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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

RAMTIN ZAKIKHANI, STEVEN
OSTERMAN, KIMBERLY ELZINGA,
THEODORE MADDOX JR., MICHAEL
SUMMA, and KECIA TAYLOR, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

HYUNDAI MOTOR COMPANY,
HYUNDAI MOTOR AMERICA, KIA
MOTORS CORPORATION, and KIA
MOTORS AMERICA, INC.,

Defendants.

Case No.: 8:20-cv-01584-SB-JDE

**FIRST AMENDED CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

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1 Plaintiffs Ramtin Zakikhani, Steven Osterman, Kimberly Elzinga, Theodore Maddox, Jr.,
 2 Michael Summa, and Kecia Taylor (collectively, “Plaintiffs”), individually and on behalf of all those
 3 similarly situated, complains of Defendants Hyundai Motor Company (“HMC”), Hyundai Motor
 4 America (“Hyundai America,” and collectively, with HMC “Hyundai”), KIA Motors Corporation
 5 (“KMC”), and KIA Motors America, Inc. (“Kia America,” and collectively, with KMC “Kia”) (Kia
 6 and Hyundai are collectively referred to as “Defendants”), based upon their personal knowledge as to
 7 facts specific to them and based upon the investigation of counsel in all other respects, as follows:

8 I. INTRODUCTION

9 1. An automobile purchase is one of the most expensive and important decisions consumers
 10 make. Consumers rely upon auto-makers’ superior knowledge to manufacture cars that are safe and free
 11 from defects. Defendants readily acknowledge that “[a]ny fault in your car can affect your safety.”¹
 12 Should a manufacturer learn of any safety defects in their vehicles, it is imperative and a legal
 13 requirement for it to immediately warn the public and provide a comprehensive remedy.

14 2. Despite these important duties, Defendants knowingly failed to recall over a million Class
 15 Vehicles² containing a potentially deadly defect—putting countless lives at risk from approximately
 16 2006 to this day.

17 3. In April 2011, a public complaint was filed with the National Highway Traffic Safety
 18 Administration (“NHTSA”) by an owner of a 2010 Hyundai Elantra.³ The owner reported that his or
 19 her “6-month old Hyundai Elantra Touring caught fire after sitting in [his or her] driveway for nine
 20 hours.” Unable to identify a cause for why a brand-new vehicle would spontaneously erupt in flames, a
 21 forensic engineer was retained to determine the cause of the vehicle-fire.

22 ¹ http://www.kia.com/worldwide/experience_kia/rnd/performance.do (last accessed October
 23 23, 2020).

24 ² The Class Vehicles are: 2007-2010 Hyundai Elantra; 2009-2011 Hyundai Elantra Touring;
 25 2007-2008 Hyundai Entourage; 2007 Hyundai Santa Fe; 2006-2011 Hyundai Azera; 2006 Hyundai
 26 Sonata; 2006-2010 Kia Sedona; 2007-2009 Kia Sorento; 2008-2009 Kia Sportage; 2013-2015 Kia
 27 Optima; 2014-2015 Kia Sorento; 2019 Kia Stinger; 2013-2015 Hyundai Santa Fe Sport; and 2019-
 28 2021 Hyundai Tucson.

³ NHTSA ID No.: 10398944.

1 4. Upon completion of the investigation, public complaint states that the engineer
2 “concluded that the fire was electrical and originated in the engine compartment.” At that time,
3 Defendants had yet to issue any recalls or publicly acknowledge any defect in the Class Vehicles that
4 may result in spontaneous engine compartment fires.

5 5. The forensic engineer’s conclusion was spot-on. The 2010 Hyundai Elantra, and each
6 Class Vehicle, contains potentially deadly defects in components installed in the vehicle’s engine
7 compartment: the Anti-Lock Brake System (“ABS”) modules or Hydraulic Electronic Control Unit
8 (“HECU”). Specifically, the ABS modules and HECUs installed in the Class Vehicles allow moisture
9 to accumulate within the parts which also maintain an electrical charge even when the vehicle is off.
10 Due to the moisture entering the electrified ABS module or HECU, a short circuit is formed which
11 creates a high likelihood that a fire will erupt in the vehicle’s engine compartment. (Referred to herein
12 as the “Defect.”).

13 6. Since the first NHTSA complaint was filed in 2011, scores of Class Vehicle owners have
14 reported horrifying accounts of their vehicles erupting in flames, including stories of entire homes being
15 burned to a crisp, neighboring properties catching fire, and individuals narrowly escaping their burning
16 homes. Indeed, on March 26, 2019, while sitting in his living room, Plaintiff Zakikhani was disturbed
17 in the middle of the night by a car horn coming from his garage and thick black plume of smoke
18 emanating from his 2007 Hyundai Entourage.





***Plaintiff Zakikhani's 2007 Hyundai Entourage on the night
the Defect caused the vehicle to erupt in his garage.***

7. Defendants were aware of the Defect long before they ever acknowledged its existence. Defendants are experienced (and tout themselves as such) in the design and manufacture of consumer vehicles and conduct durability tests on all of its components, including ABS modules and HECUs, to verify the parts are free from defects and comply with their specifications.

8. Moreover, Defendants have access to numerous sources of reports of Class Vehicle failures caused by the Defect, including their own records of customer complaints, dealership repair records, warranty claims, and NHTSA complaints.

9. As part of a 2014 NHTSA Consent Decree entered against Hyundai for failing to timely warn consumers of a known safety defect in its HECUs, Hyundai is also obligated to maintain a Technical Committee to review all potential defects and consider whether safety recalls are necessary.

10. In the face of numerous terrifying reports of unexplainable and spontaneous engine compartment fires in Class Vehicles, Defendants knowingly waited years to issue recalls for the defective vehicles and disclose the Defect.

11. On November 4, 2016, Kia announced for the first time that some of its vehicles, 2008 and 2009 Kia Sportage SUVs, suffered from the Defect which allows water to enter the HECU, creating a risk of engine compartment fires (the "2016 Recall"). Defendants, however, did not disclose that the Defect also included the HECU remaining electrically charged at all times or offer to fix this aspect of

1 the Defect. Nor did Defendants warn that the same Defect is found in multiple other Hyundai and Kia
2 vehicles.

3 12. Two years after Kia acknowledged the Defect, on January 9, 2018, Hyundai reported that
4 2006-2011 Hyundai Azera and 2006 Hyundai Sonata also contained the Defect (the “2018 Recall”).
5 Unlike the 2016 Recall, Hyundai acknowledged this time that the Defect and risk of fire are related to
6 the ABS module remaining charged at all times. However, Hyundai refused to address the moisture
7 entering into the ABS module or the risk of engine compartment fires while the car is on, and did not
8 warn that the Defect was also found in hundreds of thousands of additional vehicles produced by
9 Defendants.

10 13. Next, in February 2020, Defendants revealed that Defect was also present in more than
11 700,000 vehicles, comprised of: 2007-2010 Hyundai Elantra; 2009-2011 Hyundai Elantra Touring;
12 2007-2008 Hyundai Entourage; 2007 Hyundai Santa Fe; 2006-2010 Kia Sedona; and 2007-2009 Kia
13 Sorento (the “February 2020 Recall”). As part of the February 2020 Recall, Hyundai simply offered the
14 same inadequate “remedy” as provided in the 2018 Recall.

15 14. On August 27 and September 4, 2020, Defendants disclosed that the Defect was found in
16 over half a million additional Class Vehicles (2013-2015 Kia Optima; 2014-2015 Kia Sorento; 2019
17 Kia Stinger; 2013-2015 Hyundai Santa Fe Sport; and 2019-2021 Hyundai Tucson), which could erupt
18 into flames at any moment (the “Summer 2020 Recall”, and together with the 2016 Recall, 2018 Recall,
19 and the February 2020 Recall, the “Recalls”).

20 15. Critically, Defendants’ Recalls of the Class Vehicles do not alleviate the risk of
21 spontaneous engine compartment fires. Defendants offered three forms of “remedy programs” to
22 address the Defect. The first “remedy” (proposed in the 2016 Recall) merely replaces the connector
23 cover of the defective component, and the second “remedy” (proposed in the 2018 and February 2020
24 Recalls) installs a relay in the fuse box to remove the electrical current from the ABS module or HECU
25 when the car is turned off. These remedies, however, are just band-aids for a deadly Defect which
26 requires a comprehensive fix to make these vehicles safe. The proposed “remedies” do not prevent ABS
27 modules and HECUs from erupting while someone is driving a Class Vehicle—a fact that Hyundai has
28 acknowledged, nor do they adequately prevent the components from collecting moisture which causes

1 short-circuits in the first instance. As for the third “remedy” proposed in the Summer 2020 Recall,
2 Defendants will only replace the defective components upon a subjective inspection and determination
3 made by its own employees that the ABS Module and/or HECU is presently leaking fluid into the
4 component. This subjective “remedy program” is all the more problematic in light of the fact that
5 Defendants have acknowledged that they have yet to determine with any specificity the cause of the
6 Defect.

7 16. Defendants’ abhorrent disregard for the safety of its consumers came at a total surprise to
8 Plaintiffs and other Class Members who were repeatedly told by Defendants that their “cars undergo
9 thousands of hours of examination and it’s not just engine performance that is under scrutiny” and that
10 the manufacturers place an emphasis on “quality and durability.” Moreover, Plaintiffs and other Class
11 Members were outraged to learn that despite advertisements that Defendants offered “industry
12 lead[ing]” warranty programs and “America’s Best Warranty,” Defendants would do all they could to
13 conceal the Defect and skirt their obligations.

14 17. Had Plaintiffs and other Class Members known of the Defect at the time of purchase or
15 lease, they would not have bought or leased the Class Vehicles or would have paid substantially less
16 for them.

17 18. As a result of Defendants’ unfair, deceptive, and/or fraudulent business practices, owners
18 and/or lessees of the Class Vehicles, including Plaintiffs, have suffered an ascertainable loss of money
19 and/or property and/or loss in value. The unfair and deceptive trade practices committed by Defendants
20 caused Plaintiffs and the members of the Class damages, including but not limited to, loss of value, loss
21 of use of the vehicles, and repair costs.

22 19. Accordingly, Plaintiffs bring this action to redress Defendants’ misconduct. Plaintiffs
23 seek recovery of damages and a repair under state consumer-protection statutes and implied warranties,
24 and reimbursement of all expenses associated with the repair or replacement of the Class Vehicle and
25 damage caused by the Class Vehicles.

26 II. JURISDICTION

27 20. This Court has subject matter jurisdiction under the Class Action Fairness Act of 2005
28 (“CAFA”), 28 U.S.C. §§1332(d)(2) and (6) because: (i) there are 100 or more class members, (ii) there

1 is an aggregate amount in controversy exceeding \$5,000,000.00 exclusive of interest and costs, and (iii)
 2 there is minimal diversity because at least one plaintiff and one defendant are citizens of different states.
 3 This Court also has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367.

4 21. Venue is proper in this judicial district under 28 U.S.C. § 1391 because Defendants
 5 transact substantial business and are headquartered in this district. Defendants advertised in this district
 6 and received substantial revenue and profits from sales and/or leases of the Class Vehicles in this
 7 district. Defendants also have research and development offices in this district. Therefore, a substantial
 8 part of the events and/or omissions giving rise to the claims occurred, in part, within this district.

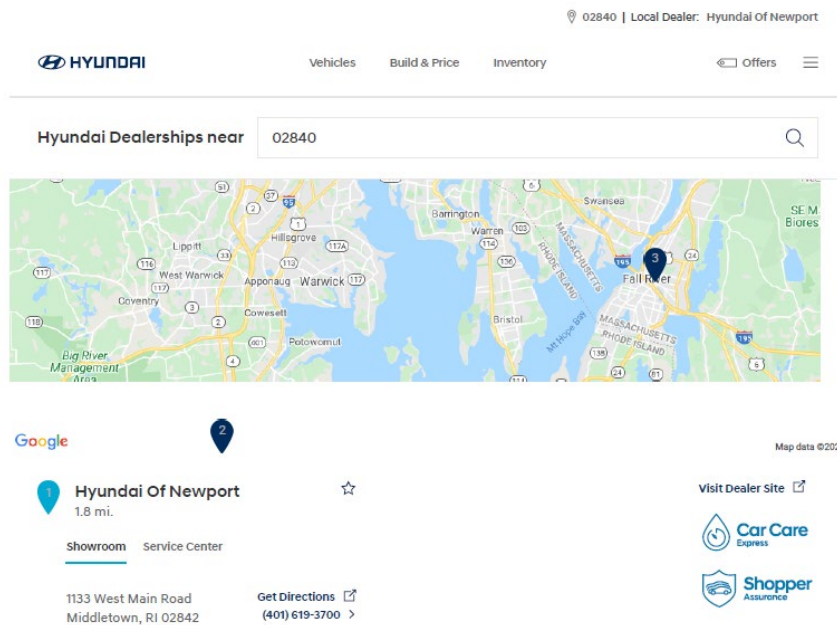
9 22. This Court has personal jurisdiction over Defendants by virtue of their transactions and
 10 business conducted in this judicial district, and because Defendants are headquartered in California.
 11 Defendants have transacted and done business, and violated statutory and common law, in the State of
 12 California and in this judicial district.

13 III. PARTIES

14 A. Plaintiffs

15 23. Plaintiff Ramtin Zakikhani is a resident of Sarasota, Florida. Mr. Zakikhani purchased a
 16 2007 Hyundai Entourage minivan, VIN Number: KNDMC233576041791, from Hyundai of Newport,
 17 located at 11133 West Main Road, Middletown, Rhode Island, on June 10, 2008. Hyundai of Newport
 18 is part of Hyundai's network of authorized dealers across the United States, and is promoted on
 19 Hyundai's website:⁴
 20
 21
 22
 23
 24

25 ⁴ [https://www.hyundaiusa.com/us/en/dealer-](https://www.hyundaiusa.com/us/en/dealer-locator?&chid=sem&fb=&CID=20166438&PID=202442677&CRID=0&SID=4075918&AID=402292811&ds_query=%2Bhyundai+%2Bdealer&ds_rl=1280785&ds_rl=1277805&ds_rl=1277805&gclid=EAIaIQobChMIuOP398_S6gIVgZ6zCh0o4QgVEAAYASAAEgLD7fD_BwE&gclsrc=aw.ds)
 26 [locator?&chid=sem&fb=&CID=20166438&PID=202442677&CRID=0&SID=4075918&AID=40229](https://www.hyundaiusa.com/us/en/dealer-locator?&chid=sem&fb=&CID=20166438&PID=202442677&CRID=0&SID=4075918&AID=402292811&ds_query=%2Bhyundai+%2Bdealer&ds_rl=1280785&ds_rl=1277805&ds_rl=1277805&gclid=EAIaIQobChMIuOP398_S6gIVgZ6zCh0o4QgVEAAYASAAEgLD7fD_BwE&gclsrc=aw.ds)
 27 [2811&ds_query=%2Bhyundai+%2Bdealer&ds_rl=1280785&ds_rl=1277805&ds_rl=1277805&gclid=](https://www.hyundaiusa.com/us/en/dealer-locator?&chid=sem&fb=&CID=20166438&PID=202442677&CRID=0&SID=4075918&AID=402292811&ds_query=%2Bhyundai+%2Bdealer&ds_rl=1280785&ds_rl=1277805&ds_rl=1277805&gclid=EAIaIQobChMIuOP398_S6gIVgZ6zCh0o4QgVEAAYASAAEgLD7fD_BwE&gclsrc=aw.ds)
 28 [=EAIaIQobChMIuOP398_S6gIVgZ6zCh0o4QgVEAAYASAAEgLD7fD_BwE&gclsrc=aw.ds](https://www.hyundaiusa.com/us/en/dealer-locator?&chid=sem&fb=&CID=20166438&PID=202442677&CRID=0&SID=4075918&AID=402292811&ds_query=%2Bhyundai+%2Bdealer&ds_rl=1280785&ds_rl=1277805&ds_rl=1277805&gclid=EAIaIQobChMIuOP398_S6gIVgZ6zCh0o4QgVEAAYASAAEgLD7fD_BwE&gclsrc=aw.ds) (last
 accessed October 28, 2020).



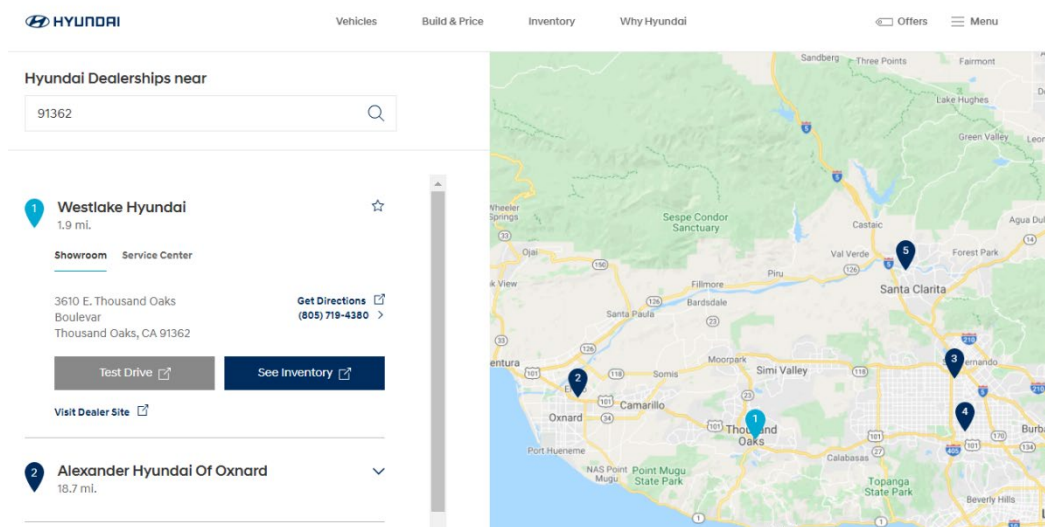
24. Mr. Zakikhani's vehicle was "Certified Pre-Owned" by Hyundai, which included a 10-year/100,000-mile powertrain warranty for his "peace of mind." Additionally, Plaintiff paid \$1,400 for an extended "Platinum" bumper-to-bumper warranty, which covers "any [] mechanical breakdown," including "ABS component parts including control processor/module." Plaintiff purchased the minivan from Defendants because he believed that the vehicle was safe for him and his family.

25. Plaintiff Steven Osterman is a resident of Venice, Florida. Mr. Osterman purchased a 2015 Hyundai Santa Fe Sport, VIN Number: 5XYZTDLB2FG236509, from Faulkner Buick GMC Trevose, located in Trevose, Pennsylvania in 2016. Mr. Osterman's vehicle was covered by the manufacturer's warranty at the time he purchased the vehicle. Mr. Osterman still owns this vehicle, which is used for personal, family and/or household uses. At all times, Mr. Osterman maintained his vehicle in accordance with Hyundai's guidance.

26. On multiple occasions, Mr. Osterman's vehicle has been serviced by an authorized Hyundai dealer, Gettel Hyundai of Sarasota. On January 4, 2019, Mr. Osterman brought his vehicle to Gettel Hyundai for a "Hyundai Multi Point Inspection." In October 2020, Mr. Osterman attempted to have Gettel Hyundai inspect and perform the "remedy program" on his vehicle pursuant to NHTSA Recall Campaign 20V520000. Mr. Osterman was informed that the dealership was unable to repair his

defective vehicle and/or did not have the necessary components. Consequently, Mr. Osterman is left owning and driving a defective and dangerous vehicle which can erupt at any moment.

27. Plaintiff Kimberly Elzinga is a resident of Simi Valley, California. Ms. Elzinga purchased a 2019 Hyundai Tucson, VIN Number: KM8J23A41KU976703, from Westlake Hyundai, located at 3610 E. Thousand Oaks Boulevard, Thousand Oaks, California, in August of 2019. Westlake Hyundai is part of Hyundai's network of authorized dealers across the United States, and is promoted on Hyundai's website:⁵

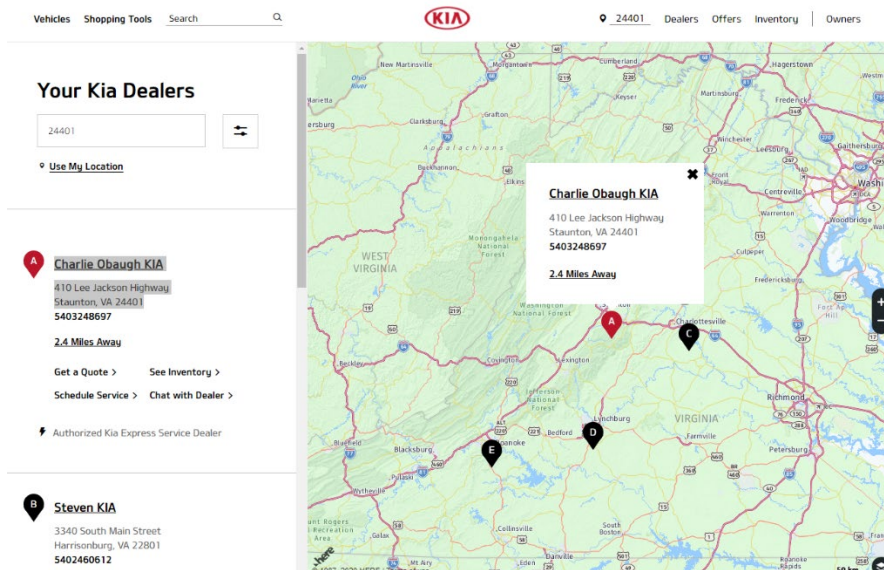


28. Ms. Elzinga purchased her vehicle new and it included the manufacturer's warranty. Ms. Elzinga still owns her vehicle, which is used for personal, family and/or household uses. At all times, Ms. Elzinga maintained her vehicle in accordance with Hyundai's guidance.

29. Plaintiff Theodore Maddox, Jr., is a resident of Virginia. Mr. Maddox purchased a 2007 Kia Sorento, VIN Number: KNDJC736175681884, from Charlie Obaugh KIA, located at 410 Lee Jackson Highway Staunton, Virginia, on May 4, 2015. Charlie Obaugh KIA is part of Kia's network of

⁵ https://www.hyundaiusa.com/us/en/dealer-locator?&chid=sem&fb=hyu_rtl_husa&CID=20166438&PID=202442677&CRID=0&SID=4075918&AID=402292811&ds_query=hyundai+dealership&ds_rl=1277805&ds_rl=1280785&ds_rl=1277805&gclid=EAIaIqobChMIobGIIta_L7AIVy56zCh1A2AI_EAAYASABEgJCwFD_BwE&gclsrc=aw.ds (last accessed October 23, 2020).

authorized dealers across the United States, and is promoted on Kia's website:⁶

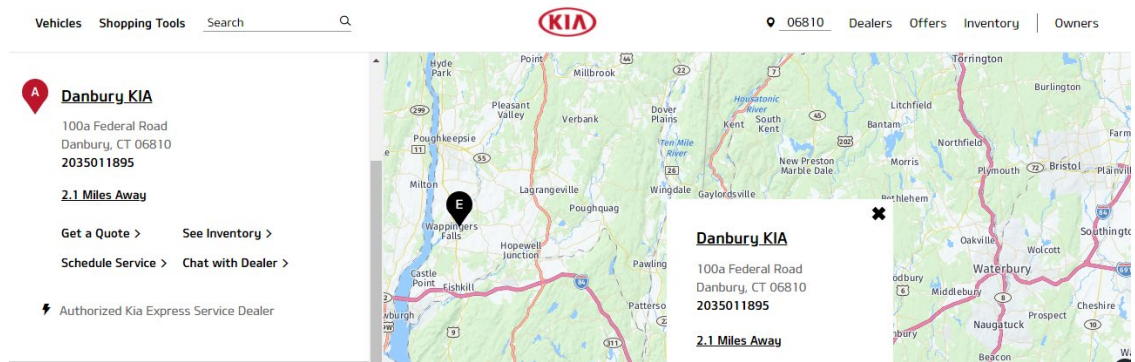


30. Mr. Maddox purchased his vehicle for personal, family and/or household uses. At all times, Mr. Maddox maintained his vehicle in accordance with Kia's guidance. On February 9, 2020, Mr. Maddox's vehicle experienced a severe malfunction which resulted in Mr. Maddox crashing his vehicle and sustaining a concussion. In the brief moments prior to the crash, the ABS and Electronic Stability Control System indicators became illuminated. Mr. Maddox still possess his vehicle.

31. Plaintiff Michael Summa is a resident of Patterson, New York. In 2015, Mr. Summa leased a new 2015 Kia Sorento, VIN Number: 5XYKTD76FG611320, from Danbury KIA, located at 100a Federal Road, Danbury, CT 06810. On July 23, 2017, Mr. Summa purchased the vehicle from Danbury KIA. Danbury KIA is part of Kia's network of authorized dealers across the United States, and is promoted on Kia's website:⁷

⁶ <https://www.kia.com/us/en/find-a-dealer/result?zipCode=24401> (last accessed October 30, 2020).

⁷ <https://www.kia.com/us/en/find-a-dealer/result?zipCode=06810> (last accessed November 4, 2020).



32. Mr. Summa purchased his vehicle for personal, family and/or household uses. At all times, Mr. Summa maintained his vehicle in accordance with Kia's guidance. Mr. Summa still owns and possess his vehicle.

33. Plaintiff Kecia Taylor is a resident of New Jersey. In February of 2010, Ms. Taylor acquired a 2008 Hyundai Azera, VIN Number: KMHFC46F88A254044, purchased by her now-deceased father from Cherry Hill Nissan, located at 2325 NJ-38, Cherry Hill, New Jersey. Upon Ms. Taylor's father's death, Ms. Taylor paid the remaining balance on the financing agreement for the vehicle. Ms. Taylor still owns her vehicle, which is used for personal, family and/or household uses. At all times, Ms. Taylor maintained her vehicle in accordance with Hyundai's guidance.

34. On multiple occasions, Ms. Taylor's vehicle has been serviced by an authorized Hyundai dealer, Hyundai City, located at 4393 Route 130 South, Burlington New Jersey. Ms. Taylor's vehicle has also been serviced by Hyundai pursuant to the 2018 Recall and contains Hyundai's inadequate "remedy."

B. Defendants

35. Defendant Hyundai America is a publicly traded California corporation with its principal place of business in Fountain Valley, California. Hyundai America also maintains a 4,300-acre testing facility in Irwindale, California, and an engineering facility in Detroit, Michigan. Hyundai America is a subsidiary of HMC and is actively engaged in manufacturing, assembling, marketing, and distributing Hyundai vehicles sold in California and the rest of the United States.

36. Defendant Kia America is a California corporation with its principal place of business in Irvine, California. Kia America is a subsidiary of KMC and is actively engaged in manufacturing,

1 assembling, marketing, and distributing Kia vehicles sold in the United States.

2 37. Defendant HMC is a South Korean corporation with its headquarters located in Seoul,
3 South Korea. Hyundai is the parent corporation of Hyundai America and owns a 33.88% stake in Kia.

4 38. Defendant KMC is a South Korean corporation with its headquarters located in Seoul,
5 South Korean. Kia is the parent corporation of Kia America.

6 IV. SUBSTANTIVE ALLEGATIONS

7 A. Hyundai and Kia Become One of the Most Popular Automakers in the United States.

8 39. Established in South Korea in 1967, Hyundai first started selling vehicles in the United
9 States in 1986. Since that time, Hyundai has become one of the largest automakers in the United States
10 and around the world.

11 40. Kia was founded in 1944 manufacturing bicycles and motorcycles and is Korea's oldest
12 manufacturer of motor vehicles. Kia first imported its vehicles to the United States in 1992.

13 41. In 1999, Hyundai announced that it had acquired a controlling interest in Kia, and that
14 Kia would obtain an ownership interest in approximately twenty-two (22) Hyundai subsidiaries. In
15 subsequent years, Hyundai divested a portion of its interest and currently controls approximately 34%
16 of Kia.

17 42. Today, over half the cars Hyundai sells in the United States are designed and
18 manufactured domestically at its "technologically sophisticated manufacturing facility in Montgomery,
19 Alabama, engineering facilities in Michigan, [and] design, research, and testing grounds in California."⁸
20 In total, Hyundai employs approximately 5,000 people at these facilities, and an additional 20,000
21 employees at U.S. dealerships.

22 43. Through its network of more than 820 dealerships nationwide, Hyundai sells and services
23 its vehicles, including the Hyundai Elantra (Hyundai's best-selling model), Hyundai Santa Fe, Hyundai
24 Tucson, and Hyundai Accent. Likewise, Kia sells and services a complete line of vehicles in the U.S.
25 through its own network of over 700 dealers.

26 44. Collectively, Defendants are the world's fifth-largest automaker. Defendants reported
27

28 ⁸ <https://www.hyundainews.com/en-us/about-us> (last accessed October 23, 2020).

global sales of 7.19 million vehicles in 2019, up from approximately 900,000 in 2010.⁹

45. Within the United States alone, Hyundai sold an average of 617,420 vehicles per year since 2006, approximately 4% of the total U.S. market:¹⁰

Year	Vehicles Sold	Market Share (%)
2006	455,520	2.75
2007	467,009	2.89
2008	401,742	3.03
2009	435,064	4.17
2010	538,228	4.64
2011	645,691	5.05
2012	703,007	4.85
2013	720,783	4.63
2014	725,718	4.39
2015	761,710	4.36
2016	768,057	4.38
2017	664,943	3.86
2018	667,634	3.85
2019	688,771	4.03

46. Over the same time period, Kia sold an average of 483,293 vehicles per year, or approximately 3.1% of the U.S. market:¹¹

Year	Vehicles Sold	Market Share (%)
2006	294,302	1.78
2007	305,473	1.89
2008	273,397	2.06

⁹ [https://www.reuters.com/article/hyundai-motor-sales/hyundai-kia-report-2019-global-sales-of-7-2-mln-vehicles-miss-target-idUSS6N23A02C#:~:text=6%20months%20ago-,Hyundai%2C%20Kia%20report%202019%20global%20sales,7.2%20mln%20vehicles%3B%20miss%20target&text=SEOUL%2C%20Jan%202%20\(Reuters\),target%20of%207.6%20million%20vehicles](https://www.reuters.com/article/hyundai-motor-sales/hyundai-kia-report-2019-global-sales-of-7-2-mln-vehicles-miss-target-idUSS6N23A02C#:~:text=6%20months%20ago-,Hyundai%2C%20Kia%20report%202019%20global%20sales,7.2%20mln%20vehicles%3B%20miss%20target&text=SEOUL%2C%20Jan%202%20(Reuters),target%20of%207.6%20million%20vehicles) (last accessed October 23, 2020); <https://www.motortrend.com/news/hyundai-kia-set-new-records-2010-sales-538228-356268-vehicles-respectively-21926/> (last accessed October 23, 2020).

¹⁰ <https://carsalesbase.com/us-hyundai/> (last accessed October 23, 2020).

¹¹ <https://carsalesbase.com/us-kia/> (last accessed October 23, 2020).

2009	300,063	2.88
2010	366,268	3.16
2011	485,492	3.8
2012	557,599	3.85
2013	535,179	3.43
2014	580,234	3.51
2015	625,818	3.58
2016	647,598	3.69
2017	589,668	3.42
2018	589,673	3.4
2019	615,338	3.6

47. Additionally, a recent report by McKinsey & Company found that over twice as many second-owner used vehicles are sold in the United States each year compared to new vehicles.¹²

48. Defendants have been able to transform themselves into such large players in the U.S. auto-market based on its assurances to consumers of care and quality. For example, Hyundai touts itself as being “committed to becoming a lifetime partner in automobiles and beyond[.]”¹³ In its public statements, Hyundai poses a question: “What if [a car company] cracked the entire industry wide open, peered more deeply into it, spread out all its parts, and questioned their every detail?... At Hyundai, we ask ourselves the important questions every day. And, every day, we seek the best answers. It’s what makes us grow as a car company. It’s what makes us Hyundai.”¹⁴

49. Likewise, Kia advertises that it “believe[s] in the outstanding quality and durability of every new Kia that rolls off the assembly line” and that “[f]rom design to technology, materials to safety features, Kia continues to innovate[.]”¹⁵

B. ABS Modules and HECUs are intended to prevent car wheels from locking and cars from skidding out of control.

50. Cars today have become sophisticated technological and mechanical machines that rely

¹² <https://www.mckinsey.com/industries/automotive-and-assembly/our-insights/used-cars-new-platforms-accelerating-sales-in-a-digitally-disrupted-market#> (last accessed October 23, 2020).

¹³ <https://www.hyundai.com/worldwide/en/company/news/news-room/news/hyundai-motor-reports-december-2019-global-sales-0000016366> (last accessed October 23, 2020).

¹⁴ <https://www.hyundainews.com/en-us/about-us> (last accessed October 23, 2020).

¹⁵ <https://www.kia.com/us/en/why-kia> (last accessed October 23, 2020).

1 upon electronic controls to regulate numerous safety features. One such feature is the elimination of
2 brake lockups through ABS modules.

3 51. Developed in the 1980s, NHTSA now requires that all vehicles sold in the United States
4 include anti-lock brakes, which are central to a vehicle's electronic stability control.¹⁶

5 52. An ABS is an automatic system that prevents the vehicle from skidding when the driver
6 applies the brakes and when the brakes are not applied.

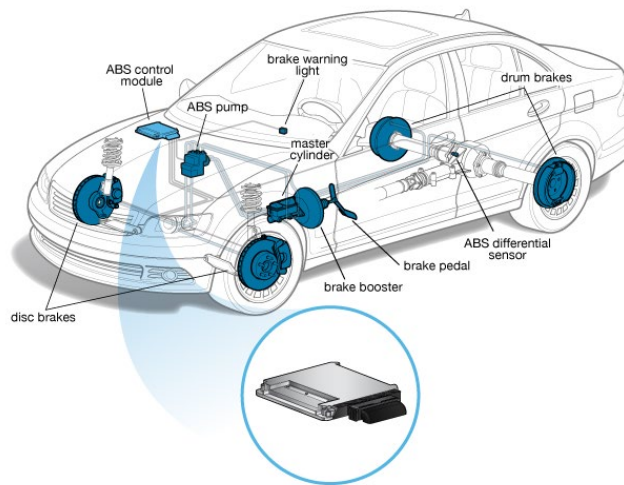
7 53. An ABS has two key components: the ABS wheel sensors and ABS control module. ABS
8 control modules are made up of microprocessors that run diagnostic checks on each component within
9 the ABS.¹⁷ When a driver applies the brakes, the wheel sensors record each individual wheel's speed at
10 that moment which is then transmitted to the control module. If the ABS module detects that the driver
11 is applying the brakes too strongly, it adapts the braking pressure in order to prevent the wheels from
12 locking and the car from skidding out of control.

13 54. ABS modules are typically located in the vehicle's engine compartment, while the wheel
14 speed sensors are attached to the tires, near the brake rotors. The ABS module is connected to and
15 powered by the vehicle's electrical fuse box.

16 55. Below is a diagram of a car's entire ABS, including the control module:
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25 ¹⁶ https://www.nhtsa.gov/sites/nhtsa.dot.gov/files/esc_fr_03_2007.pdf (last accessed October
26 23, 2020).

27 ¹⁷ [https://www.cars.com/auto-repair/glossary/abs-control-
28 module/#:~:text=The%20ABS%20control%20module%20is,lock%20up%20and%20start%20skiddin](https://www.cars.com/auto-repair/glossary/abs-control-module/#:~:text=The%20ABS%20control%20module%20is,lock%20up%20and%20start%20skiddin)
g (last accessed October 23, 2020).



56. The final component of an ABS is the ABS warning light located on the driver's dashboard. The ABS warning light is supposed to indicate when the ABS control module is not functioning properly or another ABS related issue is detected, such as a failing wheel sensor. Depending on the vehicle and the issue detected, brake function may be impaired if the warning light is flashing.

57. If an ABS warning light is triggered, authorized mechanics possess various diagnostic tools to precisely locate the issue in the ABS.

58. Additionally, certain car manufacturers, including Kia, install a HECU in their vehicles, which controls the ABS, electronic stability control system, and traction control system.

59. Both the ABS and HECU have electrical currents running through them, and thus, must be sealed in order to avoid moisture entering into the circuits. A proper and durable seal is necessary to avoid corrosion on the module's circuit board, which can lead to electrical short circuit fires.

C. Defendants manufactured and sold over a million Class Vehicles with a deadly Defect.

60. The ABS modules found in Hyundai Class Vehicles and the HECUs found in the Kia Class Vehicles are defective in two regards. First, the ABS modules and HECUs remain charged with an electrical current when the car is on and off. Second, the ABS modules and HECUs allow moisture to enter and/or accumulate within the electrified components.

61. These two defects create a potentially lethal situation where moisture can enter the electrical circuit of the ABS module or HECU while the unit is energized, creating a short circuit. Once

1 the short circuit occurs, there is a high likelihood that a fire erupts in the engine compartment of each
2 Class Vehicle.

3 62. Most worrisome about the Defect—and precisely why it is so dangerous—is that it still
4 poses a fire risk when the car is not on and it has been parked for days. Thus, the Defect poses a serious
5 risk to drivers, as well as all property owners in the vicinity of any parked Class Vehicle which can
6 erupt at any moment, without notice.

7 63. Complaints submitted to NHTSA reveal shocking reports of Class Vehicles catching on
8 fire without explanation, including while cars were off and without collisions.

9 64. Below are just a few exemplar complaints filed with NHTSA related to non-collision fires
10 in Class Vehicles caused by the Defect:¹⁸

- 11 • 2010 Hyundai Elantra
 - 12 ○ NHTSA ID No.: 10536612¹⁹
 - 13 ○ Filed: August 22, 2013
 - 14 ○ Summary of Complaint:
 - 15 ■ I PUT MY 2010 HYUNDAI ELANTRA IN THE GARAGE ABOUT
 - 16 11:00 PM ON SUNDAY NIGHT AUGUST 11, 2013. AT ABOUT
 - 17 01:00 AM ***ON AUGUST 12, 2013 I WAS AWAKENED WITH MY***
 - 18 ***ENTIRE GARAGE ON FIRE. THE FIRE APPEARED TO COME***
 - 19 ***FROM THE FRONT OF THE ELANTRA***, AS BOTH FRONT TIRES
 - 20 WERE COMPLETELY BURNED WITH ONLY STEEL WIRES
 - 21 WRAPPED AROUND WHEELS. ENGINE IS WARPED AND
 - 22 BURNED. ENTIRE FRONT END MELTED. ***I LOST MY GARAGE***
 - AND CONTENTS ALONG WITH KAYAKS ON KAYAK TRAILER***
 - PARKED BESIDE GARAGE. BOTH NEIGHBORS' PRIVACY***
 - FENCES WERE BURNED DOWN BEHIND AND BESIDE MY***
 - GARAGE. THE ELANTRA BURNED COMPLETELY FROM THE***
 - FIRE.*** NO STEERING WHEEL OR UPHOLSTERY LEFT. ALL
 - ALUMINUM PARTS MELTED. RADIATOR MELTED. WIRES
 - MELTED. EVEN THE BATTERY WAS MELTED. *TR
- 23 • 2007 Hyundai Elantra
 - 24 ○ NHTSA ID No.: 10548924
 - 25 ○ Filed: October 22, 2013

26 ¹⁸ Emphasis added throughout unless stated otherwise.

27 ¹⁹ NHTSA complaints are publicly available online and searchable by NHTSA ID Number at
28 <https://www.nhtsa.gov/recalls>.

○ Summary of Complaint:

- THE CONTACT OWNS A 2007 HYUNDAI ELANTRA. THE CONTACT STATED THAT THE VEHICLE BECAME ENGULFED IN FLAMES. THE FIRE DEPARTMENT WAS CALLED TO EXTINGUISH THE FIRE. A FIRE REPORT WAS NOT FILED HOWEVER, ***THE FIRE DEPARTMENT DID CONCLUDE THAT THE FIRE ORIGINATED FROM ELECTRICAL WIRES AND CABLES.*** THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC BUT HAD NOT BEEN INSPECTED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FIRE.

● 2007 Hyundai Elantra

- NHTSA ID No.: 10548829
- Filed: October 21, 2013
- Summary of Complaint:

- ***VEHICLE CAUGHT FIRE AFTER SITTING OFF FOR 5 HOURS. FIRE DEPARTMENT DETERMINED THAT FIRE ORIGINATED IN ENGINE COMPARTMENT. NO INDICATION OF ARSON. PROBABLE CAUSE OF FIRE ELECTRICAL WITHIN ENGINE COMPARTMENT.*** VEHICLE WAS IN EXCELLENT CONDITION, NEVER HAD ANY PROBLEMS AND WAS NEVER IN AN ACCIDENT. ***NO RECALLS ISSUED FOR ELECTRICAL ISSUES IN ENGINE COMPARTMENT.*** VEHICLE WAS PURCHASED NEW. NO PREVIOUS OWNER. *TR

● 2007 Hyundai Elantra

- NHTSA ID No.:
- Filed: February 25, 2017
- Summary of Complaint:

- ***COLD CAR CATCHES ON FIRE TOTAL LOST. WAS PARKED ON MY DRIVEWAY***

● 2008 Hyundai Elantra

- NHTSA ID No.: 11139165
- Filed: October 9, 2018
- Summary of Complaint:

- THIS LAST OCTOBER (2017), ***I WAS WOKEN UP BY NEIGHBORS INFORMING US THAT SMOKE WAS COMING FROM OUR GARAGE. THERE WAS A FIRE THAT STARTED IN THE ENGINE BAY OF MY 2008 (REGULARLY MAINTENANCED) HYUNDAI ELANTRA, AND TOTALED MY CAR, MY WIFE'S CAR, AND EXTENSIVELY DAMAGED MY GARAGE (\$15,000 WORTH).*** THE VEHICLE SHOWED NO SIGNS OF IT ACTING STRANGELY AT ALL. THE FIRE DEPARTMENT CHALKED IT UP TO A

**"UNEXPLAINED ELECTRICAL FIRE" AS IT SEEMED LIKE IT
STARTED FROM AROUND WHERE THE BATTERY WAS.**

- 2008 Hyundai Elantra
 - NHTSA ID No.: 11075623
 - Filed: March 1, 2018
 - Summary of Complaint:
 - **CAR CAUGHT ON FIRE IN THE MIDDLE OF THE NIGHT, WHILE PARKED ON MY DRIVEWAY THE ENTIRE DAY.** FIRE DEPARTMENT SAID THE CAUSE OF FIRE IS UNKNOWN BUT IT APPEARED TO HAVE START AT THE LEFT SIDE OF THE HOOD.
- 2008 Hyundai Elantra
 - NHTSA ID No.: 11311505
 - Filed: February 25, 2020
 - Summary of Complaint:
 - WHILE DRIVING HOME ON THE HIGHWAY AFTER A RAINY DAY, THE ABS LIGHT AND PARKING BRAKE LIGHTS CAME ON. I CHECKED THE PARKING BRAKE; IT WAS NOT ENGAGED. THE CAR SEEMED TO BE BRAKING ON ITS OWN AS I CONTINUED TO DRIVE. UPON ARRIVING HOME, THERE WAS SOME SMOKE COMING FROM THE LEFT FRONT WHEEL WHICH, AFTER IT DISSIPATED, I ASSUMED TO BE HOT, LOCKED UP BRAKES. ABOUT AN HOUR LATER MY HOUSEMATE CALLED TO ME FROM THE LIVING ROOM TELLING ME MY CAR WAS ON FIRE AND TO CALL 9-1-1. **THE CAR WAS PARKED IN FRONT OF MY HOUSE, UNDER A MAGNOLIA TREE. THE FLAMES ENGULFED THE ENTIRE FRONT END OF THE CAR, AND WERE ABOUT 4-5FT HIGH.** THE FIRE DEPARTMENT CAME AND HOSED THE CAR DOWN, TAKING ABOUT AN HOUR TO PUT OUT THE BLAZE. THE FRONT TIRES WERE FLAT, HAD MELTED, AND THE ENTIRE FRONT END WAS DECIMATED. THE DRIVERS SIDE OF THE WINDSHIELD HAD SHATTERED FROM THE FIRE, AND THE DRIVERS SIDE FLOORBOARD HAD BURNED THROUGH TO THE CABIN. THE ENTIRE CABIN IS DAMAGED FROM THE SMOKE, THE DRIVERS SIDE VISOR MELTED THROUGH. WHILE THERE IS DAMAGE TO THE ENTIRE FRONT END, **THE DRIVERS SIDE IS WORSE, AND THE DRIVERS SIDE OF THE ENGINE COMPARTMENT APPEARS TO HAVE THE MOST DAMAGE. THERE IS NO VISIBLE FUSE BOX OR BATTERY AFTER THE FIRE**
- 2008 Hyundai Elantra
 - NHTSA ID No.: 11258901
 - Incident Date September 28, 2019

- Summary of Complaint:
 - MY DAUGHTER'S 2008 HYUNDAI ELANTRA WAS PARKED ON THE STREET OUTSIDE HER APARTMENT COMPLEX. ***THE FRONT OF THE CAR CAUGHT ON FIRE AFTER THE CAR HAD BEEN PARKED FOR ABOUT 30-35 HOURS.***
- 2009 Hyundai Elantra
 - NHTSA ID No.: 11162908
 - Filed: December 21, 2018
 - Summary of Complaint:
 - STARTED THE CAR AND MOTOR/ENGINE CAUGHT FIRE. IT WAS THE MORNING OF 12/18/18. IT WAS PARKED IN FRONT OF MY MOMS HOUSE (ON THE STREET).
- 2011 Hyundai Elantra
 - NHTSA ID No.: 11222746
 - Filed: June 26, 2019
 - Summary of Complaint:
 - TL* THE CONTACT OWNED A 2011 HYUNDAI ELANTRA. THE CONTACT STATED THAT ***THE VEHICLE CAUGHT FIRE WHILE PARKED IN THE FAMILY GARAGE.*** THERE WERE NO INJURIES AND THE FIRE DEPARTMENT PUT OUT FIRE. A FIRE REPORT AND A POLICE REPORT WERE FILED. ***SMOKE FILLED THE HOME AND THE GARAGE DRYWALL CEILING HAD COLLAPSED AND BLACKENED THE INTERIOR OF THE GARAGE. THERE WAS EXTENSIVE SMOKE DAMAGE TO THE INTERIOR OF THE HOUSE.*** THE VEHICLE WAS ENGULFED IN FLAMES AND FULL OF WATER. THE FIRE STARTED ON THE DRIVER'S FRONT SIDE OF THE ENGINE. THE EXACT CAUSE HAD NOT BEEN DETERMINED AS OF YET. THE VEHICLE 'S WHOLE FRONT FROM THE ENGINE HAD BEEN BURNED OUT. ***THE GLASS EXPLODED AND THE VEHICLE WAS RIPPED OPEN USING A JAWS OF LIFE TOOL*** SO THE FIRE DEPARTMENT COULD PUT OUT THE FIRE FROM THE ENGINE. THE VEHICLE WAS DESTROYED. THE DEALER AND THE MANUFACTURER WERE NOT CONTACTED. THE FAILURE MILEAGE 68,000.
- 2008 Hyundai Elantra
 - NHTSA ID No.: 11222531
 - Filed: June 25, 2019
 - Summary of Complaint:
 - ON JUNE 21, 2019 I WAS ON MY WAY TO TAKE MY SON TO WORK AND I HAD MY GRANDCHILDREN IN THE BACK SEAT. I PULLED OUT OF THE DRIVEWAY AT APPROX. 7:30A.M. AND

DROVE ABOUT 100 FEET WHEN MY CAR STARTED SMOKING UNDER THE HOOD, I QUICKLY BACKED UP INTO OUR YARD. I GOT EVERYONE OUT OF THE CAR, MY SON LIFTED THE HOOD AND THERE WAS SMOKE AND FIRE. THE FIRE WAS COMING FROM BEHIND THE BATTERY. WE QUICKLY CALLED 911. MY CAR IS TOTALED. I ONLY HAD PIP INSURANCE AND I AM CURRENTLY WITHOUT A VEHICLE. I WAS NOT AWARE OF ANY RECALLS BECAUSE I PURCHASED THE VEHICLE FROM A PRIVATE OWNER IN 2009 OR 2010. PICTURES ARE ATTACHED. I NOTICED THE DAY BEFORE THAT MY PASSANGER WINDOWS DID NOT WORK, AND THE MORNING OF THE FIRE WHEN I TURNED THE CAR ON MY BREAK LIGHT WAS ON THE DASH, BUT MY EMERGENCY BREAKS WERE NOT LIFTED. . I DROVE THE CAR THE DAY BEFORE AND DID'NT DRIVE IT AGAIN UNTIL THE MORNING OF THE FIRE.

- 2008 Hyundai Elantra

- NHTSA ID No.: 11176655
- Filed: February 12, 2019
- Summary of Complaint:

- AFTER SITTING FOR 43 HOURS IN OUR DRIVEWAY THE 2008 HYUNDAI ELANTRA CAUGHT FIRE STARTING ON THE DRIVER'S SIDE OF THE ENGINE COMPARTMENT AND CONTINUED ACROSS AND THROUGH THE VEHICLE. ***IT SHOULD BE NOTED THE VEHICLE HAD A SMOKING ISSUE IN THE COMPARTMENT A MONTH PREVIOUS AND WAS TAKEN TO THE HYUNDAI SHOP AND A REPAIR ESTIMATE PROVIDED THAT INCLUDED THE MASTER CYLINDER AND THE ANTILOCK BRAKE SYSTEM.*** AT THAT TIME WHEN THE SMOKE INCIDENT HAPPENED THE ANTILOCK SYSTEM ENGAGED AND THE BRAKE PEDAL WENT TO THE FLOOR. I OBSERVED WHERE THE SMOKE WAS COMING FROM AND POINTED AT THE ABS BLOCK TO THE SERVICE MANAGER. VEHICLE WENT BACK INTO USE AND I ORDERED PARTS. INSTALLED MASTER CYLINDER BUT ABS PARTS DID NOT ARRIVE BEFORE VEHICLE IMMOLATED ITSELF. IN THE 43 HOUR NON USE GAP, THE VEHICLE DID NOT HAVE THE REMOTE ENTRY FOB USED NOR ANY KEY ENTRY. FIRE DEPARTMENT PUT THE CAUSE AS BEING AN ELECTRICAL FIRE.

- 2009 Hyundai Elantra

- NHTSA ID No.: 11140848
- Filed: October 17, 2018
- Summary of Complaint:

- ON 09/17/2018 ***I WOKE UP AROUND 5 AM TO FIND THE ELANTRA FULLY ENGULFED IN FLAMES IN THE FRONT END.***

IT WASN'T RUNNING, NOTHING LEFT ON, IT HAD NOT BEEN RUN FOR 4 HOURS SO THE ENGINE SHOULD HAVE BEEN COLD. NO DRIVABILITY PROBLEMS BEFORE. POLICE AND FIRE DEPARTMENT RESPONDED, PUT THE FIRE OUT AND STATED THAT THEY SAW NOTHING SUSPICIOUS ABOUT THE FIRE AND THAT I SHOULD CHECK ON PROBLEMS WITH HYUNDAI. THIS CAR ONLY HAD 70000 MILES ON IT WITH A 10 YEAR 100000 MILE WARRANTEE . I WENT TO THE DEALER, THEY TOLD ME IT WAS NOT COVERED WITHOUT EVEN LOOKING AT IT. THIS CAR WAS COLD, PARKED, NOTHING ON, NO KEYS IN IT, I DON'T SEE ANY REASON IT SHOULD HAVE CAUGHT FIRE. IT WAS A TOTAL LOSS. THANK YOU.

- 2007 Hyundai Elantra

- NHTSA ID No.: 11325178

- Filed: May 19, 2020

- Summary of Complaint:

- TL* THE CONTACT CALLED ON BEHALF OF THE VEHICLE OWNER HIS STEPSON. THE CONTACT STATED ***WHILE THE STEPSON'S VEHICLE A 2007 HYUNDAI ELANTRA WAS PARKED IN FRONT OF AN APARTMENT COMPLEX, THE VEHICLE CAUGHT ON FIRE.*** THE CONTACT WAS ALERTED BY THE FIRE DEPARTMENT WHOM EXTINGUISHED THE FIRE AND FILED A REPORT. THE CONTACT STATED THAT THE ENGINE COMPARTMENT WAS BURNT. ***THERE WAS NO WARNING INDICATORS ILLUMINATED PRIOR TO THE FAILURE. THE VEHICLE WAS TOTALED.*** THE CONTACT STATED THAT HE WAS INFORMED OF NHTSA CAMPAIGN NUMBER: 20V061000 (SERVICE BRAKES, HYDRAULIC) BY THE INSURANCE COMPANY HOWEVER, THE VIN WAS NOT INCLUDED IN THE RECALL. THE CONTACT CALLED AN UNKNOWN HYUNDAI DEALER IN ORLANDO, FL AND WAS REFERRED TO THE MANUFACTURER. THE CONTACT CALLED THE MANUFACTURER SEVERAL TIMES AND WAS UNABLE TO REACH A LIVE AGENT. THE FAILURE MILEAGE WAS UNKNOWN.

- 2007 Hyundai Elantra

- NHTSA ID No.: 11310173

- Filed: February 19, 2020

- Summary of Complaint:

- SOME TIME BETWEEN APPROXIMATELY BETWEEN 12:00 AM AND 4:00 AM ON 2/1/2020, ***THE VEHICLE CAUGHT FIRE ON IT'S OWN (IT WAS PARKED AND OFF) AND BADLY BURNED OUR GARAGE/HOME CAUSING EXTENSIVE PROPERTY DAMAGE TO THE GARAGE AND INTERIOR OF OUR HOME.***

- 1 • 2007 Hyundai Elantra
 - 2 ○ NHTSA ID No.: 11051523
 - 3 ○ Filed: November 30, 2017
 - 4 ○ Summary of Complaint:
 - 5 ▪ MY CAR SPONTANEOUSLY CATCH FIRE ON ITS OWN. THE CAR
 - 6 PARKED ON MY FRONT YARD FOR AT LEAST 3 HOURS. IT
 - 7 WENT AFLAME, THE WHOLE ENGINE WAS DESTROYED.
 - 8 EVERY THING CAUGHT ON HOME SECURITY CAMERA.
- 9 • 2008 Hyundai Elantra
 - 10 ○ NHTSA ID No.: 10875551
 - 11 ○ Filed: June 21, 2016
 - 12 ○ Summary of Complaint:
 - 13 ▪ TL* THE CONTACT OWNED A 2008 HYUDAI ELANTRA. WHILE
 - 14 PARKING THE VEHICLE AFTER DRIVING FOR
 - 15 APPROXIMATELY FIVE MINUTES, IT CAUGHT ON FIRE. THE
 - 16 FIRE DEPARTMENT EXTINGUISHED THE FIRE AND FILED A
 - 17 REPORT. THE VEHICLE WAS TOWED BY THE INSURANCE
 - 18 COMPANY. THE FIRE DEPARTMENT DIAGNOSED THE VEHICLE
 - 19 WITH FAILED WIRES. THE VEHICLE WAS DESTROYED. THE
 - 20 MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE
 - 21 FAILURE MILEAGE WAS APPROXIMATELY 40,000.
- 22 • 2008 Hyundai Elantra
 - 23 ○ NHTSA ID No.: 10993003
 - 24 ○ Filed: June 3, 2017
 - 25 ○ Summary of Complaint:
 - 26 ▪ DROVE CAR TO GROCERY STORE 6 MILE ROUND TRIP PARKED
 - 27 CAR IN GARAGE AT 10:15 AM. I PERFORMED YARD WORK IN
 - 28 FRONT OF AND WAS IN AND OUT OF GARAGE FOR 4 HOURS.
 - 29 AT NO TIME WAS THERE A HINT OF SMOKE OR BURNING. THEN
 - 30 CUT GRASS FOR 2 HOURS. **AT ABOUT 4 PM SMOKE WAS**
 - 31 **BILLOWING OUT OF THE GARAGE. I OBSERVED FLAMES AND**
 - 32 **SMOKE COMING FROM AROUND THE FRONT HOOD.** UNABLE
 - 33 TO LIFT HOOD TO REACH FIRE SOURCE WITH EXTINGUISHERS
 - 34 OR GET CAR INTO NEUTRAL TO PUSH OUT OF GARAGE. I WAS
 - 35 DRIVEN BY SMOKE AND FLAME OUT OF GARAGE. **BOTH THE**
 - 36 **2008 HYUNDAI AND ANOTHER VEHICLE IN THE TWO CAR**
 - 37 **GARAGE BURNED COMPLETELY.** ALL CONTENTS IN GARAGE
 - 38 DESTROYED EXTENSIVE SMOKE DAMAGE THROUGHOUT
 - 39 HOUSE. **FIRE FORENSIC INVESTIGATOR THINKS IT WAS**
 - 40 **CAUSED BY THE BATTERY** BUT THERE WAS TOO MUCH
 - 41 DAMAGE TO MAKE MUCH OF AN INFORMED COMMENT AS TO
 - 42 PRECISE REASON CAR CAUGHT FIRE. REASON FOR FIRE IS

UNKNOWN. ADVANCED AUTO BATTERY PURCHASED OCTOBER 17, 2014. PART # 121R1. #420 D2LNM1C1Q21B5J. REPAIR OF REAR MAIN SEAL IN JULY 2016 BY COCHRAN OF MONROEVILLE HYUNDAI SERVICE DEPARTMENT. FOG LIGHTS MINI LAMPS A TOTAL OF TWENTY, 20, LIGHTS (FOG, BREAK, HEADLIGHTS, LICENSE PLATE) FRONT RIGHT AND LEFT, REAR RIGHT AND LEFT WERE REPLACED. REAR LEFT LAMP AND BULB HOUSING REPLACED JUNE 28, 2016 AT A COST OF \$236 BY DEALER.

- 2007 Hyundai Elantra
 - NHTSA ID No.: 11051523
 - Filed: November 30, 2017
 - Summary of Complaint:
 - **MY CAR SPONTANEOUSLY CATCH FIRE ON ITS OWN. THE CAR PARKED ON MY FRONT YARD FOR AT LEAST 3 HOURS. IT WENT AFLAME**, THE WHOLE ENGINE WAS DESTROYED. EVERY THING CAUGHT ON HOME SECURITY CAMERA.
- 2007 Hyundai Elantra
 - NHTSA ID No.: 10956981
 - Filed: February 25, 2017
 - Summary of Complaint:
 - COLD CAR CATCHES ON FIRE TOTAL LOST. WAS PARKED ON MY DRIVEWAY
- 2008 Hyundai Elantra
 - NHTSA ID No.: 11321087
 - Filed: April 14, 2020
 - Summary of Complaint:
 - MY 2008 HYUNDAI CAUGHT FIRE IN MY GARAGE ON FEBRUARY 18, 2020. THE FIRE DESTROYED MY CAR AND MY GARAGE. MY NEIGHBOR HAPPENED TO BE TAKING HIS DOG OUT AT 4:00 AM AND SMELLED SMOKE. HE LOOKED OVER AND SAW SMOKE COMING OUT OF MY GARAGE.HE FRANTICALLY RANG THE DOORBELL, WOKE ME AND MY HUSBAND UP AND WE CALLED 911. **WE COULD HAVE DIED AS A RESULT.** *TR
- 2009 Kia Sportage
 - NHTSA ID No.: 11192437
 - Filed: March 29, 2019
 - Summary of Complaint:

- ***A FIRE STARTED IN THE ENGINE COMPARTMENT ON THE PASSENGER SIDE APPROXIMATELY 45 MINUTES AFTER PARKING THE VEHICLE AT MY PLACE OF EMPLOYMENT. WHILE SEARCHING THE INTERNET I FOUND THERE WAS A RECALL FOR THIS EXACT THING. I WAS NEVER NOTIFIED ABOUT THE RECALL AND NOW MY VEHICLE IS TOTALED FROM THE LACK OF NOTICE.***

- 2009 Kia Sportage

- NHTSA ID No.: 11129191
- Filed: September 12, 2018
- Summary of Complaint:

- ON TUESDAY AUGUST 28TH 2018 MY CAR WAS PARKED IN AN APARTMENT PARKING LOT, AND HAD BEEN OFF FOR 4 HOURS. ***I WOKE UP TO MY CAR ALARM GOING OFF AT 12AM.*** I LOOKED OUT THE WINDOW AND THE LIGHTS WERE NOT FLASHING ON MY CAR SO I DIDN'T THINK IT MINE. ***NOT MORE THAN 1 MINUTE LATER MY CAR STARTED ON FIRE. THANK GOODNESS MY BOYFRIEND WAS A FIREFIGHTER.*** HE CALLED 911 AND THE FIRE WAS PUT OUT WITH 15 MINUTES. ***HOWEVER MY CAR WAS DETERMINE A TOTAL LOSS. ALL THEY COULD TELL ME WAS THAT IT LOOKED LIKE IT WAS AN ELECTRICAL FIRE.*** NO ONE WAS HURT, BUT ***HAD I BEEN AT HOME THAT NIGHT IN MY DUPLEX WHO I SHARE WITH MY NEIGHBORS AND THEIR INFANT, AND PARKED IN MY GARAGE MY HOUSE WOULD HAVE BEEN BURNED AND I WOULD BE DEAD.*** IT WAS A 2009 KIA SPORTAGE AND I HAD NEVER HAD A SINGLE ISSUE WITH THE CAR IN THE 9 YEARS THAT I OWED IT. I WAS THE ONLY OWNER SO I KNEW MY CAR WAS WELL TAKEN CARE OF. WITH KIA IN THE NEWS A LOT LATELY WITH CAR FIRES I CAN'T HELP BUT FEEL THERE SHOULD BE AN INVESTIGATION.

- 2009 Kia Sportage

- NHTSA ID No.: 10532051
- Filed: July 26, 2013
- Summary of Complaint:

- TL* THE CONTACT OWNS A 2009 KIA SPORTAGE. THE CONTACT STATED THAT ***WHILE PARKED, THE VEHICLE CAUGHT ON FIRE WITHOUT WARNING.*** A POLICE REPORT WAS FILED AND THE VEHICLE WAS TOWED TO A INDEPENDENT MECHANIC. THE CONTACT MENTIONED THE VEHICLE WAS INSPECTED BY AN INSURANCE ADJUSTER, WHO CONCLUDED THAT THE FIRE ORIGINATED IN THE REAR DASHBOARD AREA. THE VEHICLE WAS NOT TAKEN TO A DEALER FOR A DIAGNOSTIC TEST. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS

DESTROYED. THE APPROXIMATE FAILURE AND CURRENT MILEAGE WAS 64,000.

- 2008 Hyundai Entourage
 - NHTSA ID No.: 11110123
 - Filed: July 8, 2018
 - Summary of Complaint:
 - **VEHICLE WAS PARKED IN THE DRIVEWAY, NOT DRIVEN FOR APPROXIMATELY ONE WEEK. THE ENGINE COMPARTMENT STARTED SMOKING THEN ERUPTED IN FLAMES**
- 2008 Kia Sorento
 - NHTSA ID No.: 11128582
 - Filed: September 10, 2018
 - Summary of Complaint:
 - **SUNDAY SEPT 9TH AT AROUND 9 - 9:30 AM I SMELLED SMOKE AND WALKED AROUND THE HOUSE AND SMELLED THAT IT WAS COMING FROM THE GARAGE. WHEN I OPENED THE DOOR I SAW FLAMES UNDERNEATH THE CAR AND SMOKE AND FIRE ON TOP OF THE HOOD. I CALLED THE PALM BAY FIRE DEPARTMENT WHEN THEY GOT THERE THEY PUT THE HOSE ON THE CAR UNTIL THE FIRE WAS OUT THEY HAD TO CUT THE HOOD IN ORDER TO FINISH PUTTING OUT THE FIRE. THEY FIRE MARSHALL CAME AND INSPECTED THE VEHICLE IT COULD HAVE BEEN AN ELECTRICAL PROBLEM. WHEN I CALLED KIA CUSTOMER SERVICE THEY GAVE ME A CLAIM NUMBER AND THEY TOLD ME WHAT WOULD YOU LIKE KIA DO FOR YOU . THE CUSTOMER SERVICE AGENT SAID THEY WILL GIVE THE CLAIM TO THE RIGHT DEPARTMENT AND THEY WILL GET BACK TO ME IN 3 TO 5 BUSINESS DAYS. THIS HAPPENED WHILE THE CAR WAS PARKED IN THE GARAGE AND IT HADN'T BEEN TURNED ON SINCE FRIDAY . THIS VEHICLE WAS A 2008 SORENTO WITH LESS THAN 90,000 MILES IT WAS IN GREAT CONDITION ALS**
- 2008 Kia Sorento
 - NHTSA ID No.: 11089996
 - Filed: April 25, 2018
 - Summary of Complaint:
 - **I DROVE MY 08 KIA SORENTO HOME AT ABOUT 730 AM. I WORK NIGHT SHIFT AND WENT TO SLEEP AND WAS WOKEN UP AT 945 BY EMS TO MY CAR UP IN FLAMES. IT WAS SHOWING NO SIGNS OF ANY PROBLEMS, NOT RUNNING HOT, NOTHING. IT WAS PARKED FOR ABOUT AN HOUR WHEN IT WENT UP IN FLAMES. THE FIRE CHIEF WAS ON THE TRUCK**

1 THAT DAY AS HE HAD ORIENTEE'S, AND SAID THE FIRE
 2 STARTED BEHIND THE STEERING WHEEL/DASH AND THAT IT
 3 WAS AN ELECTRICAL ENGINE FIRE WHICH IS STATED ON MY
 4 FIRE REPORT. ***I CONTACTED KIA THEY TOLD ME IT WAS NO
 WAY IT WAS THEIR PROBLEM AND HAD TO BE A USER
 ERROR.***

5 • 2006 Kia Sedona

6 ○ NHTSA ID No.: 11321732

7 ○ Filed: April 20, 2020

8 ○ Summary of Complaint:

- 9 ■ TL* THE CONTACT OWNS A 2006 KIA SEDONA. THE CONTACT
 10 STATED THAT WHEN HER HUSBAND WAS PARKING THE
 11 VEHICLE IN HER DRIVEWAY, ***SHE NOTICED THAT SMOKE
 BEGAN EMITTING FROM UNDERNEATH THE VEHICLE;
 12 MOMENTS LATER, THE VEHICLE CAUGHT FIRE.*** THE
 13 CONTACT WAS UNAWARE IF THERE WERE ANY
 14 ILLUMINATED WARNING LIGHTS PRIOR TO THE FAILURE.
 15 THE CONTACT WAS ABLE TO GRAB A WATER HOSE AND
 16 EXTINGUISH THE FIRE INDEPENDENTLY. THE CONTACT'S
 17 HUSBAND, WITH THE HELP OF SOME NEIGHBORS, WAS ABLE
 18 TO MANUALLY PUSH THE VEHICLE OUT OF THE DRIVEWAY
 19 AND PARK IT ON THE SIDE OF THE STREET. THE CONTACT
 20 STATED ***PRIOR TO THE FIRE, SHE HAD RECEIVED A RECALL
 NOTIFICATION FOR NHTSA CAMPAIGN NUMBER: 20V088000
 (ELECTRICAL SYSTEM, SERVICE BRAKES, HYDRAULIC)
 HOWEVER, THE PARTS TO DO THE REPAIR WERE
 UNAVAILABLE. THE CONTACT STATED THAT THE
 MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF
 TIME FOR THE RECALL REPAIR.*** THE MANUFACTURER NOR
 THE DEALER WERE NOTIFIED OF THE FAILURE OR THE
 RECALL. THE FAILURE MILEAGE WAS UNKNOWN. ***VIN TOOL
 CONFIRMS PARTS NOT AVAILABLE.***

21 • 2006 Kia Sedona

22 ○ NHTSA ID No.: 11256149

23 ○ Filed: September 17, 2019

24 ○ Summary of Complaint:

- 25 ■ TL* THE CONTACT OWNS A 2006 KIA SEDONA. ***WHILE
 DRIVING 10 MPH, THE CONTACT NOTICED SMOKE COMING
 FROM THE ENGINE WITHOUT WARNING.*** THE CONTACT
 26 PULLED THE VEHICLE OVER AND WAITED A FEW MINUTES
 27 TO ALLOW THE ENGINE TO COOL OFF. THE CONTACT
 28 ATTEMPTED TO RESTART THE VEHICLE, BUT IT WOULD NOT
 START. THE CONTACT BEGAN TO NOTICE MORE SMOKE
 COMING FROM THE VEHICLE AND SMELLED A BURNING

1 PLASTIC ODOR. THE CONTACT REMOVED HERSELF AND HER
 2 KIDS FROM THE VEHICLE. THE CHILD'S SCHOOL
 3 MAINTENANCE MAN ASSISTED THE CONTACT AND ASKED
 4 HER TO OPEN THE VEHICLE'S HOOD. **AS THE HOOD WAS
 5 OPENED, FLAMES BEGAN TO EMIT FROM THE VEHICLE.** THE
 6 MAINTENANCE PERSON CALLED THE FIRE DEPARTMENT FOR
 7 ASSISTANCE. THE FIRE WAS EXTINGUISHED AND A FIRE
 8 REPORT WAS FILED. THERE WERE NO INJURIES. THE
 9 CONTACT'S INSURANCE COMPANY HAD THE VEHICLE
 10 TOWED TO THE CONTACT'S HOME. THE VEHICLE WAS NOT
 11 DESTROYED. A VIN SEARCH CONFIRMED THAT THERE WERE
 12 NO ACTIVE RECALLS ON THE VEHICLE. THE MANUFACTURER
 13 AND DEALER WERE NOT NOTIFIED. THE VEHICLE WAS NOT
 14 DIAGNOSED OR REPAIRED. THE FAILURE MILEAGE WAS
 15 APPROXIMATELY 175,000.

- 2006 Kia Sedona

- NHTSA ID No.: 11320439
- Filed: April 7, 2020
- Summary of Complaint:

- TL* THE CONTACT OWNS A 2006 KIA SEDONA. THE CONTACT STATED THAT **WHILE HIS WIFE WAS DRIVING THE VEHICLE, THE VEHICLE'S ABS WARNING LIGHT SUDDENLY BEGAN TO ILLUMINATE AND THE WARNING SOUNDER BEGAN TO CHIME. AS HIS WIFE BEGAN TO PULL INTO THEIR GARAGE, THE CONTACT NOTICED SMOKE COMING FROM THE UNDER THE HOOD OF THE VEHICLE.** HIS WIFE TURNED OFF THE VEHICLE AND THE CONTACT BEGAN TO PUT OUT THE FIRE. HOWEVER, IT WAS A LITTLE DIFFICULT FOR THE CONTACT TO EXTINGUISH THE FIRE, SO THE CONTACT DETACHED THE BATTERY, WHICH, MADE IT EASIER FOR THEM TO EXTINGUISH THE FIRE. THERE WERE NO INJURIES. THE FIRE DEPARTMENT WAS NOT CONTACTED AND FIRE REPORT WAS NOT MADE. THE CONTACT DID NOT CONTACT THE DEALER. THE VEHICLE HAD NOT BEEN OFFICIALLY DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE ISSUE AND OPENED A CASE REGARDING THE MATTER. THE MANUFACTURER INFORMED THE CONTACT THAT A FUTURE RECALL NOTICE HAD NOT BEEN RELEASED DUE TO PARTS FOR A REMEDY NOT YET BEING AVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 228,000.

- 2007 Kia Sedona

- NHTSA ID No.: 11308166
- Filed: February 10, 2020
- Summary of Complaint:

1 ▪ **MY CAR WAS PARKED IN MY DRIVEWAY, NOT RUNNING, NO**
 2 **KEY IN THE IGNITION, AND HAD NOT BEEN DRIVEN SINCE**
 3 **THE PREVIOUS DAY. ONE OF THE KIDS WENT OUTSIDE TO**
 4 **PLAY AND CAME RUNNING BACK IN TO TELL US THE CAR**
 5 **WAS SMOKING.** THERE WAS SMOKING COMING OUT FROM
 6 UNDER THE HOOD. MY BOYFRIEND QUICKLY GOT TO IT AND
 7 GOT THE BATTERY OUT AND FOUND THE SOURCE AND
 8 UNPLUGGED THE ELECTRICAL STABILITY CONTROL
 9 MODULE (I BELIEVE IS WHAT HE CALLED IT) EITHER WAY,
 10 THE PLUG AND WIRES WERE FRIED. THE DEALERSHIP
 11 STATED THAT HAD WE NOT SEEN THIS IT WOULD HAVE
 12 CAUGHT FIRE. **I CALLED THE KIA CORPORATE NUMBER AND**
 13 **THEY TOLD ME SORRY BUT ITS AN OUT OF POCKET**
 14 **EXPENSE, MY CAR IS NOT UNDER WARRANTY AND THERE**
 15 **ARE NO RECALLS.** THIS IS NOT THE FIRST 07 KIA SEDONA TO
 16 HAVE THIS ISSUE BASED ON THE RESEARCH I HAVE DONE.
 17 AND HAD WE BEEN SLEEPING WHEN THIS HAPPENED MY
 18 HOUSE COULD HAVE CAUGHT FIRE. HAD THERE BEEN
 19 CHILDREN IN THIS AT THE TIME THEY COULD HAVE BEEN
 20 INJURED.

21 • 2007 Kia Sedona

- 22 ○ NHTSA ID No.: 11098160
- 23 ○ Filed: May 27, 2018
- 24 ○ Summary of Complaint:

25 ▪ OUR 2007 LOW MILEAGE KIA HAD BEEN PARKED FOR OVER
 26 24 HRS. WHILE SITTING IN OUR DRIVEWAY NOT RUNNING,
 27 NO KEYS IN IGNITION, CAUGHT FIRE AND BURNED TO THE
 28 GROUND. THE FIRE TRAVELLED TO MY STORAGE BUILDING.
WE LOST EVERYTHING IN OUR STORAGE AND OUR VEHICLE.
KIA ASSUMES NO FAULT. ATTACHED IS FIRE DEPARTMENT
 REPORT AND PICS OF THE DAMAGE.

29 • 2007 Kia Sedona

- 30 ○ NHTSA ID No.: 11090369
- 31 ○ Filed: April 26, 2018
- 32 ○ Summary of Complaint:

33 ▪ WHILE MY KIA SEDONA WAS PARKED IN THE DRIVEWAY.
 34 HAD BEEN PARKED ABOUT AN HOUR WHEN SMOKE
 35 SUDDENLY STARTED COMING FROM UNDER THE HOOD.
 36 SOON, THE ENTIRE FRONT END WAS ON FIRE AND LOCAL
 37 FIRE DEPARTMENT CAME AND PUT THE FIRE OUT. VEHICLE
 38 WAS A TOTAL LOSS. **KIA COORPERATE SAYS IT'S NOT THEIR**
PROBLEM.

39 • 2008 Kia Sedona

○ NHTSA ID No.: 10875413

○ Filed: June 20, 2016

○ Summary of Complaint:

- ON 05-10-16 MY **2008 KIA SEDONA WAS PARKED IN THE DRIVE WAY. IT WAS NOT ON. IT HAD NOT BEEN DRIVEN FOR MORE THAN 24 HOURS.** THE KEY WAS NOT IN THE IGNITION. WE WERE REMOVING ONE OF THE BACK PASSENGER SEATS ON THE DRIVER'S SIDE. THE SIDE DOOR HAD REMAINED OPEN. IN THE PAST WE HAD PROBLEMS WITH THE DRIVER'S SIDE SLIDING DOOR, IT WOULDN'T OPEN OR WOULDN'T CLOSE. WHILE REMOVING THE SEAT THE OPEN DOOR INDICATOR (BUZZING) CAME ON. DID NOT KNOW WHY IT CAME ON, THE CAR WAS IN PARK AND WAS OFF. **A COUPLE OF MINUTES LATER THE SMELL OF SMOKE WAS COMING FROM THE CAR. DID NOT SEE WHERE IT WAS COMING FROM AT FIRST AND THEN SMOKE WAS COMING OUT OF THE ENGINE AREA. THE HOOD WAS OPENED AND THERE WERE FLAMES ON THE DRIVER'S SIDE BEHIND THE STEERING WHEEL.** THE FIRE DEPT. WAS CALLED BUT WE WERE ABLE TO PUT THE FLAMES OUT BEFORE IT BECAME DANGEROUS AND CANCELLED THE CALL. THE BATTERY HAD TO BE DISCONNECTED TO AVOID HAVING THE FLAMES START UP AGAIN. THE VEHICLE WAS TOWED TO A KIA DEALER TO INVESTIGATE THE CAUSE. **AFTER A FEW DAYS OF WAITING THE DEALER CONCLUDED THE ABS MAY HAVE CAUSED THE FIRE.** THE FIRE HAD BURNED THE WIRING HARNESS AND FIRE WALL. THE CAR WAS TOTALED DUE TO NOT BEING ABLE TO CONFIRM THE ACTUAL CAUSE OF THE FIRE. TO DATE WE DO NOT KNOW WHAT ACTUALLY CAUSED THE FIRE BUT WE HAD TO BUY ANOTHER CAR.

I WANT TO POINT OUT IF YOU HAVE A PROBLEM WITH THE DOOR SYSTEM BE ALERT. IF YOUR CAR IS IN PARK WITH THE KEY OUT OF THE IGNITION AND YOU HAVE WARNING BUZZARDS GO OFF CHECK THE CURRENT STATUS OF THE VEHICLE, POSSIBLE RELAY OVER LOAD TO DOOR CONNECTION. NOT CONFIRMED, BUT WAS THE ONLY POWER OPERATING PART TO THE VEHICLE THAT WAS IN USE WHEN THE FIRE STARTED.

- 2009 Kia Sedona

○ NHTSA ID No.: 11311935

○ Filed: February 27, 2020

○ Summary of Complaint:

- THE VEHICLE WAS STATIONARY AND A FIRE STARTED SOMEWHERE IN THE ENGINE AND THE WHOLE CAR BURNED.

- 1 • 2010 Kia Sedona
 - 2 ○ NHTSA ID No.: 10972249
 - 3 ○ Filed: •April 13, 2017
 - 4 ○ Summary of Complaint:
 - 5 ▪ TL* THE CONTACT OWNED A 2010 KIA SEDONA. WHILE
 - 6 DRIVING 65 MPH, THE VEHICLE SUDDENLY ACCELERATED
 - 7 WITHOUT WARNING WHILE THE CRUISE CONTROL WAS
 - 8 ENGAGED. THE BRAKE PEDAL WAS DEPRESSED, BUT FAILED
 - 9 TO STOP THE VEHICLE. IN ADDITION, THE EMERGENCY
 - 10 BRAKES FAILED. THE CONTACT WAS ABLE TO STOP THE
 - 11 VEHICLE BY TURNING THE IGNITION OFF AND REMOVING
 - 12 THE KEY. UPON EXITING THE VEHICLE, A BYSTANDER WAS
 - 13 RUNNING TOWARDS THE VEHICLE WITH A FIRE
 - 14 EXTINGUISHER. THE CONTACT NOTICED FLAMES UNDER THE
 - 15 FRONT END OF THE VEHICLE. THE FIRE WAS FINALLY
 - 16 EXTINGUISHED BY THE FIRE DEPARTMENT. THERE WERE NO
 - 17 INJURIES. A FIRE AND A POLICE REPORT WERE FILED. THE
 - 18 VEHICLE WAS TOWED AND DEEMED A TOTAL LOSS. THE
 - 19 CAUSE OF THE FAILURE WAS NOT DETERMINED. THE
 - 20 MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE
 - 21 FAILURE MILEAGE WAS 106,000.
- 22 • 2008 Kia Sportage
 - 23 ○ NHTSA ID No.: 11315840
 - 24 ○ Filed: March 3, 2020
 - 25 ○ Summary of Complaint:
 - 26 ▪ MY KIA SPORTAGE WAS PARKED IN FRONT OF A GARAGE
 - 27 WAS NOT TURNED ON AND WAS IN PARK WHEN THE ENGINE
 - 28 SUDDENLY CAUGHT FIRE IT SOUNDED LIKE A LOUD BOMB.
 - 29 THE FRONT OF THE VEHICLE WAS DESTROYED THE VEHICLE
 - 30 WAS NOT SALVAGEABLE.
- 31 • 2008 Kia Sportage
 - 32 ○ NHTSA ID No.: 11204208
 - 33 ○ Filed: April 28, 2019
 - 34 ○ Summary of Complaint:
 - 35 ▪ CAR WAS SITTING IN DRIVE WAY FOR A DAY AND HALF AT
 - 36 335 IN THE MORNING ELECTRICAL SHORT STARTED A FIRE
 - 37 WAS CAUGHT ON NEIGHBOR SECURITY CAMERA
- 38 • 2006 Hyundai Sonata
 - 39 ○ NHTSA ID No.: 11114927
 - 40 ○ Filed: July 31, 2018

○ Summary of Complaint:

- TL* THE CONTACT OWNED A 2006 HYUNDAI SONATA. ***WHILE DRIVING HIGHWAY SPEEDS, THE VEHICLE MADE AN ABNORMAL NOISE AND SMOKE EMITTED FROM THE ENGINE COMPARTMENT. THE FAILURE OCCURRED WITHOUT WARNING.*** THE CONTACT WAS ABLE TO SAFELY MANEUVER FROM THE HIGHWAY TO A PARKING LOT. THE CONTACT EXITED THE VEHICLE AND OBSERVED FLAMES UNDERNEATH THE VEHICLE. THE FIRE DEPARTMENT WAS CONTACTED AND EXTINGUISHED THE FIRE. THE VEHICLE WAS TOWED TO A SALVAGE YARD WHERE IT WAS DEEMED A TOTAL LOSS. THE DEALER AND MANUFACTURER WERE NOT NOTIFIED. THERE WERE NO INJURIES. THE CONTACT STATED THAT THE VEHICLE WAS INCLUDED IN NHTSA CAMPAIGN NUMBER: 18V026000 (SERVICE BRAKES, HYDRAULIC). THE FAILURE MILEAGE WAS APPROXIMATELY 100,000.

● 2008 Hyundai Azera

- NHTSA ID No.: 11072177
- Filed: February 11, 2018
- Summary of Complaint:

- FIRE IN ENGINE COMPARTMENT WHILE CAR WAS PARKED & OFF. KEY WAS NOT IN IGNITION. CAR SAT UNUSED FOR APPROX. 48 HOURS PRIOR TO FIRE.

● 2008 Hyundai Azera

- NHTSA ID No.: 11202884
- Filed: April 22, 2019
- Summary of Complaint:

JANUARY 24, 2018 — HYUNDAI IS RECALLING ABOUT 88,000 MODEL YEAR 2006-2011 HYUNDAI AZERA AND 2006 HYUNDAI SONATA CARS BECAUSE THE ENGINE COMPARTMENTS MAY CATCH ON FIRE. ON 1/10/18, 2 WEEKS PRIOR TO THIS RECALL MY 2008 HYUNDAI AZERA CAUGHT FIRE IN MY BASEMENT WHILE IT WAS PARKED AND NO KEY WAS IN THE IGNITION. THIS HAPPENED AT 3:30AM, ***OUR ENTIRE HOUSE, INCLUDING BOTH OF OUR VEHICLES WERE DESTROYED. NOTHING WAS SALVAGEABLE.***

● 2014 Hyundai Santa Fe Sport

- NHTSA ID No.: 11174728
- Filed: February 6, 2019
- Summary of Complaint:

ABOUT 20 MINUTES AFTER PARKING MY VEHICLE AT AN OFFICE LOCATION, IT CAUGHT ON FIRE. I COULD SEE THE FIRE BY THE RIGHT FRONT WHEEL, BETWEEN THE TIRE AND THE BODY; SMOKE WAS COMING FROM ALL AROUND THE HOOD. WE PUT OUT THE FIRE WITH A FIRE EXTINGUISHER. WE COULD SEE DAMAGED WIRES. I HAD NOTICED WARNING LIGHTS ON MY DISPLAY PANEL WHEN I GOT INTO MY VEHICLE TO START DRIVING. I CALLED CLAY COOLEY HYUNDAI OF ROCKWALL AND INFORMED THEM OF THE MESSAGES: BEEPING FOLLOWED BY FLASHING MESSAGES ABOUT ABS, ESC, & DOWNHILL BRAKE CONTROL; PLUS DOWN BELOW WERE TWO RED CIRCLES (EXCLAMATION MARK IN ONE AND THE LETTER P IN THE OTHER) AND THE WORD BRAKE BELOW. **I ASKED HYUNDAI IF THE CAR WAS SAFE TO DRIVE AND THEY SAID YES.** I PROCEEDED TO MY 12 NOON APPOINTMENT IN RICHARDSON, TX. ABOUT 20 MINS AFTER PARKING THE CAR, THE FIRE WAS NOTICED BY AN EMPLOYEE. THE DAY BEFORE THIS, ON TUE, 01-29-2019, I HAD NOTICED 3 AMBER WARNING LIGHTS (ABS, ESC & DBC). I CALLED HYUNDAI, INFORMED THEM OF THIS AND MADE AN APPOINTMENT FOR THUR JAN 31, 2019 AT 9:30 A.M.

- 2014 Hyundai Santa Fe Sport

- NHTSA ID No.: 11163149
- Filed: December 22, 2018
- Summary of Complaint:

2014 HYUNDAI SANTA FE SPORT- BRAKE LIGHT/ ABS LIGHT/ HILL DESCENT CONTROL LIGHT CAME ON IN VEHICLE AND AFTER A DAY OR TWO NEVER TURNED OFF. TOOK CAR TO DEALERSHIP AND WAS ASKED TO MAKE APPOINTMENT. THE NEXT DAY A TRIANGLE WITH EXCLAMATION POINT LIGHT TURNED ON ALONG WITH A STEERING WHEEL WITH EXCLAMATION POINT LIGHT AND THE STEERING WHEEL BECAME LOOSE AT THIS TIME. DROVE MYSELF HOME AND AFTER PARKING I TURNED VEHICLE OFF BUT THE ENGINE CONTINUED TO MAKE HUMMING NOISES LIKE SOMETHING WAS STILL RUNNING. RESTARTED CAR AND THEN TURNED OFF ENGINE AGAIN AND THE NOISE STOPPED. **I WENT INSIDE MY HOUSE AND LESS THAN 5 MINUTES LATER THERE WAS A LOUD BANGING ON MY FRONT DOOR- A NEIGHBOR THAT RAN UP TO INFORM ME MY CAR WAS ON FIRE. I COMPLETED REGULAR MAINTENANCE ON THIS VEHICLE AND IT ONLY HAD 35,000 MILES. PLEASE LOOK INTO THIS SITUATION SO THAT NO OTHERS GO THROUGH THIS DEVASTATING SITUATION THAT I FACED TODAY.**

- 2019 Hyundai Tucson

○ NHTSA ID No.: 11265995

○ Filed: October 3, 2019

○ Summary of Complaint:

1.3 MILES AWAY FROM THE DEALERSHIP I PURCHASED THE 2019 HYUNDAI TUCSON IT STARTED TO SMOKE. 5 MINUTES LATER IT WAS ON FIRE!! IT HAD LESS THAN 400 MILES ON IT AND I[']VE YET TO FIND OUT WHAT EXACTLY CAUSED THE FIRE. HYUNDAI OR THE DEALERSHIP WON[']T TELL ME. THE FIRE CAME FROM THE PASSENGER SIDE UNDER THE HOOD. ***THE VEHICLE STARTED SMOKING WHEN I ATTEMPTED TO START IT AND CAUGHT ON FIRE WHILE OFF.***

● 2015 Kia Optima

○ NHTSA ID No.: 11203852

○ Filed: April 26, 2019

○ Summary of Complaint:

JUST PULLED INTO MY JOB CAR WAS IN PARKED. CAR WAS STILL RUNNING HAD ABOUT 45MINS TO SPARE BEFORE CLOCKING IN. NOTICE THE CAR BEGIN TO SMOKE AS I'M SITTING PREPARING MY SELF FOR WORK. NO WARNING SIGNS APPEARED TO NOTIFY ME THAT THE CAR WAS OVERHEATING. TURNED THE ENGINE OFF TO SEE IF CAR WILL COOL DOWN. SMOKE SEEMED TO GET HEAVIER. I GOT OUT THE CAR AND SEEN THERE WAS FIRE UNDERNEATH. IMMEDIATELY I NOTIFIED EMERGENCY OFFICIALS. GOOD SAMARITANS HELPED PUT OUT THE FIRE. EMERGENCY OFFICIALS SAY IT WAS ELECTRICAL THAT CAUSED IT.

● 2013 Kia Optima

○ NHTSA ID No.: 11194980

○ Filed: April 9, 2019

○ Summary of Complaint:

MY CAR CAUGHT FIRE SITTING IN MY DRIVEWAY WHEN I WAS ASLEEP AND BURNED TO THE GROUND[.]

● 2013 Kia Optima

○ NHTSA ID No.: 11186541

○ Filed: March 11, 2019

○ Summary of Complaint:

MY CAR RANDOMLY CAUGHT FIRE AT 10:30 PM WHILE IT WAS ALREADY SITTING IN MY DRIVE WAY SINCE 7 PM. THE ENTIRE FRONT END OF THE CAR IS NOW MELTED ON MY

DRIVEWAY PAVEMENT. PUTTING MY FAMILY AND MY HOUSE AT DANGER.

- 2015 Kia Optima

- NHTSA ID No.: 11151352
- Filed: November 12, 2018
- Summary of Complaint:

AT APPROXIMATELY 4:30 A.M. ON NOVEMBER 12, 2018, THE ENGINE BECAME FULLY ENGULFED IN FLAMES WHILE THE CAR WAS PARKED ON THE STREET IN FRONT OF OUR HOUSE AND TURNED OFF. NO ONE HAD DRIVEN THE CAR FOR SEVERAL HOURS. THE FIRE DESTROYED THE ENTIRE FRONT END OF THE CAR, MELTED THE TIRES AND FILLED THE INTERIOR OF THE CAR WITH SMOKE. FORTUNATELY, THE FIRE DEPARTMENT ARRIVED AND PUT OUT THE FIRE BEFORE IT SPREAD TO THE GAS TANK.

- 2013 Kia Optima

- NHTSA ID No.: 11142750
- Filed: October 25, 2018
- Summary of Complaint:

ON SEPTEMBER 16, 2018 AT APPROXIMATELY 930AM, WHILE ON DUTY AT WORK(CORRECTION OFFICER) MY KIA OPTIMA GDI 2013 WENT UP IN FLAMES IN THE PARKING LOT OF MY JOB.. I WAS NOT PRESENT AND THE VEHICLE. I HAD ALREADY BEEN ON DUTY 530AM THAT MORNING. ONCE I MADE IT TO THE SCENE MY CAR WAS COMPLETELY ALMOST BURNT TO THE GROUND. THE FIRE DEPARTMENT LABELED IT AS A ELECTRICAL FIRE, WHICH CAUSED THE CAR THE BURN FROM THE INSIDE OUT, STARTING FROM THE ENGINE. I HAD SEVERAL PERSONAL ITEMS OF MINE BURNT IN THE FIRE AND ALSO WORK EQUIPMENT THAT WAS LOST IN THE FIRE. SINCE THE INCIDENT I'VE SUFFERED MENTAL, EMOTIONAL AND PHYSICAL DISTRESS. ***I'M A SINGLE MOTHER AND I DEPENDED ON MY CAR TO GET ME WHERE I NEEDED TO GO. THINGS HAVE BEEN VERY FRUSTRATING AND HARD.*** I'M SEEKING HELP FROM KIA MOTORS. *TR

- 2013 Kia Optima

- NHTSA ID No.: 11139335
- Filed: October 8, 2018
- Summary of Complaint:

CAR SPONTANEOUSLY CAUGHT ON FIRE RESULTING IN TOTAL LOSS. NO INJURY BUT DRIVER HAD TO JUMP OUT OF MOVING VEHICLE.

- 2014 Kia Optima

- NHTSA ID No.: 11102293
- Filed: June 18, 2018
- Summary of Complaint:

I PARKED MY KIA OPTIMA AT 7 PM. AT MIDNIGHT I WAS WOKEN UP TO FIRE TRUCKS OUTSIDE OF MY APARTMENT. MY CAR WAS FULLY ENGULFED IN FLAMES. THE FIRE INSPECTOR REPORTED NO FOWL PLAY BUT COULD NOT DETERMINE HOW IT HAPPENED. SIMPLY NOT ENOUGH EVIDENCE LEFT. HAD 62K MILES AND WAS FREQUENT WITH OIL CHANGES. ***NO LIGHTS ON DASH.***

- 2013 Kia Optima

- NHTSA ID No.: 10918948
- Filed: October 24, 2016
- Summary of Complaint:

THE CAR CAUGHT FIRE AND BURNED SITTING IN MY DRIVEWAY. DRIVEN DAILY TO AND FROM WORK. ***NO CHECK ENGINE LIGHT OR ANY WARNING.*** CAUGHT FIRE WITHIN FIVE MINUTES OF TURNING OFF ENGINE.

- 2015 Kia Optima

- NHTSA ID No.: 10914473
- Filed: October 5, 2016
- Summary of Complaint:

TL* THE CONTACT OWNS A 2015 KIA OPTIMA. ***WHILE STATIONARY, THE VEHICLE CAUGHT FIRE.*** THE CONTACT SMELLED SMOKE COMING FROM THE CABIN OF THE VEHICLE. THE FIRE STARTED UNDER THE STEERING COLUMN OF THE VEHICLE. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE. THERE WERE NO INJURIES AND A FIRE REPORT WAS FILED IMMEDIATELY. THE MANUFACTURER WAS MADE AWARE OF THE ISSUE. THE FAILURE MILEAGE WAS 22,000.

- 2014 Kia Optima

- NHTSA ID No.: 10873251
- Filed: May 9, 2016
- Summary of Complaint:

MAY 9TH 2016, DRIVING TO WORK ON I-44 HEADING TO WORK, MY VEHICLE WITHOUT WARNING SHUTS OFF AND DIES, I START TO SEE WHITE SMOKE COME FROM THE ENGINE COMPARTMENT, I SAFELY PULL THE CAR OVER TO SHOULDER BECAUSE IT WAS STILL ROLLING. EXIT THE

VEHICLE AND OPEN THE HOOD, AND THE ENGINE CATCHES FIRE ON THE DRIVER SIDE OF THE ENGINE. ***I HAVE SPOKEN TO MANY CERTIFIED MECHANICS ALL WITH THE SAME ANSWER THAT IT WAS AN ELECTRICAL FIRE.*** I HAVE SINCE COMPLETED THE TOTAL LOSS PROCESS WITH MY INSURANCE. ***I HAVE CONTACTED KIA CONSUMER AFFAIRS WHO WERE ABSOLUTELY ZERO HELP.*** THE VEHICLE WAS STILL UNDER WARRANTY AS IT ONLY HAD JUST OVER 36000 MILES.

- 2014 Kia Sorento
 - NHTSA ID No.: 11090119
 - Filed: April 21, 2018
 - Summary of Complaint:

I WAS DRIVING DOWN THE INTERSTATE AS I HEARD A LOUD POP SO PULLED OVER ON THE SIDE OF THE ROAD THINKING IT WAS MY TIRES, AS I LOOKED AT ALL THE TIRES I DIDN'T SEE ANYTHING SO I GOT BACK IN. SOON AS I GOT BACK IN THE VEHICLE I SMELLED SOMETHING SO I TURNED THE CAR OFF AND GOT OUT. THE MINUTE I GOT OUT OF THE CAR IT ENGULFED IN FLAMES.. ***THE FIRE REPORT SHOWED IT WAS DUE TO AN ELECTRICAL ISSUE , AND THE ENTIRE CAR BURNT UP***

D. The Defect caused Plaintiff Zakikhani's 2007 Hyundai Entourage to catch fire while parked in his garage, threatening his family's life, and causing damage to his home.

65. Plaintiff purchased his 2007 Hyundai Entourage on June 10, 2008, from a Hyundai dealership in Newport, Rhode Island. Plaintiff's vehicle was a "certified pre-owned" vehicle. On the "sticker" display, Hyundai claimed that the vehicle had "a bevy of standard safety equipment" and promoted that it was "[n]amed an Insurance Institute for Highway Safety 2007 Top safety Pick." Hyundai further claimed that the vehicle had undergone a "150-point pre-delivery Hyundai certified inspection."

66. The safety and reliability of the 2007 Hyundai Entourage were important factors to Plaintiff in purchasing the vehicle and choosing to purchase the extended "Platinum" warranty which covers practically all mechanical failures within the vehicle.

67. Throughout his ownership of the vehicle, Plaintiff performed all the recommended manufacturer maintenance and otherwise properly cared for his vehicle.

68. In the evening on March 26, 2019, Plaintiff was sitting in his living room when he heard

1 the sound of his 2007 Hyundai Entourage alarm. Plaintiff immediately ran to his attached garage where
2 he saw a thick black plume of black smoke emanating from his parked vehicle. The fire emanating
3 from the engine compartment of his vehicle had grown so large that parts of his garage and home had
4 turned black with soot.

5 69. While his vehicle was on fire, Plaintiff was forced to enter the vehicle to shift it to neutral
6 and push the vehicle out of his garage. Below are the distressing pictures taken by Plaintiff in front of
7 his home after he had removed the vehicle from his garage and his local fire department arrived at his
8 home:



27 70. At the time of the fire, Plaintiff was home with his entire family. Thus, the Defect not
28 only resulted in loss of Plaintiff's vehicle and damage to his personal property, as well as his neighbor's

1 property, it placed his family's lives in grave danger.

2 71. Like numerous incidents reported to NHTSA by Class Vehicle owners, Plaintiff's vehicle
3 had been turned off for approximately five hours prior to the fire.

4 72. Plaintiff retained an experienced Fire and Explosion Investigator to determine the cause
5 of the engine compartment fire in his vehicle. The investigation revealed that the fire originated in the
6 vehicle's rear of the engine compartment behind the battery and above the transmission on the driver's
7 side.

8 73. Specifically, the investigator found it was "more likely than not" that (1) the fire
9 originated in the ABS module; (2) the first fuel ignited was the plastic components of the ABS module;
10 and (3) the source of ignition was a short circuit within the ABS module, which was connected to the
11 vehicle's 12 VDC battery system.

12 74. Below are pictures taken as part of the investigation, which support its findings:

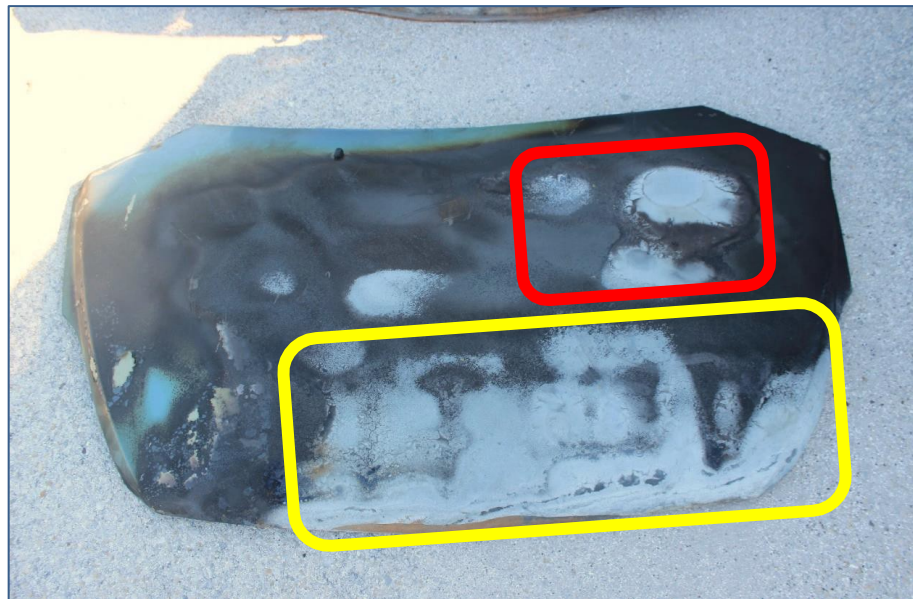
13 a Driver's side of the Hyundai Entourage:



- 1
- 2 b. Front view of vehicle: Ventilation and plastic parts lead to greater
- 3 damage in this area, but patterns are consisting with a fire starting
- 4 behind the radiator:



- 14 c. Hood, looking from the front: Paint is completely burned away over
- 15 left rear section of the engine compartment (red outline). Damage at
- 16 front of hood due to more available oxygen (yellow outline):



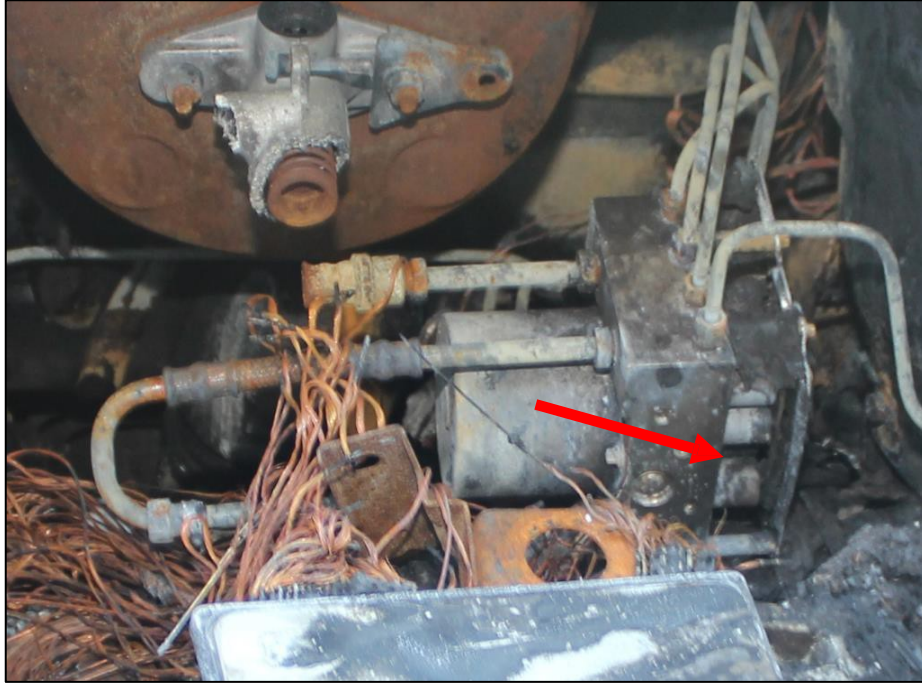
- 1
- 2 d. Engine compartment, looking from the front: Damage is more
- 3 severe on the driver's side.
- 4



- 13 e. Inconsistent fire damage at the ABS module.
- 14



- f Detail of previous photo, showing loss of material in the ABS module.



75. The investigator noted that the seals to ABS modules fail over time, which can leak water to enter the ABS module. This, in turn, can lead to an electrical short and fire.

76. Following the near loss of his home and life-threatening danger his family was placed in, Plaintiff incurred thousands of dollars in damages and expenses that he would not have incurred but for the Defect. In addition to the damage of his vehicle, Plaintiff was forced to replace personal items lost in the fire, including his toddler's car seat and stroller, pay for damage to a neighbor's property, pay for an interim car rental, purchase a safe replacement vehicle, and pay for damage to his vehicle parked adjacent to his 2007 Hyundai Entourage at the time of the fire. Plaintiff also incurred expenses necessary to store his vehicle until such time that it can be adequately repaired.

77. As a result of the Defect nearly destroying Plaintiff's home and threatening the life of his family, Plaintiff and his wife suffered emotion distress and are permanently traumatized by the incident. Indeed, each time Plaintiff and his wife park their vehicles in or near their home they now have meaningful concerns for their family's safety.

E. Defendants had knowledge of the Defect for years prior to issuing any recalls.

78. On information and belief, Defendants were aware of the Defect and the catastrophic risk it posed to Class Vehicle owners (as well as bystanders), through but not limited to: (1) Defendants' pre-sale durability testing and part sales, (2) Defendants' own records of customer complaints; (3) dealership repair records; (4) NHTSA complaints; (5) warranty and post-warranty claims, and (6) Hyundai's U.S. Technical Committee responsible for safety recalls.

79. Defendants are experienced in the design and manufacture of consumer vehicles. As experienced manufacturers, Defendants conduct tests, including pre-sale durability testing, on incoming components, including ABS modules and HECUs, to verify the parts are free from defects and align with Defendants' specifications.

80. Kia conducts expansive presale durability testing on its vehicles to make sure they "endure over a long time without fault."²⁰ Kia touts that as part of its durability testing it "ruin[s] [its] cars in various ways, identify causes and find solutions to them to make [its] cars endure over a long time without fault."²¹ As part of this process, Kia conducts seven durability tests, including an item durability test of the vehicle's individual components, a module durability test, and a corrosion test. Relatedly, Kia conducts these tests "in extreme weather conditions including desert with blazing sunlight and coldness of 40 degrees below zero" to ensure that its vehicles can withstand all conditions.

81. Hyundai similarly conducts extensive safety and durability testing on its vehicles. Prior to putting a vehicle into the stream of commerce, Hyundai purports that its "cars undergo thousands of hours of examination and it's not just engine performance that is under scrutiny."²² Like Kia, Hyundai touts that it "uses extreme weather conditions to test its cars and ensure they are ready for the road," including in Europe and the Mojave Desert.

82. Defendants also regularly monitor the NHSTA databases as part of its ongoing obligation

²⁰ http://www.kia.com/worldwide/experience_kia/rnd/performance.do (last accessed October 23, 2020).

²¹ <https://www.kia.com/dm/experience/innovation-story/performance.Lamba-Tau.html> (last accessed October 23, 2020).

²² <https://www.hyundai.news/eu/model-news/hail-rain-or-shine-hyundai-motors-extreme-weather-testing/> (last accessed October 23, 2020).

1 to identify potential defects in its vehicles. Hyundai has stated publicly that it “ha[s] a robust system in
 2 place for monitoring and investigating reported vehicle fires that includes investigation and reporting
 3 to NHTSA as required.”²³ Accordingly, the numerous complaints filed by Class Vehicle owners with
 4 NHTSA establish that Defendants knew, or should have known, of the Defect at least as early as 2011,
 5 based on publicly available information, nearly a decade before Defendants issued the 2020 Recalls,
 6 and years prior to the manufacturing and sale of hundreds of thousands of additional Class Vehicles.

7 83. Plaintiffs’ investigation revealed that the Defect was complained of on April 27, 2011,
 8 when an owner of a 2010 Hyundai Elantra reported that on October 16, 2020, their “6-month old
 9 Hyundai Elantra Touring caught fire after sitting in [his or her] driveway for nine hours.”²⁴ The
 10 complaint further stated that his insurance company retained a forensic engineer to determine the origin
 11 of the fire. *The engineer determined that “the fire was electrical and originated in the engine*
 12 *compartment.”* The owner’s complaint warned that “as far as I know, Hyundai has not issued a recall
 13 or TSB on the car.” The owner was correct, and Defendants’ failure to recall the vehicles would result
 14 in a shocking number of additional fires and needlessly risk the lives of thousands.

15 84. Again, on October 23, 2013, an owner of a 2007 Hyundai Elantra in Coral Springs, Florida
 16 warned that their “[v]ehicle caught fire after sitting off for 5 hours.”²⁵ The owner reported that the
 17 “[f]ire department determined that fire originated in engine compartment” and that there was
 18 “[p]robable cause of fire electrical within engine compartment.” Further, the owner maintained the
 19 vehicle in “excellent condition, never had any problems[,] was never in an accident[,] [and] [n]o recalls
 20 [were] issued for electrical issues in engine compartment.”

21 85. One of the most egregious complaints ignored by Defendants was filed on June 20, 2016,
 22 when an owner of a 2008 Kia Sedona recounted the story of his vehicle erupting in flames while sitting
 23
 24

25 ²³ <https://www.autoblog.com/2018/10/12/hyundai-kia-fires-center-for-auto-safety/> (last
 26 accessed October 23, 2020).

27 ²⁴ NHTSA ID No. 10398944; *see also* NHTSA ID No. 10400774.

28 ²⁵ NHTSA ID No.: 10548829.

1 in his driveway.²⁶ The vehicle was towed to a Kia dealership to investigate the cause of the fire. Within
 2 days of receiving the vehicle “*the dealer concluded the ABS may have caused the fire.*” This was
 3 based on the fact that “the fire had burned the wiring harness and fire wall.” *Thus, the Kia dealership*
 4 *specifically identified the Defect four years prior to Defendants’ February 2020 Recall.*

5 86. Similarly in 2016, following the spontaneous fire of a 2008 Hyundai Elantra an owner
 6 “contacted Hyundai directly and brought to their attention” that the local fire department “suspected
 7 [the fire] to be a manufacturers defect of possible faulty electrical wiring.”²⁷ The owner “urge[d] and
 8 plead[ed] [Hyundai] to look into this matter[,]” particularly because he or she was “aware of the past
 9 recalls conducted by Hyundai due to the possibility of engine fires and feel[s] as though[] [his or her]
 10 vehicle is one of the vehicles affected [b]y the negligence in the manufacturers end.”

11 87. Also in 2016, at least three owners of Kia Optimas subject to the Summer 2020 Recall
 12 publicly complained of fire incidents related to the Defect.²⁸ For example, an owner of a 2015 Kia
 13 Optima filed a public complaint with NHTSA that her vehicle, with only 22,000 miles, “caught fire”
 14 “while stationary.”²⁹ In January of 2017, the owner then submitted a “Vehicle Owner’s Questionnaire”
 15 with NHTSA wherein he or she states that when she attempted to enter her car which was parked for
 16 “about two and a half hours” she found “smoke coming from under the dash.”³⁰ The vehicle would soon
 17 be engulfed in flames and destroyed, as well as causing damage to the driveway the car was parked on.
 18 After reporting the incident to KMA’s National Consumer Affairs, a representative stated that Kia
 19 would like to inspect the vehicle. However, the company failed to make any effort to do so in the
 20 subsequent months or otherwise investigate the incident. Separately, another owner warned via a public
 21 NHTSA complaint that their vehicle began to smoke from the engine compartment while driving. The
 22 owner then stated that they “have spoken to many certified mechanics all with the same answer that it

23 ²⁶ NHTSA ID No.: 10875413.

24 ²⁷ NHTSA ID No.: 10897621.

25 ²⁸ See NHTSA ID Nos.: 10914473, 10918948, 10873251.

26 ²⁹ NHTSA ID No.: 10914473.

27 ³⁰ Available at <https://static.nhtsa.gov/odi/cmpl/2016/EQ-10914473-8505.pdf>.

1 was an electrical fire[,]” and that they “*have contacted kia consumer affairs who were absolutely zero*
2 *help*. The vehicle was still under warranty as it only had just over 36000 miles.”

3 88. Upon information and belief, Defendants’ customer relations divisions regularly receive
4 and respond directly to customer calls concerning, *inter alia*, product defects. Through these sources,
5 Defendants was made aware of the Defect and had knowledge of the its potential danger.

6 89. On information and belief, Defendants’ customer relations departments, which interact
7 with authorized service technicians in order to identify potentially widespread vehicle problems and
8 assist in the diagnosis of vehicle issues, have received numerous reports compartment fires unrelated to
9 collisions and accidents.³¹ Customer relations also collects and analyzes field data including, but not
10 limited to, repair requests made at dealerships and service centers, technical reports prepared by
11 engineers that have reviewed vehicles for which warranty coverage is requested, parts sales reports, and
12 warranty claims data.

13 90. Defendants’ warranty departments similarly review and analyze warranty data submitted
14 by its dealerships and authorized technicians in order to identify defect trends in its vehicles. Defendants
15 dictate that when a repair is made under warranty (or warranty coverage is requested), service centers
16 must provide Defendants with detailed documentation of the problem and the fix that describes the
17 complaint, cause, and correction, and also save the broken part in case Defendants later determines to
18 audit the dealership or otherwise verify the warranty repair. For their part, service centers are meticulous
19 about providing this detailed information about in-warranty repairs to Defendants because Defendants
20 will not pay the service centers for the repair if the complaint, cause, and correction are not sufficiently
21 described.

22 91. Upon information and belief, Defendants knew or should have known about the Defect
23 and risk of engine compartment fires because of the high number of replacement parts likely ordered
24 from Defendants. All of Defendants service centers are required to order replacement parts, including
25 ABS modules and HECUs directly from Defendants. Other independent vehicle repair shops that
26 service Class Vehicles also order replacement parts directly from Defendants. Defendants routinely
27

28 ³¹ See, e.g., NHTSA ID Nos.: 10875413, 10993003.

1 monitor part sales reports and are responsible for shipping parts requested by dealerships and
 2 technicians. Thus, Defendants have detailed, accurate, and real-time data regarding the number and
 3 frequency of replacement part orders. The increase in orders of auto-parts necessary to fix damage
 4 caused by engine compartment fires in the Class Vehicles was known to Defendants and should have
 5 alerted it to the scope and severity of the engine defect.

6 92. Furthermore, the existence of the Defect should not have come as a surprise to Defendants
 7 as ABS modules are known to experience issues with sealing and moisture causing dangerous
 8 conditions within the component. For example, in 2015, Chrysler announced a recall of 2012-2015
 9 Dodge Journeys due to a defect within the ABS module which allows moisture to enter the component
 10 which “could disable the ABS and/or Electronic Stability Control (ESC) system(s).”³² Nissan
 11 announced its own recall of multiple vehicles in 2016, over a defect in its ABS which can leak fluid
 12 into the component which “may create an electrical short in the actuator circuit, which in rare instances,
 13 may lead to a fire.”³³

14 93. In fact, in 2014, Hyundai was fined \$17.35 million for failing to timely report a defect in
 15 the HECUs found in 2009-2012 Hyundai Genesis which may lead to corrosion and impair brake
 16 effectiveness.³⁴ NHTSA found that Hyundai knowingly withheld information concerning the
 17 dangerous safety defect from vehicle owners and delayed issuing a recall over the defect.

18 94. As part of the Consent Decree entered into by Hyundai, it “commit[ed] and agree[ed] to...
 19 [make] corporate organizational and process improvements” including the creation of a U.S. Technical
 20 Committee to review and make decisions regarding potential safety recalls. The head of the U.S.
 21 Technical Committee was also granted “direct access to the board of directors and the Chief Executive
 22 Officer (‘CEO’) of [Hyundai America].”

24 ³² NHTSA Recall No. 15V-675.

25 ³³ NHTSA Recall No. 16V-636.

26 ³⁴[https://one.nhtsa.gov/About-NHTSA/Press-](https://one.nhtsa.gov/About-NHTSA/Press-Releases/Hyundai%E2%80%93agrees%E2%80%93to%E2%80%93pay%E2%80%93$17.35%E2%80%93million%E2%80%93fine)
 27 [Releases/Hyundai%E2%80%93agrees%E2%80%93to%E2%80%93pay%E2%80%93\\$17.35%E2%80%93million%E2%80%93fine](https://one.nhtsa.gov/About-NHTSA/Press-Releases/Hyundai%E2%80%93agrees%E2%80%93to%E2%80%93pay%E2%80%93$17.35%E2%80%93million%E2%80%93fine) (last accessed October 23, 2020);
 28 <https://static.nhtsa.gov/odi/rcl/2013/RCDNN-13V489-9416.pdf> (last accessed October 23, 2020).

F. Defendants issue inadequate and incomplete Recalls, leaving over a million dangerous Class Vehicles on the road.

95. Auto manufacturers are required to file a report with NHTSA within five days of identifying any safety related defects in its vehicles. 49 CFR § 573 *et seq.* The initial report is required to identify all vehicles “potentially containing the defect” and include “a description of the manufacturer's basis for its determination of the recall population and a description of how the vehicles or items of equipment to be recalled differ from similar vehicles or items of equipment that the manufacturer has not included in the recall.” *Id.* § 573.6. Additionally, the report must contain a “description of the defect” and “identify and describe the risk to motor vehicle safety reasonably related to the defect[.]” *Id.*

96. The purpose of these regulations is obvious: “To facilitate the notification of owners of defective and noncomplying motor vehicles..., and the remedy of such defects and noncompliances, by equitably apportioning the responsibility for safety-related defects and noncompliances with Federal motor vehicle safety standards among manufacturers of motor vehicles[.]” *Id.* § 573.2.

97. Defendants first acknowledged the existence of the Defect on November 4, 2016, when Kia notified NHTSA that it was recalling 71,704 Kia Class Vehicles, comprised of 2008-2009 Kia Sportage vehicles manufactured August 9, 2007, to May 13, 2009.”³⁵

98. Kia described the Defect in its Part 573 Safety Recall Report, stating that “[i]mproper sealing of the HECU’s wire harness cover permits salt water to eventually reach the electrical circuit board through corroded connector pins.” In its Description of the Safety Risk, Kia warned that “[i]f the HECU circuit board experiences a short circuit, a thermal event can result, including the possibility of an engine compartment fire.”

99. In connection with the Part 573 Safety Recall Report Kia filed a “Chronology” of the events leading up to the 2016 Recall. Kia reported that its Consumer Affairs department received a report on April 19, 2016 of engine fire in a 2008 Sportage which was parked in driveway at the time of the fire. On April 22, 2016, the vehicle was transported to Kia’s headquarters in Irvine, California. Within four days, on April 26, 2016, Kia’s engineers at its headquarters identified the ABS control

³⁵ NHTSA Campaign Number: 16V-815.

1 module area as the origin of fire.

2 100. On May 12, 2016, Kia identified other complaints of “thermal events” and began to
3 evaluate the field data. The following week, Kia and its supplier identified road salt entering and causing
4 corrosion in the ABS module as a “possible contributing factor to thermal incidents.”

5 101. In June 2016, Kia conducted tests to determine the cause of the ignition and found that
6 “[s]alt water is found to increase conductivity in HECU circuits and lead to possible circuit overload.”

7 102. Kia waited until September 27, 2016, to make the decision to conduct safety recall to
8 prevent thermal events in areas exposed to heavy salt use. Kia also disclosed that it identified nine
9 consumer assistance complaints regarding thermal events.

10 103. While Defendants acknowledged the potentially deadly defect in over 71,000 vehicles, it
11 did not offer to remedy the Defect in all recalled vehicles. Instead, Kia only offered to replace the
12 defective HECUs if a Kia dealer determined that “corrosion is present”; otherwise, Kia Class Vehicle
13 owners were merely offered replacement “connector covers” for their HECUs.

14 104. Moreover, the 2016 Recall did not fully disclose that the risk of a spontaneous eruption
15 in the engine compartment was due to the HECU remaining charged at all times—a defect that was not
16 addressed by Kia’s proposed remedy.

17 105. Next, on January 9, 2018, Hyundai notified NHTSA that it was “recalling certain 2006-
18 2011 Hyundai Azera and 2006 Hyundai Sonata vehicles[,] [because] [w]ater may enter the Anti-lock
19 Brake (ABS) Module and result in an electrical short.”³⁶ Hyundai warned that “an electrical short within
20 the ABS Module may cause an engine compartment fire, even when the car is turned off, increasing the
21 risk of an injury.” Hyundai identified 87,854 potential affected vehicles.

22 106. In its Part 573 Safety Recall Report, Hyundai stated that in December 2016, it “received
23 a report in the Korean market alleging an overheated condition inside the engine compartment around
24 the ABS module.”³⁷ Hyundai claimed that it conducted “a global market analysis but did not identify a

25 _____
26 ³⁶ <https://static.nhtsa.gov/odi/rc1/2018/RCAK-18V026-9556.pdf> (last accessed October 23,
2020).

27 ³⁷ <https://static.nhtsa.gov/odi/rc1/2018/RCLRPT-18V026-8031.PDF> (last accessed October 23,
28 2020).

1 trend for this condition.” By May 2017, Hyundai stated that it found no design or manufacturing flaw
2 in the ABS module.

3 107. In June 2017, Hyundai received a report from the U.S. market alleging illumination of the
4 malfunction indicator light and smoke inside the engine compartment around the ABS module. In
5 November 2017, Hyundai, with the assistance of its supplier, “found evidence of an electrical short
6 inside the ABS module potentially caused by moisture leaking into the ABS module and accelerated by
7 the continuous powered state of the module.”

8 108. On January 3, 2018, Hyundai issued Recall No. 18V-026 for 87,854 vehicles equipped
9 with faulty ABS modules which may result in dangerous engine compartment fires.

10 109. In its Recall Report, Hyundai described the “Defect”, “Safety Risk,” and
11 “Cause”:

12 Description of the Defect: The subject vehicles are equipped with an Anti-
13 Lock Brake System (“ABS”) module that remains powered on when the
14 vehicle is turned off. If moisture has entered the ABS module (such as from
15 water from high pressure car washes), over time an electrical short could
16 occur inside the ABS module.

17 Description of the Safety Risk: If a short circuit occurs inside the ABS
18 module, there could be an increased risk of an engine compartment fire.
19 The service brakes remain operational.

20 Description of the Cause: Moisture intrusion into the electronic
21 components of the ABS module can cause a short circuit. Because the ABS
22 module has continuous power, a short circuit may occur while the vehicle
23 is parked, and the ignition switch is turned off.

24 110. In contrast to the proposed Defect remedy in the 2016 Recall, this time Hyundai offered
25 to remedy the Defect by “install[ing] a relay in the vehicle’s main junction box” which is designed to
26 “power down [the ABS Module] when the ignition switch is turned OFF.” This “remedy,” however, is
27 equally insufficient as the 2016 Recall remedy. First, the remedy fails to address moisture entering
28 and/or accumulating within the ABS module that allows the components to corrode which leads to a
short circuit. Second, it fails to address the corrosion already present in the ABS module that will cause
fires when the car is on and the module is knowingly electrified. In fact, on March 22, 2018, a complaint
was publicly filed with NHTSA explained that “the recall addresses rewiring the ABS so no power is

1 present in the water leaking ABS module when the vehicle is not operating and parked but does not
2 address failure of the ABS without fire from water leakage when the vehicle is driven.”³⁸

3 111. Hyundai claimed in the 2018 Recall that there had been no reports of accidents or injuries
4 associated with the Defect. However, this overlooks that Class Vehicle owners had lost use of their
5 cars, and some reported damage to their homes as a result of fires caused by the Defect while the car
6 was parked. Most of all, it ignores the numerous reports of injuries cause to owners and bystanders of
7 the Class Vehicles which were yet to be recalled.

8 112. In February 2018, Hyundai issued a Technical Service Bulletin (No. 18-01-009) which
9 described the procedure for installing the relay block into the ABS module electrical circuit.³⁹ The
10 Bulletin instructed dealers that they “must perform this Recall Campaign whenever an affected vehicle
11 is in the shop for any maintenance or repair.”

12 113. By July 29, 2019, Hyundai had inspected 32,381 of the 87,854 defective vehicles subject
13 to the 2018 Recall.⁴⁰

14 114. While Hyundai stated in the Recall Report that it “will continue to monitor incidents in
15 the field and will determine at a later date if further investigation is warranted,” it failed to recall
16 hundreds of thousands of Class Vehicles that were at risk of eruption due to the same Defect but not
17 included in the 2016 or 2018 Recalls. Moreover, by that time there were already numerous public
18 reports of non-accident engine compartment fires in Class Vehicles which were not included in the 2018
19 Recall.

20 115. Had Hyundai issued a recall for all Class Vehicles at the time of the 2018 Recall, many
21 people would have been taken out of harm’s way.

22 116. Next, in February 2020, Defendants announced a recall of an additional 700,000 Class
23

24 ³⁸ NHTSA ID No.: 11080896.

25 ³⁹ <https://static.nhtsa.gov/odi/rci/2018/RCRIT-18V026-8494.pdf> (last accessed October 23,
26 2020).

27 ⁴⁰ <https://static.nhtsa.gov/odi/rci/2018/RCLQRT-18V026-0497.PDF> (last accessed October 23,
28 2020).

Vehicles due to the Defect.⁴¹ Specifically, on February 4, 2020, Hyundai recalled approximately 396,025 model year 2007-2011 Elantra vehicles produced between July 14, 2006 and November 23, 2010, approximately 33,661 model year 2009-2011 Elantra Touring vehicles produced between October 15, 2008 and December 6, 2010, approximately 41,420 model year 2007-2008 Entourage vehicles produced between February 16, 2006 and June 30, 2008, and approximately 5,005 model year 2007 Hyundai Santa Fe vehicles produced between August 8, 2006 and December 8, 2006. And on February 14, 2020, Kia recalled approximately 228,829 vehicles, comprised of 2006-2010 Kia Sedona vehicles manufactured from June 15, 2005 through July 15, 2009 and certain 2007-2009 Kia Sorento vehicles manufactured from June 15, 2006 through December 15, 2008.

117. Like its 2018 Recall, Hyundai stated in its Part 573 Safety Recall Report⁴² that the recalled “vehicles are equipped with an Anti-Lock Brake System (‘ABS’) module that remains energized when the vehicle is turned off. If moisture enters the electrical circuit of the ABS module a short circuit could gradually develop.” Should a short circuit occur in the ABS module, “there could be an increased risk of a ‘key-off’ engine compartment fire.” Hyundai stated that “[a] *specific causality allowing moisture to enter the ABS module electrical circuit has not yet been identified*”; however, because the ABS module is continually powered, an electrical short could develop even while the vehicle is turned off.” Further, Hyundai proposed the same inadequate “remedy” as in the 2018 Recall, the instillation of a “new relay [which] will power down the ABS module when the vehicle’s ignition switch is turned OFF.”

118. Similarly, Kia reported in its Part 573 Safety Recall Report⁴³ that “[w]hen the vehicle is in the key OFF position and parked, the Hydraulic Electronic Control Unit (HECU) remains energized. If moisture enters the HECU, an electrical short circuit could occur even though the vehicle is turned off and parked.” Like each of the other Class Vehicles, the Defect created a “safety risk” of an electrical

⁴¹ NHTSA Recall Nos. 20V-061, 20V-088

⁴² <https://static.nhtsa.gov/odi/rc1/2020/RCLRPT-20V061-1748.PDF> (last accessed October 23, 2020).

⁴³ <https://static.nhtsa.gov/odi/rc1/2020/RCLRPT-20V088-8521.PDF> (last accessed October 23, 2020).

1 short circuit inside the HECU resulting in “an engine compartment key OFF fire.” Further, Kia stated
2 that “[t]he cause of moisture entering the HECU has not yet been ascertained. However, since the HECU
3 is continuously powered, an electrical short may occur while the vehicle is turned off and parked.”

4 119. In the “Chronology” filed by Hyundai with NHTSA the company described “the events
5 leading up to the defect decision:”

- 6 • In October 2017, Hyundai Motor America (“HMA”) received a claim
7 alleging an engine compartment fire on a 2007 Hyundai Elantra vehicle.
8 HMA inspected the vehicle and confirmed damage consistent with an
9 engine compartment fire. The source of the ignition could not be determined
10 due to the extent of the damage; however, various fuses related to the ABS
11 module were found open indicating the possibility of an internal short.
12 HMA requested the ABS module to be recovered for further analysis. HMA
13 conducted a search of all field information and discovered two additional
14 reports of engine compartment fires on Elantra vehicles. The ABS modules
15 from these incidents were also requested for analysis.
- 16 • By November 2017, HMA received two of the three known incident parts.
17 A Quality Information Request (“QIR”) was issued by HMA to HMC
18 requesting an analysis of the recovered incident parts for any signs of
19 electrical shorting due to brake fluid or moisture contamination.
- 20 • In March 2018, HMA received HMC’s recovered parts analysis result. In
21 their analysis, HMC concluded that moisture ingress analysis could not be
22 performed due to the extent of heat damage to the ABS module components.
23 HMC requested additional recovery parts for further analysis.
- 24 • From April 2018 to August 2018, HMA continued monitoring incidents in
25 the field. Due to the low rate of vehicle fires and warranty part returns,
26 HMA initiated random recovery of in-use ABS modules for inspection of
27 any precursory signs of moisture ingress or electrical shorting. Four
28 additional ABS modules were recovered and sent to HMC for analysis.
HMA received HMC’s analysis result in late August 2018. In their analysis,
HMC reported that all parts were free of any signs of moisture ingress or
electrical shorting.
- From September 2018 to February 2019, HMA continued monitoring
incidents in the field and requesting 100% of incident parts for analysis by
HMC. During this time, one additional incident part was recovered by HMA
and sent to HMC.
- In March 2019, HMC decided to conduct an in-person field survey of both
incident and in-use vehicles in the U.S. market due to the low number of
available recovery parts to investigate potential root cause(s). A total of
eleven vehicles (one incident vehicle and ten in-use vehicles) were

1 surveyed, however, no signs of moisture were found in any of the ABS
2 modules.

- 3 • From April 2019 to December 2019, HMC continued to investigate
4 warranty part returns from both the U.S. and domestic markets. In their
5 analysis, HMC observed various part conditions that could potentially lead
6 to moisture ingress into the electrical circuit of the ABS module such as
7 insufficient diagnostic connector fastening, cracked PCB covers, damaged
8 connectors, and mismatched OEM/aftermarket sub-components; however,
9 no discernible trend relating to a design or manufacturing defect could be
10 found. Despite being unable to identify a consistent mechanism for moisture
11 intrusion, HMC recommended addressing the condition by depowering the
12 ABS module during the ignition OFF state, similar to prior recall 172. Based
13 on this information, on January 28, 2020, HMA convened its Technical
14 Committee and decided to conduct a safety recall in the U.S. market to
15 address the condition in all affected vehicles.

- 10 • In early February 2020, HMA received information of an agency request to
11 Kia Motor America (“KMA”) to conduct a recall of certain Kia Sedona and
12 Sorento vehicles addressing a similar condition involving on-board ABS
13 modules. HMC informed HMA that certain Hyundai vehicles containing
14 similar ABS systems as the ones being recalled by KMA may need to be
15 included in the original recall decision made on January 28. Based on this
16 information, HMA re-convened its Technical Committee on February 17,
17 2020 and decided to expand recall 20V-061 to include these additional
18 vehicles.

16 120. Kia too filed a “Chronology” supporting its decision to announce the February 2020

17 Recall:

- 18 • April 2017-May 2017[:] Kia Motors America, Inc. (KMA) receives engine
19 compartment fire complaint for 2009 Kia Sorento on April 6, 2017. KMA
20 inspects vehicle on May 18, 2017 and identifies origin of fire near engine
21 room fuse/relay box; cause could not be determined.
- 22 • July 2018-August 2018 [:] KMA receives complaints of two (2) engine
23 compartment fires involving a 2008 and 2009 Sorento. During this time,
24 KMA conducts broad search of salvage yard vehicles for further
25 investigation. KMA and Kia Motors Corporation (KMC) jointly inspect the
26 available Sorento vehicles. Inspections reveal origin of fire is near area of
27 Hydraulic Electronic Control Unit (HECU) and engine room fuse/relay box.
28 Cause of fire could not be confirmed. Further analysis needed. KMA begins
process of recovering parts from inspected vehicles for further evaluation.
- September-November 2018 [:] KMA continues to monitor field incidents;
no related fire incidents identified. On November 26, 2018, KMA provides
part recovered from prior salvage yard inspection to KMC for further
analysis.

- 1 • December 2018 [:] KMC and supplier conduct visual and x-ray evaluation
2 of HECU part received from KMA in November 2018 from salvage yard
3 vehicle. HECU connector B+ area severely damaged from fire. Minor
4 corrosion found on one of the ESC connector wires. Corrosion possibly due
5 to moisture intrusion, but manner of intrusion could not be determined.
- 6 • January 2019 [:] KMA recovers HECU parts from two (2) Sorento vehicles
7 previously inspected in August 2018 and ships them to KMC for further
8 evaluation. KMC and supplier analyze parts; corrosion of ESC wiring found
9 on one examined part possibly due to moisture intrusion. Examination of
10 second part revealed thermal damage to HECU cover; fire origin suspected
11 to be in relay box area, but cause could not be determined.
- 12 • February 2019 [:] KMA notified of a fire incident involving a 2008 Sedona
13 on February 12, 2019. KMA inspects vehicle and finds burn damage of
14 HECU connector but cause could not be determined. KMA begins process
15 to repurchase vehicle for further evaluation. KMA continues to monitor.
- 16 • May 2019-June 2019 [:] KMA notified of fire incident involving a 2007
17 Sedona on May 7, 2019. KMA inspects vehicle on June 27, 2019. Origin of
18 fire in area of HECU but cause could not be determined. KMA works to
19 collect parts for further examination by KMC.
- 20 • July 2019-November 2019 [:] KMA continues to monitor incidents and
21 receives 2009 Sorento engine compartment fire claim on August 6, 2019.
22 KMA subsequently inspects vehicle on October 9, 2019 and identifies fire
23 originated in left rear of engine compartment, likely in area near HECU.
24 However, cause could not be determined.
- 25 • December 2019-January 2020 [:] KMC engineers and KMA engineers
26 conduct joint inspection at KMA headquarters on December 9, 2019 of two
27 (2) previously repurchased incident vehicles and three (3) HECU parts
28 which had been collected by KMA. Inspection confirms visible thermal
 damage to HECUs. Further X-ray analysis of HECU conducted by supplier
 in January showed evidence of a short circuit, possibly related to intrusion
 of moisture. Source of possible moisture intrusion could not be determined.
 No identifiable trend relating to a design or manufacturing defect could be
 found.
- February 10, 2020 [:] As a precautionary measure, KMC decides to conduct
 a recall of certain Kia Sedona and Sorento vehicles to prevent key OFF
 engine compartment fires by depowering the HECU when the vehicle is in
 the ignition key OFF condition. Two (2) Sedona and five (5) Sorento fire
 related customer complaints. No known injuries related to this condition.

121. Glaringly absent from both of Defendants' Chronologies leading up to the February 2020 Recall is any reference of the same Defect found in the 2016 and 2018 Recalls or the fact that the

1 numerous public complaints had been filed by Class Vehicle owners prior to 2017.

2 122 Furthermore, the February 2020 Recall contains the same inadequacies as the 2018 Recall
3 in that it does not attempt to address the risk of moisture entering and/or accumulating in the ABS
4 module and HECUs.

5 123 The “remedy” also fails to address the risk of engine compartment fires while the car is
6 in operation. This serious fault in Defendants’ “remedy” was seemingly acknowledged by Hyundai.
7 Following the announcement of the February 2020 Recall, Consumer Reports questioned Michael
8 Stewart, Hyundai’s Senior Group Manager, Corporate & Marketing PR, regarding the risk of a short
9 circuit occurring in an ABS module while the vehicle is turned on.⁴⁴ Mr. Stewart did not deny that
10 Hyundai’s proposed remedy alleviated this risk, instead he implied it was the driver’s duty to monitor
11 this risk, stating that “[w]hen the vehicle is on, short circuits are preceded by other noticeable
12 symptoms,” including a noise or an ABS warning light illuminated on the dashboard.

13 124 On August 27, 2020, Defendants announced that more than half a million additional Class
14 Vehicles suffered from the Defect which could result in deadly spontaneous engine compartment fires.
15 Specifically, Hyundai recalled approximately 151,205 model year 2013-2015 Hyundai Santa Fe Sport
16 vehicles produced between June 17, 2013 and May 13, 2015⁴⁵, and Kia recalled approximately 9,443
17 model year 2019 Stinger vehicles equipped with 3.3L T-GDI engines manufactured from June 21, 2018
18 through July 9, 2019⁴⁶, approximately 283,803 model year 2013-2015 Kia Optima vehicles
19 manufactured from July 12, 2013 through October 2, 2015 and approximately 156,567 model year
20 2014-2015 Kia Sorento vehicles manufactured from June 17, 2013 through December 11, 2014⁴⁷.
21 Notably, the recalled Hyundai Santa Fe Sport vehicles, Kia Sorento vehicles, and Kia Optima vehicles
22
23

24 ⁴⁴ <https://www.consumerreports.org/car-recalls-defects/hyundai-elantras-recalled-for-fire-risk/>
25 (last accessed October 23, 2020).

26 ⁴⁵ NHTSA Campaign Number: 20V520000.

27 ⁴⁶ NHTSA Campaign Number: 20V518000.

28 ⁴⁷ NHTSA Campaign Number: 20V519000.

1 were all manufactured by Kia Motor Manufacturing Georgia.⁴⁸

2 125. Hyundai's Part 573 Safety Recall Report for the Santa Fe Sport disclosed "the Defect,"
3 revealing that "[t]he subject vehicles are equipped with Anti-lock Brake System ('ABS') modules that
4 could leak brake fluid internally and cause an electrical short over time."⁴⁹ Identical to the prior Recalls,
5 the Safety Recall Report warned of the "Safety Risk" caused by the Defect: "An electrical short in the
6 ABS module could increase the risk of an engine compartment fire." Unlike its prior Recalls, Hyundai
7 provided additional information as to what it believed to be the "cause" of the Defect: "Due to possible
8 quality control deviation with the supplier's manufacturing process, the piston seals in the ABS
9 module's hydraulic valve unit could leak brake fluid into the electronic control unit ('ECU')."

10 126. Hyundai claimed in its "Chronology" filed with NHTSA that in April 2018, it learned of
11 an "an engine compartment fire on a model year 2014 Hyundai Santa Fe Sport vehicle in the U.S.
12 market." After "search[ing] internal records including warranty claims", HMA identified other
13 instances and inspected the ABS modules. By June of 2018, HMA "summarized its findings to date and
14 issued a Quality Information Report ("QIR") to HMC." Hyundai then shipped four incident vehicles to
15 by Kia Motor Manufacturing Georgia "for further inspection." At some point in the first half of 2020,
16 a third-part test laboratory identified "a leak path of brake fluid from the ABS hydraulic unit to the PCB
17 contained within the ECU through its connector, causing brake fluid to accumulate and corrode the PCB
18 resulting in an electrical short. Further replication testing confirmed propagation of an electrical fire
19 caused by this short."

20 127. As for Hyundai's Remedy Program for the Defect found in 2013-2015 Hyundai Santa Fe
21 Sport vehicles, the company stated it intended to provide owners with "instructions to bring their
22 vehicles to a Hyundai dealer for inspection of the ABS module and, *if necessary*, replacement with a
23 new one." In other words, whether to replace the deadly Defect found in the vehicles ABS module is
24 solely in the hands of a subjective inspection by a Hyundai employee or agent. Given Hyundai has

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26 ⁴⁸ See <https://static.nhtsa.gov/odi/rcl/2020/RCMN-20V520-9269.pdf> (last accessed October
27 23, 2020); <https://static.nhtsa.gov/odi/rcl/2020/RCLRPT-20V519-6446.PDF> (last accessed October
28 23, 2020).

⁴⁹ <https://static.nhtsa.gov/odi/rcl/2020/RCLRPT-20V520-3551.PDF>.

1 failed to determine with any specificity the cause of the Defect, such arbitrary ad hoc replacements do
2 not suffice to address the Defect which can destroy any given Class Vehicle without warning.

3 128. Similarly, Kia stated in its Part 573 Safety Recall Report for the 2013-2015 Kia Optima
4 and 2014-2015 Kia Sorento vehicles suffered from a “Defect” which can cause “brake fluid [to] leak
5 internally inside the Hydraulic Electronic Control Unit (HECU) which overtime, can result in an
6 electrical short.” Further, like Hyundai, the “Remedy Program” Kia offered is woefully deficient in that
7 it will only replace the defective components upon a subjective “inspection” by one of its employees or
8 agents. If an employee subjectively determines that there is no present brake fluid leak into the HECU,
9 Kia will not replace the defective component and will leave owners in harm’s way, waiting for their
10 vehicle to erupt at any moment.

11 129. In the “Chronology” filed with NHTSHA, Kia claims that it learned of a complaint related
12 to the Defect in 2013-2015 Kia Optima and 2014-2015 Kia Sorento vehicles on February 5, 2020 when
13 KMA “receive[d] [an] electrical failure complaint for 2015 Kia Sorento... [and the] Dealer identifie[d]
14 Hydraulic Electric Control Unit (HECU) melted.” On May 27, 2020, KMA “identifie[d] localized heat
15 damage to HECU connector and circuit board near connector[,]” and sent the collected parts to KMC
16 for “further evaluation.” In June of 2020, KMC determined that the HECU was “internally damaged
17 and melted possibly due to leaking brake fluid.”

18 130. As for Kia’s recalled Stinger vehicles, the company’s Safety Recall Report warned that
19 “An engine compartment fire may occur while driving in the area where the Hydraulic Electronic
20 Control Unit (HECU) is located. ***The cause of fire is currently unknown.***” Despite the deadly risk of a
21 fire, Kia offered no “remedy” for the Defect in Stinger vehicles.

22 131. The following week, on September 4, 2020, Hyundai announced that it was recalling
23 approximately 180,000 model year 2019-2021 Tucson vehicles “produced by [HMC] in South Korea
24 for sale in the U.S. market” because they “may contain a defective circuit board in the ABS brake
25 hydraulic electronic control unit (HECU).”⁵⁰ Like each of the previous recalled vehicles, Hyundai stated
26 that the ABS modules found in 2019-2021 Tucson vehicles “could corrode internally and cause an
27

28 ⁵⁰ NHTSA Campaign Number: 20V543000.

1 electrical short over time, resulting in an engine compartment fire[.]” which could occur “while parked
2 or driving.” Describing the “Cause” of the Defect, Hyundai stated that “[f]lux residue from the soldering
3 process at the supplier could accumulate on the ABS module’s main controller board (PCB). With
4 exposure to heat and humidity, the residue could result in a corrosive path and an electrical resistance
5 short.”

6 132 Hyundai stated in its “Chronology” that it in July of 2019, it “received a report involving
7 a 2019 Hyundai Tucson that allegedly caught fire while driving.” Again it stated that at some point in
8 the first half of 2020, Hyundai retained a third-party laboratory to evaluate defective ABS modules in
9 its 2019-2021 Tucson vehicles. The third-party laboratory found evidence of electrical shorts caused by
10 corrosion on the ABS module’s PCB and conducted a spectrum analysis of the corrosion residue. “The
11 test laboratory deduced that the residue could have been created by a corrosive reaction between
12 byproducts of the reflow solder, containing tin, and various copper and silicon-based elements on the
13 PCB, resulting in an electrical short.”

14 133 Hyundai warned Class Vehicle owners that they should park their “vehicles outside and
15 away from structures until the recall remedy is completed.” But Hyundai’s “Remedy Program” for
16 Tucson vehicles fares no better than its previous recalls. In its Part 573 Safety Recall Report, Hyundai
17 fails to state whether it will replace all defective ABS modules found in 2019-2021 Tucson vehicles.

18 134 Furthermore, Hyundai again fails to address the threat to life caused by its Defect and has
19 offered no preemptive remedy to address the Defect. Rather, Class Vehicle owners are left waiting for
20 a catastrophic incident or to leave their vehicles in an empty field. When an owner of a 2019 Hyundai
21 Tucson brought their vehicle in pursuant to the Recall, the Hyundai dealership stated that the Class
22 Member need not worry about the unavailability of a remedy for the Defect and that they need “not
23 worry about it until the check engine light comes on[.]”⁵¹ An owner of a 2020 Hyundai Tucson was
24 “advised” by Hyundai that they should not use their vehicle due to “the problem,” yet was told by
25 Hyundai customer service that they would only be entitled to a loaner vehicle ““if the abs light comes
26
27

28 ⁵¹ NHTSA ID Number: 11362761.

1 on.”⁵² Rightfully disgruntled by Hyundai’s disregard, the owner complained: “SO, HERE I AM
 2 WITHOUT A SAFE, RELIABLE CAR AND HYUNDAI WILL NOT DO ANYTHING TO HELP
 3 ME. WHAT CAN BE DONE?”

4 135. Accordingly, each of the Class Vehicles remain a present danger to all drivers, owners,
 5 and bystanders.

6 **G. Defendants falsely claim to offer the best warranty program in the nation.**

7 136. Defendants advertise their warranty program as “industry-lead[ing]”⁵³ and “America’s
 8 Best Warranty.”⁵⁴ But in reality, Defendants warranty programs bring little comfort to Class Vehicle
 9 owners. Despite Defendants’ promises, they have consistently evaded their warranty obligations by
 10 failing to inform consumers that their vehicles are defective and by refusing to cover damages caused
 11 by the Defect.

12 137. In many instances, consumers have incurred and will continue to incur expenses for the
 13 diagnosis of the Defect (despite such Defect having been contained in the Class Vehicles when
 14 manufactured by Defendants), repair and replacement of various vehicle parts as a result of damage
 15 caused by the Defect.

16 138. Furthermore, a number of Class Members who presented their Class Vehicles to
 17 Defendants dealerships because of issues related to the Defect were denied warranty repairs and,
 18 instead, were informed that nothing was wrong with their vehicles. As a result, after expiration of the
 19 warranty period, Class Members are often forced to pay costly repairs to correct the Defect.

20 139. For example, in 2011, following the first reported fire caused by the Defect, the owner of
 21 the destroyed 6-month old 2010 Hyundai Elantra Touring reported that Hyundai “refused to replace the
 22 vehicle or reimburse [the owner] for any other expenses related to the fire.”⁵⁵

23
 24 ⁵² NHTSA ID Number: 11359842.

25 ⁵³ <https://owners.kia.com/us/en/service-page/warranty.html> (last accessed October 23, 2020).

26 ⁵⁴ <https://www.hyundaiusa.com/us/en/assurance/america-best-warranty> (last accessed October
 27 23, 2020).

28 ⁵⁵ NHTSA ID No.: 10398944.

1 140. In September 2018, an owner of a 2009 Hyundai Elantra “woke up around 5 am to find
2 the Elantra fully engulfed in flames in the front end.”⁵⁶ The owner then went to a Hyundai dealership
3 where a Hyundai representative stated that the damage was not covered by the warranty, without even
4 inspecting the vehicle.

5 141. In April of 2018, an owner of a 2007 Kia Sedona reported to Kia that the engine
6 compartment of their vehicle had suddenly caught fire after being parked for about an hour, which
7 resulted in the total loss of the vehicle.⁵⁷ Instead of recalling the vehicle due to the dangerous Defect,
8 Kia told the owner that the fire and loss of the vehicle was “NOT THEIR PROBLEM.” That same
9 month, an owner of a 2008 Kia Sorento reported that they were awoken “by [an] EMS to [his or her]
10 car up in flames.”⁵⁸ The owner reported that the fire department stated that “the fire started behind the
11 steering wheel/dash and that it was an electrical engine fire.” After the owner contacted Kia regarding
12 the unexplainable “IT WAS NO WAY IT WAS THEIR PROBLEM AND HAD TO BE A USER
13 ERROR.”

14 142. In fact, days before Defendants announced the February 2020 Recall, Kia denied coverage
15 of a claim caused by the Defect. On February 10, 2020, an owner of a 2007 Kia Sedona reported that
16 the day prior their car suddenly began to smoke under the hood by the HECU.⁵⁹ After reporting the fire
17 to Kia, the owner was told “SORRY BUT ITS AN OUT OF POCKET EXPENSE, [THE] CAR IS NOT
18 UNDER WARRANTY AND THERE ARE NO RECALLS.”

19 143. Since recalling the Class Vehicles, numerous owners reported that Defendants’
20 authorized dealerships were unable to install relay devices because the parts were unavailable.⁶⁰
21
22

23 ⁵⁶ NHTSA ID No.: 11140848.

24 ⁵⁷ NHTSA ID No.: 11090369.

25 ⁵⁸ NHTSA ID No.: 11089996.

26 ⁵⁹ NHTSA ID No.: 11308166

27 ⁶⁰ See NHTSA ID Nos.: 11321732, 11320439, 11320416, 11329061.
28

1 **V. TOLLING OF STATUTES OF LIMITATIONS**

2 144. Any applicable statute(s) of limitations have been tolled by Defendants' knowing and
3 active concealment and denial of the facts alleged herein. Plaintiffs and the members of the Class could
4 not have reasonably discovered the true, latent nature of the Defect until shortly before this class action
5 litigation was commenced.

6 145. In addition, even after Class Members contacted Defendants and/or their authorized
7 dealers for vehicle repairs concerning the Defect, they were routinely told by Defendants and/or through
8 their dealers that the Class Vehicles were not defective and/or Defendants were not responsible. As
9 described above, the true cause of the engine compartment fires and short-circuiting in the Class
10 Vehicles is a defect caused by, *inter alia*, the defective design of ABS modules and HECUs which
11 allows moisture to accumulate in the component, and Defendants' design which maintains an electrical
12 charge in those components at all times.

13 146. Defendants were and remain under a continuing duty to disclose to Plaintiffs and the
14 Members of the Class the true character, quality, and nature of the Class Vehicles, that the
15 manufacturing defect will result in catastrophic engine compartment fires, that they will require costly
16 repairs, pose safety concerns, cause damage to their personal property, and diminish the resale value of
17 the Class Vehicles. As a result of the active concealment by Defendants, any and all applicable statutes
18 of limitations otherwise applicable to the allegations herein have been tolled.

19 **VI. CALIFORNIA LAW APPLIES TO NATIONWIDE CLAIMS**

20 147. It is appropriate to apply California law to the nationwide claims because California's
21 interest in this litigation exceeds that of any other state.

22 148. Defendant Hyundai America is headquartered in Fountain Valley, California and is the
23 sole entity in the United States responsible for distributing, selling, leasing, and warranting Hyundai
24 vehicles, including the Hyundai Class Vehicles.

25 149. Defendant Kia America is headquartered in Irvine, California and is the sole entity in the
26 United States responsible for distributing, selling, leasing, and warranting Kia vehicles, including the
27 Kia Class Vehicles.
28

are unknown at this time, such information being in the sole possession of Defendant and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis alleges, that at least a million Class Vehicles have been sold and leased in the United States.

157. Existence and Predominance of Common Questions of Fact and Law: Common questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

- a. Whether Defendants engaged in the conduct alleged herein;
- b. Whether Defendants designed, advertised, marketed, distributed, leased, sold, or otherwise placed the Class Vehicles into the stream of commerce in the United States;
- c. Whether the Class Vehicles were sold with a safety defect;
- d. Whether Defendants knew of the Defect but failed to disclose the problem and its consequences to their customers;
- e. Whether a reasonable consumer would consider the Defect or its consequences to be material;
- f. When Defendants discovered the Defect in the Class Vehicles, and what, if anything, they did in response;
- g. Whether Defendants should be required to disclose the existence of the Defect;
- h. Whether Defendants' conduct violates the California Legal Remedies Act, California Unfair Competition Law, and the other statutes asserted herein;
- i. Whether Plaintiffs and Class Members overpaid for their Class Vehicles; and
- j. Whether Plaintiffs and Class Members experienced out-of-pocket losses as a result of the Defect, and if so, how much.

158. Typicality: Plaintiffs' claims are typical of the claims of the Class because Plaintiffs purchased Class Vehicles with the same Defect as did each member of the Class. Furthermore, Plaintiffs and all Members of the Class sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendants' wrongful conduct. Plaintiffs are advancing the same

1 claims and legal theories on behalf of themselves and all absent Class Members.

2 159. Adequacy: Plaintiffs are adequate representatives because their interests do not conflict
3 with the interests of the Class that they seek to represent, they have retained counsel competent and
4 highly experienced in complex class action litigation, and they intend to prosecute this action
5 vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their
6 counsel.

7 160. Superiority: A class action is superior to all other available means of fair and efficient
8 adjudication of the claims of Plaintiffs and Members of the Class. The injury suffered by each individual
9 Class member is relatively small in comparison to the burden and expense of individual prosecution of
10 the complex and extensive litigation necessitated by Defendants' conduct. It would be virtually
11 impossible for Members of the Class individually to redress effectively the wrongs done to them. Even
12 if the Members of the Class could afford such individual litigation, the court system could not.
13 Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized
14 litigation increases the delay and expense to all parties, and to the court system, presented by the
15 complex legal and factual issues of the case. By contrast, the class action device presents far fewer
16 management difficulties, and provides the benefits of single adjudication, an economy of scale, and
17 comprehensive supervision by a single court. Upon information and belief, members of the Class can
18 be readily identified and notified based on, *inter alia*, Defendants' vehicle identification numbers,
19 warranty claims, registration records, and database of complaints.

20 161. Defendants have acted, and refused to act, on grounds generally applicable to the Class,
21 thereby making appropriate final equitable relief with respect to the Class as a whole.

22 **VIII. CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **VIOLATIONS OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT** (Cal. Civ. Code § 1750, *et seq.*)

25 162. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph
26 as though fully set forth at length herein.

27 163. Plaintiffs bring this claim on behalf of themselves and on behalf of the Class.

28 164. Defendants are persons as that term is defined in California Civil Code 5 § 1761(c).

1 165. Plaintiffs and the Class Members are “consumers” as that term is defined in California
2 Civil Code §1761(d).

3 166. Defendants engaged in unfair and deceptive acts in violation of the California Consumer
4 Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*, by the practices described above, and
5 by knowingly and intentionally concealing from Plaintiffs and Class Members that the Class Vehicles
6 suffer from a defect(s) (and the costs, risks, and diminished value of the vehicles as a result of this
7 problem). These acts and practices violate, at a minimum, the following sections of the CLRA:

- 8 a. (a)(2) Misrepresenting the source, sponsorship,
9 approval or certification of goods or services;
- 10 b. (a)(5) Representing that goods or services have
11 sponsorships, characteristics, uses, benefits or quantities which they
do not have, or that a person has a sponsorship, approval, status,
affiliation or connection which he or she does not have;
- 12 c. (a)(7) Representing that goods or services are of a particular
13 standard, quality, or grade, or that goods are of a particular style or
model, if they are of another; and
- 14 d. (a)(9) Advertising goods and services with the intent not to sell
15 them as advertised.

16 167. Defendants’ unfair or deceptive acts or practices occurred repeatedly in Defendants’ trade
17 or business, were capable of deceiving a substantial portion of the purchasing public and imposed a
18 serious safety risk on the public.

19 168. Defendants knew that the Class Vehicles were defectively designed or manufactured,
20 would fail prematurely, and were not suitable for their intended use.

21 169. Defendants were under a duty to Plaintiffs and the Class Members to disclose the
22 defective nature of the Class Vehicles and the defective nature of the ABS modules and HECUs
23 because:

- 24 a. Defendants were in a superior position to know the true state of facts
25 about the safety Defect and associated repair costs in the Class
Vehicles;
- 26 b. Plaintiffs and the Class Members could not reasonably have been
27 expected to learn or discover that the Class Vehicles had dangerous
28 safety Defect until manifestation of the Defect;

- 1 c. Defendants knew that Plaintiffs and the Class Members could not
2 reasonably have been expected to learn or discover the safety Defect
3 and the associated repair costs that it causes until the manifestation
4 of the Defect; and
- 5 d. Defendants actively concealed the safety Defect and the associated
6 repair costs by knowingly failing to recall Class Vehicles at an earlier
7 date and denying warranty claims arising from the Defect.

8 170. In failing to disclose the Defect and the associated safety risks and repair costs that result
9 from it, Defendants have knowingly and intentionally concealed material facts and breached their duty
10 to disclose.

11 171. The facts concealed or not disclosed by Defendants to Plaintiffs and the Class Members
12 are material in that a reasonable consumer would have considered them to be important in deciding
13 whether to purchase Defendants' Class Vehicles or pay a lesser price. Had Plaintiffs and the Class
14 known about the defective nature of the Class Vehicles, they would not have purchased or leased the
15 Class Vehicles or would have paid less for them.

16 172. On or about August 25, 2020 and November 4, 2020, Plaintiffs, through undersigned
17 counsel, provided Defendants with notices of their violations of the CLRA.

18 173. Plaintiffs and Class Members' injuries were proximately caused by Defendants'
19 fraudulent and deceptive business practices.

20 174. Plaintiffs and the Class members seek equitable relief, and will amend this claim to seek
21 damages after the notice period.

22 **SECOND CAUSE OF ACTION**
23 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**
24 **(CAL. BUS. & PROF. CODE § 17200)**

25 175. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph
26 as though fully set forth at length herein

27 176. Plaintiffs bring this claim on behalf of themselves and on behalf of the Class.

28 177. The California Unfair Competition Law ("UCL") prohibits acts of "unfair competition,"
including any "unlawful, unfair or fraudulent business act or practice" and "unfair, deceptive, untrue or
misleading advertising." Cal. Bus. & Prof. Code § 17200.

1 178. Defendants have engaged in unfair competition and unfair, unlawful or fraudulent
 2 business practices by the conduct, statements, and omissions described above, and by knowingly and
 3 intentionally concealing from Plaintiffs and the Class Members that the Class Vehicles suffer from a
 4 defect (and the costs, safety risks, and diminished value of the vehicles as a result of these problems).
 5 Defendants should have disclosed this information because they were in a superior position to know the
 6 true facts related to the defect, and Plaintiffs and Class Members could not reasonably be expected to
 7 learn or discover the true facts related to the defect.

8 179. The defective ABS modules and HECUs constitute a safety issue that triggered
 9 Defendants' duty to disclose the safety issue to consumers.

10 180. These acts and practices have deceived Plaintiffs and are likely to deceive the public. In
 11 failing to disclose the defect and suppressing other material facts from Plaintiffs and the Class Members,
 12 Defendants breached their duties to disclose these facts, violated the UCL, and caused injuries to
 13 Plaintiffs and the Class Members. The omissions and acts of concealment by Defendants pertained to
 14 information that was material to Plaintiffs and the Class Members, as it would have been to all
 15 reasonable consumers.

16 181. The injuries suffered by Plaintiffs and the Class Members are not greatly outweighed by
 17 any potential countervailing benefit to consumers or to competition, nor are they injuries that Plaintiffs
 18 and the Class Members should have reasonably avoided.

19 182. Defendants' acts and practices are unlawful because they violate California Civil Code
 20 §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code § 2313.

21 183. Plaintiffs seek to enjoin further unlawful, unfair and/or fraudulent acts or practices by
 22 Defendants, to obtain restitutionary disgorgement of all monies and revenues generated as a result of
 23 such practices, and all other relief allowed under California Business & Professions Code § 17200.

24 **THIRD CAUSE OF ACTION**
 25 **VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING LAW**
 (Cal. Bus. & Prof. Code § 17500, *et seq.*)

26 184. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph
 27 as though fully set forth at length herein
 28

1 185. Plaintiffs bring this claim on behalf of themselves and on behalf of the Class.

2 186. California Business & Professions Code § 17500 states: “It is unlawful for any . . .
3 corporation . . . with intent directly or indirectly to dispose of real or personal property . . . to induce the
4 public to enter into any obligation relating thereto, to make or disseminate or cause to be made or
5 disseminated . . . from this state before the public in any state, in any newspaper or other publication,
6 or any advertising device, . . . or in any other manner or means whatever, including over the Internet,
7 any statement . . . which is untrue or misleading, and which is known, or which by the exercise of
8 reasonable care should be known, to be untrue or misleading.”

9 187. Defendants caused to be made or disseminated through California and the United States,
10 through advertising, marketing and other publications, statements that were untrue or misleading, and
11 which were known, or which by the exercise of reasonable care should have been known to Defendants,
12 to be untrue and misleading to consumers, including Plaintiffs and the other Class Members.

13 188. Defendants have violated section 17500 because the misrepresentations and omissions
14 regarding the safety, reliability, and functionality of their Class Vehicles as set forth in this Complaint
15 were material and likely to deceive a reasonable consumer.

16 189. Plaintiffs and the other Class Members have suffered an injury in fact, including the loss
17 of money or property, as a result of Defendants’ unfair, unlawful, and/or deceptive practices. In
18 purchasing or leasing their Class Vehicles, Plaintiffs and the other Class Members relied on the
19 misrepresentations and/or omissions of Defendants with respect to the safety and reliability of the Class
20 Vehicles. Defendants’ representations were untrue because the Class Vehicles are distributed with
21 defective ABS modules and HECUs. Had Plaintiffs and the other Class Members known this, they
22 would not have purchased or leased their Class Vehicles and/or paid as much for them. Accordingly,
23 Plaintiffs and the other Class Members overpaid for their Class Vehicles and did not receive the benefit
24 of their bargain.

25 190. All of the wrongful conduct alleged herein occurred, and continues to occur, in the
26 conduct of Defendants’ businesses. Defendants’ wrongful conduct is part of a pattern or generalized
27 course of conduct that is still perpetuated and repeated, both in the state of California and nationwide.

28 191. Plaintiffs, individually and on behalf of the other Class Members, requests that this Court

enter such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and/or deceptive practices and to restore to Plaintiffs and the other Class Members any money Defendants acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

**FOURTH CAUSE OF ACTION
VIOLATIONS OF THE SONG-BEVERLY ACT
BREACH OF IMPLIED WARRANTY
(Cal. Civ. Code §§ 1792, 1791.1, *et seq.*)**

192. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein

193. Plaintiffs bring this claim on behalf of themselves and on behalf of the Class.

194. At all relevant times hereto, Defendants were the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendants knew or should have known of the specific use for which the Class Vehicles were purchased.

195. Defendants provided Plaintiffs and the Class Members with an implied warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the ordinary purposes for which they were sold. The Class Vehicles, however, are not fit for their ordinary purpose because, *inter alia*, the Class Vehicles suffered from an inherent defect at the time of sale that causes the Class Vehicles to experience premature and catastrophic engine compartment fires.

196. The Class Vehicles are not fit for the purpose of providing safe and reliable transportation because of the defect.

197. Defendants impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, *inter alia*, the following: (i) a warranty that the Class Vehicles were manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation and would not prematurely and catastrophically fail; and (ii) a warranty that the Class Vehicles would be fit for their intended use – providing safe and reliable transportation – while the Class Vehicles were being operated.

198. Contrary to the applicable implied warranties, the Class Vehicles, and their ABS modules

1 or HECUs at the time of sale and thereafter were not fit for their ordinary and intended purpose. Instead,
 2 the Class Vehicles are defective, including, but not limited to, the defects which maintain an electrical
 3 charge in the vehicles ABS module and/or HECU, and allows moisture to enter the component.

4 199. Plaintiffs and the other Class Members have had sufficient direct dealings with either
 5 Defendants or their agents (*e.g.*, dealerships, Consumer Affairs departments, and technical support) to
 6 establish privity of contract between Defendants on one hand, and Plaintiffs and each of the other Class
 7 Members on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the
 8 other Class Members are intended third-party beneficiaries of contracts between Defendants and their
 9 dealers, and specifically, of Defendants' implied warranties. The dealers were not intended to be the
 10 ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided
 11 with the Class Vehicles; the warranty agreements were designed for and intended to benefit the
 12 consumers only. Additionally, privity is excused here because Plaintiffs and each of the other Class
 13 Members relied on statements made by Defendants themselves in choosing to purchase or lease a Class
 14 Vehicle.

15 200. Defendants' actions, as complained of herein, breached the implied warranty that the
 16 Class Vehicles were of merchantable quality and fit for such use in violation of California Civil Code
 17 §§ 1792 and 1791.1.

18 201. Pursuant to Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiffs and the other Class Members
 19 are entitled to damages and other legal and equitable relief, including, at their election, the purchase
 20 price of their Class Vehicles, or the overpayment or diminution in value of their Class Vehicles.

21 202. Pursuant to Cal. Civ. Code § 1794, Plaintiffs and the other Class Members are entitled to
 22 costs and attorneys' fees.

23 **FIFTH CAUSE OF ACTION**
 24 **UNJUST ENRICHMENT**

25 203. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph
 26 as though fully set forth at length herein

27 204. Plaintiffs bring this claim on behalf of themselves and on behalf of the Class.

28 205. At all times relevant hereto, Defendants designed, manufactured, produced, marketed,

1 and/or sold the Class Vehicles.

2 206. Plaintiffs and members of the Class conferred non-gratuitous benefits upon Defendants,
3 without knowledge that the Class Vehicles contained a dangerous safety Defect.

4 207. Defendants appreciated, or had knowledge of, the non-gratuitous benefits conferred upon
5 them by Plaintiffs and members of the Class.

6 208. Defendants accepted or retained the non-gratuitous benefits conferred by Plaintiffs and
7 members of the Class, with full knowledge and awareness that, as a result of Defendants'
8 unconscionable wrongdoing, Plaintiffs and members of the Class were not receiving product of high
9 quality, nature, fitness or value that had been represented by Defendants and reasonable consumers
10 would have expected.

11 209. Retaining the non-gratuitous benefits conferred upon Defendants by Plaintiffs and
12 members of the Class under these circumstances made Defendants' retention of the non-gratuitous
13 benefits unjust and inequitable.

14 210. Because Defendants' retention of the non-gratuitous benefits conferred by Plaintiffs and
15 members of the Class is unjust and inequitable, Plaintiffs and members of the Class are entitled to, and
16 hereby seek disgorgement and restitution of Defendants' wrongful profits, revenue, and benefits in a
17 manner established by the Court.

18 **SIXTH CAUSE OF ACTION**
19 **BREACH OF IMPLIED WARRANTY**
20 **(Cal. Com. Code § 2314)**

21 211. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph
22 as though fully set forth at length herein

23 212. Plaintiffs bring this claim on behalf of themselves and on behalf of the Class.

24 213. Defendants were at all relevant times the manufacturer, distributor, warrantor, and/or
25 seller of the Class Vehicles. Defendants knew or had reason to know of the specific use for which the
26 Class Vehicles were purchased.

27 214. Defendants provided Plaintiffs and the other Class members with an implied warranty
28 that the Class Vehicles and any parts thereof are merchantable and fit for the ordinary purposes for

1 which they were sold. However, the Class Vehicles are not fit for their ordinary purpose of providing
2 reasonably reliable and safe transportation at the time of sale or thereafter because, *inter alia*, the Class
3 Vehicles and their ABS modules and/or HECUs suffered from the Defect at the time of sale that causes
4 the vehicles to experience premature and catastrophic engine compartment fires. Therefore, the Class
5 Vehicles are not fit for their particular purpose of providing safe and reliable transportation.

6 215. Defendants impliedly warranted that the Class Vehicles were of merchantable quality and
7 fit for such use. This implied warranty included, among other things: (i) a warranty that the Class
8 Vehicles were manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable
9 for providing transportation and would not experience premature and catastrophic engine compartment
10 fires; and (ii) a warranty that the Class Vehicles and their ABS modules and/or HECUs would be fit for
11 their intended use while the Class Vehicles were being operated or parked.

12 216. Contrary to the applicable implied warranties, the Class Vehicles and their ABS modules
13 and/or HECUs at the time of sale and thereafter were not fit for their ordinary and intended purpose of
14 providing Plaintiffs and the other Class Members with reliable, durable, and safe transportation. Instead,
15 the Class Vehicles suffer from a defective design(s) and/or manufacturing defect(s).

16 217. Defendants knew or had reason to know of these material facts, and wrongfully and
17 fraudulently concealed these material facts from Plaintiffs and the Class. Defendants were provided
18 notice of these issues by, *inter alia*, complaints lodged by consumers with NHTSA—which Defendants
19 routinely monitor—before or within a reasonable amount of time after the allegations of the Defect
20 became public.

21 218. Defendants' actions, as complained of herein, breached the implied warranty that the
22 Class Vehicles were of merchantable quality and fit for such use.

23 219. Plaintiffs and the other Class Members have had sufficient direct dealings with either
24 Defendants or their agents (*e.g.*, dealerships, Consumer Affairs departments, and technical support) to
25 establish privity of contract between Defendants on one hand, and Plaintiffs and each of the other Class
26 Members on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the
27 other Class Members are intended third-party beneficiaries of contracts between Defendants and their
28 dealers, and specifically, of Defendants' implied warranties. The dealers were not intended to be the

ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit the consumers only. Additionally, privity is excused here because Plaintiffs and each of the other Class Members relied on statements made by Defendants themselves in choosing to purchase or lease a Class Vehicle.

220. Plaintiffs, on behalf of themselves and the Class, seeks monetary damages, treble damages, costs, attorneys' fees, and such other and further relief provided by law and equity.

**SEVENTH CAUSE OF ACTION
ALTERNATIVE COUNT FOR
VIOLATION OF STATE CONSUMER PROTECTION ACTS**

221. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein

222. Plaintiffs bring this alternative cause of action on behalf of themselves and on behalf of all similarly situated residents of each of the 50 states for violations of the state consumer protection acts including:

- a. the Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-1 et seq.;
- b. the Alaska Unfair Trade Practices and Consumer Protection Act, Alaska Stat. § 45.50.471, et seq.;
- c. the Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§ 44-1521, et seq.;
- d. the Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, et seq.;
- e. the California Unfair Competition Law, Bus. & Prof. Code §§ 17200, et seq. and 17500, et seq.;
- f. the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq.;
- g. the Colorado Consumer Protection Act, Colo. Rev. Stat. Ann. § 6-1-101, et seq.;
- h. the Connecticut Unfair Trade Practices Act, Conn. Gen Stat. Ann. § 42-110, et seq.;
- i. the Delaware Consumer Fraud Act, 6 Del. Code § 2513, et seq.;
- j. the D.C. Consumer Protection Procedures Act, D.C. Code § 28-3901, et seq.;
- k. the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, et seq.;

- l. the Georgia Fair Business Practices Act, Ga. Code Ann. § 10-1-390, et seq.;
- m. the Hawaii Unfair Competition Law, Haw. Rev. Stat. § 480-2, et seq.;
- n. the Idaho Consumer Protection Act, Idaho Code. Ann. § 48-601, et seq.;
- o. the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 501/1, et seq.;
- p. the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-2, et seq.;
- q. the Iowa Private Right of Action For Consumer Frauds Act, Iowa Code § 714h.1 et seq.;
- r. the Kansas Consumer Protection Act, Kan. Stat. Ann. § 50-623, et seq.;
- s. the Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, et seq.;
- t. the Louisiana Unfair Trade Practices and Consumer Protection Law, LSA-R.S. 51:1401, et seq.;
- u. the Maine Unfair Trade Practices Act, Me. Rev. Stat. Ann. Tit. 5, § 207, et seq.;
- v. the Maryland Consumer Protection Act, Md. Code Ann. Com. Law, § 13-301, et seq.;
- w. the Massachusetts Regulation of Business Practices for Consumers Protection Act, Mass. Gen Laws Ann. Ch. 93A, et seq.;
- x. the Michigan Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901, et seq.;
- y. the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § 325F, et seq.;
- z. the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407, et seq.;
- aa. the Montana Unfair Trade Practices and Consumer Protection Act of 1973, Mont. Code Ann. § 30-14-101 et seq.;
- bb. the Nebraska Consumer Protection Act, Neb. Rev. St. §§ 59-1601, et seq.;
- cc. the Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. § 41.600, et seq.;
- dd. the New Hampshire Regulation of Business Practices for Consumer Protection, N.H. Rev. Stat. § 358-A:1, et seq.;
- ee. the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8, et seq.;
- ff. the New Mexico Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, et seq.;
- gg. the New York Consumer Protection from Deceptive Acts and Practices, N.Y. Gen. Bus. Law § 349, et seq.;

1 hh. the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen Stat. § 75-1.1,
2 et seq.;

3 ii. the North Dakota Consumer Fraud Act, N.D. Cent. Code § 51-15, et seq.;

4 jj. the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01, et seq.;

5 kk. the Oklahoma Consumer Protection Act, Okla. Stat. tit. 15 § 751, et seq.;

6 ll. the Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605, et seq.;

7 mm. the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §
8 201-1, et seq.;

9 nn. the Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-5.2(B), et
10 seq.;

11 oo. the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5- 10, et seq.;

12 pp. the South Dakota Deceptive Trade Practices and Consumer Protection, S.D. Codified
13 Laws § 37-24-1, et seq.;

14 qq. the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, et seq.;

15 rr. the Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Code Ann., Bus. &
16 Con. § 17.41, et seq.;

17 ss. the Utah Consumer Sales Practices Act, Utah Code. Ann. § 13-11-175, et seq.;

18 tt. the Vermont Consumer Fraud Act, 9 V.S.A. § 2451, et seq.;

19 uu. the Virginia Consumer Protection Act of 1977, Va. Code Ann. § 59.1-199, et seq.;

20 vv. the Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010, et seq.;

21 ww. the West Virginia Consumer Credit and Protection Act, W. Va. Code § 46A, et seq.;

22 xx. the Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18, et seq.; and

23 yy. the Wyoming Consumer Protection Act, Wyo. Stat. Ann. § 40-12-101, et seq.

24 223. The acts, practices, misrepresentations and omissions by Defendants described above, and
25 Defendants' dissemination of deceptive and misleading advertising and marketing materials in
26 connection therewith, occurring in the course of conduct involving trade or commerce, constitute unfair
27 methods of competition and unfair or deceptive acts or practices within the meaning of each of the
28 above-enumerated statutes.

224. Defendants' acts and practices created a likelihood of confusion or of misunderstanding and misled, deceived, or damaged Plaintiffs and members of the Class in connection with the sale or advertisement of the Class Vehicles. Defendants' conduct also constituted the use or employment of deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged in violation of each of the above-enumerated statutes.

225. Plaintiffs, on behalf of themselves and the other Class Members, seeks monetary damages, treble damages and such other and further relief as set forth in each of the above enumerated statutes.

**EIGHTH CAUSE OF ACTION
ALTERNATIVE COUNT FOR
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

226. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein

227. Plaintiffs bring this alternative cause of action on behalf of themselves and on behalf of all similarly situated residents of each of the 50 states for violations of the following statutes:

- a. Ala. Code § 7-2-314;
- b. Alaska Stat. § 45.02.314;
- c. Ark. Code. Ann. § 4-2-314;
- d. A.R.S. § 47-2314;
- e. Cal. Civ. Code, § 1792 and Cal. Comm. Code § 2314;
- f. Colo. Rev. Stat. § 4-2-314;
- g. Conn. Gen. Stat. § 42a-2-314;
- h. Del. Code Ann. Tit. 6, § 2-314;
- i. D.C. Code § 28:2-314;
- j. Fla. Stat. § 672.314;
- k. Ga. Code Ann. § 11-2-314;

1 l. Haw. Rev. Stat. § 490:2-314;
2 m. Idaho Code § 28-2-314;
3 n. 810 ILCS 5/1-101, et seq.;
4 o. Ind. Code Ann. § 26-1-2-314;
5 p. Iowa Code § 554.2314;
6 q. Kan. Stat. Ann. § 84-2-314;
7 r. Ky. Rev. Stat. Ann. § 355.2-314;
8 s. La. Civ. Code Ann. Art. § 2520;
9 t. Me. Rev. Stat. tit. 11, § 2-314;
10 u. Md. Code Ann., Com. Law § 2-314;
11 v. Mass. Ann. Laws Ch. 106, § 2-314;
12 w. Michigan Code § 440.2314;
13 x. Minn. Stat. § 336.2-314;
14 y. Miss. Code Ann. § 75-2-314;
15 z. Mo. Rev. Stat. § 400.2-314;
16 aa. Mont. Code Ann. § 30-2-314;
17 bb. N.C. Gen. Stat. § 25-2-314;
18 cc. N.D. Stat. § 41-02-314;
19 dd. Neb. U.C.C. § 2-314;
20 ee. Nev. Rev. Stat. U.C.C. § 104.2314;
21 ff. N.H. Rev. Ann. § 382-A:2-314;
22 gg. N.J. Stat. Ann. § 12A:2-314;
23 hh. N.M. Stat. Ann. § 55-2-314;
24 ii. N.Y. U.C.C. Law § 2-314;
25 jj. Ohio Rev. Code Ann. § 1302.27;
26 kk. Okla. Stat. tit. 12A § 2-314;
27 ll. Or. Rev. Stat. § 72-3140;
28 mm. 13 Pa. C.S. § 2314;

1 nn. R.I. Gen. Laws § 6A-2-314;
 2 oo. S.C. Code Ann. § 36-2-314;
 3 pp. S.D. Stat. § 57A-2-314;
 4 qq. Tenn. Code Ann. § 47-2-314;
 5 rr. Tex. Bus. & Com. Code Ann. § 2-314;
 6 ss. Utah Code Ann. § 70A-2-314
 7 tt. Vt. Stat. Ann. 9A § 2-314;
 8 uu. Va. Code Ann. § 8.2-314;
 9 vv. Wash. Rev. Code Ann. § 62A.2-314;
 10 ww. W. Va. Code § 46-2-314;
 11 xx. Wis. Stat. § 402.314; and
 12 yy. Wyo. Stat. § 34.1-2-314.

13 228. Defendants were at all relevant times the manufacturer, distributor, warrantor, and/or
 14 seller of the Class Vehicles. Defendants knew or had reason to know of the specific use for which the
 15 Class Vehicles were purchased.

16 229. Under the above statutes, a warranty of merchantability is implied in every contract for
 17 the sale of goods, *i.e.*, that the product is fit for the ordinary purposes for which it is used. This implied
 18 warranty included, among other things: (i) a warranty that the Class Vehicles were manufactured,
 19 supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation and
 20 would not experience premature and catastrophic engine compartment fires; and (ii) a warranty that the
 21 Class Vehicles and their ABS modules and/or HECUs would be fit for their intended use while the
 22 Class Vehicles were being operated or parked. However, the Class Vehicles are not fit for their ordinary
 23 purpose of providing reasonably reliable and safe transportation at the time of sale or thereafter because,
 24 *inter alia*, the Class Vehicles and their ABS modules and/or HECUs suffered from the Defect at the
 25 time of sale that causes the vehicles to experience premature and catastrophic engine compartment fires.
 26 Therefore, the Class Vehicles are not fit for their particular purpose of providing safe and reliable
 27 transportation.

28 230. Defendants knew or had reason to know of these material facts, and wrongfully and

1 fraudulently concealed these material facts from Plaintiffs and the Class. Defendants were provided
2 notice of these issues by, *inter alia*, complaints lodged by consumers with NHTSA—which Defendants
3 routinely monitor—before or within a reasonable amount of time after the allegations of the Defect
4 became public.

5 231. Plaintiffs and the other Class Members have had sufficient direct dealings with either
6 Defendants or their agents (*e.g.*, dealerships, Consumer Affairs departments, and technical support) to
7 establish privity of contract between Defendants on one hand, and Plaintiffs and each of the other Class
8 Members on the other hand. Nonetheless, privity is not required here because Plaintiffs and each of the
9 other Class Members are intended third-party beneficiaries of contracts between Defendants and their
10 dealers, and specifically, of Defendants’ implied warranties. The dealers were not intended to be the
11 ultimate consumers of the Class Vehicles and have no rights under the warranty agreements provided
12 with the Class Vehicles; the warranty agreements were designed for and intended to benefit the
13 consumers only. Additionally, privity is excused here because Plaintiffs and each of the other Class
14 Members relied on statements made by Defendants themselves in choosing to purchase or lease a Class
15 Vehicle.

16 232. On or about August 25, 2020 and November 4, 2020, Plaintiffs provided Defendants with
17 notice of their breach of implied warranties under any states where such notice is required.

18 233. Defendants’ breach of implied warranty proximately caused Plaintiffs and the other Class
19 Members to suffer damages.

20 234. Plaintiffs, on behalf of themselves and the Class, seeks monetary damages, treble
21 damages, costs, attorneys’ fees, and such other and further relief provided by law and equity.

22 IX. REQUEST FOR RELIEF

23 WHEREFORE, Plaintiffs, individually and on behalf of members of the Class, respectfully
24 requests that this Court:

25 a. Certify this action as a class action, proper and maintainable pursuant to Rule 23 of the
26 Federal Rules of Civil Procedure; declare that Plaintiffs are proper class representatives; and appoint
27 Plaintiffs’ counsel as Class Counsel;

28 b. Grant appropriate injunctive and/or declaratory relief, including, without limitation, an

1 order that requires Defendants to repair, recall, and/or replace the Class Vehicles and to extend the
2 applicable warranties to a reasonable period of time, or, at a minimum, to provide Plaintiffs and Class
3 Members with appropriate curative notice regarding the existence and cause of the engine defect;

4 c. Award Plaintiffs and Class Members actual, compensatory, general, special, incidental,
5 statutory, punitive, and consequential damages, costs, and disgorgement in an amount to be determined
6 at trial;

7 d. Award to Plaintiffs the costs and disbursements of the action, along with reasonable
8 attorneys' fees, costs, and expenses;

9 e. Award pre- and post-judgment interest at the maximum legal rate; and

10 f. Grant all such other relief as is just and proper.

11 **X. DEMAND FOR JURY TRIAL**

12 Plaintiffs demand a jury trial on all claims so triable.

13 Dated: November 13, 2020

By: /s/ Elizabeth A. Fegan

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