).

Considering the facts of this case and applying the statutory criteria, NHTSA has determined that an award of the maximum allowable thirty percent (30%), totaling twenty-four million and three hundred thousand dollars (\$24,300,000), is appropriate.

With respect to the first listed criterion, Requestor One represented that Requestor One reported or attempted to report the information to HMC. NHTSA finds that Requestor One was at all relevant times positioned to obtain the data provided to NHTSA and qualified to assess its importance and also finds that Requestor One brought concerns to others within HMC and was rebuffed.

With respect to the second and third listed criteria, NHTSA has determined that Requestor One submitted significant information and documents to NHTSA and that Requestor One, including through Requestor One’s counsel, rendered a high degree of assistance to NHTSA. Requestor One first came to NHTSA’s office in August 2016. Documents and information provided by Requestor One about the Theta II engines would become the focus of NHTSA’s investigations, RQ17-003 and 17-004, and the cornerstone of NHTSA’s subsequent enforcement action against Hyundai and Kia. Requestor One continued to assist NHTSA repeatedly over several years, including by providing additional documents, sitting for multiple interviews, and providing additional information and explanations.

Requestor One’s internal knowledge and explanation of the corporate structure of the Korean parent of both Hyundai and Kia (HMC), including the function of the QST, was an important factor that helped NHTSA understand the decision-making process of both Hyundai and Kia. Requestor One provided information relating to the Theta II engines that NHTSA likely would not have known about but for Requestor One reaching out and providing assistance. NHTSA was unaware of several critical pieces of information that Requestor One provided to NHTSA, in particular certain information about HMC and its QST.

The information Requestor One provided was crucial to NHTSA’s understanding of the Theta II issue, investigating the allegations, and developing potential theories of liability. Based in significant part on information provided to NHTSA by Requestor One, NHTSA determined that Hyundai’s recall reporting was untimely and that Hyundai provided the Agency with inaccurate information relating to the safety defect. Information obtained from Requestor One also helped the Agency disprove claims made by Kia concerning its decision not to recall vehicles earlier. Requestor One helped NHTSA accumulate evidence through its Theta II investigations that indicated both Hyundai and Kia knew of a safety defect in Theta II engines prior to the recall dates, but delayed filing recalls.

The Theta II issue Requestor One identified was a major safety issue, requiring the recall of millions of vehicles. The Theta II engine failures often involved the physical breakage of

critical engine components, such as connecting rods, and resulted in a total loss of motive power (*i.e.*, a stall). In particularly severe instances, the broken components punctured the engine block, causing oil leakage and a subsequent fire. By coming forward, Requestor One provided information to NHTSA that was instrumental in revealing that the problems in Theta II engines extended across numerous Hyundai and Kia models.

Based on consideration of the statutory criteria, NHTSA finds that a substantial award of the maximum allowable thirty percent (30%) is appropriate.<sup>7</sup>

#### *Determination of Whistleblower Award*

In relation to these covered actions, there is only a single whistleblower known to the Agency. Requestor One is therefore eligible for an award of up to thirty percent (30%) of collected monetary sanctions. NHTSA finds that an award of the maximum allowable thirty percent (30%) of the \$81 million in civil penalties that have been collected by the United States is warranted in this case. In January 2021, Hyundai paid \$54 million in civil penalties and Kia paid \$27 million in civil penalties to the United States, which were the Non-Deferred Amounts due under the Consent Orders. Hyundai and Kia have not been required to make additional civil penalty payments to the United States to date.

Requestor One argues that NHTSA should instead calculate the whistleblower award based on the entire amount of the civil penalties the automakers agreed to in these Consent Orders (including the Non-Deferred Amount, the Performance Obligation Amount, and the Abeyance Amount), which totaled \$210 million. NHTSA disagrees. While both the Performance Obligation Amounts and Abeyance Amounts are civil penalties and are therefore “monetary sanctions,” these amounts have not been “collected” by the United States. Hyundai and Kia are required to pay the Performance Obligation Amount, the Abeyance Amount, or some portion thereof to the United States only if certain conditions are met. It is unknown at this time whether those penalties will ever be “collected monetary sanctions.” By statute, “[a]ny amount payable [to a whistleblower] . . . shall be paid from the monetary sanctions collected, and any monetary sanctions so collected shall be available for such payment.” 49 U.S.C. § 30172(b)(2). Since the United States has not collected any Performance Obligation Amount or Abeyance Amount to date, those civil penalties are not yet eligible for payment to a whistleblower.

Requestor One argues that 49 U.S.C. § 30172(b)(2) allows the Agency to pay Requestor One \$41,100,000, which is thirty percent (30%) of the combined Non-Deferred Amounts and the Performance Obligation Amounts (\$137 million), because the cash collected by the United States solely from the Non-Deferred Amounts was \$81 million. Thus, Requestor One states there is enough “collected monetary sanctions” to pay an award of \$41.1 million. Requestor One also asserts that including the Performance Obligation amount is consistent with the manner in which other Federal whistleblower programs determine whistleblowers awards.

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<sup>7</sup> Requestor One also makes other arguments in support of an award. *See* 49 U.S.C. § 30172(c)(1)(B)(iv). The Agency has decided that, in this case, it need not consider other potentially relevant factors since it has decided that a maximum thirty percent (30%) award is warranted.

Requestor One also claims eligibility to receive an award based on the Abeyance Amounts and states that the Non-Deferred Amounts already received are available to pay Requestor One an award based in part on the Abeyance Amounts. Requestor One argues that as the amount of the Abeyance Amounts the automakers will ultimately pay is uncertain, NHTSA should pay Requestor One a whistleblower award based on the Abeyance Amounts if and when NHTSA orders the automakers to pay the Abeyance Amounts, in part or in full.

In sum, Requestor One requests an award of thirty percent (30%) (\$41.1 million) of the total \$137 million Non-Deferred Amounts and Performance Obligation Amounts, with an additional thirty percent (30%) of any Abeyance Amounts that NHTSA may require to be paid later. That is an award of approximately fifty-one percent (51%) of the \$81 million in civil penalties that the United States has collected under these Consent Orders.

NHTSA has determined that a whistleblower award may only be awarded as a percentage of a civil penalty that was collected by the United States. *See* 49 U.S.C. § 30172(b). In this case, the award is thirty percent (30%) of the Non-Deferred Amount, since that is the only civil penalty that the United States has collected to date. NHTSA believes this interpretation is most in line with the statute and provides NHTSA with the ability to formulate settlements that not only result in a monetary penalty paid to the United States, but serve to enhance vehicle safety and mitigate risk.

NHTSA has a distinct whistleblower program as compared to other Federal whistleblower programs, not only with different statutory definitions and scope, but also regarding how the whistleblower awards are funded. Congress did not establish a dedicated fund from which NHTSA may pay whistleblower awards. In the case of award payments made to a whistleblower, it is NHTSA's view that the statute at 26 U.S.C. § 9503(b)(5)(B) means the money to pay the whistleblower award is intended to come from the entity that paid the civil penalty. Specifically, the FAST Act appropriated to the Highway Trust Fund amounts equivalent to "covered motor vehicle safety penalty collections."<sup>8</sup> The section defines "covered motor vehicle safety penalty collections" as any amount collected in connection with a civil penalty under 49 U.S.C. § 30165, reduced by any award authorized by NHTSA to be paid to any person in connection with information provided by such person related to a violation of the Safety Act which is a predicate to such civil penalty.<sup>9</sup> This is consistent with the language in 49 U.S.C. § 30172(b)(2) specifying that whistleblower awards "shall be paid from the monetary sanctions collected."

It is therefore NHTSA's view that whistleblowers are paid out of the money collected under the Safety Act's civil penalty provision, 49 U.S.C. § 30165, and any authorized award is for the whistleblower's provision of information related to a violation of the Safety Act, which is a predicate to the civil penalty.<sup>10</sup> It is NHTSA's view that Congress intended at least seventy

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<sup>8</sup> *See* 26 U.S.C. § 9503(b)(5)(B)(i).

<sup>9</sup> *Id.* at § 9503(b)(5)(B)(ii).

<sup>10</sup> This position is also supported by the cost estimate prepared by the Congressional Budget Office included in S. Rep. 114-13, Motor Vehicle Safety Whistleblower Act, Report of the Committee on Commerce, Science, and Transportation, p. 4 (2015), which stated, "Basis of estimate: S. 304 would authorize the Secretary of Transportation at his discretion, to award to a whistleblower up to 30 percent of any civil penalty that exceeds \$1 million and is



percent (70%) of civil penalty amounts collected under 49 U.S.C. § 30165 to be deposited in the Highway Trust Fund. If NHTSA took the broad meaning of monetary sanctions collected propounded by Requestor One, this statutory requirement would be frustrated. Indeed, in certain other Safety Act settlements, the United States has collected thirty percent (30%) or less of the total civil penalty due to the structure of the agreement or other circumstances.<sup>11</sup> In such a case where the government collects less than thirty percent (30%) of a total settlement, if Requestor One's position were adopted, the United States would end up paying the whistleblower more than the government actually collected.

By statute, NHTSA is unambiguously limited to awarding a whistleblower "not more than 30 percent, in total, of *collected* monetary sanctions." 49 U.S.C. § 30172(b)(1)(B) (emphasis added). The collected amount must be determined by what is paid to the United States since the whistleblower "shall be paid from the monetary sanctions collected." *Id.* § 30172(b)(2).

Although the Abeyance Amounts and Performance Obligation Amounts are not "collected" monetary sanctions at this time, NHTSA has considered whether it is appropriate to make a contingent award to Requestor One. The Performance Obligation Amounts relate to specific expenditure requirements under the Consent Orders that, if not timely met, may require payment to the United States. The Abeyance Amounts, on the other hand, may require payment to the United States if NHTSA makes a finding that Hyundai or Kia commit material violations of the Safety Act, regulations thereunder, or the Consent Order, during the term of the Consent Order. Since any Abeyance Amounts would be tied to a yet undetermined violation, it is plausible that another whistleblower may provide the Agency with information leading to the collection of such civil penalties. Given that NHTSA is only authorized to award up to thirty percent (30%) in the aggregate to "one or more whistleblowers," 49 U.S.C. § 30172(b), it is appropriate to defer consideration of any award in connection with the Abeyance Amounts. However, since the Performance Obligation Amount simply relates to a fixed expenditure obligation arising out of the initial violations of law that led to the Consent Orders, the Agency need not defer consideration of an appropriate award to Requestor One. As stated above, to the extent that any of the Performance Obligation Amounts come due under the terms of the Consent Orders and are collected by the United States, NHTSA has determined Requestor One is entitled to thirty percent (30%) of the amount collected by the United States.

### *Conclusion*

Accordingly, it is hereby ORDERED that Requestor One shall receive an award of **twenty-four million and three hundred thousand dollars (\$24,300,000)**.

To the extent that any of the Performance Obligation Amounts are later collected as civil penalty payments by the United States, in accordance with the terms of the Consent Orders, it is

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collected from a company that manufactures motor vehicles or parts with serious defects or that violates certain safety laws."

<sup>11</sup> See "Civil Penalty Settlement Amounts," <https://www.nhtsa.gov/laws-regulations/civil-penalty-settlement-amounts>.

hereby ORDERED that Requestor One receive thirty percent (30%) of any such amount that may be collected by the United States.

The decision on whether to award Requestor One any portion of any Abeyance Amounts that may be collected by the United States pursuant to these Consent Orders is hereby deferred unless and until a decision on that issue is needed.

APPROVED AND SO ORDERED:

NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION,  
U.S. DEPARTMENT OF TRANSPORTATION

Dated: 11/5/21

By: **STEVEN  
SCOTT CLIFF**  
Steven S. Cliff, Ph.D.  
Deputy Administrator

Digitally signed by  
STEVEN SCOTT CLIFF  
Date: 2021.11.05  
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