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9 *Plaintiffs' Consumer Class Action Leadership Committee*

10
11 **UNITED STATES DISTRICT COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13
14 In Re: KIA HYUNDAI VEHICLE
15 THEFT MARKETING, SALES
16 PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

Case No.: 8:22-ml-03052-JVS-KES

The Honorable James V. Selna

**CONSOLIDATED AMENDED
CONSUMER CLASS ACTION
COMPLAINT**

17
18 *This document relates to:*

19
20 CONSUMER CLASS ACTION

DEMAND FOR JURY TRIAL

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1 Plaintiffs, individually and on behalf of all those similarly situated, complain
2 of Defendants Kia America, Inc., formerly known as KIA Motors America, Inc.
3 (“KA”), KIA Motors Corporation (“KC,” and with KA, “Kia”), Hyundai Motor
4 Company (“HMC”), and Hyundai Motor America (“HMA,” and with HMC,
5 “Hyundai”) (Kia and Hyundai are collectively referred to as “Defendants”), based
6 upon their personal knowledge as to facts specific to them and based upon the
7 investigation of counsel in all other respects, as follows:

8 I. NATURE OF THE ACTION

9 *“Motor vehicles are the primary mode of transportation*
10 *for most of us, and often an indispensable part of our*
11 *lives. But what would happen if your vehicle suddenly*
12 *disappeared?”¹*

13 1. Over fifty years ago, the U.S. Department of Transportation (“DOT”) recognized that “stolen cars constitute a major hazard to life and limb ... [and] cause unreasonable risk of accident, personal injury, and death[.]” 33 Fed. Reg. 6,471 (Apr. 27, 1968). In recognition of the safety risk caused by auto thefts, Federal Motor Vehicle Safety Standards (“FMVSS” or “Safety Standards”) were promulgated. The National Highway Traffic Safety Administration (“NHTSA”) concluded that, “a reduction in the incidence of auto theft would make a substantial contribution to motor vehicle safety.” *Id.*

20 2. One of the most fundamental Safety Standards is FMVSS No. 114, titled “Theft Protection and rollaway prevention,” which requires manufacturers to install in each of their vehicles “a starting system which, whenever the key is removed from the starting system prevents: (a) The normal activation of the vehicle’s engine or motor; and (b) Either steering, or forward self-mobility, of the vehicle, or both.” 49 C.F.R. § 571.114 S5.1.1.

28 ¹ <https://www.nhtsa.gov/road-safety/vehicle-theft-prevention> (last accessed March 22, 2023).

1 3. Today, and at all times relevant to this Complaint, NHTSA works with
2 manufacturers to encourage the installation of “anti-theft devices, like immobilizer
3 systems, as standard equipment on their vehicles.”²

4 4. An engine immobilizer is an anti-theft device that can prevent vehicles
5 from starting unless a verified code is received by a transponder module that
6 controls the engine. *See* 81 Fed. Reg. 66,833 (Sept. 29, 2016). This anti-theft device
7 thus prevents the vehicle from being “hotwired” or started by any means other than
8 an authorized key. Engine immobilizers have been described as “simple and low-
9 cost anti-theft device[s].”³ The cost to a manufacturer—such as Defendants—to
10 install an immobilizer is a modest \$50 per vehicle.

11 5. Engine immobilizers have been found to be highly effective at
12 preventing auto thefts. Indeed, more than a decade ago and prior to the sale of the
13 first Class Vehicle,⁴ Defendants acknowledged in filings with NHTSA that the
14 installation of immobilizers results in “a clear reduction in vehicle thefts,” ranging
15 from 50% to 80% between pre- and post-introduction of immobilizer devices as
16 standard equipment. 75 Fed. Reg. 1,447, 1448 (Jan. 11, 2010).

17 6. Given the effectiveness and relatively minimal cost, manufacturers
18 have installed immobilizers in virtually all their vehicles in order to ensure the
19 safety of their vehicle and compliance with FMVSS No. 114. Beginning with at
20 least 2000 model year (“MY”) vehicles, immobilizers were standard on 62% of
21 models sold by Defendants’ competitors in the U.S. market, and 90% of all

22 ² <https://www.nhtsa.gov/road-safety/vehicle-theft-prevention> (last accessed
23 March 22, 2023).

24 ³ van Ours, Jan C. and Vollaard, Ben, *The Engine Immobilizer: A Non-Starter*
25 *for Car Thieves* (January 14, 2013). CentER Discussion Paper Series No. 2013-004,
TILEC Discussion Paper No. 2013-001, Available at SSRN: <https://ssrn.com/abstract=2202165>.

26 ⁴ The “Class Vehicles” mean all 2011-2022 Kia vehicles and 2011-2022
27 Hyundai vehicles which do not contain an engine immobilizer. On information and
28 belief, this includes all Hyundai and Kia models, except for the most expensive trim
packages, and following models: Kia Niro (except 2017); Kia Stinger; Hyundai
Azera; Hyundai Equus; Hyundai G80; Hyundai Genesis; and Hyundai Ioniq.

1 2008MY and later non-Hyundai or Kia vehicles sold in the United States were sold
2 with immobilizers. By the time 2015 MY vehicles were introduced, over 96% of all
3 non- Hyundai or Kia vehicles sold in the United States were sold with
4 immobilizers.⁵

5 7. Yet, despite Defendants' recognition that immobilizers are very
6 effective in reducing auto thefts, the relatively negligible cost to install the
7 component, and the fact that nearly all their competitors offer immobilizers as a
8 standard feature, Defendants have knowingly sold millions of Class Vehicles that
9 do not contain this vital safety component and have other design flaws that eschew
10 FMVSS No. 114. Defendants' pursuit of profits over safety have put millions of
11 people at risk of loss, injury, and even death.

12 8. But there is more. Design flaws in the Class Vehicles also allow
13 thieves to steal a Class Vehicle in less than ninety seconds. The series of design
14 flaws in the Class Vehicles include: (i) the steering columns do not contain
15 adequately secure collars or casings, allowing easy access to the ignition assembly;
16 (ii) the ignition lock cylinders do not have a locking mechanism and can be easily
17 removed with minimal force, and in so doing, leaves the ignition switch intact;
18 (iii) the exposed ignition switch can be started with any set of pliers, or the current
19 generation of thieves' tool of choice, a USB connector; and (iv) the Class Vehicles
20 do not contain engine immobilizers (collectively, the "Theft Prone Defect").

21 9. In 2020, the number of Class Vehicle thefts skyrocketed. After a group
22 of teenagers in Milwaukee, Wisconsin called the "Kia Boyz" discovered how the
23 Theft Prone Defect made the theft of the Class Vehicles simple, the theft rate for
24 Kia vehicles in the city increased by almost 3,200% year-over-year in the first six
25 months of 2021, and thefts for Hyundai vehicles were up more than 1,700% over
26

27 ⁵ Ben, The Engine Immobilizer: A Non-Starter for Car Thieves (January 14,
28 2013). CentER Discussion Paper Series No. 2013-004, TILEC Discussion Paper
No. 2013-001, Available at SSRN: <https://ssrn.com/abstract=2202165>.

1 the same period. While Defendants account for approximately 10% of U.S. auto
2 sales, 66% of all vehicles stolen in the city during this period were manufactured
3 and sold by Defendants.⁶ Thefts of Class Vehicles have skyrocketed. For example,
4 St. Paul, Minnesota reported a 1,300% increase in Kia thefts and nearly a 600%
5 increase in Hyundai thefts in the first half of 2022.⁷ St. Petersburg, Florida police
6 reported that 41% of vehicles stolen over the same time period were Hyundai and
7 Kia vehicles.⁸ Cities across the country have reported similar theft statistics (*see*
8 *infra* ¶¶ 1330-59). In just the first three weeks of 2023, Hyundai and Kia vehicles
9 accounted for 44% of all car thefts.⁹

10 10. After heavy public scrutiny by customers, media, and politicians,
11 Defendants have acknowledged that the Class Vehicles are highly prone to theft,
12 yet they have failed to admit that they suffer from the Theft Prone Defect, issue a
13 safety recall, provide warranty coverage, or offer a complete remedy for the Theft
14 Prone Defect in the Class Vehicles.

15 11. For most Americans, the purchase or lease of a motor vehicle is their
16 second largest financial transaction, following only the purchase or lease of a home.
17 Had Plaintiffs and other Class Members known of the Theft Prone Defect at the
18 time of purchase or lease, they would not have bought or leased the Class Vehicles
19 or would have paid substantially less for them.

20 12. As a result of Defendants' unfair, deceptive, and/or fraudulent business
21 practices, owners and/or lessees of the Class Vehicles, including Plaintiffs and
22

23 ⁶ [https://www.wsj.com/articles/too-easy-to-steal-in-milwaukee-car-theft-kia-](https://www.wsj.com/articles/too-easy-to-steal-in-milwaukee-car-theft-kia-hyundai-city-council-11642720288)
24 [hyundai-city-council-11642720288](https://www.wsj.com/articles/too-easy-to-steal-in-milwaukee-car-theft-kia-hyundai-city-council-11642720288) (last accessed Aug. 26, 2022).

25 ⁷ [https://www.fox9.com/news/minneapolis-woman-had-kias-targeted-three-](https://www.fox9.com/news/minneapolis-woman-had-kias-targeted-three-times-in-six-months)
26 [times-in-six-months](https://www.fox9.com/news/minneapolis-woman-had-kias-targeted-three-times-in-six-months) (last accessed March 22, 2023).

27 ⁸ [https://www.abcactionnews.com/news/region-pinellas/st-pete-police-warn-](https://www.abcactionnews.com/news/region-pinellas/st-pete-police-warn-about-troubling-car-theft-trend-targeting-kia-hyundai-cars)
28 [about-troubling-car-theft-trend-targeting-kia-hyundai-cars](https://www.abcactionnews.com/news/region-pinellas/st-pete-police-warn-about-troubling-car-theft-trend-targeting-kia-hyundai-cars) (last accessed Aug. 26, 2022).

⁹ [https://illinoisattorneygeneral.gov/pressroom/2023_03/AG_Letter_to_](https://illinoisattorneygeneral.gov/pressroom/2023_03/AG_Letter_to_Hyundia_and_Kia_final.pdf)
[Hyundia_and_Kia_final.pdf](https://illinoisattorneygeneral.gov/pressroom/2023_03/AG_Letter_to_Hyundia_and_Kia_final.pdf) (last accessed March 22, 2023).

1 members of the Classes, have suffered an ascertainable loss of money and/or
2 property in the form of, for example, loss of value, loss of use of the vehicles, repair
3 costs, insurance deductible costs, higher insurance premiums, lost time, and other
4 inconvenience and anguish.

5 13. Accordingly, Plaintiffs bring this action to redress Defendants'
6 misconduct. Plaintiffs seek equitable relief in the form of an adequate remedy for
7 the Theft Prone Defect, an appropriate curative notice regarding the existence the
8 Theft Prone Defect, recovery of damages, a repair under state consumer-protection
9 statutes and implied warranties, and reimbursement of all expenses associated with
10 the repair or replacement of the Class Vehicle and damage caused by the Theft
11 Prone Defect.

12 II. JURISDICTION AND VENUE

13 14. This Court has subject matter jurisdiction under the Class Action
14 Fairness Act of 2005, 28 U.S.C. §§1332(d)(2) and (6) because: (i) there are 100 or
15 more class members, (ii) there is an aggregate amount in controversy exceeding
16 \$5,000,000.00 exclusive of interest and costs, and (iii) there is minimal diversity
17 because at least one plaintiff and one defendant are citizens of different states. This
18 Court also has supplemental jurisdiction over the state law claims under 28 U.S.C.
19 § 1367.

20 15. Venue is proper in this judicial district under 28 U.S.C. § 1391 because
21 Defendants transact substantial business and because HMA and KA are
22 headquartered in this district. HMA and KA advertised in this district and
23 Defendants received substantial revenue and profits from sales and/or leases of the
24 Class Vehicles in this district. Defendants also have research and development
25 offices in this district. Therefore, a substantial part of the events and/or omissions
26 giving rise to the claims occurred, in part, within this district.

27 16. This Court has personal jurisdiction over Defendants by virtue of their
28 transactions and business conducted in this judicial district, and because HMA and

1 KA are headquartered in California. Defendants have transacted and done business,
2 and violated statutory and common law, in the State of California and in this
3 judicial district.

4 17. The Court has specific jurisdiction over HMC and KC pursuant to the
5 long-arm statute of California (Cal. Code Civ. Proc. § 410.10) based on their
6 forum-related activities from which this case arises, and the forum-related activities
7 of their primary domestic subsidiaries, HMA and KA, which HMC and KC,
8 respectively, substantially control.

9 **A. HMC and KC Engage In Forum-Related Activities**

10 18. HMC and KC design, manufacture, market, distribute, and sell the
11 Class Vehicles under their registered trademarks “Hyundai” and “Kia.” From 2010
12 to the present, when Class Vehicles were sold and marketed to Class Members—
13 HMC and KC purposefully availed themselves of the United States’ legal
14 protections by registering and maintaining registrations with the United States
15 government for trademarks associated with their vehicles and parts, which HMC
16 and KC used to identify and distinguish its vehicles and parts in the United States,
17 this District, and transferor jurisdictions.

18 19. HMC and KC purposely availed themselves of markets in the United
19 States, each selling approximately half a million vehicles per year in this market
20 through their respective domestic subsidiaries, HMA and KA. *See infra* ¶¶ 1204-05.

21 20. HMC and KC manufactured over eight million of the Class Vehicles,
22 which were delivered to HMA and KA for sale in the United States. Although
23 HMC and KC manufactured the vast majority of these Class Vehicles in Korea, it
24 specifically segregated them from other Class Vehicles that were intended for sale
25 in other countries, placed certification labels on them that assured compliance with
26 U.S. federal safety requirements, and ensured those Class Vehicles shipped to the
27 United States with full knowledge that HMA and KA would then distribute them
28 across the United States. These certification labels give rise or relate to Plaintiffs’

1 claims because they misleadingly suggested the Class Vehicles were safe and
2 comply with U.S. Safety Standards, including FMVSS No. 114.

3 21. These Class Vehicles were not merely placed into a stream of
4 commerce—they were directly targeted to the United States market. HMA and KA
5 certified that the vehicles complied with United States safety requirements and
6 ensured that they shipped directly to a wholly owned subsidiary responsible for
7 distribution in the United States. Indeed, the Class Vehicles produced by
8 Defendants for the United States market would not be allowed to be sold in the
9 E.U., Australia, Canada, or other markets, that require engine immobilizers.

10 22. HMC and KC affixed federal safety certification labels to the Class
11 Vehicles manufactured in Korea, and directly approved the same labels for Class
12 Vehicles manufactured in the United States, in each case knowing that they would
13 be sold in the United States. The certification labels represented that the Class
14 Vehicles conformed to U.S. safety standards, thereby enabling the vehicles to be
15 sold in all 50 states. These misleading certification labels give rise or relate to
16 Plaintiffs' claims.

17 23. HMC and KC played key roles in HMA's and KA's analysis and
18 decision-making relating to the design and/or manufacturing of the Class Vehicles
19 sold in the United States containing the Theft Prone Defect, including the lack of
20 immobilizers, steering column covers, ignition assemblies, and alarm systems.

21 24. On information and belief, HMC and KC were intimately involved
22 with in HMA's and KA's monitoring of the rate of Class Vehicle thefts, their
23 attempts to remedy the Theft Prone Defect, and their discussions with NHTSA
24 concerning the Theft Prone Defect.

25 **B. HMC And KC Control HMA And KC**

26 25. HMC and KC exercise control over HMA and KA, respectively,
27 through several formal and informal mechanisms.
28

1 26. Upon information and belief, HMC and KC have the power to appoint
2 board members to HMA and KA, respectively. They have exercised this power to
3 appoint board members to these subsidiaries that they believe will manage the
4 subsidiaries with the principal goal of benefiting them.

5 27. HMC and KC purposely availed themselves of markets in the United
6 States. For example, HMC and KC each regularly submitted applications to the
7 EPA to obtain certification necessary for the sale of their vehicles in the United
8 States.¹⁰

9 28. HMC maintains a “Global Command and Control Center” on the
10 second floor of its headquarters in Korea.¹¹ The Center operates around the clock
11 and boasts dozens of screens relaying live data and video feeds from all of Hyundai
12 and Kia’s assembly lines and research centers around the world. The production
13 data is generated on the assembly lines and displayed on boards where team
14 members can see it, and headquarters can see the same data at the same time. From
15 the Global Command and Control Center, HMC controls Hyundai operations
16 around the world, including those in the United States.

17 29. On information and belief, KC representatives also monitor Kia’s
18 global operations from HMC’s Global Command and Control Center.

19 30. If HMC’s or KC’s quality monitors in Korea spot errors or problems,
20 they call the factory immediately. Additionally, employees of HMA and KA report
21 on quality issues to HMC and KC, respectively. For instance, one of the Hyundai
22 plants monitored at the Global Command and Control Center is in Alabama. That
23
24

25 ¹⁰ *E.g.*, [https://www.epa.gov/sites/default/files/2019-07/documents/kmc-off-](https://www.epa.gov/sites/default/files/2019-07/documents/kmc-off-cycle-ghg-credit-high-efficiency-alternator-2019-06-10.pdf)
26 [cycle-ghg-credit-high-efficiency-alternator-2019-06-10.pdf](https://www.epa.gov/sites/default/files/2019-07/documents/kmc-off-cycle-ghg-credit-high-efficiency-alternator-2019-06-10.pdf) (last accessed March
27 24, 2023); [https://www.epa.gov/system/files/documents/2022-09/hyundai-ghg-](https://www.epa.gov/system/files/documents/2022-09/hyundai-ghg-credit-pwm-hvac-blm-apl-2020-12-15.pdf)
28 [credit-pwm-hvac-blm-apl-2020-12-15.pdf](https://www.epa.gov/system/files/documents/2022-09/hyundai-ghg-credit-pwm-hvac-blm-apl-2020-12-15.pdf) (last accessed March 24, 2023).

¹¹ <https://digitaledition.strategy-business.com/publication/?i=145911&p=70> (last
accessed March 24, 2023).

1 plant's production chief was quoted as saying, "if there's a hiccup at any of those
2 boards, headquarters wants to know what needs to be done about it – right now."¹²

3 31. Senior Korean executives at HMC and KC also regularly visit Hyundai
4 and Kia plants and offices in the United States, including HMA's and KA's
5 California headquarters.

6 32. Korean speaking "coordinators" work at HMA and KA and report on
7 their activities to Korean executives at HMC and KC, respectively, every business
8 day.

9 33. HMC and HMA share common executives. For example, Jose Muñoz
10 is the current Global Chief Operating Officer of HMC as well as the President and
11 CEO of Hyundai Motor America, Inc.¹³ HMC states that "[b]ased in Hyundai's
12 U.S. headquarters in Fountain Valley, California, Muñoz also oversees the entire
13 American market, including Hyundai Motor North, Central and South America, as
14 the head of the Hyundai Motor Americas Region." Brian Latouf serves as the
15 Global Chief Safety Officer for HMC, as well as the chief safety officer of HMA.¹⁴

16 34. KC and KA also share common employees. For example, SeungKyu
17 (Sean) Yoon currently serves as President and CEO of KA, as well as Senior
18 Managing Director of KC, where he is the President & CEO of the Kia North
19 America Region.¹⁵ Prior to his current role, Mr. Yoon served as the America Group
20 Leader for KC.

21
22 ¹² <https://digitaledition.strategy-business.com/publication/?i=145911&p=70> (last
23 accessed March 24, 2023).

24 ¹³ <https://www.hyundainews.com/en-us/bios/jose-munoz> (last accessed March
25 24, 2023).

26 ¹⁴ <https://www.hyundainews.com/en-us/bios/brian-latouf-> (last accessed April
27 10, 2023).

28 ¹⁵ [https://www.kiamedia.com/us/en/media/pressreleases/13858/seungkyu-sean-](https://www.kiamedia.com/us/en/media/pressreleases/13858/seungkyu-sean-yoon-1)
yoon-1 (last accessed Aug. 29, 2022); [https://www.linkedin.com/in/seungkyu-sean-](https://www.linkedin.com/in/seungkyu-sean-yoon-3251b1a9/)
yoon-3251b1a9/ (last accessed March 24, 2023); [https://www.automotive-](https://www.automotive-world.com/news-releases/kia-america-debuts-in-us-new-name-replaces-kia-motors-america-as-part-of-kia-corporation-global-brand-strategy/)
world.com/news-releases/kia-america-debuts-in-us-new-name-replaces-kia-motors-
america-as-part-of-kia-corporation-global-brand-strategy/ (last accessed March 24,

35. Moreover, HMC and KC have overlapping management. Eui-Sun Chung serves as the President of KC and the Executive Vice Chairman of HMC.¹⁶

36. HMC and KC control the public name and brand of HMA and KA, respectively. In consumer transactions, like those with Plaintiffs, HMC's and KC's brands and logos serve as their person and their subsidiaries' official seal and signature to consumers.

III. PARTIES

A. Hyundai Plaintiffs

1. Alabama Plaintiff

37. Plaintiff Kari Eldridge ("Plaintiff," for purposes of this section) is a resident of St. Louis, Missouri. Plaintiff purchased a new 2017 Hyundai Tucson from Bentley Hyundai in Huntsville, Alabama on or around June 24, 2017. Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On information and belief, Plaintiff's 2017 Hyundai Tucson is a Class Vehicle subject to the Theft Prone Defect.

38. On information and belief, Bentley Hyundai is part of Hyundai's network of authorized dealers across the United States and is promoted on HMA's website, which includes an updated list of the dealership's inventory.

39. Plaintiff purchased her Class Vehicle because she believed that the vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle, Plaintiff reviewed and relied on numerous statements and representations about it.

40. Plaintiff visited the Hyundai website and reviewed representations about the Class Vehicle's safety, reliability, and quality.

41. Because Defendants failed to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class Vehicle was affected by the Theft

2023); <https://www.zippia.com/kia-motors-america-careers-28628/executives/> (last accessed March 24, 2023).

¹⁶ <https://worldwide.kia.com/int/company/ir/info/board-of-directors>

1 Prone Defect, and instead Hyundai touted the Class Vehicle's safety, reliability, and
2 quality.

3 42. Plaintiff saw Hyundai television commercials that touted, among other
4 things, the safety, reliability, and quality of Hyundai branded vehicles.

5 43. On or about August 10, 2022, Plaintiff's Class Vehicle was stolen. On
6 realizing that her Class Vehicle was stolen, Plaintiff filed a police report and
7 insurance claim.

8 44. Two or three days later, Plaintiff was informed by the police that her
9 Class Vehicle was recovered. After receiving the vehicle back, Plaintiff found it
10 destroyed, including broken windows, scratches on the body, damage to the
11 underside of the vehicle, and a hole in the engine.

12 45. Plaintiff's insurance declared the vehicle a total loss and compensated
13 her for the value of the vehicle, but she was forced to pay the policy's \$1,000
14 deductible out of pocket.

15 46. Plaintiff experienced inconvenience and emotional distress related to
16 the Theft Prone Defect. Specifically, after the theft of the vehicle, rental cars were
17 not available due to high demand and Plaintiff struggled to find transportation.
18 Having no form of transportation was not only a major inconvenience but it was
19 stressful too. Plaintiff worried about what would happen if there was an emergency
20 or if she needed a doctor's appointment. Because of the increased demand for
21 vehicles brought on by the COVID-19 pandemic, vehicle prices had increased
22 dramatically. Although Plaintiff was compensated by her insurance company for
23 the total loss, the sharp increase in car prices meant that she could afford less with
24 the compensation she received. Plaintiff had to purchase an economy vehicle via
25 financing. Prior to the Theft Prone Defect, Plaintiff had a fully paid for, ostensibly
26 luxury vehicle. Now, because of the Theft Prone Defect, she has a car payment on a
27 vehicle she would not have otherwise chosen to purchase. All of this also caused
28 unnecessary financial stress. Even today with her new vehicle, Plaintiff constantly

1 worries about theft. She wonders every time she parks if it is a safe place or if she
2 should look for some place safer. She does not feel comfortable keeping a USB
3 cord in her new vehicle. Finally, when her car was stolen things were missing that
4 had her address on it. This caused her stress and anxiety as she does not know who
5 might have her address, and she worries if she is safe at home now.

6 47. Plaintiff purchased the Class Vehicle primarily for personal, family,
7 and household purposes in that this was not purchased on behalf of a business and
8 was not titled in a business' name. It was Plaintiff's only vehicle and she used it for
9 all her personal, family, and household transportation needs such as household
10 errands. Because it was Plaintiff's only vehicle and Plaintiff used it for personal
11 purposes, she purchased it with personal funds and kept it at her residence.

12 48. At no point before Plaintiff purchased her vehicle did Hyundai
13 disclose that it suffered from the Theft Prone Defect, which renders it highly
14 susceptible and predisposed to theft by experienced and amateur thieves, and which
15 makes it a prime target to be used as instrumentalities through which thieves engage
16 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
17 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
18 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
19 Plaintiff would have learned of the concealed information through, for example, the
20 advertising channels described above or through discussions with the salesperson at
21 Bentley Hyundai.

22 49. Plaintiff suffered an ascertainable loss as a result of Defendants'
23 wrongful conduct associated with the Theft Prone Defect.

24 50. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
25 a vehicle that is of a lesser standard, grade, and quality than represented, and she
26 did not receive a vehicle that met ordinary and reasonable consumer expectations
27 regarding quality design, and safe and reliable operation. The Theft Prone Defect
28 has significantly diminished the value of Plaintiff's Class Vehicle.

1 51. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have purchased her Class Vehicle, or would have paid less to do so.

3 **2. California Plaintiffs**

4 52. Plaintiff Brittany Kingsbury (“Plaintiff,” for purposes of this section)
5 is a resident of Los Angeles, California. Plaintiff purchased a used 2015 Hyundai
6 Sonata from Keyes Hyundai of Van Nuys in Van Nuys, California in or around
7 2017. Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition
8 system. On information and belief, Plaintiff’s 2015 Hyundai Sonata is a Class
9 Vehicle subject to the Theft Prone Defect.

10 53. Plaintiff purchased the Class Vehicle primarily for personal, family,
11 and household purposes in that this was not purchased on behalf of a business and
12 was not titled in a business’s name. It was Plaintiff’s only vehicle and she used it
13 for all her personal, family, and household transportation needs such as household
14 errands. Because it was Plaintiff’s only vehicle and Plaintiff used it for personal
15 purposes, she purchased it with personal funds and kept it at her residence.

16 54. On information and belief, Keyes Hyundai is part of Hyundai’s
17 network of authorized dealers across the United States and is promoted on HMA’s
18 website, which includes an updated list of the dealership’s inventory.

19 55. Plaintiff purchased her Class Vehicle because she believed that the
20 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
21 Plaintiff reviewed and relied on numerous statements and representations about it.

22 56. Plaintiff visited the Hyundai website and reviewed representations
23 about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed
24 to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the
25 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
26 the Class Vehicle’s safety, reliability, and quality.

1 57. Plaintiff saw and heard Hyundai television and radio commercials that
2 touted, among other things, the safety, reliability, and quality of Hyundai-branded
3 vehicles.

4 58. Plaintiff also viewed at least three Hyundai billboard advertisements
5 touting the quality of Hyundai-branded vehicles.

6 59. On or about July 16, 2022, Plaintiff's Class Vehicle was stolen for the
7 first time. Plaintiff was in the process of moving into a new residence and parked
8 her car on the street with moving boxes overnight. On realizing that her Class
9 Vehicle was stolen, Plaintiff filed a police report with the Culver City Police
10 Department.

11 60. On or about August 18, 2022, Plaintiff was informed by the Culver
12 City Police Department that her Class Vehicle was recovered. After receiving the
13 vehicle back, Plaintiff found that the vehicle suffered significant damages. Because
14 Plaintiff was uninsured against theft, she incurred approximately \$2,800 in damages
15 related to repairing, among other things, the vehicle's ignition system, steering
16 wheel, paint, and door lock. Additionally, Plaintiff spent approximately \$60 to
17 purchase a steering wheel lock. Following the incident, Plaintiff stopped driving the
18 vehicle for a period of three months due to concern of theft.

19 61. On or about November 17, 2022, Plaintiff's Class Vehicle was stolen
20 for a second time. On realizing that her Class Vehicle was stolen, Plaintiff filed a
21 police report with the Culver City Police Department and insurance claim with her
22 insurance company.

23 62. On or about November 19, 2022, Plaintiff was informed by the Culver
24 City Police Department that her Class Vehicle was recovered. After receiving the
25 vehicle back, Plaintiff found that the vehicle suffered significant damages. The
26 vehicle was deemed a total loss by Plaintiff's insurance carrier.

27 63. While Plaintiff's insurance covered the loss of the vehicle from the
28 theft, she was forced to pay the policy's \$500 deductible out of pocket.

1 64. Plaintiff experienced inconvenience and emotional distress related to
2 multiple thefts of her vehicle caused by the Theft Prone Defect.

3 65. At no point before Plaintiff purchased her vehicle did Hyundai
4 disclose that it suffered from the Theft Prone Defect, which renders it highly
5 susceptible and predisposed to theft by experienced and amateur thieves, and which
6 makes it a prime target to be used as instrumentalities through which thieves engage
7 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
8 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
9 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
10 Plaintiff would have learned of the concealed information through, for example, the
11 advertising channels described above or through discussions with the salesperson at
12 Keyes Hyundai.

13 66. Plaintiff suffered an ascertainable loss as a result of Defendants'
14 wrongful conduct associated with the Theft Prone Defect.

15 67. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
16 a vehicle that is of a lesser standard, grade, and quality than represented, and she
17 did not receive a vehicle that met ordinary and reasonable consumer expectations
18 regarding quality design, and safe and reliable operation. The Theft Prone Defect
19 has significantly diminished the value of Plaintiff's Class Vehicle.

20 68. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
21 have purchased her Class Vehicle, or would have paid less to do so.

22 69. Plaintiff Miyoshi Morrow ("Plaintiff," for purposes of this section) is a
23 resident of Los Angeles, California. Plaintiff purchased a used 2016 Hyundai
24 Elantra from CarMax in Inglewood, California in or around May 2017. Plaintiff's
25 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
26 and belief, Plaintiff's 2016 Hyundai Elantra is a Class Vehicle subject to the Theft
27 Prone Defect.
28

1 70. Plaintiff purchased her Class Vehicle because she believed that the
2 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
3 Plaintiff reviewed and relied on numerous statements and representations about it.

4 71. Plaintiff visited the Hyundai website and reviewed representations
5 about the Class Vehicle's safety, reliability, and quality. Because Defendants failed
6 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the
7 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
8 the Class Vehicle's safety, reliability, and quality.

9 72. Plaintiff purchased her Class Vehicle primarily for personal, family,
10 and household use.

11 73. On or about August 25, 2022, Plaintiff's Class Vehicle was stolen
12 while it was parked outside her home. On realizing that her Class Vehicle was
13 stolen, Plaintiff filed a police report.

14 74. On or about August 30, 2022, Plaintiff was informed by the Los
15 Angeles Police Department that they recovered her Class Vehicle. They had pulled
16 over a suspect driving her Class Vehicle and arrested him. After receiving the
17 vehicle back, Plaintiff filed an insurance claim, and her Class Vehicle was deemed
18 a total loss.

19 75. While Plaintiff's insurance provided Plaintiff with a total loss check,
20 Plaintiff was forced to pay the policy's \$1,000 deductible out of pocket.

21 76. Plaintiff incurred significant out-of-pocket expenses following the
22 theft of her Class Vehicle. Specifically, Plaintiff incurred alternative transportation
23 costs, personal property losses when her personal items, including portable jumper
24 cables, were stolen from her vehicle, and lost wages. Since the theft, Plaintiff has
25 been unable to purchase another vehicle and pays for public transportation and,
26 when she can, ride share services. Not only did Plaintiff have to miss work on the
27 day of the theft, but she has also completely lost her entire second source of income
28 that she had from working a night job. She cannot use public transportation to

1 commute to her night job because public transportation services do not operate after
2 hours and therefore, she could no longer sustain employment at her night job
3 without a personal vehicle.

4 77. Plaintiff experienced inconvenience and emotional distress related to
5 the Theft Prone Defect. Specifically, Plaintiff relies primarily on public
6 transportation since the loss of her Class Vehicle and constantly worries that she
7 may be robbed. She often limits how much she carries so she is not left vulnerable
8 to attack and secures her purse under her clothing so it cannot be stolen. When she
9 must use public transportation with her child, she fears for both of their safety,
10 causing her constant anxiety. Plaintiff is also under significant stress due to the
11 financial strain of losing her second source of income.

12 78. At no point before Plaintiff purchased her vehicle did Hyundai
13 disclose that it suffered from the Theft Prone Defect, which renders it highly
14 susceptible and predisposed to theft by experienced and amateur thieves, and which
15 makes it a prime target to be used as instrumentalities through which thieves engage
16 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
17 existence of the Theft Prone Defect from consumers like Plaintiff. Had she
18 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
19 Plaintiff would have learned of the concealed information through, for example, the
20 advertising channels described above.

21 79. Plaintiff suffered an ascertainable loss as a result of Defendants'
22 wrongful conduct associated with the Theft Prone Defect.

23 80. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
24 a vehicle that is of a lesser standard, grade, and quality than represented, and she
25 did not receive a vehicle that met ordinary and reasonable consumer expectations
26 regarding quality design, and safe and reliable operation. The Theft Prone Defect
27 has significantly diminished the value of Plaintiff's Class Vehicle.

28

1 81. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have purchased her Class Vehicle, or would have paid less to do so.

3 82. Plaintiff Stefani Poblete Taylor (“Plaintiff,” for purposes of this
4 section) is a resident of Cerritos, California. Plaintiff purchased a new 2013
5 Hyundai Elantra GLS Limited from Commerce Hyundai in Commerce, California
6 in or around May 1, 2012. Plaintiff’s vehicle has a traditional “insert-and-turn” steel
7 key ignition system. On information and belief, Plaintiff’s 2013 Hyundai Elantra
8 GLS Limited is a Class Vehicle subject to the Theft Prone Defect.

9 83. On information and belief, Commerce Hyundai is part of Hyundai’s
10 network of authorized dealers across the United States and is promoted on HMA’s
11 website, which includes an updated list of the dealership’s inventory.

12 84. Plaintiff purchased her Class Vehicle because she believed that the
13 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
14 Plaintiff reviewed and relied on numerous statements and representations about it.

15 85. Plaintiff visited the Hyundai website and reviewed representations
16 about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed
17 to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the
18 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
19 the Class Vehicle’s safety, reliability, and quality.

20 86. Plaintiff purchased her Class Vehicle primarily for personal, family,
21 and household use.

22 87. On or about June 30, 2022, Plaintiff’s Class Vehicle was stolen from
23 the Long Beach Exchange in Long Beach, California. Plaintiff was there to get
24 lunch and was away from her Class Vehicle for about an hour. When she returned
25 to where the Class Vehicle was parked it was gone. On realizing that her Class
26 Vehicle was stolen, Plaintiff filed a police report and insurance claim.

27 88. On or about a week later, Plaintiff’s Class Vehicle was located
28 Compton, California. Plaintiff’s Class Vehicle was completely stripped and

1 everything of value was gone. Even the Class Vehicle's tires were gone and had
2 been replaced with old tires. Plaintiff's Class Vehicle was determined to be a total
3 loss.

4 89. Plaintiff's insurance paid her approximately \$10,000 for her Class
5 Vehicle because it was a total loss. Plaintiff paid a \$500 deductible that was
6 deducted from the insurance payment for the Class Vehicle. Plaintiff's insurance
7 premium was increased.

8 90. Plaintiff incurred significant out-of-pocket expenses and losses arising
9 from the theft of her Class Vehicle. Specifically, Plaintiff paid \$152.32 for a rental
10 vehicle and approximately \$200 to replace personal items. Plaintiff also incurred
11 significant expenses for a replacement vehicle. She leased a vehicle for months at
12 \$599 a month. After the lease is over, the residual value of the replacement vehicle
13 is \$19,599.45. Because of the vehicle inventory crisis in July 2022, there was a very
14 limited selection of new cars and interest rates were extremely high, so Plaintiff
15 overpaid for her new vehicle. There were no attractive financing offers for new
16 vehicles like when Plaintiff purchased the Class Vehicle in 2012.

17 91. Plaintiff experienced inconvenience and emotional distress related to
18 the Theft Prone Defect. Plaintiff has been attending therapy for anxiety and PTSD.

19 92. At no point before Plaintiff purchased her vehicle did Hyundai
20 disclose that it suffered from the Theft Prone Defect, which renders it highly
21 susceptible and predisposed to theft by experienced and amateur thieves, and which
22 makes it a prime target to be used as instrumentalities through which thieves engage
23 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
24 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
25 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
26 Plaintiff would have learned of the concealed information through, for example, the
27 advertising channels described above or through discussions with the salesperson at
28 Commerce Hyundai.

1 93. Plaintiff suffered an ascertainable loss as a result of Defendants’
2 wrongful conduct associated with the Theft Prone Defect.

3 94. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
4 a vehicle that is of a lesser standard, grade, and quality than represented, and she
5 did not receive a vehicle that met ordinary and reasonable consumer expectations
6 regarding quality design, and safe and reliable operation. The Theft Prone Defect
7 has significantly diminished the value of Plaintiff’s Class Vehicle.

8 95. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
9 have purchased her Class Vehicle, or would have paid less to do so.

10 **3. Colorado Plaintiff**

11 96. Plaintiff Adam Lippert (“Plaintiff,” for purposes of this section) is a
12 resident of Denver, Colorado. Plaintiff purchased a new 2016 Hyundai Elantra GT
13 from Arapahoe Hyundai in Centennial, Colorado, in or around August 2015.
14 Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition. On
15 information and belief, Plaintiff’s 2016 Hyundai Elantra is a Class Vehicle subject
16 to the Theft Prone Defect.

17 97. Plaintiff purchased the Class Vehicle primarily for personal, family,
18 and household purposes in that this was not purchased on behalf of a business and
19 was not titled in a business’s name. It was Plaintiff’s only vehicle and he used it for
20 all his personal, family, and household transportation needs such as household
21 errands. Because it was Plaintiff’s only vehicle and Plaintiff used it for personal
22 purposes, he purchased it with personal funds and kept it at his residence.

23 98. On information and belief, Arapahoe Hyundai is part of Hyundai’s
24 network of authorized dealers across the United States and is promoted on HMA’s
25 website, which includes an updated list of the dealership’s inventory.

26 99. Plaintiff purchased his Class Vehicle because he believed that the
27 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
28 Plaintiff reviewed and relied on numerous statements and representations about it.

1 100. Plaintiff visited the Hyundai website and reviewed representations
2 about the Class Vehicle's safety, reliability, and quality. Because Defendants failed
3 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the
4 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
5 the Class Vehicle's safety, reliability, and quality.

6 101. On or about July 5, 2022, Plaintiff's Class Vehicle was stolen from his
7 apartment complex's garage. On realizing that his Class Vehicle was stolen,
8 Plaintiff filed a police report with the Denver Police Department and an insurance
9 claim with Progressive Insurance.

10 102. On or about August 3, 2022, Plaintiff was informed by the Denver
11 Police Department that his Class Vehicle was recovered. After receiving the vehicle
12 back, Plaintiff found that the vehicle was destroyed and deemed a total loss not fit
13 for auction by Progressive Insurance. Inside the recovered vehicle there was
14 evidence of drug use, bodily fluids, and other biological contaminants.

15 103. While Plaintiff's insurance provided coverage for the loss, he was
16 forced to pay the policy's \$1,000 deductible out of pocket. The insurance coverage
17 was not sufficient for Plaintiff to purchase a replacement vehicle. Plaintiff also is
18 forced to incur out-of-pocket expenses for alternative modes of transportation
19 including rental car expenses and Uber charges.

20 104. As a result of the theft of his Class Vehicle, Plaintiff experienced
21 inconvenience and emotional distress related to the Theft Prone Defect.

22 105. At no point before Plaintiff purchased his vehicle did Hyundai disclose
23 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
24 predisposed to theft by experienced and amateur thieves, and which makes it a
25 prime target to be used as instrumentalities through which thieves engage in
26 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
27 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
28 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have

1 learned of the concealed information through, for example, the advertising channels
2 described above or through discussions with the salesperson at Arapahoe Hyundai.

3 106. Plaintiff suffered an ascertainable loss as a result of Defendants'
4 wrongful conduct associated with the Theft Prone Defect.

5 107. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
6 vehicle that is of a lesser standard, grade, and quality than represented, and he did
7 not receive a vehicle that met ordinary and reasonable consumer expectations
8 regarding quality design, and safe and reliable operation. The Theft Prone Defect
9 has significantly diminished the value of Plaintiff's Class Vehicle.

10 108. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
11 have purchased his Class Vehicle, or would have paid less to do so.

12 **4. Florida Plaintiff**

13 109. Plaintiff Michael Kay ("Plaintiff," for purposes of this section) is a
14 resident of Wellington, Florida. Plaintiff purchased a new 2015 Hyundai Tucson SE
15 from Napleton Hyundai in West Palm Beach, Florida on or around June 2, 2015.
16 Plaintiff's 2015 Hyundai Tucson has a traditional "insert-and-turn" steel key
17 ignition system. Plaintiff also purchased a 2020 Hyundai Kona SEL from Napleton
18 Hyundai on or about March 26, 2020. On information and belief, Plaintiff's 2015
19 Hyundai Tucson SE and 2020 Hyundai Kona are Class Vehicles subject to the
20 Theft Prone Defect.

21 110. On information and belief, Napleton Hyundai is part of Hyundai's
22 network of authorized dealers across the United States and is promoted on HMA's
23 website, which includes an updated list of the dealership's inventory.

24 111. Plaintiff purchased both Class Vehicles primarily for personal, family,
25 and household purposes in that they were not purchased on behalf of a business and
26 were not titled in a business' name. They were Plaintiff's vehicles and he used them
27 for all his personal, family, and household transportation needs such as household
28

1 errands and driving to and from work. Plaintiff purchased the Class Vehicles with
2 personal, family funds and kept the vehicles at his residence.

3 112. Plaintiff purchased his Class Vehicles because he believed that the
4 vehicles were safe, reliable, and high quality. Before purchasing the Class Vehicles,
5 Plaintiff reviewed and relied on numerous statements and representations about
6 them. Plaintiff reviewed several outlets for information including Consumer
7 Reports and other consumer review publications and services.

8 113. Because Defendants failed to disclose the Theft Prone Defect,
9 Plaintiff's research did not uncover that the Class Vehicles were affected by the
10 Theft Prone Defect, and instead Hyundai touted the Class Vehicles' safety,
11 reliability, and quality.

12 114. At no point before Plaintiff purchased his Class Vehicles did Hyundai
13 disclose that the vehicles suffered from the Theft Prone Defect, which renders them
14 highly susceptible and predisposed to theft by experienced and amateur thieves, and
15 which makes them a prime target to be used as instrumentalities through which
16 thieves engage in reckless driving or other criminal activity. Indeed, Hyundai
17 concealed the existence of the Theft Prone Defect from consumers like Plaintiff.
18 Had they disclosed the Theft Prone Defect before Plaintiff acquired the Class
19 Vehicles, Plaintiff would have learned of the concealed information through, for
20 example, channels such as Consumer Reports.

21 115. Plaintiff suffered an ascertainable loss as a result of Defendants'
22 wrongful conduct associated with the Theft Prone Defect.

23 116. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased
24 vehicles that are of a lesser standard, grade, and quality than represented, and he did
25 not receive vehicles that met ordinary and reasonable consumer expectations
26 regarding quality design, and safe and reliable operation. The Theft Prone Defect
27 has significantly diminished the value of Plaintiff's Class Vehicles.
28

1 117. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have purchased his Class Vehicles, or would have paid less to do so.

3 118. Plaintiff Mollie McGeehon (“Plaintiff,” for purposes of this section) is
4 a resident of St. Louis, Missouri. Plaintiff purchased a used 2012 Hyundai Elantra
5 from Headquarter Hyundai in Sanford, Florida in or around July 2015. Plaintiff’s
6 vehicle has a traditional “insert-and-turn” steel key ignition system. On information
7 and belief, Plaintiff’s 2012 Hyundai Elantra is a Class Vehicle subject to the Theft
8 Prone Defect.

9 119. On information and belief, Headquarter Hyundai is part of Hyundai’s
10 network of authorized dealers across the United States and is promoted on HMA’s
11 website, which includes an updated list of the dealership’s inventory.

12 120. Plaintiff purchased her Class Vehicle because she believed that the
13 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
14 Plaintiff reviewed and relied on numerous statements and representations about it.

15 121. Plaintiff purchased the Class Vehicle primarily for personal, family,
16 and household purposes in that this was not purchased on behalf of a business and
17 was not titled in a business’ name. It was Plaintiff’s only vehicle and she used it for
18 all her personal, family, and household transportation needs such as household
19 errands. Because it was Plaintiff’s only vehicle and Plaintiff used it for personal
20 purposes, she purchased it with personal funds and kept it at her residence.

21 122. Plaintiff visited the Hyundai website and reviewed representations
22 about the Class Vehicle’s safety, reliability, and quality. The sales representative
23 from Headquarter Hyundai represented the Class Vehicle as a safe, reliable and
24 quality vehicle. The Class Vehicle was sold to Plaintiff as a certified pre-owned
25 vehicle with a 100,000-mile warranty. Plaintiff also investigated the Hyundai
26 Elantra and found it to be highly rated in Consumer Reports and other publications
27 that review and rate automobiles with respect to quality, safety and reliability.
28

1 123. On or about July 28, 2022, Plaintiff's Class Vehicle was stolen. On
2 realizing that her Class Vehicle was stolen, Plaintiff filed a police report and
3 insurance claim.

4 124. On the same day, the police recovered Plaintiff's Class Vehicle. The
5 vehicle needed to be towed and required multiple repairs.

6 125. While Plaintiff's insurance covered a portion of the repairs to her Class
7 Vehicle, it has not covered all the repairs, nor did it cover the full cost to tow the
8 vehicle. Plaintiff has paid her \$500 deductible and the costs for repairs and towing
9 beyond what the insurer paid. She also had to rent a car and borrow a car from
10 family members when her vehicle was being repaired.

11 126. As a result of the theft, Plaintiff's insurance premiums are also
12 increasing.

13 127. As a result of the Theft Prone Defect and theft of the Class Vehicle,
14 Plaintiff purchased a steering wheel lock to deter theft of the Class Vehicle.

15 128. Plaintiff has experienced inconvenience and emotional distress related
16 to the Theft Prone Defect. She no longer feels safe driving her vehicle out of town
17 or far from home.

18 129. At no point before Plaintiff purchased her Class Vehicle did Hyundai
19 disclose that it suffered from the Theft Prone Defect, which renders it highly
20 susceptible and predisposed to theft by experienced and amateur thieves, and which
21 makes it a prime target to be used as instrumentalities through which thieves engage
22 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
23 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
24 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
25 Plaintiff would have learned of the concealed information through, for example, the
26 advertising channels described above or through discussions with the salesperson at
27 Headquarter Hyundai.
28

1 130. Plaintiff suffered an ascertainable loss as a result of Defendants’
2 wrongful conduct associated with the Theft Prone Defect.

3 131. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
4 a vehicle that is of a lesser standard, grade, and quality than represented, and she
5 did not receive a vehicle that met ordinary and reasonable consumer expectations
6 regarding quality design, and safe and reliable operation. The Theft Prone Defect
7 has significantly diminished the value of Plaintiff’s Class Vehicle.

8 132. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
9 have purchased her Class Vehicle, or would have paid less to do so.

10 **5. Georgia Plaintiff**

11 133. Plaintiff Herbert Taylor (“Plaintiff,” for purposes of this section) is a
12 resident of Decatur, Georgia. Plaintiff purchased a new 2016 Hyundai Sonata from
13 Rick Case Hyundai in Duluth, Georgia in or around March 2016. Plaintiff’s vehicle
14 has a traditional “insert-and-turn” steel key ignition system. On information and
15 belief, Plaintiff’s 2016 Hyundai Sonata is a Class Vehicle subject to the Theft Prone
16 Defect.

17 134. On information and belief, Rick Case Hyundai is part of Hyundai’s
18 network of authorized dealers across the United States and is promoted on HMA’s
19 website, which includes an updated list of the dealership’s inventory.

20 135. Plaintiff purchased his Class Vehicle because he believed that the
21 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
22 Plaintiff reviewed and relied on numerous statements and representations about it.

23 136. Plaintiff visited the Hyundai website and reviewed representations
24 about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed
25 to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the
26 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
27 the Class Vehicle’s safety, reliability, and quality.
28

1 137. Plaintiff saw Hyundai television commercials that touted, among other
2 things, the safety, reliability, and quality of Hyundai branded vehicles.

3 138. Plaintiff purchased his Class Vehicle primarily for personal, family,
4 and household use.

5 139. Despite the fact that his vehicle was not stolen or targeted based on the
6 Theft Prone Defect, Plaintiff was recently informed that his annual insurance
7 premium was to be raised by an astronomical \$800.

8 140. Plaintiff experienced inconvenience and emotional distress related to
9 the Theft Prone Defect. Specifically, Plaintiff stopped driving the vehicle to certain
10 places for fear of theft or attempted theft. When Plaintiff would drive the vehicle,
11 Plaintiff kept stops to short durations in places where Plaintiff could keep an eye on
12 the vehicle.

13 141. At no point before Plaintiff purchased his vehicle did Hyundai disclose
14 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
15 predisposed to theft by experienced and amateur thieves, and which makes it a
16 prime target to be used as instrumentalities through which thieves engage in
17 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
18 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
19 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
20 learned of the concealed information through, for example, the advertising channels
21 described above or through discussions with the salesperson at Rick Case Hyundai.

22 142. Plaintiff suffered an ascertainable loss as a result of Defendants'
23 wrongful conduct associated with the Theft Prone Defect.

24 143. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
25 vehicle that is of a lesser standard, grade, and quality than represented, and he did
26 not receive a vehicle that met ordinary and reasonable consumer expectations
27 regarding quality design, and safe and reliable operation. The Theft Prone Defect
28 has significantly diminished the value of Plaintiff's Class Vehicle.

1 144. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have purchased his Class Vehicle, or would have paid less to do so.

3 **6. Illinois Plaintiffs**

4 145. Plaintiff Arlecia Brown (“Plaintiff,” for purposes of this section) is a
5 resident of Chicago, Illinois. Plaintiff purchased a new 2015 Hyundai Sonata from
6 Family Hyundai in Tinley Park, Illinois in or around July 2015. Plaintiff’s vehicle
7 has a traditional “insert-and-turn” steel key ignition system. On information and
8 belief, Plaintiff’s 2015 Hyundai Sonata is a Class Vehicle subject to the Theft Prone
9 Defect.

10 146. On information and belief, Family Hyundai is part of Hyundai’s
11 network of authorized dealers across the United States and is promoted on HMA’s
12 website, which includes an updated list of the dealership’s inventory.

13 147. Plaintiff purchased her Class Vehicle because she believed that the
14 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
15 Plaintiff reviewed and relied on numerous statements and representations about the
16 Class Vehicle’s safety, reliability, and quality. Because Defendants failed to
17 disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the Class
18 Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted the
19 Class Vehicle’s safety, reliability, and quality.

20 148. Plaintiff saw Hyundai television commercials that touted, among other
21 things, the safety, reliability, and quality of Hyundai-branded vehicles.

22 149. Plaintiff purchased the car primarily for personal, family, and
23 household purposes in that this was not purchased on behalf of a business and was
24 not titled in a business’ name. It was Plaintiff’s only vehicle and she used it for all
25 her personal, family, and household transportation needs such as household errands.
26 Because it was Plaintiff’s only vehicle and Plaintiff used it for personal purposes,
27 she purchased it with personal funds and kept it at her residence.
28

1 150. Over the course of eight months, Plaintiff's Class Vehicle was stolen
2 and recovered three times. The first and second times it was stolen, the vehicle
3 sustained significant body damage totaling more than \$2,000 in repair costs each
4 time. The third time it was stolen, the vehicle sustained body damage totaling
5 nearly \$2,000, and the vehicle was used in the commission of a homicide. Each
6 time the vehicle was stolen while parked on a public street outside of Plaintiff's
7 residence. Each time the vehicle was stolen, the vehicle was fully locked. Plaintiff
8 filed police reports and insurance claims for each theft.

9 151. While Plaintiff's insurance covered the repair costs from these thefts,
10 she had to pay her \$500 deductible out of pocket each time.

11 152. Because of the Theft Prone Defect and these resulting thefts, Plaintiff's
12 insurance premium increased twice and now her insurer is terminating her policy.

13 153. Even worse, each theft and repair period prevented Plaintiff from
14 performing her duties with the Illinois Department of Children and Family
15 Services, which requires significant driving. She was unable to drive her car for
16 nearly two months, collectively.

17 154. Plaintiff also incurred other out-of-pocket expenses following the theft
18 of her Class Vehicle, including the taxes for her rental car.

19 155. Plaintiff experienced inconvenience and emotional distress related to
20 the Theft Prone Defect.

21 156. At no point before Plaintiff purchased her vehicle did Hyundai
22 disclose that it suffered from the Theft Prone Defect, which renders it highly
23 susceptible and predisposed to theft by experienced and amateur thieves, and which
24 makes it a prime target to be used as instrumentalities through which thieves engage
25 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
26 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
27 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
28 Plaintiff would have learned of the concealed information through, for example, the

1 advertising channels described above or through discussions with the salesperson at
2 Family Hyundai.

3 157. Plaintiff suffered an ascertainable loss as a result of Defendants'
4 wrongful conduct associated with the Theft Prone Defect.

5 158. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
6 a vehicle that is of a lesser standard, grade, and quality than represented, and she
7 did not receive a vehicle that met ordinary and reasonable consumer expectations
8 regarding quality design, and safe and reliable operation. The Theft Prone Defect
9 has significantly diminished the value of Plaintiff's Class Vehicle.

10 159. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
11 have purchased her Class Vehicle, or would have paid less to do so.

12 160. Plaintiff Edith Bucio ("Plaintiff," for purposes of this section) is a
13 resident of Chicago, Illinois. Plaintiff purchased a new 2020 Hyundai Elantra from
14 World Hyundai Matteson in Matteson, Illinois in or around March 2020. Plaintiff's
15 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
16 and belief, Plaintiff's 2020 Hyundai Elantra is a Class Vehicle subject to the Theft
17 Prone Defect.

18 161. On information and belief, World Hyundai Matteson is part of
19 Hyundai's network of authorized dealers across the United States and is promoted
20 on HMA's website, which includes an updated list of the dealership's inventory.

21 162. Plaintiff purchased her Class Vehicle because she believed that the
22 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
23 Plaintiff reviewed and relied on numerous statements and representations about it,
24 including those made by the salesperson.

25 163. Plaintiff purchased the car primarily for personal, family, and
26 household purposes in that this was not purchased on behalf of a business and was
27 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
28 her personal, family, and household transportation needs such as household errands.

1 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
2 she purchased it with personal funds and kept it at her residence.

3 164. On or about January 14, 2023, Plaintiff's Class Vehicle was stolen.
4 The next day, Plaintiff was leaving for work when she discovered her car was
5 stolen. On realizing that her Class Vehicle was stolen, Plaintiff filed a police report
6 and insurance claim.

7 165. A few weeks later, Plaintiff's Class Vehicle was recovered, but it had
8 sustained significant damage. The steering wheel was broken, the underside was
9 damaged, the brakes required replacement, and it was dented all along its left side.

10 166. Plaintiff was also without her vehicle for several weeks before it was
11 recovered and then another week while it was at the mechanic for repairs.

12 167. While Plaintiff's insurance company initially agreed to cover her rental
13 car, it quickly concluded that she did not have coverage for the theft, and only paid
14 2-3 days of car rental. Plaintiff had to cover all other expenses and costs out of
15 pocket, including repair, rental, and towing.

16 168. Plaintiff experienced inconvenience and emotional distress related to
17 the Theft Prone Defect. Specifically, Plaintiff experienced stress during the time-
18 consuming process of dealing with her insurance. She needs a car to get to work
19 and had to scramble to find affordable rental cars. Additionally, for the three days
20 her insurance decided to cover her car rental, the car rental company was constantly
21 calling her and telling her that her insurance would not cover any rental fees. Due to
22 her lack of a vehicle, Plaintiff had to walk in the cold often, which aggravated her
23 asthma.

24 169. At no point before Plaintiff purchased her vehicle did Hyundai
25 disclose that it suffered from the Theft Prone Defect, which renders it highly
26 susceptible and predisposed to theft by experienced and amateur thieves, and which
27 makes it a prime target to be used as instrumentalities through which thieves engage
28 in reckless driving or other criminal activity. Indeed, Hyundai concealed the

1 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
2 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
3 Plaintiff would have learned of the concealed information through, for example, the
4 advertising channels described above or through discussions with the salesperson at
5 World Hyundai Matteson.

6 170. Plaintiff suffered an ascertainable loss due to Defendants' wrongful
7 conduct associated with the Theft Prone Defect.

8 171. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
9 a vehicle that is of a lesser standard, grade, and quality than represented, and she
10 did not receive a vehicle that met ordinary and reasonable consumer expectations
11 regarding quality design, and safe and reliable operation. The Theft Prone Defect
12 has significantly diminished the value of Plaintiff's Class Vehicle.

13 172. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
14 have purchased her Class Vehicle, or would have paid less to do so.

15 173. Plaintiff Matthew Pavonetti ("Plaintiff," for purposes of this section) is
16 a resident of Chicago, Illinois. Plaintiff purchased a new 2014 Hyundai Elantra SE
17 from Hyundai of Lincolnwood in Lincolnwood, Illinois in or around August 2014.
18 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
19 information and belief, Plaintiff's 2014 Hyundai Elantra is a Class Vehicle subject
20 to the Theft Prone Defect.

21 174. On information and belief, Hyundai of Lincolnwood is part of
22 Hyundai's network of authorized dealers across the United States and is promoted
23 on HMA's website, which includes an updated list of the dealership's inventory.

24 175. Plaintiff purchased his Class Vehicle because he believed that the
25 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
26 Plaintiff reviewed and relied on numerous statements and representations about it.

27 176. Plaintiff visited the Hyundai website and reviewed representations
28 about the Class Vehicle's safety, reliability, and quality. Because Defendants failed

1 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the
2 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
3 the Class Vehicle's safety, reliability, and quality.

4 177. Plaintiff saw Hyundai television commercials that touted, among other
5 things, the safety, reliability, and quality of Hyundai-branded vehicles.

6 178. On or about September 27, 2022, Plaintiff's Class Vehicle was stolen.

7 179. Approximately one week later, Plaintiff found his Class Vehicle on the
8 city's tow list. The vehicle had the following damage: a broken passenger rear
9 window which caused weather damage to the interior, a torn steering column, a
10 destroyed ignition column, a broken passenger-side mirror, and extensive body
11 damage from a collision.

12 180. Because Plaintiff was uninsured against theft or damage, he incurred
13 approximately \$700 in repair costs.

14 181. Plaintiff incurred significant out-of-pocket expenses following the
15 theft of his Class Vehicle. Specifically, in addition to the \$700 already spent on
16 repairs, Plaintiff will need to spend \$3500 more to return his Class Vehicle to its
17 pre-theft condition. He also incurred \$100 in transportation costs due to the theft.

18 182. Plaintiff experienced inconvenience and emotional distress related to
19 the Theft Prone Defect. Plaintiff has experienced frustration, anxiety and
20 inconvenience due to the theft of his Class Vehicle because he did not have a
21 personal vehicle for approximately thirty days, and it is still not completely
22 repaired. He has lost many hours searching for his Class Vehicle when it was
23 missing and subsequently dealing with the body shop regarding repairs to his Class
24 Vehicle, adding to his frustration and distress. Additionally, during the time his
25 Class Vehicle was missing, Plaintiff received 14 traffic tickets after his Class
26 Vehicle was identified 14 times on various red-light cameras and speed cameras
27 throughout Cook County, Illinois. Plaintiff had to take many hours off work to
28

1 attend court appearances which was a tremendous inconvenience and compounded
2 his frustration and distress.

3 183. Plaintiff purchased the Class Vehicle primarily for personal, family,
4 and household purposes in that this was not purchased on behalf of a business and
5 was not titled in a business' name. It was Plaintiff's only vehicle and he used it for
6 all his personal, family, and household transportation needs such as household
7 errands. Because it was Plaintiff's only vehicle and Plaintiff used it for personal
8 purposes, he purchased it with personal funds and kept it at his residence.

9 184. At no point before Plaintiff purchased his Class Vehicle did Hyundai
10 disclose that it suffered from the Theft Prone Defect, which renders it highly
11 susceptible and predisposed to theft by experienced and amateur thieves, and which
12 makes it a prime target to be used as instrumentalities through which thieves engage
13 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
14 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
15 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
16 Plaintiff would have learned of the concealed information through, for example, the
17 advertising channels described above or through discussions with the salesperson at
18 Hyundai of Lincolnwood.

19 185. Plaintiff suffered an ascertainable loss as a result of Defendants'
20 wrongful conduct associated with the Theft Prone Defect.

21 186. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
22 vehicle that is of a lesser standard, grade, and quality than represented, and he did
23 not receive a vehicle that met ordinary and reasonable consumer expectations
24 regarding quality design, and safe and reliable operation. The Theft Prone Defect
25 has significantly diminished the value of Plaintiff's Class Vehicle.

26 187. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
27 have purchased his Class Vehicle, or would have paid less to do so.
28

1 188. Plaintiff Jason Reyes (“Plaintiff,” for purposes of this section) is a
2 resident of Chicago, Illinois. Plaintiff purchased a new 2021 Hyundai Venue SEL
3 from Gurnee Hyundai in Gurnee, Illinois on or around May 24, 2021. Plaintiff’s
4 vehicle has a traditional “insert-and-turn” steel key ignition system. On information
5 and belief, Plaintiff’s 2021 Hyundai Venue is a Class Vehicle subject to the Theft
6 Prone Defect.

7 189. On information and belief, Gurnee Hyundai is part of Hyundai’s
8 network of authorized dealers across the United States and is promoted on HMA’s
9 website, which includes an updated list of the dealership’s inventory.

10 190. Plaintiff purchased his Class Vehicle because he believed that the
11 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
12 Plaintiff reviewed and relied on numerous statements and representations about it.

13 191. Plaintiff visited the Hyundai website and reviewed representations
14 about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed
15 to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the
16 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
17 the Class Vehicle’s safety, reliability, and quality.

18 192. Plaintiff saw Hyundai television commercials that touted, among other
19 things, the safety, reliability, and quality of Hyundai-branded vehicles.

20 193. Plaintiff saw an increase in his Class Vehicle’s annual insurance
21 premium from his initial agreement in 2021. He expects the cost to rise again
22 during the 2023 renewal period.

23 194. Plaintiff experienced inconvenience and emotional distress related to
24 the Theft Prone Defect. Plaintiff experiences sleep deprivation and added stress due
25 to concerns that his Class Vehicle could be stolen if he should happen to leave it
26 alone at the grocery store, mall, or anywhere else alone for longer than ten minutes
27 while running errands. Plaintiff’s anxiety about his defective Class Vehicle causes
28 headaches, mood changes, and a lack of energy throughout his workdays. Plaintiff

1 has stopped using his Class Vehicle at night due to fears that his Class Vehicle may
2 be stolen or attempted to be stolen. To socialize with his friends, he is forced to
3 limit his activities to those who have their own cars and can offer him a ride.

4 195. At no point before Plaintiff purchased his vehicle did Hyundai disclose
5 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
6 predisposed to theft by experienced and amateur thieves, and which makes it a
7 prime target to be used as instrumentalities through which thieves engage in
8 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
9 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
10 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
11 learned of the concealed information through, for example, the advertising channels
12 described above or through discussions with the salesperson at Gurnee Hyundai.

13 196. Plaintiff suffered an ascertainable loss as a result of Defendants'
14 wrongful conduct associated with the Theft Prone Defect.

15 197. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
16 vehicle that is of a lesser standard, grade, and quality than represented, and he did
17 not receive a vehicle that met ordinary and reasonable consumer expectations
18 regarding quality design, and safe and reliable operation. The Theft Prone Defect
19 has significantly diminished the value of Plaintiff's Class Vehicle.

20 198. Plaintiff purchased the car primarily for personal, family, and
21 household purposes in that this was not purchased on behalf of a business and was
22 not titled in a business' name. It was Plaintiff's only vehicle and he used it for all
23 his personal, family, and household transportation needs such as household errands.
24 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
25 he purchased it with personal funds and kept it at his residence.

26 199. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
27 have purchased his Class Vehicle or would have paid less to do so.
28

7. Iowa Plaintiffs

200. Plaintiff Ann Brady (“Plaintiff,” for purposes of this section) is a resident of Des Moines, Iowa. Plaintiff purchased a new 2019 Hyundai Tucson SE from Stew Hansen Hyundai in Clive, Iowa in or around July 2019. Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On information and belief, Plaintiff’s 2019 Hyundai Tucson SE is a Class Vehicle subject to the Theft Prone Defect.

201. On information and belief, Stew Hansen Hyundai is part of Hyundai’s network of authorized dealers across the United States and is promoted on HMA’s website, which includes an updated list of the dealership’s inventory.

202. Plaintiff purchased her Class Vehicle because she believed that the vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle, Plaintiff reviewed and relied on numerous statements and representations about it.

203. Plaintiff purchased the Class Vehicle primarily for personal, family, and household use in that this was not purchased by or on behalf of a business and was not titled in a business’ name. It was used primarily for transportation needs such as household errands and to drive to and from work. The vehicle was bought with personal funds and kept at the apartment complex where Plaintiff lived.

204. Plaintiff saw Hyundai television commercials that touted, among other things, the safety, reliability, and quality of Hyundai-branded vehicles.

205. In or around July 2022, Plaintiff’s Class Vehicle was stolen while visiting Milwaukee, Wisconsin for a conference. On realizing that her Class Vehicle was stolen, Plaintiff filed a police report and then later an insurance claim.

206. The Class Vehicle was recovered by the Milwaukee Police Department three days after the theft and was severely damaged. The Class Vehicle’s rear passenger and windshield were shattered, the axel and steering column were damaged, and the front driver’s tire had been replaced with the spare, which was

1 now bald, flat, and had a damaged rim. Plaintiff's insurer declared the Class
2 Vehicle a total loss.

3 207. While Plaintiff's insurer paid her for the total loss of the vehicle, she
4 was forced to pay the policy's \$500 deductible out of pocket.

5 208. Plaintiff also incurred other out-of-pocket expenses following the theft
6 of her Class Vehicle. Specifically, Plaintiff's insurer only partially covered the cost
7 of her rental vehicle, and she had to pay out of pocket for the remainder. She also
8 had personal property stolen from her Class Vehicle that was not covered by her
9 insurer. The value of the personal property was approximately \$500.

10 209. Plaintiff experienced inconvenience and emotional distress related to
11 the Theft Prone Defect. Because she was out of town when the car was stolen, she
12 had to find transportation home with a co-worker. Purchasing a replacement vehicle
13 was very time consuming due to a lack of available inventory.

14 210. At no point before Plaintiff purchased her vehicle did Hyundai
15 disclose that it suffered from the Theft Prone Defect, which renders it highly
16 susceptible and predisposed to theft by experienced and amateur thieves, and which
17 makes it a prime target to be used as instrumentalities through which thieves engage
18 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
19 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
20 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
21 Plaintiff would have learned of the concealed information through, for example, the
22 advertising channels described above or through discussions with the salesperson at
23 Stew Hansen Hyundai.

24 211. Plaintiff suffered an ascertainable loss as a result of Defendants'
25 wrongful conduct associated with the Theft Prone Defect.

26 212. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
27 a vehicle that is of a lesser standard, grade, and quality than represented, and she
28 did not receive a vehicle that met ordinary and reasonable consumer expectations

1 regarding quality design, and safe and reliable operation. The Theft Prone Defect
2 has significantly diminished the value of Plaintiff's Class Vehicle.

3 213. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
4 have purchased her Class Vehicle, or would have paid less to do so.

5 214. Plaintiff Mark Thompson ("Plaintiff," for purposes of this section) is a
6 resident of Council Bluffs, Iowa. Plaintiff purchased a used 2016 Hyundai Tucson
7 SE from Edwards Hyundai in Council Bluffs, Iowa in or around October 2020.
8 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
9 information and belief, Plaintiff's 2016 Hyundai Tucson SE is a Class Vehicle
10 subject to the Theft Prone Defect.

11 215. On information and belief, Edwards Hyundai is part of Hyundai's
12 network of authorized dealers across the United States and is promoted on HMA's
13 website, which includes an updated list of the dealership's inventory.

14 216. Plaintiff purchased his Class Vehicle because he believed that the
15 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
16 Plaintiff reviewed and relied on numerous statements and representations about it.

17 217. Plaintiff purchased the Class Vehicle primarily for personal, family,
18 and household use in that this was not purchased by or on behalf of a business and
19 was not titled in a business' name. It was used primarily for transportation needs
20 such as household errands, to go to the grocery store and to drive to and from work.
21 The vehicle was bought and is being paid for with personal funds and is kept at
22 Plaintiff's residence.

23 218. Plaintiff visited the Hyundai website and reviewed representations
24 about the Class Vehicle's safety, reliability, and quality. Because Defendants failed
25 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the
26 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
27 the Class Vehicle's safety, reliability, and quality.
28

1 219. Plaintiff saw Hyundai television commercials that touted, among other
2 things, the safety, reliability, and quality of Hyundai-branded vehicles.

3 220. Currently, Plaintiff is unable to fully insure the vehicle because of the
4 Theft Prone Defect. To insure it fully, he was informed by his insurance company
5 that he must buy and install a security kit valued at approximately \$1,099. He
6 cannot afford to do so right now.

7 221. Because his Class Vehicle is not fully insured, Plaintiff incurred and is
8 incurring significant out-of-pocket expenses for alternative transportation such as
9 public transportation, ride share, and rides from friends and family.

10 222. At no point before Plaintiff purchased his Class Vehicle did Hyundai
11 disclose that it suffered from the Theft Prone Defect, which renders it highly
12 susceptible and predisposed to theft by experienced and amateur thieves, and which
13 makes it a prime target to be used as instrumentalities through which thieves engage
14 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
15 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
16 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
17 Plaintiff would have learned of the concealed information through, for example, the
18 advertising channels described above or through discussions with the salesperson at
19 Edwards Hyundai.

20 223. Plaintiff suffered an ascertainable loss as a result of Defendants'
21 wrongful conduct associated with the Theft Prone Defect.

22 224. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
23 vehicle that is of a lesser standard, grade, and quality than represented, and he did
24 not receive a vehicle that met ordinary and reasonable consumer expectations
25 regarding quality design, and safe and reliable operation. The Theft Prone Defect
26 has significantly diminished the value of Plaintiff's Class Vehicle.

27 225. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
28 have purchased his Class Vehicle, or would have paid less to do so.

8. Louisiana Plaintiffs

226. Plaintiff Renee Ledet (“Plaintiff,” for purposes of this section) is a resident of New Orleans, Louisiana. Plaintiff purchased a used 2016 Hyundai Sonata from Terrebonne Ford in Houma, Louisiana, in or around September 2016. Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On information and belief, Plaintiff’s 2016 Hyundai Sonata is a Class Vehicle subject to the Theft Prone Defect.

227. On information and belief, Plaintiff purchased her Class Vehicle because she believed that the vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle, Plaintiff reviewed and relied on numerous statements and representations about it.

228. Plaintiff visited the Hyundai website and reviewed representations about the Class Vehicle’s safety, reliability, and quality. Plaintiff reviewed safety ratings available online that indicated that the Class Vehicle was a safe, reliable and quality automobile. Because Defendants failed to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted the Class Vehicle’s safety, reliability, and quality.

229. Plaintiff heard and saw television commercials that touted, among other things, the safety, reliability, and quality of Hyundai-branded vehicles.

230. Plaintiff purchased the Class Vehicle primarily for personal, family, and household purposes in that this was not purchased on behalf of a business and was not titled in a business’ name. It was Plaintiff’s only vehicle and she used it for all her personal, family, and household transportation needs such as household errands. Because it was Plaintiff’s only vehicle and Plaintiff used it for personal purposes, she purchased it with personal funds and kept it at her residence.

231. On or about December 25, 2022, Plaintiff’s Class Vehicle was stolen from the driveway at Plaintiff’s home. On December 26, 2022, the New Orleans

1 Police Department came to Plaintiff's home and informed her that they had
2 recovered her vehicle and that it was being investigated as part of a homicide
3 investigation.

4 232. On or about December 26, 2022, Plaintiff was informed that her Class
5 Vehicle was being released by the New Orleans Police Department. After receiving
6 the vehicle back, Plaintiff found it had sustained severe damage. The Class
7 Vehicle's steering column and side mirrors were damaged and multiple windows
8 were shattered.

9 233. Because Plaintiff was uninsured against theft when her Class Vehicle
10 was stolen, she was unable to afford the cost to repair the vehicle. Also, because the
11 Class Vehicle was possibly used to commit a homicide, Plaintiff did not feel safe in
12 continuing to drive the Class Vehicle for fear of retaliation. However, as the Class
13 Vehicle was not yet paid off, she continues to make payments on it.

14 234. Since Plaintiff's six-month policy term ended in December 2022,
15 Plaintiff has also been unable to fully insure the vehicle because of the Theft Prone
16 Defect. The few insurers she found willing to insure it offered policies that are too
17 expensive. At the time the Class Vehicle was stolen the car was not being driven by
18 Plaintiff because she could not afford the insurance premiums.

19 235. Plaintiff incurred other significant out-of-pocket expenses following
20 the theft of her Class Vehicle. Specifically, Plaintiff paid for a rental vehicle, as
21 well as alternative transportation such as ride shares and rides from friends and
22 family. She paid out of pocket to purchase an anti-theft device for her Class
23 Vehicle.

24 236. Plaintiff experienced inconvenience and emotional distress related to
25 the Theft Prone Defect. In addition to the constant inconvenience of not having a
26 vehicle for personal use, Plaintiff has experienced the fear of potential retaliation
27 based upon a mistaken belief that she was involved in any crime that was
28 committed using her vehicle.

1 237. At no point before Plaintiff purchased her vehicle did Hyundai
2 disclose that it suffered from the Theft Prone Defect, which renders it highly
3 susceptible and predisposed to theft by experienced and amateur thieves, and which
4 makes it a prime target to be used as instrumentalities through which thieves engage
5 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
6 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
7 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
8 Plaintiff would have learned of the concealed information through, for example, the
9 advertising channels described above.

10 238. Plaintiff suffered an ascertainable loss as a result of Defendants’
11 wrongful conduct associated with the Theft Prone Defect.

12 239. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
13 a vehicle that is of a lesser standard, grade, and quality than represented, and she
14 did not receive a vehicle that met ordinary and reasonable consumer expectations
15 regarding quality design, and safe and reliable operation. The Theft Prone Defect
16 has significantly diminished the value of Plaintiff’s Class Vehicle.

17 240. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
18 have purchased her Class Vehicle, or would have paid less to do so.

19 241. Plaintiff Ian Michael Scott (“Plaintiff,” for purposes of this section) is
20 a resident of New Orleans, Louisiana. Plaintiff purchased a used 2019 Hyundai
21 Sonata SE from Hyundai of Metairie in Metairie, Louisiana on or around December
22 23, 2020. Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition
23 system. On information and belief, Plaintiff’s 2019 Hyundai Sonata is a Class
24 Vehicle subject to the Theft Prone Defect.

25 242. On information and belief, Hyundai of Metairie is part of Hyundai’s
26 network of authorized dealers across the United States and is promoted on HMA’s
27 website, which includes an updated list of the dealership’s inventory.
28

1 243. Plaintiff purchased his Class Vehicle because he believed that the
2 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
3 Plaintiff reviewed and relied on numerous statements and representations about it.

4 244. Plaintiff visited Hyundai dealership websites and numerous car review
5 websites and reviewed representations about the Class Vehicle's safety, reliability,
6 and quality. Because Defendants failed to disclose the Theft Prone Defect,
7 Plaintiff's research did not uncover that the Class Vehicle was affected by the Theft
8 Prone Defect, and instead Hyundai touted the Class Vehicle's safety, reliability, and
9 quality.

10 245. Plaintiff's Class Vehicle was stolen twice. On or about July 25, 2022,
11 Plaintiff's Class Vehicle was stolen for the first time. On or about October 31,
12 2022, Plaintiff's Class Vehicle was stolen for the second time. On realizing that his
13 Class Vehicle was stolen, Plaintiff filed an insurance claim regarding both thefts.

14 246. After the first theft, on or about July 27, 2022, Plaintiff was informed
15 by police that his Class Vehicle was recovered. After receiving the vehicle back,
16 Plaintiff found it heavily damaged: the passenger side front window was broken,
17 there was left rear fender and roof body damage, the ignition was pulled out, and
18 there was likely damage to the transmission. After the second theft, on or about
19 November 12, 2022, the police called Plaintiff and told him his vehicle was
20 recovered. Plaintiff again found it heavily damaged: the passenger side front
21 window was broken, the ignition was ripped out, there was damage from cigarette
22 smoke and cigarette burns, as well as possible body damage.

23 247. While Plaintiff's insurance covered all the repair costs from the thefts,
24 he was forced to pay the policy's \$1,500 deductible out of pocket for each theft.

25 248. Plaintiff incurred significant out-of-pocket expenses following the
26 thefts of his Class Vehicle. Specifically, Plaintiff incurred the following expenses:
27 approximately \$400 to replace stolen personal property and \$2,466.53 in rental car
28 costs. Plaintiff also purchased a steering wheel lock for approximately \$50.

1 249. Plaintiff experienced inconvenience and emotional distress related to
2 the Theft Prone Defect. Since the thefts, Plaintiff suffers constant anxiety and bouts
3 of panic relating to his Class Vehicle and worries it could be stolen again.

4 250. At no point before Plaintiff purchased his vehicle did Hyundai disclose
5 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
6 predisposed to theft by experienced and amateur thieves, and which makes it a
7 prime target to be used as instrumentalities through which thieves engage in
8 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
9 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
10 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
11 learned of the concealed information through, for example, the advertising channels
12 described above or through discussions with the salesperson at Hyundai of
13 Metairie.

14 251. Plaintiff suffered an ascertainable loss as a result of Defendants'
15 wrongful conduct associated with the Theft Prone Defect.

16 252. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
17 vehicle that is of a lesser standard, grade, and quality than represented, and he did
18 not receive a vehicle that met ordinary and reasonable consumer expectations
19 regarding quality design, and safe and reliable operation. The Theft Prone Defect
20 has significantly diminished the value of Plaintiff's Class Vehicle.

21 253. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
22 have purchased his Class Vehicle, or would have paid less to do so.

23 **9. Maryland Plaintiffs**

24 254. Plaintiff Irene Beach ("Plaintiff," for purposes of this section) is a
25 resident of Landover, Maryland. Plaintiff leased a new 2021 Hyundai Elantra SE
26 from Pohanka Hyundai in Capitol Heights, Maryland in or around April 2021.
27 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
28

1 information and belief, Plaintiff's 2021 Hyundai Elantra is a Class Vehicle subject
2 to the Theft Prone Defect.

3 255. On information and belief, Pohanka Hyundai is part of Hyundai's
4 network of authorized dealers across the United States and is promoted on HMA's
5 website, which includes an updated list of the dealership's inventory.

6 256. Plaintiff leased her Class Vehicle because she believed that the vehicle
7 was safe, reliable, and high quality. Before leasing the Class Vehicle, Plaintiff
8 reviewed and relied on numerous statements and representations about it.

9 257. Plaintiff visited the Hyundai website and reviewed representations
10 about the Class Vehicle's safety, reliability, and quality. Because Defendants failed
11 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the
12 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
13 the Class Vehicle's safety, reliability, and quality.

14 258. Plaintiff saw Hyundai television commercials that touted, among other
15 things, the safety, reliability, and quality of Hyundai-branded vehicles.

16 259. Plaintiff purchased her Class Vehicle primarily for personal, family,
17 and household use.

18 260. On or about March 13, 2023, Plaintiff's Class Vehicle was stolen. On
19 realizing that her Class Vehicle was stolen, Plaintiff filed a police report and
20 insurance claim.

21 261. On or about March 13, 2023, Plaintiff was informed by the police that
22 her Class Vehicle was recovered. After receiving the vehicle back, Plaintiff found it
23 with a broken window; damaged steering column; damaged and dirtied interior;
24 damaged, dented, and scratched exterior; and with damage to a front wheel.

25 262. While Plaintiff's insurance covered all the repair costs from the theft,
26 she was forced to pay the policy's \$1,000 deductible out of pocket.

27 263. Plaintiff incurred significant out-of-pocket expenses following the
28 theft of her Class Vehicle. Specifically, Plaintiff incurred personal property losses

1 in an amount of approximately \$2,500. The thieves took Plaintiff's car seat, booster
2 seat, shoes, and tools.

3 264. Plaintiff experienced inconvenience and emotional distress related to
4 the Theft Prone Defect. Plaintiff has experienced frustration, anxiety, and
5 inconvenience due to the theft of her Class Vehicle. She has additionally lost many
6 hours dealing with her insurance and the police.

7 265. At no point before Plaintiff leased her vehicle did Hyundai disclose
8 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
9 predisposed to theft by experienced and amateur thieves, and which makes it a
10 prime target to be used as instrumentalities through which thieves engage in
11 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
12 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
13 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
14 learned of the concealed information through, for example, the advertising channels
15 described above or through discussions with the salesperson at Pohanka Hyundai.

16 266. Plaintiff suffered an ascertainable loss as a result of Defendants'
17 wrongful conduct associated with the Theft Prone Defect.

18 267. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
19 a vehicle that is of a lesser standard, grade, and quality than represented, and she
20 did not receive a vehicle that met ordinary and reasonable consumer expectations
21 regarding quality design, and safe and reliable operation. The Theft Prone Defect
22 has significantly diminished the value of Plaintiff's Class Vehicle.

23 268. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
24 have purchased her Class Vehicle, or would have paid less to do so.

25 269. Plaintiff Leilani Cabrera ("Plaintiff," for purposes of this section) is a
26 resident of Bowie, Maryland. Plaintiff purchased a new 2018 Hyundai Elantra SE
27 from Ourisman Hyundai of Bowie in Bowie, Maryland in or around October 2018.
28 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On

1 information and belief, Plaintiff's 2018 Hyundai Elantra is a Class Vehicle subject
2 to the Theft Prone Defect.

3 270. On information and belief, Ourisman Hyundai of Bowie is part of
4 Hyundai's network of authorized dealers across the United States and is promoted
5 on HMA's website, which includes an updated list of the dealership's inventory.

6 271. Plaintiff purchased the car primarily for personal, family, and
7 household purposes in that this was not purchased on behalf of a business and was
8 not titled in a business' name. Plaintiff used the Class Vehicle for personal, family,
9 and household transportation needs such as household errands and going to and
10 from home to her job with the school district. Plaintiff purchased the Class Vehicle
11 with personal funds and kept it at her residence.

12 272. Plaintiff purchased her Class Vehicle because she believed that the
13 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
14 Plaintiff reviewed and relied on numerous statements and representations about it.
15 The sales representatives at Ourisman Hyundai represented to Plaintiff that it had a
16 quality anti-theft system, and that the system would be safe and reliable.

17 273. Plaintiff visited Hyundai's website and reviewed representations about
18 the Class Vehicle's safety, reliability, and quality. Because Defendants failed to
19 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
20 Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted the
21 Class Vehicle's safety, reliability, and quality.

22 274. Plaintiff saw Hyundai television commercials that touted, among other
23 things, the safety, reliability, and quality of Hyundai-branded vehicles.

24 275. On or about August 5, 2022, in the early hours of the morning,
25 Plaintiff's Class Vehicle was stolen from in front of her home. On realizing that her
26 Class Vehicle was stolen, Plaintiff filed a police report and later an insurance claim.

27 276. Several hours after it had been reported stolen, Plaintiff was informed
28 by Bowie Police Department that her Class Vehicle was recovered. After receiving

1 the vehicle back, Plaintiff found the Class Vehicle's steering column was damaged,
2 the driver's side window had been shattered, and it had various mechanical
3 problems.

4 277. While Plaintiff's insurance covered all the repair costs from the theft,
5 she was forced to pay the policy's \$500 deductible out of pocket.

6 278. Plaintiff's annual insurance premium has also increased following the
7 theft and insurance claim.

8 279. Plaintiff incurred other out-of-pocket expenses because of the theft.
9 Specifically, Plaintiff's insurer only partially covered the cost of her rental vehicle,
10 and she had to pay out of pocket for the remainder. Plaintiff also paid out of pocket
11 for an immobilizer for her Class Vehicle.

12 280. Plaintiff experienced inconvenience and emotional distress related to
13 the Theft Prone Defect. Plaintiff had recently started a new job and had to miss
14 substantial amounts of work due to the theft of her vehicle and that caused stress
15 and anxiety with respect to her new position.

16 281. At no point before Plaintiff purchased her vehicle did Hyundai
17 disclose that it suffered from the Theft Prone Defect, which renders it highly
18 susceptible and predisposed to theft by experienced and amateur thieves, and which
19 makes it a prime target to be used as instrumentalities through which thieves engage
20 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
21 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
22 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
23 Plaintiff would have learned of the concealed information through, for example, the
24 advertising channels described above or through discussions with the salesperson at
25 Ourisman Hyundai of Bowie.

26 282. Plaintiff suffered an ascertainable loss as a result of Defendants'
27 wrongful conduct associated with the Theft Prone Defect.
28

1 283. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
2 a vehicle that is of a lesser standard, grade, and quality than represented, and she
3 did not receive a vehicle that met ordinary and reasonable consumer expectations
4 regarding quality design, and safe and reliable operation. The Theft Prone Defect
5 has significantly diminished the value of Plaintiff's Class Vehicle.

6 284. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
7 have purchased her Class Vehicle, or would have paid less to do so.

8 **10. Michigan Plaintiffs**

9 285. Plaintiff John Dylan Burton ("Plaintiff," for purposes of this section) is
10 a resident of Lansing, Michigan. Plaintiff purchased a 2015 Hyundai Sonata SD
11 from Williams Hyundai in Lansing, Michigan on or around June 6, 2019. Plaintiff's
12 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
13 and belief, Plaintiff's 2015 Hyundai Sonata is a Class Vehicle subject to the Theft
14 Prone Defect.

15 286. On information and belief, Williams Hyundai is part of Hyundai's
16 network of authorized dealers across the United States and is promoted on HMA's
17 website, which includes an updated list of the dealership's inventory.

18 287. Plaintiff purchased his Class Vehicle because he believed that the
19 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
20 Plaintiff reviewed and relied on numerous statements and representations about it.

21 288. Plaintiff visited the Hyundai website and reviewed representations
22 about the Class Vehicle's safety, reliability, and quality. Because Defendants failed
23 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the
24 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
25 the Class Vehicle's safety, reliability, and quality.

26 289. Plaintiff saw Hyundai television commercials that touted, among other
27 things, the safety, reliability, and quality of Hyundai-branded vehicles.
28

1 290. Plaintiff's Class Vehicle was stolen twice. Plaintiff's Class Vehicle
2 was first stolen on or about July 1, 2022. Plaintiff's Class Vehicle was stolen for a
3 second time on or about August 16, 2022.

4 291. After the first theft, on or about July 5, 2022, Plaintiff was informed by
5 Lansing Police Department that his Class Vehicle was recovered. After the second
6 theft, on or about August 26, 2022, Plaintiff was informed by Lansing Police
7 Department that his Class Vehicle was recovered. After receiving the vehicle back
8 from the first theft, Plaintiff found the steering column damaged. After the second
9 theft, the Class Vehicle was involved in collisions causing extensive body damage
10 to the front and back of the Class Vehicle. The interior of the Class Vehicle was
11 also significantly damaged.

12 292. Because Plaintiff only had liability and not theft insurance, he incurred
13 significant expenses. After the first theft, Plaintiff incurred \$409 in towing costs
14 and \$2,132 in repairs. The damage to Plaintiff's Class Vehicle after the second theft
15 would cost more in repairs than the Class Vehicle was worth, and Plaintiff lost the
16 entire value of his Class Vehicle. He sold his Class Vehicle for scrap to a towing
17 company to pay for the \$485 towing fee.

18 293. Plaintiff incurred out-of-pocket expenses following the theft of his
19 Class Vehicle. Specifically, Plaintiff incurred public transportation expenses for one
20 month while his Class Vehicle was being repaired after the first theft. After the
21 second theft, he had to purchase a new vehicle.

22 294. Plaintiff experienced inconvenience and emotional distress related to
23 the Theft Prone Defect including but not limited to feelings of being unsafe even
24 today, difficulties in having the vehicle repaired at the Hyundai dealership and the
25 loss of important keepsakes that were gifts from his time living abroad. Plaintiff has
26 experienced frustration, anxiety and inconvenience due to the thefts of his Class
27 Vehicle. He has additionally lost many hours dealing with the body shop and
28

1 towing company. Plaintiff also had personal sentimental items stolen from his Class
2 Vehicles that were irreplaceable.

3 295. Plaintiff purchased the car primarily for personal, family, and
4 household purposes in that this was not purchased on behalf of a business and was
5 not titled in a business' name. It was Plaintiff's only vehicle and he used it for all
6 his personal, family, and household transportation needs such as household errands.
7 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
8 he purchased it with personal funds and kept it at his residence.

9 296. At no point before Plaintiff purchased his vehicle did Hyundai disclose
10 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
11 predisposed to theft by experienced and amateur thieves, and which makes it a
12 prime target to be used as instrumentalities through which thieves engage in
13 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
14 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
15 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
16 learned of the concealed information through, for example, the advertising channels
17 described above and through discussions with the salesperson at Williams Hyundai.

18 297. Plaintiff suffered an ascertainable loss as a result of Defendants'
19 wrongful conduct associated with the Theft Prone Defect.

20 298. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
21 vehicle that is of a lesser standard, grade, and quality than represented, and he did
22 not receive a vehicle that met ordinary and reasonable consumer expectations
23 regarding quality design, and safe and reliable operation. The Theft Prone Defect
24 has significantly diminished the value of Plaintiff's Class Vehicle.

25 299. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
26 have purchased his Class Vehicle, or would have paid less to do so.

27
28

11. Minnesota Plaintiff

300. Plaintiff Eric Bain (“Plaintiff,” for purposes of this section) is a resident of Minneapolis, Minnesota. Plaintiff purchased a used 2013 Hyundai Sonata SE from Inver Grove Hyundai in Inver Grove Heights, Minnesota on or around August 8, 2015. Plaintiff also purchased a used 2017 Hyundai Santa Fe SE from Luther Bloomington Hyundai in Bloomington, Minnesota in or about December 2017. Each of Plaintiff’s vehicles had a traditional “insert-and-turn” steel key. On information and belief, Plaintiff’s 2013 Hyundai Sonata and 2017 Hyundai Santa Fe are Class Vehicles subject to the Theft Prone Defect.

301. On information and belief, Inver Grove Hyundai is part of Hyundai’s network of authorized dealers across the United States and is promoted on HMA’s website, which includes an updated list of the dealership’s inventory. On information and belief, Luther Bloomington Hyundai is also a part of Hyundai’s network of authorized dealers across the United States and is promoted on HMA’s website, which includes an updated list of the dealership’s inventory.

302. Plaintiff purchased the Class Vehicles for personal, family and household use. The Class Vehicles were used for family errands, driving children to and from school, and driving to and from work. The Class Vehicles were titled in Plaintiff’s name and were not titled in the name of a business. The Class Vehicles were kept at Plaintiff’s residence.

303. Plaintiff purchased his Class Vehicles because he believed that the vehicles were safe, reliable, and high quality. Before purchasing the Class Vehicles, Plaintiff reviewed and relied on numerous statements and representations about them and Hyundai-branded vehicles. Plaintiff spoke with sales representatives at both Inver Grove Hyundai and Luther Bloomington Hyundai prior to purchasing the Class Vehicles. Sales representatives of both dealerships represented the Class Vehicles as safe, reliable, quality vehicles.

1 304. Plaintiff visited the Hyundai website and reviewed online
2 representations about the Class Vehicles' safety, reliability, and quality. Because
3 Defendants failed to disclose the Theft Prone Defect, Plaintiff's research did not
4 uncover that the Class Vehicles were affected by the Theft Prone Defect, and
5 instead Hyundai touted the Class Vehicles' safety, reliability, and quality.

6 305. Plaintiff saw Hyundai television commercials and print advertisements
7 that touted, among other things, the safety, reliability, and quality of Hyundai-
8 branded vehicles. Plaintiff also received voluminous advertising and promotional
9 materials from Hyundai because of his purchase of the 2013 Hyundai Sonata Class
10 Vehicle.

11 306. On or about October 22, 2022, Plaintiff's 2013 Hyundai Sonata Class
12 Vehicle was stolen. On realizing that this Class Vehicle was stolen, Plaintiff filed a
13 police report and insurance claim.

14 307. On or about October 24, 2022, two days after the theft, Plaintiff was
15 informed that his Class Vehicle was recovered a few blocks from Plaintiff's house.
16 After receiving the vehicle back, Plaintiff found it significantly damaged. The 2013
17 Hyundai Sonata Class Vehicle had extensive damage to the steering column and the
18 driver's door. The vehicle was towed to a Hyundai dealership.

19 308. While Plaintiff's insurance covered all the repair costs from the theft,
20 he was forced to pay the policy's \$1,000 deductible out-of-pocket.

21 309. Plaintiff also has been informed that his insurance may be cancelled
22 and/or that his premiums may increase when the time for the insurance renewal
23 arrives.

24 310. Plaintiff incurred out-of-pocket expenses following the theft of his
25 Class Vehicle. Specifically, Plaintiff incurred the following expenses: rental car
26 costs, the cost to obtain two steering wheel locks at a cost of \$30 each, and Uber
27 and Lyft ride fees during the time he was without the 2013 Hyundai Sonata Class
28 Vehicle.

1 311. Plaintiff experienced inconvenience and emotional distress related to
2 the Theft Prone Defect. Plaintiff obtained video of the 2013 Hyundai Sonata Class
3 Vehicle being stolen from his driveway, which exacerbated his feelings of being
4 violated. He also had to deal with the stress of working with police and insurance
5 companies regarding the theft. Plaintiff experienced tremendous inconvenience to
6 his family's schedule during the more than four months it took to complete repairs
7 due to lack of parts availability.

8 312. At no point before Plaintiff purchased his vehicles did Hyundai
9 disclose that it suffered from the Theft Prone Defect, which renders it highly
10 susceptible and predisposed to theft by experienced and amateur thieves, and which
11 makes it a prime target to be used as instrumentalities through which thieves engage
12 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
13 existence of the Theft Prone Defect from consumers like Plaintiff. Had Defendants
14 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
15 Plaintiff would have learned of the concealed information through, for example, the
16 advertising channels described above and through discussions with salespersons at
17 the dealership.

18 313. Plaintiff suffered an ascertainable loss as a result of Defendants'
19 wrongful conduct associated with the Theft Prone Defect.

20 314. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased
21 vehicles that are of a lesser standard, grade, and quality than represented, and he did
22 not receive vehicles that met ordinary and reasonable consumer expectations
23 regarding quality design, and safe and reliable operation. The Theft Prone Defect
24 has significantly diminished the value of Plaintiff's Class Vehicles.

25 315. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
26 have purchased his Class Vehicles, or would have paid less to do so.

27
28

12. Missouri Plaintiffs

316. Plaintiff Steven Hufford (“Plaintiff,” for purposes of this section) is a resident of Arnold, Missouri. Plaintiff purchased a new 2021 Hyundai Venue SEL from Dean Team Hyundai in Baldwin, Missouri on or around April 30, 2021. Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system OR push start ignition. On information and belief, Plaintiff’s 2021 Hyundai Venue is a Class Vehicle subject to the Theft Prone Defect.

317. On information and belief, Dean Team Hyundai is part of Hyundai’s network of authorized dealers across the United States and is promoted on Hyundai’s website, which includes an updated list of the dealership’s inventory.

318. Plaintiff purchased his Class Vehicle because he believed that the vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle, Plaintiff reviewed and relied on numerous statements and representations about it.

319. Plaintiff visited the Hyundai website and reviewed representations about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted the Class Vehicle’s safety, reliability, and quality.

320. Plaintiff saw Hyundai television commercials that touted, among other things, the safety, reliability, and quality of Hyundai-branded vehicles.

321. At no point before Plaintiff purchased his vehicle did Hyundai disclose that it suffered from the Theft Prone Defect, which renders it highly susceptible and predisposed to theft by experienced and amateur thieves, and which makes it a prime target to be used as instrumentalities through which thieves engage in reckless driving or other criminal activity. Indeed, Hyundai concealed the existence of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have learned of the concealed information through, for example, the advertising channels

1 described above or through discussions with the salesperson at Dean Team
2 Hyundai.

3 322. Plaintiff suffered an ascertainable loss as a result of Defendants'
4 wrongful conduct associated with the Theft Prone Defect.

5 323. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
6 vehicle that is of a lesser standard, grade, and quality than represented, and he did
7 not receive a vehicle that met ordinary and reasonable consumer expectations
8 regarding quality design, and safe and reliable operation. The Theft Prone Defect
9 has significantly diminished the value of Plaintiff's Class Vehicle.

10 324. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
11 have purchased his Class Vehicle, or would have paid less to do so.

12 325. Plaintiff Talysia Ruff ("Plaintiff," for purposes of this section) is a
13 resident of St. Louis, Missouri. Plaintiff purchased a new 2020 Hyundai Accent SE
14 from Napleton Hyundai in Hazelwood, Missouri in or around March 27, 2020.
15 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
16 information and belief, Plaintiff's 2020 Hyundai Accent is a Class Vehicle subject
17 to the Theft Prone Defect.

18 326. On information and belief, Napleton Hyundai is part of Hyundai
19 network of authorized dealers across the United States and is promoted on HMA
20 website, which includes an updated list of the dealership's inventory.

21 327. Plaintiff purchased her Class Vehicle because she believed that the
22 vehicle was safe and reliable. Before purchasing the Class Vehicle, Plaintiff
23 reviewed and relied on numerous statements and representations about it.

24 328. Plaintiff heard Hyundai radio advertisements that touted, among other
25 things, the safety and reliability of Hyundai-branded vehicles.

26 329. On or about August 22, 2022, Plaintiff's Class Vehicle was broken
27 into. On realizing that her Class Vehicle was broken into, Plaintiff filed a police
28 report and insurance claim.

1 330. On or about the end of October 2022, Plaintiff's Class Vehicle was
2 stolen. On realizing that her Class Vehicle was stolen, Plaintiff filed a police report
3 and insurance claim.

4 331. The next day, Plaintiff was informed by police that her Class Vehicle
5 was recovered. After receiving the vehicle back, Plaintiff found it with the window
6 broken, the ignition damaged, and the car was not drivable.

7 332. While Plaintiff's insurance covered all of the repair costs from the
8 break in and theft, she was forced to pay two deductibles totaling \$600 out of
9 pocket.

10 333. Plaintiff incurred out-of-pocket expenses following the theft of her
11 Class Vehicle. Specifically, Plaintiff incurred the following expenses: Uber rides in
12 the amount of \$30-\$40 a day to replace transportation in August 2022 and then
13 again from December 2022 to March 2023, as well as lost income due to missed
14 days of works caused by lost transportation.

15 334. Plaintiff experienced inconvenience and emotional distress related to
16 the Theft Prone Defect and the theft of her Class Vehicle. Specifically, she always
17 prided herself on being a good worker. Yet, because her insurance only covered 45
18 days of rental fees, and because she was without her car from October 2022 to
19 March 2023 (due to the high number of thefts, replacement parts were not readily
20 available), she was forced to miss several days of work. This is because on certain
21 days, either the Uber rates were too high, or no local driver was available. She felt
22 ashamed because she felt like she was no longer a dependable worker. She also felt
23 like her life was on hold or frozen during this time, as it became hard to travel
24 anywhere. Her grandmother was not mobile, and Plaintiff was one of the few
25 people who visited her and took care of her. She felt terrible that she could no
26 longer hold her near enough. Even today, she has anxiety. She wakes up in the
27 middle of the night to check if her car is still where she left it. Each time her dog
28 barks she panics that her car is being broken into yet again.

1 335. Plaintiff purchased the car primarily for personal, family, and
2 household purposes in that this was not purchased on behalf of a business and was
3 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
4 her personal, family, and household transportation needs such as household errands.
5 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
6 she purchased it with personal funds and kept it at her residence.

7 336. At no point before Plaintiff purchased her vehicle did Hyundai
8 disclose that it suffered from the Theft Prone Defect, which renders it highly
9 susceptible and predisposed to theft by experienced and amateur thieves, and which
10 makes it a prime target to be used as instrumentalities through which thieves engage
11 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
12 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
13 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
14 Plaintiff would have learned of the concealed information through, for example, the
15 advertising channels described above or through discussions with the salesperson at
16 Napleton Hyundai.

17 337. Plaintiff suffered an ascertainable loss as a result of Defendants'
18 wrongful conduct associated with the Theft Prone Defect.

19 338. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
20 a vehicle that is of a lesser standard, grade, and quality than represented, and she
21 did not receive a vehicle that met ordinary and reasonable consumer expectations
22 regarding quality design, and safe and reliable operation. The Theft Prone Defect
23 has significantly diminished the value of Plaintiff's Class Vehicle.

24 339. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
25 have purchased her Class Vehicle, or would have paid less to do so.

26 340. Plaintiff Tyler McGill ("Plaintiff," for purposes of this section) is a
27 resident of St. Louis, Missouri. Plaintiff purchased a used 2015 Hyundai Sonata
28 Sport from Suntrup Hyundai in St. Louis, Missouri on or around February 20, 2017.

1 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
2 information and belief, Plaintiff's 2015 Hyundai Sonata is a Class Vehicle subject
3 to the Theft Prone Defect.

4 341. On information and belief, Suntrup Hyundai is part of Hyundai's
5 network of authorized dealers across the United States and is promoted on HMA
6 website, which includes an updated list of the dealership's inventory.

7 342. Plaintiff purchased his Class Vehicle because he believed that the
8 vehicle was safe, reliable, and high quality. Before purchased the Class Vehicle,
9 Plaintiff reviewed and relied on numerous statements and representations about it
10 and Hyundai-branded Vehicles.

11 343. Plaintiff saw television commercials and heard radio advertisements
12 from Suntrup Hyundai that touted, among other things, the safety, reliability, and
13 quality of Hyundai-branded vehicles.

14 344. On or about April 16, 2022, Plaintiff's Class Vehicle was stolen. On
15 realizing that his Class Vehicle was stolen, Plaintiff filed a police report.

16 345. On the next day, at 2:30 in the morning, Plaintiff was informed by the
17 St. Louis Police Department that his Class Vehicle was recovered. The vehicle had
18 been crashed and was considered totaled.

19 346. Plaintiff suffered insurance-related damages in that his insurance
20 premium increased by \$43 per month.

21 347. Because Plaintiff was uninsured against theft, he incurred a total loss
22 of the value of the vehicle.

23 348. Plaintiff incurred significant out-of-pocket expenses following the
24 theft of his Class Vehicle. Specifically, Plaintiff incurred the following expenses:
25 total loss of the value of the vehicle, towing fee in the amount of \$149, costs to
26 replace the vehicle, and lost wages from missing work for two weeks, in the amount
27 of \$1,230 per week.
28

1 349. Plaintiff experienced inconvenience and emotional distress related to
2 the Theft Prone Defect and the theft of his Class Vehicle. Specifically, he was
3 inside a gas station with the keys when it was stolen from the pump. He returned
4 from inside to see his car gone and shattered glass in its place. He had just picked
5 up his friend from the airport, and his friend lost nine bags of luggage. That night,
6 he was awoken at 2:30am by a call from police that his car had been recovered. He
7 had to then go into a dangerous part of town in the middle of the night, and when he
8 arrived his car was covered in blood. It was clear to him someone's head had gone
9 through the windshield. He had the car towed to his house, and discovered the
10 inside was also covered in blood, as well as white powder, and an arm-cast had
11 been cutoff someone's arm and left in his car. Knowing his car was involved in
12 violence and having to retrieve it from a dangerous part of town in the middle of the
13 night caused emotional distress. Plaintiff was also significantly inconvenienced
14 because at the time this was the only working car he and his spouse had; thanks to
15 the Theft Prone Defect, the two of them were suddenly without a car.

16 350. At no point before Plaintiff purchased his vehicle did Hyundai disclose
17 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
18 predisposed to theft by experienced and amateur thieves, and which makes it a
19 prime target to be used as instrumentalities through which thieves engage in
20 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
21 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
22 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
23 learned of the concealed information through, for example, the advertising channels
24 described.

25 351. Plaintiff purchased the car primarily for personal, family, and
26 household purposes in that this was not purchased on behalf of a business, was not
27 titled in a business' name. It was his only vehicle and he used it for all his personal,
28 family, and household transportation needs such as household errands. Because it

1 was his only vehicle and he used it for personal purposes, he purchased it with
2 personal funds and kept it at his residence.

3 352. Plaintiff suffered an ascertainable loss as a result of Defendants'
4 wrongful conduct associated with the Theft Prone Defect.

5 353. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
6 vehicle that is of a lesser standard, grade, and quality than represented, and he did
7 not receive a vehicle that met ordinary and reasonable consumer expectations
8 regarding quality design, and safe and reliable operation. The Theft Prone Defect
9 has significantly diminished the value of Plaintiff's Class Vehicle.

10 354. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
11 have purchased his Class Vehicle, or would have paid less to do so.

12 **13. New Mexico Plaintiff**

13 355. Plaintiff John McGraw ("Plaintiff," for purposes of this section) is a
14 resident of Albuquerque, New Mexico. Plaintiff purchased a new 2013 Hyundai
15 Genesis Coupe 3.8 R-Spec from Gene Messer Hyundai in Lubbock, Texas in or
16 around April 2014. Plaintiff's vehicle has a traditional "insert-and-turn" steel key
17 ignition system. On information and belief, Plaintiff's 2013 Hyundai Genesis is a
18 Class Vehicle subject to the Theft Prone Defect.

19 356. Plaintiff's car was attempted to be stolen on four different occasions –
20 the most recent two incidents occurring on approximately May 18, 2021, and
21 October 24, 2021.

22 357. On information and belief, Gene Messer Hyundai is part of Hyundai's
23 network of authorized dealers across the United States and is promoted on HMA's
24 website, which includes an updated list of the dealership's inventory.

25 358. Plaintiff purchased the Class Vehicle primarily for personal, family,
26 and household use in that this was not purchased on behalf of a business and was
27 not titled in a business' name. It was used primarily for transportation needs such as
28

1 household errands and to drive to and from work. The vehicle was purchased with
2 personal funds and kept at Plaintiff's residence.

3 359. Plaintiff purchased his Class Vehicle because he believed that the
4 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
5 Plaintiff reviewed and relied on numerous statements and representations about it.

6 360. Plaintiff visited the Hyundai website and reviewed representations
7 about the Class Vehicle's safety, reliability, and quality. Because Defendants failed
8 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the
9 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
10 the Class Vehicle's safety, reliability, and quality.

11 361. Plaintiff saw Hyundai television commercials that touted, among other
12 things, the safety, reliability, and quality of Hyundai-branded vehicles.

13 362. Plaintiff incurred out-of-pocket expenses due to the Theft Prone
14 Defect. Specifically, Plaintiff incurred expenses for his purchase of a steering wheel
15 lock. In addition, during the attempted thefts, the Plaintiff incurred expenses to
16 replace damaged locks and repair other damage to the vehicle. The approximate
17 out-of-pocket expense was \$5,000 or more.

18 363. At no point before Plaintiff purchased his vehicle did Hyundai disclose
19 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
20 predisposed to theft by experienced and amateur thieves, and which makes it a
21 prime target to be used as instrumentalities through which thieves engage in
22 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
23 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
24 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
25 learned of the concealed information through, for example, the advertising channels
26 described above or through discussions with the salesperson at Gene Messer
27 Hyundai.
28

1 364. Plaintiff suffered an ascertainable loss as a result of Defendants’
2 wrongful conduct associated with the Theft Prone Defect.

3 365. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
4 vehicle that is of a lesser standard, grade, and quality than represented, and he did
5 not receive a vehicle that met ordinary and reasonable consumer expectations
6 regarding quality design, and safe and reliable operation. The Theft Prone Defect
7 has significantly diminished the value of Plaintiff’s Class Vehicle.

8 366. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
9 have purchased his Class Vehicle, or would have paid less to do so.

10 **14. New York Plaintiff**

11 367. Plaintiff Cameron Morton (“Plaintiff,” for purposes of this section) is a
12 resident of Mayville, New York. Plaintiff purchased a used 2019 Hyundai Sonata
13 SE from Northtown Hyundai in Amherst, New York in or around December 2022.
14 Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On
15 information and belief, Plaintiff’s 2019 Hyundai Sonata is a Class Vehicle subject
16 to the Theft Prone Defect.

17 368. On information and belief, Northtown Hyundai is part of Hyundai’s
18 network of authorized dealers across the United States and is promoted on HMA’s
19 website, which includes an updated list of the dealership’s inventory.

20 369. Plaintiff purchased his Class Vehicle because he believed that the
21 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
22 Plaintiff reviewed and relied on numerous statements and representations about it.
23 He purchased the car as a certified pre-owned vehicle.

24 370. Plaintiff purchased the Class Vehicle primarily for personal, family,
25 and household use in that this was not purchased on behalf of a business and was
26 not titled in a business’ name. It was primarily used by Plaintiff’s son for
27 transportation needs such as household errands and to drive to and from work. The
28

1 vehicle was purchased with personal funds and kept primarily at Plaintiff's son's
2 residence.

3 371. Plaintiff visited the various websites and reviewed representations
4 about the Class Vehicle's safety, reliability, and quality. Because Defendants failed
5 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the
6 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
7 the Class Vehicle's safety, reliability, and quality.

8 372. On or about January 4 or 5, 2023, Plaintiff's Class Vehicle was stolen.
9 On realizing that his Class Vehicle was stolen, Plaintiff filed a police report and
10 insurance claim.

11 373. On or about January 5, 2023, Plaintiff was informed by Buffalo police
12 that his Class Vehicle was recovered. After receiving the vehicle back, Plaintiff
13 found over \$7,000 worth of damage done to the vehicle.

14 374. On approximately March 30, 2023, an attempted theft of the vehicle
15 was made.

16 375. During the attempted theft of the vehicle, the rear passenger side
17 window and trim was damaged.

18 376. While insurance covered all the repair costs from the theft, he was
19 forced to pay the policy's \$1,000 deductible out of pocket. Plaintiff has also
20 incurred damage for repair to the window.

21 377. Plaintiff incurred significant out-of-pocket expenses following the
22 theft of his Class Vehicle. Specifically, Plaintiff incurred the following expenses:
23 \$970.72 for a rental vehicle and \$125 in towing cost. Additionally, Plaintiff paid
24 approximately \$60 for a steering wheel lock.

25 378. Plaintiff experienced inconvenience and emotional distress related to
26 the Theft Prone Defect. Plaintiff had pre-existing anxiety and the experience of
27 having his car stolen aggravated or exacerbated that pre-existing anxiety condition.
28

1 In addition, Plaintiff and his family lost use of the vehicle for an extended period
2 due to the lack of available parts to perform repairs to the vehicle.

3 379. At no point before Plaintiff purchased his vehicle did Hyundai disclose
4 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
5 predisposed to theft by experienced and amateur thieves, and which makes it a
6 prime target to be used as instrumentalities through which thieves engage in
7 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
8 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
9 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
10 learned of the concealed information through, for example, the advertising channels
11 described above or through discussions with the salesperson at Northtown Hyundai.

12 380. Plaintiff suffered an ascertainable loss as a result of Defendants'
13 wrongful conduct associated with the Theft Prone Defect.

14 381. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
15 vehicle that is of a lesser standard, grade, and quality than represented, and he did
16 not receive a vehicle that met ordinary and reasonable consumer expectations
17 regarding quality design, and safe and reliable operation. The Theft Prone Defect
18 has significantly diminished the value of Plaintiff's Class Vehicle.

19 382. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
20 have purchased his Class Vehicle, or would have paid less to do so.

21 **15. Ohio Plaintiffs**

22 383. Plaintiff Lexii Cummings ("Plaintiff," for purposes of this section) is a
23 resident of Columbus, Ohio. Plaintiff purchased a used 2018 Hyundai Elantra SE
24 from Germain Hyundai in Columbus, Ohio in or around October 2021. Plaintiff's
25 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
26 and belief, Plaintiff's 2018 Hyundai Elantra SE is a Class Vehicle subject to the
27 Theft Prone Defect.
28

1 384. On information and belief, Germain Hyundai is part of Hyundai's
2 network of authorized dealers across the United States and is promoted on HMA's
3 website, which includes an updated list of the dealership's inventory.

4 385. Plaintiff purchased her Class Vehicle because she believed that the
5 Class Vehicle was safe, reliable, and high quality. Before purchasing the Class
6 Vehicle, Plaintiff had discussions with the salesperson at Germain Hyundai about
7 the safety, reliability, and high quality of her Class Vehicle.

8 386. Plaintiff purchased her Class Vehicle primarily for personal, family,
9 and household use.

10 387. On or about August 11, 2022, Plaintiff's Class Vehicle was stolen. The
11 Class Vehicle was stolen in the early morning and was found by police and taken to
12 an impound lot two days later. On realizing that her Class Vehicle was stolen,
13 Plaintiff filed a police report and insurance claim.

14 388. On or about August 13, 2022, Plaintiff was informed by the police that
15 her Class Vehicle was recovered. After receiving the Class Vehicle back, Plaintiff
16 found it significantly damaged, including damage to the frame of the car and,
17 ignition system, and windows were broken.

18 389. While Plaintiff's insurance covered all the repair costs from the theft,
19 she was forced to pay the policy's \$600 deductible out of pocket.

20 390. Plaintiff also was subjected to additional insurance-related damages in
21 that her insurance was cancelled.

22 391. Plaintiff incurred additional out-of-pocket expenses arising from the
23 theft of her Class Vehicle. Specifically, Plaintiff paid for a Club steering wheel
24 lock, and car rentals.

25 392. On or about November 27, 2022, Plaintiff's Class Vehicle was
26 damaged in an attempted theft. The Class Vehicle was damaged, including scraping
27 of the driver's side door, a broken door handle, and a broken key lock.
28

1 393. Plaintiff has been forced to obtain garage parking for her car, at a cost
2 of \$100 per month, in order to prevent further theft and damage from attempted
3 thefts of her Class Vehicle.

4 394. Plaintiff experienced inconvenience and emotional distress related to
5 the Theft Prone Defect and the theft and attempted theft of her Class Vehicle. The
6 theft and attempted theft burdened Plaintiff emotionally and financially. She is
7 concerned about where it is safe to park, she has taken on a new monthly payment
8 of \$100 in order to have garage parking, and finding an insurer willing to insure the
9 Class Vehicle has been difficult.

10 395. At no point before Plaintiff purchased her Class Vehicle did Hyundai
11 disclose that it suffered from the Theft Prone Defect, which renders it highly
12 susceptible and predisposed to theft by experienced and amateur thieves, and which
13 makes it a prime target to be used as instrumentalities through which thieves engage
14 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
15 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
16 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
17 Plaintiff would have learned of the concealed information through, for example, the
18 advertising channels described above or through discussions with the salesperson at
19 Germain Hyundai.

20 396. Plaintiff suffered an ascertainable loss as a result of Defendants'
21 wrongful conduct associated with the Theft Prone Defect.

22 397. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
23 a vehicle that is of a lesser standard, grade, and quality than represented, and she
24 did not receive a vehicle that met ordinary and reasonable consumer expectations
25 regarding quality design, and safe and reliable operation. The Theft Prone Defect
26 has significantly diminished the value of Plaintiff's Class Vehicle.

27 398. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
28 have purchased her Class Vehicle, or would have paid less to do so.

1 399. Plaintiff Matthew Jacobsen (“Plaintiff,” for purposes of this section) is
2 a resident of Cincinnati, Ohio. Plaintiff purchased a used 2017 Hyundai Elantra SE
3 from Superior Hyundai in Cincinnati, Ohio on or around November 24, 2018.
4 Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On
5 information and belief, Plaintiff’s 2017 Hyundai Elantra is a Class Vehicle subject
6 to the Theft Prone Defect.

7 400. On information and belief, Superior Hyundai is part of Hyundai’s
8 network of authorized dealers across the United States and is promoted on HMA’s
9 website, which includes an updated list of the dealership’s inventory.

10 401. Plaintiff purchased his Class Vehicle because he believed that the
11 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
12 Plaintiff reviewed and relied on numerous statements and representations about it or
13 Hyundai-branded vehicles.

14 402. Plaintiff visited the Hyundai website and reviewed representations
15 about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed
16 to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the
17 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
18 the Class Vehicle’s safety, reliability, and quality.

19 403. Plaintiff saw Hyundai television commercials that touted, among other
20 things, the safety, reliability, and quality of Hyundai-branded vehicles.

21 404. Plaintiff experienced inconvenience and emotional distress related to
22 the Theft Prone Defect including but not limited to not driving the car for a
23 prolonged period due to the threat of theft and avoiding parking in public spaces
24 that are prone to theft whenever possible. Due to the Theft Prone Defect, Plaintiff
25 was anxious his Class Vehicle could be easily stolen so he did not use his Class
26 Vehicle for several months. Instead, he relied on alternative transportation and, at
27 times, walked to his destinations.
28

1 405. Plaintiff purchased the car primarily for personal, family, and
2 household purposes in that this was not purchased on behalf of a business and was
3 not titled in a business' name. It was Plaintiff's only vehicle and he used it for all
4 his personal, family, and household transportation needs such as household errands.
5 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
6 he purchased it with personal funds and kept it at his residence.

7 406. At no point before Plaintiff purchased his vehicle did Hyundai disclose
8 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
9 predisposed to theft by experienced and amateur thieves, and which makes it a
10 prime target to be used as instrumentalities through which thieves engage in
11 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
12 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
13 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
14 learned of the concealed information through, for example, the advertising channels
15 described above or through discussions with the salesperson at Superior Hyundai.

16 407. Plaintiff suffered an ascertainable loss as a result of Defendants'
17 wrongful conduct associated with the Theft Prone Defect.

18 408. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
19 vehicle that is of a lesser standard, grade, and quality than represented, and he did
20 not receive a vehicle that met ordinary and reasonable consumer expectations
21 regarding quality design, and safe and reliable operation. The Theft Prone Defect
22 has significantly diminished the value of Plaintiff's Class Vehicle.

23 409. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
24 have purchased his Class Vehicle, or would have paid less to do so.

25 **16. Oklahoma Plaintiff**

26 410. Plaintiff Dennette Ray ("Plaintiff," for purposes of this section) is a
27 resident of Enid, Oklahoma. Plaintiff purchased a new 2011 Hyundai Tucson from
28 Tulsa Hyundai in Tulsa, Oklahoma on or around June 6, 2011. Plaintiff's vehicle

1 has a traditional insert-and-turn” steel key ignition system. On information and
2 belief, Plaintiff’s 2011 Hyundai Tucson is a Class Vehicle subject to the Theft
3 Prone Defect.

4 411. On information and belief, Tulsa Hyundai is part of Hyundai’s
5 network of authorized dealers across the United States and is promoted on HMA’s
6 website, which includes an updated list of the dealership’s inventory.

7 412. Plaintiff purchased her Class Vehicle because she believed that the
8 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
9 Plaintiff reviewed and relied on numerous statements and representations about it.

10 413. Plaintiff visited the Hyundai website and reviewed representations
11 about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed
12 to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the
13 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
14 the Class Vehicle’s safety, reliability, and quality.

15 414. Plaintiff saw Hyundai television commercials that touted, among other
16 things, the safety, reliability, and quality of Hyundai-branded vehicles.

17 415. On or about January 2023, Plaintiff’s Class Vehicle was stolen. On
18 realizing that her Class Vehicle was stolen, Plaintiff reported it stolen and made an
19 insurance claim.

20 416. On or about February 2023, Plaintiff was informed by the police that
21 her Class Vehicle was recovered. After receiving the vehicle back, there was at
22 least \$4,000 worth of damage.

23 417. Plaintiff’s insurance company is still processing her claim for the
24 repair costs from the theft and required her to pay the policy’s \$500 deductible out
25 of pocket. Additionally, she lost several personal items including golf clubs, golf
26 rangefinder, and prescription sunglasses.

27 418. Plaintiff purchased the car primarily for personal, family, and
28 household purposes in that this was not purchased on behalf of a business and was

1 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
2 her personal, family, and household transportation needs such as household errands.
3 Plaintiff used it for personal purposes, and she purchased it with personal funds and
4 kept it at her residence.

5 419. Plaintiff experienced inconvenience and emotional distress related to
6 the Theft Prone Defect including not parking it in certain locations that might
7 encourage theft. Plaintiff has spent hours dealing with the police and experienced
8 emotional strain because of the theft of her Class Vehicle. The thieves also took
9 Plaintiff's irreplaceable personal items, which caused her additional distress.
10 Plaintiff additionally has anxiety and worries for her family as Class Vehicles like
11 hers are prime targets for theft.

12 420. At no point before Plaintiff purchased her vehicle did Hyundai
13 disclose that it suffered from the Theft Prone Defect, which renders it highly
14 susceptible and predisposed to theft by experienced and amateur thieves, and which
15 makes it a prime target to be used as instrumentalities through which thieves engage
16 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
17 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
18 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
19 Plaintiff would have learned of the concealed information through, for example, the
20 advertising channels described above or through discussions with the salesperson at
21 Tulsa Hyundai.

22 421. Plaintiff suffered an ascertainable loss as a result of Defendants'
23 wrongful conduct associated with the Theft Prone Defect.

24 422. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
25 a vehicle that is of a lesser standard, grade, and quality than represented, and she
26 did not receive a vehicle that met ordinary and reasonable consumer expectations
27 regarding quality design, and safe and reliable operation. The Theft Prone Defect
28 has significantly diminished the value of Plaintiff's Class Vehicle.

1 423. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have purchased her Class Vehicle, or would have paid less to do so.

3 **17. Tennessee Plaintiff**

4 424. Plaintiff Brian Helm (“Plaintiff,” for purposes of this section) is a
5 resident of Memphis, Tennessee. Plaintiff purchased a new 2022 Hyundai Kona SE
6 from Wolfchase Hyundai in Memphis, Tennessee in or around November 2021.
7 Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On
8 information and belief, Plaintiff’s 2022 Hyundai Kona SE is a Class Vehicle
9 subject to the Theft Prone Defect.

10 425. On information and belief, Wolfchase Hyundai is part of Hyundai
11 network of authorized dealers across the United States and is promoted on HMA’s
12 website, which includes an updated list of the dealership’s inventory.

13 426. Plaintiff purchased his Class Vehicle because he believed that the
14 Class Vehicle was safe, reliable, and high quality. Before purchasing the Class
15 Vehicle, Plaintiff reviewed and relied on numerous statements and representations
16 about it.

17 427. Plaintiff visited the Hyundai website and reviewed representations
18 about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed
19 to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the
20 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
21 the Class Vehicle’s safety, reliability, and quality.

22 428. Plaintiff purchased his vehicle primarily for personal, family, and
23 household use.

24 429. On or about September 2, 2022, Plaintiff’s Class Vehicle was subject
25 to an attempted theft. The rear driver’s side window was broken, and the steering
26 column had been torn apart. On realizing that there was an attempt to steal his Class
27 Vehicle, Plaintiff filed a police report and insurance claim.

1 430. While Plaintiff's insurance covered all the repair costs from the theft,
2 he was forced to pay the policy's \$750 deductible out of pocket.

3 431. Plaintiff incurred significant out-of-pocket expenses following the
4 theft of his Class Vehicle. Specifically, Plaintiff purchased a steering wheel lock for
5 \$52, paid \$1,412.27 for a Hertz rental car, and incurred \$3,500 in lost wages.

6 432. Plaintiff experienced inconvenience and emotional distress related to
7 the Theft Prone Defect and attempted theft of his Class Vehicle. Specifically,
8 Plaintiff and his wife were emotionally distressed and purchased a SimpliSafe
9 home alarm system with a front door camera. Additionally, Plaintiff was unable to
10 drive his car from September 2, 2022, through October 25, 2022.

11 433. At no point before Plaintiff purchased his Class Vehicle did Hyundai
12 disclose that it suffered from the Theft Prone Defect, which renders it highly
13 susceptible and predisposed to theft by experienced and amateur thieves, and which
14 makes it a prime target to be used as instrumentalities through which thieves engage
15 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
16 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
17 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
18 Plaintiff would have learned of the concealed information through, for example, the
19 advertising channels described above or through discussions with the salesperson at
20 Wolfchase Hyundai.

21 434. Plaintiff suffered an ascertainable loss as a result of Defendants'
22 wrongful conduct associated with the Theft Prone Defect.

23 435. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
24 vehicle that is of a lesser standard, grade, and quality than represented, and he did
25 not receive a vehicle that met ordinary and reasonable consumer expectations
26 regarding quality design, and safe and reliable operation. The Theft Prone Defect
27 has significantly diminished the value of Plaintiff's Class Vehicle.

28

1 436. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have purchased his Class Vehicle, or would have paid less to do so.

3 **18. Texas Plaintiff**

4 437. Plaintiff Adriana Pilant (“Plaintiff,” for purposes of this section) is a
5 resident of Chicago, Illinois. Plaintiff purchased a used 2017 Hyundai Sonata SE
6 from Hertz Car Sales in Houston, Texas in or around April 2019. Plaintiff’s vehicle
7 has a traditional “insert-and-turn” steel key ignition system. On information and
8 belief, Plaintiff’s 2017 Hyundai Sonata is a Class Vehicle subject to the Theft Prone
9 Defect.

10 438. Plaintiff purchased her Class Vehicle because she believed that the
11 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
12 Plaintiff reviewed and relied on numerous statements and representations about it or
13 Hyundai-branded vehicles.

14 439. Plaintiff visited the Hyundai website and reviewed representations
15 about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed
16 to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the
17 Class Vehicle was affected by the Theft Prone Defect, and instead Hyundai touted
18 the Class Vehicle’s safety, reliability, and quality.

19 440. Plaintiff saw Hyundai television commercials that touted, among other
20 things, the safety, reliability, and quality of Hyundai-branded vehicles.

21 441. On or about October 2022, Plaintiff’s Class Vehicle was stolen. On
22 realizing that her Class Vehicle was stolen, Plaintiff reported it stolen and made an
23 insurance claim.

24 442. On or about the next day, Plaintiff was informed by the police that her
25 Class Vehicle was recovered. After receiving the vehicle back, Plaintiff found that
26 the ignition key and parts around it were broken, and the right back door window
27 was broken.

28

1 443. While Plaintiff's insurance covered all repair costs from the theft, she
2 was forced to pay the policy's \$500 deductible out of pocket.

3 444. Plaintiff's monthly insurance payment has increased after her Class
4 Vehicle was stolen.

5 445. Plaintiff incurred significant out-of-pocket expenses following the
6 theft of her Class Vehicle. Specifically, Plaintiff incurred the following expenses:
7 \$2,678 for a car rental for the months her insurance did not cover; costs for Uber
8 rides on five occasions; and \$39 for a club twin hook lock.

9 446. Plaintiff experienced inconvenience and emotional distress related to
10 the Theft Prone Defect. Following the theft of her vehicle, Plaintiff experienced
11 significant stress during the three months she was without a personal vehicle,
12 especially because Plaintiff's son has disabilities and cannot take public
13 transportation. Because of this, a rental car was her only option. Plaintiff learned
14 that rental companies would give their best rate for only a week or two, so she had
15 to rent from a new company every week or two, always looking ahead to which
16 company had the best rates so she could rent from them next. Plaintiff also
17 experienced stress and lost time dealing with her insurer, the police, and rental car
18 companies, and especially in the constant struggle to find cost-effective rental cars.
19 Now that she has her car back, Plaintiff is still stressed and worried that it will be
20 stolen again. She finds herself constantly checking outside the window to see if her
21 car is still there.

22 447. At no point before Plaintiff purchased her vehicle did Hyundai
23 disclose that it suffered from the Theft Prone Defect, which renders it highly
24 susceptible and predisposed to theft by experienced and amateur thieves, and which
25 makes it a prime target to be used as instrumentalities through which thieves engage
26 in reckless driving or other criminal activity. Indeed, Hyundai concealed the
27 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
28 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,

1 Plaintiff would have learned of the concealed information through, for example, the
2 advertising channels described above.

3 448. Plaintiff purchased the car primarily for personal, family, and
4 household purposes in that this was not purchased on behalf of a business and was
5 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
6 her personal, family, and household transportation needs such as household errands.
7 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
8 she purchased it with personal funds and kept it at her residence.

9 449. Plaintiff suffered an ascertainable loss as a result of Defendants'
10 wrongful conduct associated with the Theft Prone Defect.

11 450. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
12 a vehicle that is of a lesser standard, grade, and quality than represented, and she
13 did not receive a vehicle that met ordinary and reasonable consumer expectations
14 regarding quality design, and safe and reliable operation. The Theft Prone Defect
15 has significantly diminished the value of Plaintiff's Class Vehicle.

16 451. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
17 have purchased her Class Vehicle, or would have paid less to do so.

18 **19. Virginia Plaintiff**

19 452. Plaintiff Luis Enrique Vargas Rodriguez ("Plaintiff," for purposes of
20 this section) is a resident of Chicago, Illinois. Plaintiff purchased a used 2017
21 Hyundai Elantra from Virginia Cars, Inc. in Midlothian, Virginia on or around
22 December 29, 2021. Plaintiff's vehicle has a traditional "insert-and-turn" steel key
23 ignition system. On information and belief, Plaintiff's 2017 Hyundai Elantra is a
24 Class Vehicle subject to the Theft Prone Defect.

25 453. Plaintiff purchased his Class Vehicle because he believed that the
26 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
27 Plaintiff reviewed and relied on numerous statements and representations about it or
28 Hyundai-branded vehicles.

1 454. Plaintiff saw Hyundai television commercials that touted, among other
2 things, the safety, reliability, and quality of Hyundai-branded vehicles.

3 455. On or about November 8, 2022, Plaintiff's Class Vehicle was stolen.
4 On realizing that his Class Vehicle was stolen, Plaintiff reported it stolen and made
5 an insurance claim.

6 456. On or about the next day, Plaintiff was informed that his Class Vehicle
7 was recovered and that it had been in an accident. After receiving the vehicle back,
8 Plaintiff found that the windshield was broken, the ignition was broken, and the
9 front end was destroyed.

10 457. While Plaintiff's insurance covered the total loss of Plaintiff's Class
11 Vehicle, it did not cover all his damages.

12 458. Although Plaintiff's insurance deemed his Class Vehicle a total loss,
13 Plaintiff also had to pay \$800 out of pocket to for the remaining balance on his
14 Class Vehicle his insurance did not cover.

15 459. Plaintiff incurred significant out-of-pocket expenses following the
16 theft of his Class Vehicle. Specifically, Plaintiff incurred \$300 for a rental car.

17 460. Plaintiff experienced inconvenience and emotional distress related to
18 the Theft Prone Defect. Plaintiff has experienced frustration, anxiety, and
19 inconvenience due to the theft of his Class Vehicle. He has additionally lost many
20 hours dealing with his insurance and the police. Specifically, Plaintiff lived and
21 worked in Virginia, but was visiting Chicago due to his dad passing away when his
22 car was stolen. As a result, he could not figure out how to get back to Virginia in
23 enough time to get back to work before he was laid off for not working. After
24 losing his job in Virginia, he was forced to stay in Chicago, which he did not want
25 to do. Now, even though he has a different car, he is still stressed and anxious about
26 it being stolen. He bought a wheel lock for it and every day when he wakes up the
27 first thing he does is check outside to make sure his car has not been stolen or
28 broken into.

1 461. Plaintiff purchased the car primarily for personal, family, and
2 household purposes in that this was not purchased on behalf of a business and was
3 not titled in a business' name. It was Plaintiff's only vehicle and he used it for all
4 his personal, family, and household transportation needs such as household errands.
5 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
6 he purchased it with personal funds and kept it at his residence.

7 462. At no point before Plaintiff purchased his vehicle did Hyundai disclose
8 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
9 predisposed to theft by experienced and amateur thieves, and which makes it a
10 prime target to be used as instrumentalities through which thieves engage in
11 reckless driving or other criminal activity. Indeed, Hyundai concealed the existence
12 of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the
13 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
14 learned of the concealed information through, for example, the advertising channels
15 described above.

16 463. Plaintiff suffered an ascertainable loss as a result of Defendants'
17 wrongful conduct associated with the Theft Prone Defect.

18 464. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
19 vehicle that is of a lesser standard, grade, and quality than represented, and he did
20 not receive a vehicle that met ordinary and reasonable consumer expectations
21 regarding quality design, and safe and reliable operation. The Theft Prone Defect
22 has significantly diminished the value of Plaintiff's Class Vehicle.

23 465. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
24 have purchased his Class Vehicle, or would have paid less to do so.

B. Kia Plaintiffs

1. Alabama Plaintiff

466. Plaintiff David Lucas (“Plaintiff,” for purposes of this section) is a resident of Birmingham, Alabama. Plaintiff purchased a new 2021 Kia Sportage from Riverchase Kia in Pelham, Alabama in or around December 18, 2021. Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On information and belief, Plaintiff’s 2021 Kia Sportage is a Class Vehicle subject to the Theft Prone Defect.

467. On information and belief, Riverchase Kia is part of Kia’s network of authorized dealers across the United States and is promoted on KA’s website, which includes an updated list of the dealership’s inventory.

468. Plaintiff purchased his Class Vehicle because he believed that the vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle, Plaintiff reviewed and relied on numerous statements and representations about it.

469. Plaintiff saw Kia television commercials that touted, among other things, the safety, reliability, and quality of Kia-branded vehicles.

470. At no point before Plaintiff purchased his vehicle did Kia disclose that it suffered from the Theft Prone Defect, which renders it highly susceptible and predisposed to theft by experienced and amateur thieves, and which makes it a prime target to be used as instrumentalities through which thieves engage in reckless driving or other criminal activity. Indeed, Kia concealed the existence of the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have learned of the concealed information through, for example, the advertising channels described above or through discussions with the salesperson at Riverchase Kia.

471. Plaintiff purchased his Class Vehicle primarily for personal, family, and household use.

1 472. Plaintiff suffered an ascertainable loss as a result of Defendants’
2 wrongful conduct associated with the Theft Prone Defect.

3 473. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
4 vehicle that is of a lesser standard, grade, and quality than represented, and he did
5 not receive a vehicle that met ordinary and reasonable consumer expectations
6 regarding quality design, and safe and reliable operation. The Theft Prone Defect
7 has significantly diminished the value of Plaintiff’s Class Vehicle.

8 474. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
9 have purchased his Class Vehicle, or would have paid less to do so.

10 **2. Arizona Plaintiff**

11 475. Plaintiff Leanna Adams (“Plaintiff,” for purposes of this section) is a
12 resident of Minneapolis, Minnesota. Plaintiff purchased a new 2020 Kia Forte FE
13 from Kia of Yuma in Yuma, Arizona on or around February 6, 2020. Plaintiff’s
14 vehicle has a traditional “insert-and-turn” steel key ignition system. On information
15 and belief, Plaintiff’s 2020 Kia Forte is a Class Vehicle subject to the Theft Prone
16 Defect.

17 476. On information and belief, Kia of Yuma is part of Kia’s network of
18 authorized dealers across the United States and is promoted on KA’s website,
19 which includes an updated list of the dealership’s inventory.

20 477. Plaintiff purchased her Class Vehicle because she believed that the
21 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
22 Plaintiff reviewed and relied on numerous statements and representations about it,
23 including the salesperson.

24 478. Plaintiff received a booklet from Kia and reviewed representations
25 about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed
26 to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the
27 Class Vehicle was affected by the Theft Prone Defect, and instead Kia touted the
28 Class Vehicle’s safety, reliability, and quality.

1 479. Plaintiff saw Kia television commercials that touted, among other
2 things, the safety, reliability, and quality of Kia-branded vehicles.

3 480. On or about May 25, 2022, Plaintiff's Class Vehicle was stolen. On
4 realizing that her Class Vehicle was stolen, Plaintiff filed a police report and
5 insurance claim.

6 481. On or about June 1, 2022, Plaintiff was informed by her insurance
7 company that her Class Vehicle was recovered. After receiving the vehicle back,
8 Plaintiff found it with a broken steering column, dents and damage to the front
9 bumper, body damage over one of the wheels, and a bad smell of urine inside the
10 car.

11 482. While Plaintiff's insurance covered all the repair costs from the theft,
12 she was forced to pay the policy's \$500 deductible out of pocket.

13 483. Plaintiff's insurance premium also increased from \$160 per month to
14 \$214 per month.

15 484. Plaintiff incurred significant out-of-pocket expenses following the
16 theft of her Class Vehicle. Specifically, Plaintiff incurred the following expenses:
17 bus fare and transportation costs for 47 days during which time her vehicle was
18 waiting to be repaired, the cost of a wheel lock, and the cost of her monthly car
19 payment despite the fact her vehicle was not in her possession.

20 485. Plaintiff experienced inconvenience and emotional distress related to
21 the Theft Prone Defect. Plaintiff was without a vehicle for 47 days, during which
22 time she had to use public transportation to get around. Her boyfriend did not have
23 a car, so the theft significantly reduced the amount of time she got to spend with
24 him. For instance, the day she found her car stolen she had gotten up early to
25 prepare food so the two of them could enjoy a good meal and quality time together.
26 She was very upset that she could not see him that day. When Plaintiff's vehicle
27 was recovered, she had to visit the DMV to claim her vehicle because the
28 registration was stolen and then have the car towed to a repair shop. Plaintiff was

1 then left with a vehicle at risk of theft or attempted theft. She was stressed out about
2 the possibility of a second theft every time she parked.

3 486. Plaintiff suffered an ascertainable loss as a result of Defendants'
4 wrongful conduct associated with the Theft Prone Defect.

5 487. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
6 a vehicle that is of a lesser standard, grade, and quality than represented, and she
7 did not receive a vehicle that met ordinary and reasonable consumer expectations
8 regarding quality design, and safe and reliable operation. The Theft Prone Defect
9 has significantly diminished the value of Plaintiff's Class Vehicle.

10 488. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
11 have purchased her Class Vehicle, or would have paid less to do so.

12 **3. California Plaintiffs**

13 489. Plaintiff Iona Barnes ("Plaintiff," for purposes of this section) is a
14 resident of Las Vegas, Nevada. Plaintiff purchased a new 2015 Kia Optima LX
15 from Garden Grove Kia in Garden Grove, California, on or around August 15,
16 2014. Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition
17 system. On information and belief, Plaintiff's 2015 Kia Optima LX is a Class
18 Vehicle subject to the Theft Prone Defect.

19 490. Plaintiff purchased the Class Vehicle primarily for personal, family,
20 and household purposes in that this was not purchased on behalf of a business and
21 was not titled in a business's name. It was Plaintiff's only vehicle and she used it
22 for all her personal, family, and household transportation needs such as household
23 errands. Because it was Plaintiff's only vehicle and Plaintiff used it for personal
24 purposes, she purchased it with personal funds and kept it at her residence.

25 491. On information and belief, Garden Grove Kia is part of Kia's network
26 of authorized dealers across the United States and is promoted on KA's website,
27 which includes an updated list of the dealership's inventory.
28

1 492. Plaintiff purchased her Class Vehicle because she believed that the
2 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
3 Plaintiff reviewed and relied on numerous statements and representations about it.

4 493. Plaintiff visited the Kia website as well as several other new car rating
5 websites and reviewed representations about the Class Vehicle's safety, reliability,
6 and quality. Because Defendants failed to disclose the Theft Prone Defect,
7 Plaintiff's research did not uncover that the Class Vehicle was affected by the Theft
8 Prone Defect, and instead Kia touted the Class Vehicle's safety, reliability, and
9 quality.

10 494. Plaintiff saw Kia television commercials that touted, among other
11 things, the safety, reliability, and quality of Kia-branded vehicles.

12 495. In or about July 2022, there was an attempted theft and vandalism of
13 Plaintiff's Class Vehicle from the parking lot outside of Plaintiff's place of work.
14 On realizing the attempted theft and vandalism of her Class Vehicle, Plaintiff filed
15 a police report with the Metro Las Vegas Police Department and an insurance claim
16 with Progressive.

17 496. Plaintiff incurred significant out-of-pocket expenses following the
18 theft of her Class Vehicle. Specifically, Plaintiff incurred approximately \$1,200 in
19 expenses to repair the vehicle's ignition system and door locks, as well as
20 additional towing expenses. These expenses were not reimbursed by Plaintiff's
21 insurer because they did not exceed her policy's \$2,500 deductible amount.

22 497. Plaintiff experienced inconvenience and emotional distress related to
23 the Theft Prone Defect and the attempted theft of her vehicle. In particular, Plaintiff
24 suffered extreme distress when she found a thief sitting in her vehicle attempting to
25 steal her car.

26 498. At no point before Plaintiff purchased her vehicle did Kia disclose that
27 it suffered from the Theft Prone Defect, which renders it highly susceptible and
28 predisposed to theft by experienced and amateur thieves, and which makes it a

1 prime target to be used as instrumentalities through which thieves engage in
2 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
3 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
4 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
5 learned of the concealed information through, for example, the advertising channels
6 described above or through discussions with the salesperson at Garden Grove Kia.

7 499. Plaintiff suffered an ascertainable loss as a result of Defendants'
8 wrongful conduct associated with the Theft Prone Defect.

9 500. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
10 a vehicle that is of a lesser standard, grade, and quality than represented, and she
11 did not receive a vehicle that met ordinary and reasonable consumer expectations
12 regarding quality design, and safe and reliable operation. The Theft Prone Defect
13 has significantly diminished the value of Plaintiff's Class Vehicle.

14 501. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
15 have purchased her Class Vehicle, or would have paid less to do so.

16 502. Plaintiff Craig Granville ("Plaintiff," for purposes of this section) is a
17 resident of Victorville, California. Plaintiff purchased a used 2016 Kia Sorento LX
18 from Valley-Hi Kia in Victorville, California in or around September 22, 2018.
19 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
20 information and belief, Plaintiff's Kia Sorento 2016 is a Class Vehicle subject to
21 the Theft Prone Defect.

22 503. On information and belief, Valley-Hi Kia is part of Kia's network of
23 authorized dealers across the United States and is promoted on KA's website,
24 which includes an updated list of the dealership's inventory.

25 504. Plaintiff purchased their Class Vehicle because they believed that the
26 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
27 Plaintiff reviewed and relied on numerous statements and representations about it.
28

1 505. Plaintiff visited the Kia website and reviewed representations about the
2 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
3 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
4 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
5 Vehicle's safety, reliability, and quality.

6 506. Plaintiff saw Kia television commercials that touted, among other
7 things, the safety, reliability, and quality of Kia-branded vehicles.

8 507. Plaintiff purchased their Class Vehicle primarily for personal, family,
9 and household use.

10 508. Plaintiff experienced inconvenience and emotional distress related to
11 the Theft Prone Defect. Specifically, after learning about the Theft Prone Defect,
12 Plaintiff no longer felt safe driving his 2016 Kia Sorento. He began leaving his Kia
13 Sorento at home and driving his family's other vehicle in order to prevent theft or
14 attempted theft.

15 509. At no point before Plaintiff purchased their vehicle did Kia disclose
16 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
17 predisposed to theft by experienced and amateur thieves, and which makes it a
18 prime target to be used as instrumentalities through which thieves engage in
19 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
20 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
21 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
22 learned of the concealed information through, for example, the advertising channels
23 described above or through discussions with the salesperson at Valley-Hi Kia.

24 510. Plaintiff suffered an ascertainable loss as a result of Defendants'
25 wrongful conduct associated with the Theft Prone Defect.

26 511. Plaintiff did not receive the benefit of their bargain. Plaintiff purchased
27 a vehicle that is of a lesser standard, grade, and quality than represented, and they
28 did not receive a vehicle that met ordinary and reasonable consumer expectations

1 regarding quality design, and safe and reliable operation. The Theft Prone Defect
2 has significantly diminished the value of Plaintiff's Class Vehicle.

3 512. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
4 have purchased their Class Vehicle, or would have paid less to do so.

5 513. Plaintiff Jisun Kang ("Plaintiff," for purposes of this section) is a
6 resident of Chicago, Illinois. Plaintiff purchased a used 2016 Kia Optima LX from
7 CT Motors in Los Angeles, California, in or around the Summer of 2018. Plaintiff's
8 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
9 and belief, Plaintiff's 2016 Kia Optima LX is a Class Vehicle subject to the Theft
10 Prone Defect.

11 514. Plaintiff purchased the Class Vehicle for personal, family, and
12 household use. The Class Vehicle was titled in Plaintiff's name and was not titled
13 in the name of a business. Plaintiff paid for the Class Vehicle using personal funds
14 and kept the vehicle at her residence.

15 515. Plaintiff purchased her Class Vehicle because she believed that the
16 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
17 Plaintiff reviewed and relied on numerous statements and representations about it.

18 516. Prior to purchase of the Class Vehicle, Plaintiff visited the Kia website
19 and other vehicle review websites that touted and promoted the safety, reliability
20 and quality of the Optima. Plaintiff relied upon the information regarding the
21 safety, reliability and quality of the Optima in making the decision to purchase the
22 Class Vehicle.

23 517. On or about August 2022, the Subject Vehicle was damaged and
24 vandalized during an attempted theft. During the attempted theft, the right rear
25 window was broken, and the steering column was damaged. Plaintiff made a claim
26 with her insurance company for the damage to the Class Vehicle. Plaintiff paid a
27 deductible of \$100 and was without use of the vehicle for several weeks while the
28 vehicle was being repaired.

1 518. In September 2022, Plaintiff got the Class Vehicle back following
2 repair and vandalized again in an attempted theft in September 2022. During the
3 second attempted theft, the right rear window was broken, the steering column was
4 damaged, and the rear door was dented. Plaintiff made a claim on her insurance
5 policy for damage from the attempted theft. As a result of the Theft Prone Defect,
6 Plaintiff incurred a second \$100 insurance deductible payment.

7 519. Additionally, as a result of the Theft Prone Defect, Plaintiff's
8 insurance premiums increased by \$22 per month.

9 520. Further, Plaintiff incurred an additional expense of \$39.96 when
10 Plaintiff purchased a car cover to hide the make and model of the Class Vehicle
11 when parked.

12 521. As a result of the foregoing incidents, Plaintiff experienced
13 inconvenience and emotional distress related to the Theft Prone Defect. The
14 attempted thefts occurred at the complex where Plaintiff lived at the time. Because
15 the Class Vehicle was the only vehicle in the complex parking area that was
16 vandalized and attempted to be stolen, Plaintiff suffered increased anxiety due to
17 the concern over the safety of her person and property.

18 522. Given the problems created by the undisclosed Defect, on or about
19 November 26, 2022, Plaintiff sold her Class Vehicle at a loss. Plaintiff would not
20 have sold her Class Vehicle but for the Theft Prone Defect.

21 523. At no point before Plaintiff purchased her vehicle did Kia disclose that
22 it suffered from the Theft Prone Defect, which renders it highly susceptible and
23 predisposed to theft by experienced and amateur thieves, and which makes it a
24 prime target to be used as instrumentalities through which thieves engage in
25 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
26 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
27 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
28

1 learned of the concealed information through, for example, the advertising channels
2 described above.

3 524. Plaintiff suffered an ascertainable loss as a result of Defendants'
4 wrongful conduct associated with the Theft Prone Defect.

5 525. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
6 a vehicle that is of a lesser standard, grade, and quality than represented, and she
7 did not receive a vehicle that met ordinary and reasonable consumer expectations
8 regarding quality design, and safe and reliable operation. The Theft Prone Defect
9 has significantly diminished the value of Plaintiff's Class Vehicle.

10 526. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
11 have purchased her Class Vehicle, or would have paid less to do so.

12 527. Plaintiff Michelle Pollack ("Plaintiff," for purposes of this section) is a
13 resident of Orlando, Florida. Plaintiff purchased a used 2014 Kia Soul + from
14 Roseville Hyundai, located in Roseville, California, on or around March 18, 2017.
15 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
16 information and belief, Plaintiff's 2014 Kia Soul + is a Class Vehicle subject to the
17 Theft Prone Defect.

18 528. Plaintiff purchased the Class Vehicle primarily for personal, family,
19 and household purposes in that this was not purchased on behalf of a business and
20 was not titled in a business's name. It was Plaintiff's only vehicle and she used it
21 for all her personal, family, and household transportation needs such as household
22 errands. Because it was Plaintiff's only vehicle and Plaintiff used it for personal
23 purposes, she purchased it with personal funds and kept it at her residence.

24 529. On information and belief, Roseville Hyundai is part of Hyundai's
25 network of authorized dealers across the United States and is promoted on HMA's
26 website, which includes an updated list of the dealership's inventory.

1 530. Plaintiff purchased her Class Vehicle because she believed that the
2 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
3 Plaintiff reviewed and relied on numerous statements and representations about it.

4 531. Plaintiff visited the Kia website and other internet websites to research
5 the Kia Soul and reviewed representations about the Class Vehicle's safety,
6 reliability, and quality. Because Defendants failed to disclose the Theft Prone
7 Defect, Plaintiff's research did not uncover that the Class Vehicle was affected by
8 the Theft Prone Defect, and instead Kia touted the Class Vehicle's safety,
9 reliability, and quality.

10 532. Plaintiff saw Kia television commercials that touted, among other
11 things, the safety, reliability, and quality of Kia-branded vehicles.

12 533. On or about November 20, 2022, Plaintiff's Class Vehicle was stolen
13 from the parking lot outside her residence. Consistent with other reports of Class
14 Vehicle thefts, thieves stole Plaintiff's vehicle and attempted to take it on a joy ride
15 but never made it out of the parking lot before crashing the vehicle. Plaintiff filed a
16 police report with the Orange County Police Department.

17 534. As a result of the attempted joy ride and crash in the parking lot,
18 Plaintiff's vehicle sustained significant damage to the front bumper, headlights,
19 hood, radiator, steering wheel column, and ignition system. The vehicle was a total
20 loss as a result of the incident.

21 535. Because Plaintiff was uninsured against theft, she incurred \$15,500 in
22 expenses to replace her Class Vehicle, which was declared a total loss.

23 536. Plaintiff also incurred significant out-of-pocket expenses following the
24 theft of her Class Vehicle. Specifically, Plaintiff incurred the following expenses:
25 \$1,600 in lost wages; \$50 in personal property destroyed and/or stolen from her
26 vehicle; and \$200 in gas and toll expenses which were necessary to borrow a
27 temporary replacement vehicle.
28

1 537. As a result of the total loss of her vehicle, Plaintiff sold her car for
2 scraps in January 2023. Plaintiff received a total of \$960 for the vehicle.

3 538. Plaintiff experienced inconvenience and emotional distress related to
4 the Theft Prone Defect. Since Plaintiff's vehicle only had liability coverage, she
5 suffered a significant financial loss on the value of the vehicle and the cost of
6 finding a replacement vehicle. This financial distress was compounded when
7 Plaintiff was unable to work her second job due to lack of transportation.

8 539. At no point before Plaintiff purchased her vehicle did Hyundai or Kia
9 disclose that it suffered from the Theft Prone Defect, which renders it highly
10 susceptible and predisposed to theft by experienced and amateur thieves, and which
11 makes it a prime target to be used as instrumentalities through which thieves engage
12 in reckless driving or other criminal activity. Indeed, Hyundai or Kia concealed the
13 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
14 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicle,
15 Plaintiff would have learned of the concealed information through, for example, the
16 advertising channels described above or through discussions with the salesperson at
17 Roseville Hyundai.

18 540. Plaintiff suffered an ascertainable loss as a result of Defendants'
19 wrongful conduct associated with the Theft Prone Defect.

20 541. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
21 a vehicle that is of a lesser standard, grade, and quality than represented, and she
22 did not receive a vehicle that met ordinary and reasonable consumer expectations
23 regarding quality design, and safe and reliable operation. The Theft Prone Defect
24 has significantly diminished the value of Plaintiff's Class Vehicle.

25 542. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
26 have purchased her Class Vehicle or would have paid less to do so.

27 543. Plaintiff Rachel Perry ("Plaintiff," for purposes of this section) is a
28 resident of West Covina, California. Plaintiff purchased a new 2015 Kia Optima

1 from Covina Valley Kia in Covina, California in or around August 9, 2015.

2 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
3 information and belief, Plaintiff's 2015 Kia Optima is a Class Vehicle subject to the
4 Theft Prone Defect.

5 544. On information and belief, Covina Valley Kia is part of Kia's network
6 of authorized dealers across the United States and is promoted on KA's website,
7 which includes an updated list of the dealership's inventory.

8 545. Plaintiff purchased her Class Vehicle because she believed that the
9 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
10 Plaintiff reviewed and relied on numerous statements and representations about it.

11 546. Plaintiff visited the Kia website and reviewed representations about the
12 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
13 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
14 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
15 Vehicle's safety, reliability, and quality.

16 547. Plaintiff saw Kia television commercials and brochures that touted,
17 among other things, the safety, reliability, and quality of Kia-branded vehicles.

18 548. Plaintiff purchased her Class Vehicle primarily for personal, family,
19 and household use.

20 549. On or around July 11, 2022, Plaintiff's Class Vehicle was stolen in Las
21 Vegas, Nevada. On realizing that her Class Vehicle was stolen, Plaintiff filed a
22 police report and insurance claim.

23 550. A few days after Plaintiff's Class Vehicle was stolen, Plaintiff was
24 informed by the Las Vegas Police Department that her Class Vehicle was
25 recovered. It was a total loss.

26 551. While Plaintiff's insurance covered the total loss from the theft, she
27 was forced to pay the policy's \$500 deductible out of pocket.
28

1 552. Plaintiff incurred significant out-of-pocket expenses following the
2 theft of her Class Vehicle. Specifically, Plaintiff incurred rental car costs and was
3 forced to purchase a new vehicle. Plaintiff also lost approximately \$2,000 worth of
4 personal possessions, including work tools.

5 553. Plaintiff experienced inconvenience and emotional distress related to
6 the Theft Prone Defect and the theft of her Class Vehicle. Plaintiff's Class Vehicle
7 was stolen while she was away in Las Vegas, and she experienced significant stress
8 and hardship finding a way to travel home. She further suffered stress and
9 inconvenience in the loss of her work tools because she was in Las Vegas for work.
10 The theft also happened on the first day of her trip and she was not able to do her
11 job, causing significant frustration, stress, and loss of that income. Plaintiff has two
12 children, and, at the time, her job required her to have a vehicle. She experienced
13 significant worry and anxiety about the financial stability of her family following
14 the loss of her Class Vehicle. Plaintiff was without a personal vehicle for
15 approximately one month and had to miss work to purchase a new vehicle at a
16 higher price than she would have otherwise paid.

17 554. At no point before Plaintiff purchased her vehicle did Kia disclose that
18 it suffered from the Theft Prone Defect, which renders it highly susceptible and
19 predisposed to theft by experienced and amateur thieves, and which makes it a
20 prime target to be used as instrumentalities through which thieves engage in
21 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
22 the Theft Prone Defect from consumers like Plaintiff. Had she disclosed the Theft
23 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
24 learned of the concealed information through, for example, the advertising channels
25 described above or through discussions with the salesperson at Covina Valley Kia.

26 555. Plaintiff suffered an ascertainable loss as a result of Defendants'
27 wrongful conduct associated with the Theft Prone Defect.
28

1 556. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
2 a vehicle that is of a lesser standard, grade, and quality than represented, and she
3 did not receive a vehicle that met ordinary and reasonable consumer expectations
4 regarding quality design, and safe and reliable operation. The Theft Prone Defect
5 has significantly diminished the value of Plaintiff's Class Vehicle.

6 557. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
7 have purchased her Class Vehicle, or would have paid less to do so.

8 558. Plaintiff Claire Roberts ("Plaintiff," for purposes of this section) is a
9 resident of Tempe, Arizona. Plaintiff purchased a used 2016 Kia Soul + from
10 Hudiburg Nissan in Oklahoma City, Oklahoma on or around September 25, 2017.
11 At the time, Plaintiff was a resident of California. Plaintiff found the Kia Soul +
12 online, purchased the car over the phone, and had the vehicle shipped to California.
13 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
14 information and belief, Plaintiff's 2016 Kia Soul is a Class Vehicle subject to the
15 Theft Prone Defect.

16 559. Plaintiff purchased the Class Vehicle primarily for personal, family, or
17 household purposes in that this was not purchased on behalf of a business and was
18 not titled in a business' name. Plaintiff used it for all personal and household
19 transportation needs such as driving to and from work and for household errands.
20 Plaintiff purchased the vehicle with personal funds and kept it at her residence.

21 560. Plaintiff purchased her Class Vehicle because she believed that the
22 vehicle was safe, reliable, and high-quality. Before purchasing the Class Vehicle,
23 Plaintiff reviewed and relied on numerous statements and representations about it.
24 Plaintiff had previously owned a 2015 Kia Soul and believed that vehicle to be a
25 safe, reliable, and high-quality vehicle. When purchasing the 2015 Kia Soul she
26 was provided and learned information about the safety systems of the vehicle.
27 Nothing in the information provided to Plaintiff or learned through ownership of
28 the 2015 Kia Soul disclosed the fact that the Class Vehicles lacked an immobilizer.

1 561. Plaintiff saw Kia television commercials that touted, among other
2 things, the style and quality of Kia-branded vehicles.

3 562. At no point before Plaintiff purchased her vehicle did Kia disclose that
4 it suffered from the Theft Prone Defect, which renders it highly susceptible and
5 predisposed to theft by experienced and amateur thieves, and which makes it a
6 prime target to be used as instrumentalities through which thieves engage in
7 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
8 the Theft Prone Defect from consumers like Plaintiff. Had Defendants disclosed the
9 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
10 learned of the concealed information through, for example, the advertising
11 described above. Based upon the information provided to Plaintiff and from
12 ownership of the 2015 Kia Soul, Plaintiff expected the Class Vehicle to have all
13 features necessary to make it a safe and reliable vehicle.

14 563. Plaintiff suffered an ascertainable loss as a result of Defendants'
15 wrongful conduct associated with the Theft Prone Defect.

16 564. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
17 a vehicle that is of a lesser standard, grade, and quality than represented, and she
18 did not receive a vehicle that met ordinary and reasonable consumer expectations
19 regarding quality design, and safe and reliable operation. The Theft Prone Defect
20 has significantly diminished the value of Plaintiff's Class Vehicle.

21 565. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
22 have purchased her Class Vehicle, or would have paid less to do so.

23 **4. Colorado Plaintiff**

24 566. Plaintiff Mary Kathryn Morrison ("Plaintiff," for purposes of this
25 section) is a resident of Fort Collins, Colorado. Plaintiff purchased two Class
26 Vehicles. The first vehicle was a new 2018 Kia Soul + from Fowler I-25 Kia of
27 Longmont (then known as Ehrlich I-25 Kia) in Longmont, Colorado on or around
28 April 4, 2018. Plaintiff's 2018 Kia Soul + has a traditional "insert-and-turn" steel

1 key ignition system without the optional immobilizer. On information and belief,
2 Plaintiff's 2018 Kia Soul + is a Class Vehicle subject to the Theft Prone Defect.

3 567. On information and belief, Fowler I-25 Kia is part of Kia's network of
4 authorized dealers across the United States and is promoted on KA's website,
5 which includes an updated list of the dealership's inventory.

6 568. Plaintiff also purchased a new 2012 Kia Optima LX from Fort Collins
7 Kia (then known as Tynan's Kia in Fort Collins), located in Fort Collins, Colorado,
8 on or about May 14, 2012. Plaintiff's 2012 Kia Optima LX has a traditional "insert-
9 and-turn" steel key ignition system. On information and belief, Plaintiff's 2012 Kia
10 Optima LX is a Class Vehicle subject to the Theft Prone Defect.

11 569. On information and belief, Fort Collins Kia is part of Kia's network of
12 authorized dealers across the United States and is promoted on KA's website,
13 which includes an updated list of the dealership's inventory.

14 570. Plaintiff purchased the Class Vehicles primarily for personal, family,
15 and household purposes in that they were not purchased on behalf of a business and
16 were not titled in a business's name. They were Plaintiff's vehicles used for all her
17 personal, family, and household transportation needs such as household errands.
18 Because they were Plaintiff's family vehicles and Plaintiff used them for personal
19 purposes, she purchased them with personal funds and kept them at her residences.

20 571. Plaintiff purchased her Class Vehicles because she believed that the
21 vehicles were safe, reliable, and high quality. Before purchasing the Class Vehicles,
22 Plaintiff reviewed and relied on numerous statements and representations about it.

23 572. Plaintiff performed internet research and viewed various websites
24 about the Class Vehicles' safety, reliability, and quality. Because Defendants failed
25 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the
26 Class Vehicles were affected by the Theft Prone Defect, and instead Kia touted the
27 Class Vehicles' safety, reliability, and quality.

28

1 573. On or about September 17, 2020, Plaintiff's 2018 Kia Soul was stolen.
2 On realizing that her 2018 Kia Soul was stolen, Plaintiff filed a police report with
3 the Denver Police Department and an insurance claim.

4 574. Approximately three weeks after the vehicle was stolen, on or about
5 October 2, 2020, Plaintiff was informed by the Denver Police Department that her
6 2018 Kia Soul was found abandoned in a parking lot.

7 575. After receiving the vehicle back, Plaintiff found it suffered significant
8 damage, in excess of \$16,000. The vehicle showed clear signs that it crashed, and it
9 was filled with evidence of drug usage. Among other damages, the steering column
10 was stripped, the ignition assembly was removed, the front end of the vehicle was
11 smashed inward, and the front tires were destroyed.

12 576. While Plaintiff's insurance covered all the repair costs from the theft,
13 Plaintiff was forced to pay the policy's \$1,000 deductible out of pocket.

14 577. Plaintiff incurred out-of-pocket expenses following the theft of her
15 2018 Kia Soul. Specifically, Plaintiff paid \$254.99 for an upgraded alarm system to
16 be installed in the vehicle.

17 578. Despite purchasing an additional alarm system for the vehicle,
18 Plaintiff's 2018 Kia Soul was nearly stolen two more times. On at least two
19 occasions after the stolen vehicle was recovered and repaired, thieves were found
20 sitting in the vehicle attempting to steal the car.

21 579. In light of the foregoing problems created by the Theft Prone Defect,
22 on September 5, 2022, Plaintiff sold her 2018 Kia Soul to CarMax at a diminished
23 price.

24 580. Plaintiff experienced inconvenience and emotional distress related to
25 the Theft Prone Defect and its theft. For example, after the Class Vehicle was
26 recovered, Plaintiff was without her vehicle for an additional two months while it
27 was being repaired. Moreover, the entire experience of having her vehicle destroyed
28 and attempted to be stolen multiple times has been very traumatic for Plaintiff.

1 Plaintiff received multiple calls from her teenage daughter sobbing and terrified
2 after finding thieves repeatedly breaking into her vehicle.

3 581. At no point before Plaintiff purchased her Class Vehicles did Kia
4 disclose that they suffered from the Theft Prone Defect, which renders them highly
5 susceptible and predisposed to theft by experienced and amateur thieves, and which
6 makes it a prime target to be used as instrumentalities through which thieves engage
7 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
8 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
9 Prone Defect before Plaintiff acquired the Class Vehicles, Plaintiff would have
10 learned of the concealed information through, for example, the advertising channels
11 described above or through discussions with the salespersons at Fort Collins Kia
12 and Fowler I-25.

13 582. Plaintiff suffered an ascertainable loss as a result of Defendants'
14 wrongful conduct associated with the Theft Prone Defect.

15 583. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
16 vehicles that are of a lesser standard, grade, and quality than represented, and she
17 did not receive vehicles that met ordinary and reasonable consumer expectations
18 regarding quality design, and safe and reliable operation. The Theft Prone Defect
19 has significantly diminished the value of Plaintiff's Class Vehicles.

20 584. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
21 have purchased her Class Vehicles, or would have paid less to do so.

22 **5. Connecticut Plaintiff**

23 585. Plaintiff Patricia Sumpterbynum ("Plaintiff," for purposes of this
24 section) is a resident of New Haven, Connecticut. Plaintiff purchased a used 2019
25 Kia Forte LXS from Premier Kia of Branford in Branford, Connecticut, on or
26 around November 30, 2020. Plaintiff's vehicle has a traditional "insert-and-turn"
27 steel key ignition system. On information and belief, Plaintiff's 2019 Kia Forte is a
28 Class Vehicle subject to the Theft Prone Defect.

1 586. Plaintiff purchased the Class Vehicle primarily for personal, family,
2 and household purposes in that this was not purchased on behalf of a business and
3 was not titled in a business's name. It was Plaintiff's only vehicle and she used it
4 for all her personal, family, and household transportation needs such as household
5 errands. Because it was Plaintiff's only vehicle and Plaintiff used it for personal
6 purposes, she purchased it with personal funds and kept it at her residence.

7 587. On information and belief, Premier Kia of Branford is part of Kia's
8 network of authorized dealers across the United States and is promoted on KA's
9 website, which includes an updated list of the dealership's inventory.

10 588. Plaintiff purchased her Class Vehicle because she believed that the
11 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
12 Plaintiff reviewed and relied on numerous statements and representations about it
13 by the salesperson at Premier Kia of Branford.

14 589. On or about December 27, 2022, there was an attempted theft and
15 vandalism of Plaintiff's Class Vehicle. On realizing that her Class Vehicle was
16 vandalized Plaintiff filed a police report with the New Haven Police Department
17 and insurance claim with Main Street America

18 590. While Plaintiff's insurance covered \$2652.88 of the repair costs from
19 the attempted theft and vandalism, she was forced to pay the policy's \$500
20 deductible out of pocket.

21 591. Plaintiff incurred significant out-of-pocket expenses following the
22 attempted theft and vandalism of her Class Vehicle. Specifically, Plaintiff incurred
23 alternative transportation costs of \$3,000 for a rental vehicle while her Class
24 Vehicle was undergoing repairs for the attempted theft and vandalism.

25 592. Plaintiff experienced inconvenience and emotional distress related to
26 the Theft Prone Defect. Plaintiff was without her Class Vehicle for over 3 months
27 while it was undergoing repairs. Since the Class Vehicle has been returned Plaintiff,
28 she has the constant fear that it will be stolen. Plaintiff parks her vehicle in an area

1 where at night she can make sure that the light from her home will illuminate the
2 Class Vehicle as a deterrent to thieves.

3 593. At no point before Plaintiff purchased her vehicle did Kia disclose that
4 it suffered from the Theft Prone Defect, which renders it highly susceptible and
5 predisposed to theft by experienced and amateur thieves, and which makes it a
6 prime target to be used as instrumentalities through which thieves engage in
7 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
8 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
9 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
10 learned of the concealed information through discussions with the salesperson at
11 Premier Kia of Branford.

12 594. Plaintiff suffered an ascertainable loss as a result of Defendants'
13 wrongful conduct associated with the Theft Prone Defect.

14 595. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
15 a vehicle that is of a lesser standard, grade, and quality than represented, and she
16 did not receive a vehicle that met ordinary and reasonable consumer expectations
17 regarding quality design, and safe and reliable operation. The Theft Prone Defect
18 has significantly diminished the value of Plaintiff's Class Vehicle.

19 596. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
20 have purchased her Class Vehicle, or would have paid less to do so.

21 **6. Delaware Plaintiffs**

22 597. Plaintiff Kristina McKnight ("Plaintiff," for purposes of this section) is
23 a resident of Dover, Delaware. Plaintiff purchased a used 2015 Kia Optima from
24 Felton Holly Kia in Felton, Delaware in or around February 2021. Plaintiff's
25 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
26 and belief, Plaintiff's 2015 Kia Optima is a Class Vehicle subject to the Theft Prone
27 Defect.

1 598. On information and belief, Felton Holly Kia is part of Kia's network of
2 authorized dealers across the United States and is promoted on KA's website,
3 which includes an updated list of the dealership's inventory.

4 599. Plaintiff purchased her Class Vehicle because she believed that it was
5 safe, reliable, and high quality. Before purchasing the Class Vehicle, Plaintiff
6 reviewed and relied on numerous statements and representations about it.

7 600. Plaintiff visited the Kia website and reviewed representations about the
8 Class Vehicle's safety, reliability, and quality.

9 601. Plaintiff saw Kia television commercials that touted, among other
10 things, the safety, reliability, and quality of Kia-branded vehicles. Because
11 Defendants failed to disclose the Theft Prone Defect, Plaintiff's research did not
12 uncover that the Class Vehicle was affected by the Theft Prone Defect, and instead
13 Kia touted the Class Vehicle's safety, reliability, and quality.

14 602. Plaintiff purchased the Class Vehicle primarily for personal, family,
15 and household use.

16 603. On or about October 1, 2022, Plaintiff's Class Vehicle was stolen. On
17 realizing this, Plaintiff filed a police report and insurance claim.

18 604. On or about October 1, 2022, Plaintiff recovered the Class Vehicle
19 after it was seen on the side of the road in a neighborhood near her home. When she
20 received the Class Vehicle back, Plaintiff found the ignition ripped out of the
21 steering column and the plastic cover broken off. The inside of the Class Vehicle
22 was also trashed.

23 605. Plaintiff's insurance did not cover any of the repair costs from the
24 theft, and Plaintiff was forced to take out a loan to cover the approximately \$1,400
25 in repairs. Plaintiff also lost about \$600 in income because she could not get to
26 work on certain days without her Class Vehicle.

1 606. Because her Class Vehicle was at the dealership for repairs for about a
2 month, Plaintiff had to pay for daily transportation. Plaintiff also had personal items
3 stolen from the Class Vehicle, including prescription glasses, shoes, and clothes.

4 607. Plaintiff has since purchased a steering wheel lock out of pocket.

5 608. As a result of the theft, Plaintiff's insurance premiums also increased.

6 609. Plaintiff experienced inconvenience and emotional distress related to
7 the Theft Prone Defect. She no longer felt safe living where she did at the time and
8 has now moved.

9 610. At no point before Plaintiff purchased her Class Vehicle did Kia
10 disclose that it suffered from the Theft Prone Defect, which renders it highly
11 susceptible and predisposed to theft by experienced and amateur thieves, and which
12 makes it a prime target to be used as instrumentalities through which thieves engage
13 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
14 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
15 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
16 learned of the concealed information through, for example, the advertising channels
17 described above or through discussions with the salesperson at Felton Holly Kia.

18 611. Plaintiff suffered an ascertainable loss as a result of Defendants'
19 wrongful conduct associated with the Theft Prone Defect.

20 612. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
21 a vehicle that is of a lesser standard, grade, and quality than represented, and she
22 did not receive a vehicle that met ordinary and reasonable consumer expectations
23 regarding quality design, and safe and reliable operation. The Theft Prone Defect
24 has significantly diminished the value of Plaintiff's Class Vehicle.

25 613. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
26 have purchased her Class Vehicle, or would have paid less to do so.

27 614. Plaintiff Trina Johnson ("Plaintiff," for purposes of this section) is a
28 resident of Dover, Delaware. Plaintiff purchased a new 2019 Kia Optima from

1 Felton Holly Kia in Felton, Delaware on or about November 23, 2019. Plaintiff's
2 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
3 and belief, Plaintiff's 2019 Kia Optima is a Class Vehicle subject to the Theft Prone
4 Defect.

5 615. On information and belief, Felton Holly Kia is part of Kia's network of
6 authorized dealers across the United States and is promoted on KA's website,
7 which includes an updated list of the dealership's inventory.

8 616. Plaintiff purchased her Class Vehicle because she believed that the
9 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
10 Plaintiff reviewed and relied on numerous statements and representations about it.
11 Plaintiff received a flyer from Holy Kia containing statements and representations
12 about Kia. The salesperson also made statements and representations.

13 617. Plaintiff saw Kia television commercials that touted, among other
14 things, the safety, reliability, and quality of Kia-branded vehicles. Because
15 Defendants failed to disclose the Theft Prone Defect, Plaintiff's research did not
16 uncover that the Class Vehicle was affected by the Theft Prone Defect, and instead
17 Kia touted the Class Vehicle's safety, reliability, and quality.

18 618. On or about October 30, 2022, Plaintiff's Class Vehicle was stolen. On
19 realizing that her Class Vehicle was stolen, Plaintiff filed a police report and
20 insurance claim.

21 619. The police reported that they recovered Plaintiff's vehicle, but they
22 have not returned it. The police reported that the air bags were deployed, wires
23 were pulled out everywhere, and the drivers' side dashboard was destroyed.

24 620. Plaintiffs' insurance carrier denied her claim.

25 621. Since October 30, 2022, Plaintiff has suffered significant loss of
26 income because she has not been able to work her part-time jobs delivering for
27 GrubHub and Door Dash. She also has had to pay for alternative transportation.
28

1 622. Plaintiff has experienced inconvenience and emotional distress related
2 to the Theft Prone Defect. Specifically, she is distressed because she has been taken
3 advantage of and lied to. She worked hard to make sure she could make her
4 monthly payment each month so she could go where she needed to go when she
5 needed to go. As a result of the theft, she now must rely on public transportation
6 and the kindness of others, making errands stressful. She feels rushed in the store
7 because she knows her ride is waiting for her to finish shopping and she does not
8 want to be any more of a burden than she has to be. Her insurance denied her claim
9 and her car was not paid off when it was stolen, adding significant financial stress
10 and damaging her credit score to the point that she is unable to get a replacement
11 car. As a result, she has been without a car ever since the theft. Finally, she is
12 constantly worried because she does not know who stole her car and there was
13 personal information in the car, so she does not know how many criminals out there
14 have her address and other information.

15 623. Plaintiff purchased the car primarily for personal, family, and
16 household purposes in that this was not purchased on behalf of a business and was
17 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
18 her personal, family, and household transportation needs such as household errands.
19 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
20 she purchased it with personal funds and kept it at her residence.

21 624. At no point before Plaintiff purchased her vehicle did Kia disclose that
22 it suffered from the Theft Prone Defect, which renders it highly susceptible and
23 predisposed to theft by experienced and amateur thieves, and which makes it a
24 prime target to be used as instrumentalities through which thieves engage in
25 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
26 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
27 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
28

1 learned of the concealed information through, for example, the advertising channels
2 described above or through discussions with the salesperson at Felton Holly Kia.

3 625. Plaintiff suffered an ascertainable loss as a result of Defendants'
4 wrongful conduct associated with the Theft Prone Defect.

5 626. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
6 a vehicle that is of a lesser standard, grade, and quality than represented, and she
7 did not receive a vehicle that met ordinary and reasonable consumer expectations
8 regarding quality design, and safe and reliable operation. The Theft Prone Defect
9 has significantly diminished the value of Plaintiff's Class Vehicle.

10 627. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
11 have purchased her Class Vehicle, or would have paid less to do so.

12 **7. Florida Plaintiffs**

13 628. Plaintiff Marcella Blum ("Plaintiff," for purposes of this section) is a
14 resident of Chicago, Illinois. Plaintiff purchased a used 2021 Kia Seltos from
15 Greenway Kia in Orlando, Florida in or around May 2021. Plaintiff's vehicle has a
16 traditional "insert-and-turn" steel key ignition system. On information and belief,
17 Plaintiff's 2021 Kia Seltos is a Class Vehicle subject to the Theft Prone Defect.

18 629. On information and belief, Evergreen Kia is part of Kia's network of
19 authorized dealers across the United States and is promoted on KA's website,
20 which includes an updated list of the dealership's inventory.

21 630. Plaintiff purchased her Class Vehicle because she believed that the
22 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
23 Plaintiff reviewed and relied on numerous statements and representations about it.

24 631. Plaintiff visited the Kia website and reviewed representations about the
25 Class Vehicle's safety, reliability, and quality. She knew she could get an insurance
26 reduction if it had anti-theft components, so she remembers seeing that it did and
27 purchased it for that reason.
28

1 632. Plaintiff saw Kia television commercials that touted, among other
2 things, the safety, reliability, and quality of Kia-branded vehicles. Because
3 Defendants failed to disclose the Theft Prone Defect, Plaintiff's research did not
4 uncover that the Class Vehicle was affected by the Theft Prone Defect, and instead
5 Kia touted the Class Vehicle's safety, reliability, and quality.

6 633. On or about November 28, 2022, Plaintiff's Class Vehicle was stolen.
7 On realizing that her Class Vehicle was stolen, Plaintiff filed a police report and
8 insurance claim.

9 634. Plaintiff's Class Vehicle was recovered but it was declared a total loss.
10 The vehicle had body damage on all four sides, plus it was declared a biohazard
11 because of the extensive evidence of drug use inside the vehicle.

12 635. Plaintiff had insurance which covered the loss of the vehicle, but she
13 was forced to pay the \$500 deductible.

14 636. Plaintiff has experienced inconvenience and emotional distress,
15 including a severe panic attack, related to the Theft Prone Defect. Specifically,
16 Plaintiff had a panic attack the day her vehicle was stolen. She has never had one
17 before or since. She is still completely shaken up because of being a victim of car
18 theft and has not purchased a new car so as to avoid the anxiety she knows that will
19 come with owning a car and constantly worrying when it will be stolen. She also
20 had the stress of spending days and days dealing with the police and her insurance
21 company.

22 637. Plaintiff purchased the Class Vehicle primarily for personal, family,
23 and household purposes in that this was not purchased on behalf of a business and
24 was not titled in a business' name. It was Plaintiff's only vehicle and she used it for
25 all her personal, family, and household transportation needs such as household
26 errands. Because it was Plaintiff's only vehicle and Plaintiff used it for personal
27 purposes, she purchased it with personal funds and kept it at her residence.
28

1 638. At no point before Plaintiff purchased her vehicle did Kia disclose that
2 it suffered from the Theft Prone Defect, which renders it highly susceptible and
3 predisposed to theft by experienced and amateur thieves, and which makes it a
4 prime target to be used as instrumentalities through which thieves engage in
5 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
6 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
7 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
8 learned of the concealed information through, for example, the advertising channels
9 described above or through discussions with the salesperson at Greenway Kia.

10 639. Plaintiff suffered an ascertainable loss as a result of Defendants'
11 wrongful conduct associated with the Theft Prone Defect.

12 640. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
13 a vehicle that is of a lesser standard, grade, and quality than represented, and she
14 did not receive a vehicle that met ordinary and reasonable consumer expectations
15 regarding quality design, and safe and reliable operation. The Theft Prone Defect
16 has significantly diminished the value of Plaintiff's Class Vehicle.

17 641. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
18 have purchased her Class Vehicle, or would have paid less to do so.

19 642. Plaintiff Matthew Butler ("Plaintiff," for purposes of this section) is a
20 resident of Jacksonville, Florida. Plaintiff purchased a used 2011 Kia Optima from
21 Family Kia in St. Augustine, Florida in or around April 2017. Plaintiff's vehicle has
22 a traditional "insert-and-turn" steel key ignition system. On information and belief,
23 Plaintiff's 2011 Kia Optima is a Class Vehicle subject to the Theft Prone Defect.

24 643. On information and belief, Family Kia is part of Kia's network of
25 authorized dealers across the United States and is promoted on Kia's website,
26 which includes an updated list of the dealership's inventory.

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1 644. Plaintiff purchased his Class Vehicle because he believed that the
2 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
3 Plaintiff reviewed and relied on numerous statements and representations about it.

4 645. Plaintiff saw Kia television commercials that touted, among other
5 things, the safety, reliability, and quality of Kia-branded vehicles. Because
6 Defendants failed to disclose the Theft Prone Defect, Plaintiff's research did not
7 uncover that the Class Vehicle was affected by the Theft Prone Defect, and instead
8 Kia touted the Class Vehicle's safety, reliability, and quality.

9 646. On or about November 11, 2022, Plaintiff's Class Vehicle was stolen.
10 On realizing that his Class Vehicle was stolen, Plaintiff filed a police report and
11 insurance claim.

12 647. Due to the theft, the Class Vehicle needed to be towed and has
13 required multiple repairs.

14 648. While Plaintiff's insurance covered a portion of the repairs to the
15 vehicle, Plaintiff was forced to pay his \$500 deductible out of pocket. He also has
16 had to pay for alternative transportation while his car is in the shop.

17 649. Plaintiff has experienced inconvenience and emotional distress related
18 to the Theft Prone Defect including but not limited to feelings of insecurity from
19 having the car stolen out of his driveway. Now Plaintiff attempts to avoid parking
20 in public parking spaces out of fear that the car will get stolen again. Additionally,
21 Plaintiff was unable to use the vehicle for numerous weeks while it was repaired.

22 650. Plaintiff purchased the car primarily for personal, family, and
23 household purposes in that this was not purchased on behalf of a business and was
24 not titled in a business' name. It was Plaintiff's only vehicle and he used it for all
25 his personal, family, and household transportation needs such as household errands.
26 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
27 he purchased it with personal funds and kept it at his residence.
28

1 651. At no point before Plaintiff purchased his vehicle did Kia disclose that
2 it suffered from the Theft Prone Defect, which renders it highly susceptible and
3 predisposed to theft by experienced and amateur thieves, and which makes it a
4 prime target to be used as instrumentalities through which thieves engage in
5 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
6 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
7 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
8 learned of the concealed information through, for example, the advertising channels
9 described above or through discussions with the salesperson at Family Kia.

10 652. Plaintiff suffered an ascertainable loss as a result of Defendants'
11 wrongful conduct associated with the Theft Prone Defect.

12 653. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
13 vehicle that is of a lesser standard, grade, and quality than represented, and he did
14 not receive a vehicle that met ordinary and reasonable consumer expectations
15 regarding quality design, and safe and reliable operation. The Theft Prone Defect
16 has significantly diminished the value of Plaintiff's Class Vehicle.

17 654. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
18 have purchased his Class Vehicle, or would have paid less to do so.

19 655. Plaintiff Kayla Collyer ("Plaintiff," for purposes of this section) is a
20 resident of University Place, Washington. Plaintiff purchased a used 2014 Kia Forte
21 from Galeana Kia in Fort Myers, Florida in or around July 2017. Plaintiff's vehicle
22 has a traditional "insert-and-turn" steel key ignition system. On information and
23 belief, Plaintiff's 2014 Kia Forte is a Class Vehicle subject to the Theft Prone
24 Defect.

25 656. On information and belief, Galeana Kia is part of Kia's network of
26 authorized dealers across the United States and is promoted on KA's website,
27 which includes an updated list of the dealership's inventory.
28

1 657. Plaintiff purchased her Class Vehicle because she believed that the
2 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
3 Plaintiff reviewed and relied on numerous statements and representations about it.

4 658. Plaintiff saw Kia television commercials that touted, among other
5 things, the safety, reliability, and quality of Kia-branded vehicles.

6 659. Because Defendants failed to disclose the Theft Prone Defect,
7 Plaintiff's research did not uncover that the Class Vehicle was affected by the Theft
8 Prone Defect, and instead Kia touted the Class Vehicle's safety, reliability, and
9 quality.

10 660. Plaintiff purchased the vehicle primarily for personal, family, and
11 household use.

12 661. On or about August 8, 2022, Plaintiff's Class Vehicle was damaged
13 during an attempted theft. The right-side passenger window was smashed and there
14 was damage to the steering column. On discovery of the damage, Plaintiff filed a
15 police report and insurance claim.

16 662. Plaintiff's insurance declared Plaintiff's car a total loss and thereafter
17 canceled her insurance. While Plaintiff's insurance paid its determination as to the
18 value of Plaintiff's loss of the Class Vehicle, the insurer reduced this payment by
19 \$500 to account for the policy's deductible.

20 663. Plaintiff incurred other out-of-pocket costs arising from the attempted
21 theft of her Class Vehicle including new vehicle fees, costs, and taxes.

22 664. Plaintiff experienced inconvenience and emotional distress related to
23 the Theft Prone Defect. Plaintiff suffered emotional distress as a result of the theft
24 and significant inconvenience during the time her Class Vehicle was being
25 evaluated and was unusable, and she spent substantial time filing and administering
26 her insurance claim.

27 665. At no point before Plaintiff purchased her Class Vehicle did Kia
28 disclose that it suffered from the Theft Prone Defect, which renders it highly

1 susceptible and predisposed to theft by experienced and amateur thieves, and which
2 makes it a prime target to be used as instrumentalities through which thieves engage
3 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
4 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
5 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
6 learned of the concealed information through, for example, the advertising channels
7 described above or through discussions with the salesperson at Galeana Kia.

8 666. Plaintiff suffered an ascertainable loss as a result of Defendants'
9 wrongful conduct associated with the Theft Prone Defect.

10 667. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
11 a vehicle that is of a lesser standard, grade, and quality than represented, and she
12 did not receive a vehicle that met ordinary and reasonable consumer expectations
13 regarding quality design, and safe and reliable operation. The Theft Prone Defect
14 has significantly diminished the value of Plaintiff's Class Vehicle.

15 668. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
16 have purchased her Class Vehicle, or would have paid less to do so.

17 **8. Illinois Plaintiffs**

18 669. Plaintiff David Larsen ("Plaintiff," for purposes of this section) is a
19 resident of Chicago, Illinois. Plaintiff purchased a new 2014 Kia Soul from
20 Willowbrook Kia in Willowbrook, Illinois, in or around March 2014. Plaintiff's
21 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
22 and belief, Plaintiff's 2014 Kia Soul is a Class Vehicle subject to the Theft Prone
23 Defect.

24 670. On information and belief, Willowbrook Kia is part of Kia's network
25 of authorized dealers across the United States and is promoted on KA's website,
26 which includes an updated list of the dealership's inventory.

27 671. Plaintiff purchased his Class Vehicle because he believed that the
28 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,

1 Plaintiff reviewed and relied on numerous statements and representations about the
2 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
3 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
4 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
5 Vehicle's safety, reliability, and quality.

6 672. Plaintiff purchased the car primarily for personal, family, and
7 household purposes in that this was not purchased on behalf of a business and was
8 not titled in a business' name. It was Plaintiff's only vehicle and he used it for all
9 his personal, family, and household transportation needs such as household errands.
10 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
11 he purchased it with personal funds and kept it at his residence.

12 673. In September 2022, Plaintiff's Class Vehicle was damaged in a theft
13 attempt. The vehicle was parked on a public street outside of Plaintiff's residence at
14 time of the attempted theft. The window of the vehicle was shattered, and the
15 steering column was damaged. Upon learning of the attempted theft, Plaintiff filed
16 a police report and insurance claim.

17 674. While Plaintiff's insurance covered the repair costs from the theft, he
18 paid the policy's \$500 deductible out of pocket. Plaintiff could not drive his vehicle
19 for six months while it awaited repairs.

20 675. Plaintiff also incurred other out-of-pocket costs and losses arising from
21 the theft attempt of his Class Vehicle, including the balance of rental car costs not
22 covered by his insurer, daily fees to park his rental car on his street where permits
23 are required, the purchase of an anti-theft device, and time off work spent dealing
24 with the attempted theft and its consequences.

25 676. Plaintiff suffered inconvenience and stress because of the Theft Prone
26 Defect and resulting theft attempt of his Class Vehicle.

27 677. At no point before Plaintiff purchased his vehicle did Kia disclose that
28 it suffered from the Theft Prone Defect, which renders it highly susceptible and

1 predisposed to theft by experienced and amateur thieves, and which makes it a
2 prime target to be used as instrumentalities through which thieves engage in
3 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
4 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
5 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
6 learned of the concealed information through, for example, the advertising channels
7 described above or through discussions with the salesperson at Willowbrook Kia.

8 678. In fact, just days before the attempted theft, Plaintiff took his Class
9 Vehicle to Willowbrook Kia for routine maintenance, and they again failed to
10 notify Plaintiff of the Theft Prone Defect or warn him about the rampant thefts
11 arising from the Theft Prone Defect.

12 679. Plaintiff suffered an ascertainable loss as a result of Defendants'
13 wrongful conduct associated with the Theft Prone Defect.

14 680. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
15 vehicle that is of a lesser standard, grade, and quality than represented, and he did
16 not receive a vehicle that met ordinary and reasonable consumer expectations
17 regarding quality design, and safe and reliable operation. The Theft Prone Defect
18 has significantly diminished the value of Plaintiff's Class Vehicle.

19 681. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
20 have purchased his Class Vehicle, or would have paid less to do so.

21 682. Plaintiff Anthony Loburgio ("Plaintiff," for purposes of this section) is
22 a resident of Steger, Illinois. Plaintiff purchased a new 2021 Kia Seltos S from
23 Hawkinson Kia in Matteson, Illinois in or around February 2021. Plaintiff's vehicle
24 has a traditional insert-and-turn" steel key ignition system. On information and
25 belief, Plaintiff's 2021 Kia Seltos is a Class Vehicle subject to the Theft Prone
26 Defect.

1 683. On information and belief, Hawkinson Kia is part of Kia's network of
2 authorized dealers across the United States and is promoted on KA's website,
3 which includes an updated list of the dealership's inventory.

4 684. Plaintiff purchased the Class Vehicle primarily for personal, family,
5 and household purposes in that this was not purchased on behalf of a business and
6 was not titled in a business' name. Plaintiff uses the car for personal, family, and
7 household transportation needs such as household errands and for his wife to drive
8 to and from work. Plaintiff uses it for personal purposes, he purchased it with
9 personal funds and keeps it at his residence.

10 685. Plaintiff purchased the Class Vehicle because he believed that the
11 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
12 Plaintiff reviewed and relied on numerous statements and representations about it.

13 686. Plaintiff visited the Kia website, researched online reviews and
14 watched YouTube videos and reviewed online representations about the Class
15 Vehicle's safety, reliability, and quality. Because Defendants failed to disclose the
16 Theft Prone Defect, Plaintiff's research did not uncover that the Class Vehicle was
17 affected by the Theft Prone Defect, and instead Kia touted the Class Vehicle's
18 safety, reliability, and quality.

19 687. Plaintiff saw Kia television commercials that touted, among other
20 things, the safety, reliability, and quality of Kia-branded vehicles and the awards
21 that Kia has received for its vehicles being safe and reliable vehicles.

22 688. As a result of the Theft Prone Defect, Plaintiff's insurance premium
23 for his Class Vehicle has increased \$200 per year.

24 689. Plaintiff incurred out-of-pocket expenses relating to the Theft Prone
25 Defect. Specifically, Plaintiff incurred costs for rideshares at \$75 per ride to go to
26 the doctor's office on multiple occasions. Plaintiff has attempted to purchase a
27 steering wheel lock but was unable to because the product was not available in his
28 area.

1 690. Plaintiff experienced inconvenience and emotional distress related to
2 the Theft Prone Defect. Plaintiff has constant anxiety about his Class Vehicle's
3 susceptibility to theft. Plaintiff no longer uses his Class Vehicle to drive into
4 Chicago and has missed several gatherings because he worries his Class Vehicle
5 can be easily stolen. He even worries when it is parked at his home.

6 691. At no point before Plaintiff purchased his Class Vehicle did Kia
7 disclose that it suffered from the Theft Prone Defect, which renders it highly
8 susceptible and predisposed to theft by experienced and amateur thieves, and which
9 makes it a prime target to be used as instrumentalities through which thieves engage
10 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
11 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
12 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
13 learned of the concealed information through, for example, the advertising and
14 online channels described above or through discussions with the salesperson at
15 Hawkinson Kia.

16 692. Plaintiff suffered an ascertainable loss as a result of Defendants'
17 wrongful conduct associated with the Theft Prone Defect.

18 693. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
19 vehicle that is of a lesser standard, grade, and quality than represented, and he did
20 not receive a vehicle that met ordinary and reasonable consumer expectations
21 regarding quality design, and safe and reliable operation. The Theft Prone Defect
22 has significantly diminished the value of Plaintiff's Class Vehicle.

23 694. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
24 have purchased his Class Vehicle, or would have paid less to do so.

25 695. Plaintiff Katelyn McNerney ("Plaintiff," for purposes of this section)
26 is a resident of Crystal Lake, Illinois. Plaintiff leased a new 2022 Kia Seltos from
27 Gary Lang Auto in McHenry, Illinois in or around September 2021. Plaintiff's
28 vehicle has a traditional "insert-and-turn" steel key ignition system. On information

1 and belief, Plaintiff's 2022 Kia Seltos is a Class Vehicle subject to the Theft Prone
2 Defect.

3 696. On information and belief, Gary Lang Auto is part of Kia's network of
4 authorized dealers across the United States and is promoted on KA's website,
5 which includes an updated list of the dealership's inventory.

6 697. Plaintiff leased her Class Vehicle because she believed it was safe,
7 reliable, and high quality. Before leasing the Class Vehicle, Plaintiff reviewed and
8 relied on numerous statements and representations about it.

9 698. Plaintiff visited the Kia website and reviewed representations about the
10 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
11 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
12 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
13 Vehicle's safety, reliability, and quality.

14 699. Plaintiff leased her Class Vehicle primarily for personal, family, and
15 household use.

16 700. On or about July 27, 2022, Plaintiff's Class Vehicle was stolen from a
17 parking garage in downtown Milwaukee, Wisconsin. On realizing that her Class
18 Vehicle was stolen, Plaintiff filed a police report and insurance claim.

19 701. When the Class Vehicle was subsequently located, the steering wheel
20 was torn apart, the steering column cladding was removed, and the thieves left
21 behind the USB cord used to steal the Class Vehicle. There were paint marks along
22 the sides of the Class Vehicle from sideswiping other vehicles during the theft.
23 There was black ink all over the Class Vehicle and its back window was smashed,
24 leaving glass everywhere inside. The Class Vehicle was not drivable.

25 702. While Plaintiff's insurance covered all the repair costs from the theft,
26 she paid the policy's \$500 deductible out of pocket.

27 703. Plaintiff incurred additional out-of-pocket expenses and losses
28 following the theft of her Class Vehicle. Specifically, Plaintiff paid \$550 to replace

1 personal items that were stolen from the Class Vehicle, and Plaintiff purchased a
2 steering lock.

3 704. Plaintiff experienced inconvenience and emotional distress related to
4 the Theft Prone Defect. Plaintiff's insurance only covered a rental vehicle for 30
5 days and Plaintiff's Class Vehicle was in the shop awaiting repairs from July 2022
6 to October 2022. That meant she had to borrow a vehicle, or she was otherwise
7 stuck at home. Plaintiff called Kia and asked them to take the Class Vehicle back
8 because she did not feel comfortable driving it given the Theft Prone Defect and the
9 ease with which her vehicle could be stolen, particularly when she had to drive into
10 downtown Chicago. Kia told Plaintiff she would have to pay off the remainder of
11 her lease to return it, which at the time was approximately \$10,000, even though
12 Plaintiff felt unsafe driving it.

13 705. At no point before Plaintiff leased her vehicle did Kia disclose that it
14 suffered from the Theft Prone Defect, which renders it highly susceptible and
15 predisposed to theft by experienced and amateur thieves, and which makes it a
16 prime target to be used as instrumentalities through which thieves engage in
17 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
18 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
19 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
20 learned of the concealed information through, for example, the advertising channels
21 described above or through discussions with the salesperson at Gary Lang Auto.

22 706. Plaintiff suffered an ascertainable loss as a result of Defendants'
23 wrongful conduct associated with the Theft Prone Defect.

24 707. Plaintiff did not receive the benefit of her bargain. Plaintiff leased a
25 vehicle that is of a lesser standard, grade, and quality than represented, and she did
26 not receive a vehicle that met ordinary and reasonable consumer expectations
27 regarding quality design, and safe and reliable operation. The Theft Prone Defect
28 has significantly diminished the value of Plaintiff's Class Vehicle.

1 708. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have leased her Class Vehicle, or would have paid less to do so.

3 709. Plaintiff Eryca Smith (“Plaintiff,” for purposes of this section) is a
4 resident of Chicago, Illinois. Plaintiff purchased a used 2021 Kia Forte from
5 Hyundai of Lincolnwood in Lincolnwood, Illinois in or around June 2022.
6 Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On
7 information and belief, Plaintiff’s 2021 Kia Forte is a Class Vehicle subject to the
8 Theft Prone Defect.

9 710. On information and belief, Hyundai of Lincolnwood is part of
10 Hyundai’s network of authorized dealers across the United States and is promoted
11 on HMA’s website, which includes an updated list of the dealership’s inventory.

12 711. On or about August 23, 2022, Plaintiff’s Class Vehicle was stolen
13 from outside of her home. Her ring camera obtained footage of the theft which she
14 turned in to the police. On realizing that her Class Vehicle was stolen, Plaintiff filed
15 a police report and insurance claim.

16 712. On or about August 24, 2022, Plaintiff was informed by the police that
17 her Class Vehicle was recovered. After receiving the vehicle back, Plaintiff found
18 its steering column torn apart, the rear passenger window shattered, and the
19 passenger side door dented.

20 713. While Plaintiff’s insurance covered the repair costs for the steering
21 column and window, she had to pay out of pocket to repair the dented door. She
22 also paid the policy’s \$500 deductible out of pocket.

23 714. Plaintiff incurred other significant out-of-pocket expenses because of
24 the theft of her Class Vehicle. Specifically, Plaintiff paid for ride shares and public
25 transportation for more than five months while her vehicle could not be driven due
26 to the damage to the vehicle. Plaintiff’s insurance company did not approve the
27 claim for approximately two months. Then, the parts needed for the repairs were on
28 back order. The dealership informed Plaintiff that the parts were on back order

1 because so many similar vehicles were being stolen and damaged around this same
2 time. Plaintiff did not get her Class Vehicle back until January 21, 2023.

3 715. Plaintiff experienced inconvenience and emotional distress related to
4 the Theft Prone Defect. The entire process was extremely stressful for Plaintiff, as
5 this was her first-ever vehicle. She had to use public transportation in Chicago for
6 months while her vehicle was fixed. She had to have numerous phone calls with the
7 police department and insurance company. She is still worried today about future
8 thefts and issues with the vehicle. She tried to return the car to the Hyundai
9 dealership and other dealerships, but no one would purchase it or trade it in due to
10 the ongoing theft issues.

11 716. At no point before Plaintiff purchased her vehicle did Kia disclose that
12 it suffered from the Theft Prone Defect, which renders it highly susceptible and
13 predisposed to theft by experienced and amateur thieves, and which makes it a
14 prime target to be used as instrumentalities through which thieves engage in
15 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
16 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
17 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
18 learned of the concealed information through, for example, the advertising channels
19 described above or through discussions with the salesperson at Hyundai of
20 Lincolnwood.

21 717. Plaintiff suffered an ascertainable loss as a result of Defendants'
22 wrongful conduct associated with the Theft Prone Defect.

23 718. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
24 a vehicle that is of a lesser standard, grade, and quality than represented, and she
25 did not receive a vehicle that met ordinary and reasonable consumer expectations
26 regarding quality design, and safe and reliable operation. The Theft Prone Defect
27 has significantly diminished the value of Plaintiff's Class Vehicle.
28

1 719. Plaintiff purchased the car primarily for personal, family, and
2 household purposes in that this was not purchased on behalf of a business and was
3 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
4 her personal, family, and household transportation needs such as household errands.
5 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
6 she purchased it with personal funds and kept it at her residence.

7 720. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
8 have purchased her Class Vehicle, or would have paid less to do so.

9 721. Plaintiff Dave Sessions ("Plaintiff," for purposes of this section) is a
10 resident of Chicago, Illinois. Plaintiff purchased a 2014 Kia Optima EX from
11 McGrath Arlington Kia in Arlington Heights, Illinois in or around Summer 2017.
12 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
13 information and belief, Plaintiff's 2014 Kia Optima is a Class Vehicle subject to the
14 Theft Prone Defect.

15 722. On information and belief, McGrath Arlington Kia is part of Kia's
16 network of authorized dealers across the United States and is promoted on KA's
17 website, which includes an updated list of the dealership's inventory.

18 723. Plaintiff purchased his Class Vehicle because he believed that the
19 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
20 Plaintiff reviewed and relied on numerous statements and representations about it.

21 724. Plaintiff visited the Kia website and reviewed representations about the
22 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
23 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
24 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
25 Vehicle's safety, reliability, and quality.

26 725. Plaintiff saw Kia television commercials that touted, among other
27 things, the safety, reliability, and quality of Kia-branded vehicles. Plaintiff
28

1 specifically relied on Kia's representations about the Class Vehicle winning a JD
2 Power award, which Kia advertised in its television commercials and online.

3 726. On or about December 22, 2022. Plaintiff's Class Vehicle was stolen.
4 After it was stolen, Plaintiff filed a police report and filed an insurance claim.

5 727. The next day, Plaintiff found his Class Vehicle at a city impound lot.
6 Plaintiff found it had scratches, dents, damaged interior, and torn steering column.

7 728. While Plaintiff's insurance covered all of the repair costs from the
8 theft, he was forced to pay his policies' \$1,000 auto and \$500 renter deductibles out
9 of pocket. Plaintiff also incurred \$300 in additional insurance costs.

10 729. Plaintiff incurred significant out-of-pocket expenses following the
11 theft of his Class Vehicle. Specifically, Plaintiff incurred the following expenses:
12 \$300-\$400 in travel expenses while his Class Vehicle was being repaired, and \$100
13 for a steering wheel lock.

14 730. Plaintiff experienced inconvenience and emotional distress related to
15 the Theft Prone Defect. Plaintiff has significant anxiety that his Class Vehicle may
16 be stolen again, having bouts of panic, and he goes to check frequently to see if his
17 Class Vehicle is still parked where he left it. Plaintiff also experiences frustration
18 and stress due to the financial situation the Theft Prone Defect has put him in. He
19 has also lost many hours dealing with his insurance and the body shop to get his
20 Class Vehicle repaired.

21 731. At no point before Plaintiff purchased his vehicle did Kia disclose that
22 it suffered from the Theft Prone Defect, which renders it highly susceptible and
23 predisposed to theft by experienced and amateur thieves, and which makes it a
24 prime target to be used as instrumentalities through which thieves engage in
25 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
26 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
27 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
28 learned of the concealed information through, for example, the advertising channels

1 described above or through discussions with the salesperson at McGrath Arlington
2 Kia.

3 732. Plaintiff suffered an ascertainable loss as a result of Defendants'
4 wrongful conduct associated with the Theft Prone Defect.

5 733. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
6 vehicle that is of a lesser standard, grade, and quality than represented, and he did
7 not receive a vehicle that met ordinary and reasonable consumer expectations
8 regarding quality design, and safe and reliable operation. The Theft Prone Defect
9 has significantly diminished the value of Plaintiff's Class Vehicle.

10 734. Plaintiff purchased the car primarily for personal, family, and
11 household purposes in that this was not purchased on behalf of a business and was
12 not titled in a business' name. It was Plaintiff's only vehicle and he used it for all
13 his personal, family, and household transportation needs such as household errands.
14 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
15 he purchased it with personal funds and kept it at his residence.

16 735. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
17 have purchased his Class Vehicle, or would have paid less to do so.

18 736. Plaintiff Tajia Turner ("Plaintiff," for purposes of this section) is a
19 resident of Chicago, Illinois. Plaintiff leased a new 2021 Kia Sorento LX from
20 Hawkinson Kia in Matteson, Illinois on or around April 9, 2021. Plaintiff's vehicle
21 has a traditional "insert-and-turn" steel key ignition system. On information and
22 belief, Plaintiff's 2021 Kia Sorento is a Class Vehicle subject to the Theft Prone
23 Defect.

24 737. On information and belief, Hawkinson Kia is part of Kia's network of
25 authorized dealers across the United States and is promoted on KA's website,
26 which includes an updated list of the dealership's inventory.

1 738. Plaintiff leased her Class Vehicle because she believed that the vehicle
2 was safe, reliable, and high quality. Before leasing the Class Vehicle, Plaintiff
3 reviewed and relied on numerous statements and representations about it.

4 739. Plaintiff visited the Kia website and reviewed representations about the
5 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
6 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
7 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
8 Vehicle's safety, reliability, and quality.

9 740. Plaintiff saw Kia television commercials that touted, among other
10 things, the safety, reliability, and quality of Kia-branded vehicles.

11 741. On or about November 5, 2022, Plaintiff's Class Vehicle was stolen.
12 On realizing that her Class Vehicle was stolen, Plaintiff filed a police report.

13 742. On or about November 7, 2022, Plaintiff was informed by the police
14 that her Class Vehicle was recovered. After receiving the vehicle back, Plaintiff
15 found it with the steering column broken, key cylinder broken, back passenger
16 window broken, damage to the motor, and scratches to the body.

17 743. Because Plaintiff was uninsured against theft or damage, she has to
18 cover all repair costs out-of-pocket.

19 744. Plaintiff incurred significant out-of-pocket expenses following the
20 theft of her Class Vehicle. Because parts are still on national backorder, Plaintiff's
21 Class Vehicle is still awaiting repairs. She will have to cover those costs out-of-
22 pocket. Plaintiff incurred and will continue to incur daily expenses for rideshares
23 and has lost and continues to lose significant amounts of daily income as a delivery
24 driver because she does not have a vehicle to make deliveries.

25 745. Plaintiff experienced inconvenience and emotional distress related to
26 the Theft Prone Defect. The situation with Plaintiff's Class Vehicle has caused her
27 significant amounts of frustration and stress. She does not know when her Class
28 Vehicle will be able to be repaired because of the part shortage and has continued to

1 pay her monthly payment, causing significant financial strain and frustration. She is
2 incredibly inconvenienced by the loss of a personal vehicle as she has to arrange
3 and pay for rideshares so her daughters can get to and from school each day or find
4 alternative transportation so she can take them to school.

5 746. At no point before Plaintiff leased her Class Vehicle did Kia disclose
6 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
7 predisposed to theft by experienced and amateur thieves, and which makes it a
8 prime target to be used as instrumentalities through which thieves engage in
9 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
10 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
11 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
12 learned of the concealed information through, for example, the advertising channels
13 described above or through discussions with the salesperson at Hawkinson Kia.

14 747. Plaintiff purchased the Class Vehicle primarily for personal, family,
15 and household purposes in that this was not purchased on behalf of a business and
16 was not titled in a business' name. It was Plaintiff's only vehicle and she used it for
17 all her personal, family, and household transportation needs such as household
18 errands. Because it was Plaintiff's only vehicle and Plaintiff used it for personal
19 purposes, she purchased it with personal funds and kept it at her residence.

20 748. Plaintiff suffered an ascertainable loss as a result of Defendants'
21 wrongful conduct associated with the Theft Prone Defect.

22 749. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
23 a vehicle that is of a lesser standard, grade, and quality than represented, and she
24 did not receive a vehicle that met ordinary and reasonable consumer expectations
25 regarding quality design, and safe and reliable operation. The Theft Prone Defect
26 has significantly diminished the value of Plaintiff's Class Vehicle.

27 750. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
28 have purchased her Class Vehicle, or would have paid less to do so.

9. Indiana Plaintiff

751. Plaintiff Laura Roberts (“Plaintiff,” for purposes of this section) is a resident of Sellersburg, Indiana. Plaintiff purchased a new 2021 Kia Forte from Kia of Clarksville in Clarksville, Indiana in or around May 2021. Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On information and belief, Plaintiff’s 2021 Kia Forte is a Class Vehicle subject to the Theft Prone Defect.

752. On information and belief, Kia of Clarksville is part of Kia’s network of authorized dealers across the United States and is promoted on KA’s website, which includes an updated list of the dealership’s inventory.

753. Plaintiff purchased her Class Vehicle because she believed it was safe, reliable, and high quality. Before purchasing the Class Vehicle, Plaintiff reviewed and relied on numerous statements and representations about it.

754. Plaintiff visited the Kia website and reviewed representations about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the Class Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class Vehicle’s safety, reliability, and quality.

755. Plaintiff saw Kia television commercials that touted, among other things, the safety, reliability, and quality of Kia-branded vehicles.

756. Plaintiff purchased her Class Vehicle primarily for personal, family, and household use.

757. On or about September 17, 2022, Plaintiff’s Class Vehicle was stolen in Louisville, Kentucky. On realizing that her Class Vehicle was stolen, Plaintiff filed a police report and then later an insurance claim.

758. Plaintiff’s Class Vehicle was recovered the next day, September 18, 2022, but she was not notified about this until September 23, 2022. Plaintiff’s insurance company told her the Class Vehicle was recovered and directed her to contact the impound lot where it was being held. When Plaintiff contacted the

1 impound lot, they referred her to the detective assigned to the case. The detective
2 told Plaintiff her Class Vehicle was being held as evidence in a homicide. The most
3 he would tell Plaintiff was that her Class Vehicle had blood in it, and there was
4 damage to the vehicle's front, rear, and steering column. To date, Plaintiff cannot
5 access the Class Vehicle to retrieve her personal belongings, even assuming they
6 are still there and undamaged.

7 759. Plaintiff's insurer paid her for the total loss of the vehicle.

8 760. Even with the insurance payout, Plaintiff could not afford to purchase
9 the same or similar model vehicle given market prices and availability for new cars.
10 Instead, she purchased a used Nissan Rogue Sport, and her vehicle payment now is
11 nearly double what it was for her Class Vehicle.

12 761. Plaintiff's insurance premium also went up by about \$120 annually.

13 762. Plaintiff incurred other out-of-pocket expenses following the theft of
14 their Class Vehicle. Specifically, Plaintiff incurred a license plate fee, the costs of
15 her personal property in the Class Vehicle that has not been recovered, and lost
16 wages for two to three days of missed work.

17 763. Plaintiff experienced inconvenience and emotional distress because of
18 the Theft Prone Defect and the resulting Class Vehicle theft. Plaintiff's stolen Class
19 Vehicle was involved in a murder and is being held in police custody. Plaintiff's
20 garage opener was in the vehicle when it was stolen, and Plaintiff is fearful her
21 home will be broken into. Additionally, Plaintiff avoids the area from which her
22 Class Vehicle was stolen for fear her replacement vehicle will be stolen.

23 764. At no point before Plaintiff purchased her Class Vehicle did Kia
24 disclose that it suffered from the Theft Prone Defect, which renders it highly
25 susceptible and predisposed to theft by experienced and amateur thieves, and which
26 makes it a prime target to be used as instrumentalities through which thieves engage
27 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
28 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft

1 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
2 learned of the concealed information through, for example, the advertising channels
3 described above or through discussions with the salesperson at Kia of Clarksville.

4 765. Plaintiff suffered an ascertainable loss as a result of Defendants'
5 wrongful conduct associated with the Theft Prone Defect.

6 766. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
7 a vehicle that is of a lesser standard, grade, and quality than represented, and she
8 did not receive a vehicle that met ordinary and reasonable consumer expectations
9 regarding quality design, and safe and reliable operation. The Theft Prone Defect
10 has significantly diminished the value of Plaintiff's Class Vehicle.

11 767. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
12 have purchased her Class Vehicle, or would have paid less to do so.

13 **10. Kansas Plaintiff**

14 768. Plaintiff Hubert Matthews ("Plaintiff," for purposes of this section) is a
15 resident of Kansas City, Kansas. Plaintiff purchased a new 2021 Kia Seltos S from
16 Lawrence Kia in Lawrence, Kansas in or around June 2021. Plaintiff's vehicle has a
17 traditional "insert and turn" steel key ignition. On information and belief, Plaintiff's
18 2021 Kia Seltos S is a Class Vehicle subject to the Theft Prone Defect.

19 769. On information and belief, Lawrence Kia is part of Kia's network of
20 authorized dealers across the United States and is promoted on KA's website,
21 which includes an updated list of the dealership's inventory.

22 770. Plaintiff purchased the Class Vehicle primarily for personal, family,
23 and household use. Plaintiff bought the car for use by his daughter to drive to and
24 from home to school and to drive to school activities. Plaintiff purchased the
25 vehicle with personal funds and kept the car at his residence.

26 771. Plaintiff purchased his Class Vehicle because he believed that the
27 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
28 Plaintiff reviewed and relied on numerous statements and representations about it.

1 The sales representative from Lawrence Kia represented the Class Vehicle was
2 safe, reliable and of high quality.

3 772. Plaintiff visited the Kia website and reviewed representations about the
4 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
5 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
6 Vehicle was affected by the Theft Prone Defect.

7 773. Plaintiff saw Kia television commercials that touted, among other
8 things, the safety, reliability, and quality of Kia-branded vehicles.

9 774. At no point before Plaintiff purchased his vehicle did Kia disclose that
10 it suffered from the Theft Prone Defect, which renders it highly susceptible and
11 predisposed to theft by experienced and amateur thieves, and which makes it a
12 prime target to be used as instrumentalities through which thieves engage in
13 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
14 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
15 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
16 learned of the concealed information through, for example, the advertising channels
17 described above or from discussions with the salesperson at Lawrence Kia.

18 775. Plaintiff suffered an ascertainable loss as a result of Defendants'
19 wrongful conduct associated with the Theft Prone Defect.

20 776. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
21 vehicle that is of a lesser standard, grade, and quality than represented, and he did
22 not receive a vehicle that met ordinary and reasonable consumer expectations
23 regarding quality design, and safe and reliable operation. The Theft Prone Defect
24 has significantly diminished the value of Plaintiff's Class Vehicle.

25 777. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
26 have purchased his Class Vehicle, or would have paid less to do so.

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11. Kentucky Plaintiffs

778. Plaintiff Rita Day (“Plaintiff,” for purposes of this section) is a resident of Lexington, Kentucky. Plaintiff purchased a used 2014 Kia Sorento EX from CarMax in Lexington, Kentucky in or around August 2016. Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On information and belief, Plaintiff’s 2014 Kia Sorento is a Class Vehicle subject to the Theft Prone Defect.

779. Plaintiff purchased her Class Vehicle because she believed that the vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle, Plaintiff reviewed and relied on numerous statements and representations about it or Kia-branded vehicles.

780. Plaintiff visited the Kia website and reviewed representations about the Class Vehicle’s safety, reliability, and quality. Because Defendants failed to disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the Class Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class Vehicle’s safety, reliability, and quality.

781. Plaintiff saw Kia television commercials that touted, among other things, the safety, reliability, and quality of Kia-branded vehicles.

782. Plaintiff has suffered rising insurance rates for her Class Vehicle.

783. Plaintiff purchased the car primarily for personal, family, and household purposes in that this was not purchased on behalf of a business and was not titled in a business’ name. It was Plaintiff’s only vehicle and she used it for all her personal, family, and household transportation needs such as household errands. Because it was Plaintiff’s only vehicle and Plaintiff used it for personal purposes, she purchased it with personal funds and kept it at her residence.

784. At no point before Plaintiff purchased her vehicle did Kia disclose that it suffered from the Theft Prone Defect, which renders it highly susceptible and predisposed to theft by experienced and amateur thieves, and which makes it a

1 prime target to be used as instrumentalities through which thieves engage in
2 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
3 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
4 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
5 learned of the concealed information through, for example, the advertising channels
6 described above.

7 785. Plaintiff suffered an ascertainable loss as a result of Defendants'
8 wrongful conduct associated with the Theft Prone Defect.

9 786. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
10 a vehicle that is of a lesser standard, grade, and quality than represented, and she
11 did not receive a vehicle that met ordinary and reasonable consumer expectations
12 regarding quality design, and safe and reliable operation. The Theft Prone Defect
13 has significantly diminished the value of Plaintiff's Class Vehicle.

14 787. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
15 have purchased her Class Vehicle, or would have paid less to do so.

16 788. Plaintiff Kasey Weinfurtner ("Plaintiff," for purposes of this section) is
17 a resident of Cold Spring, Kentucky. Plaintiff purchased a new 2020 Kia Sportage
18 from Jake Sweeney Kia in Florence, Kentucky in or around July 2020. Plaintiff's
19 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
20 and belief, Plaintiff's 2020 Kia Sportage is a Class Vehicle subject to the Theft
21 Prone Defect.

22 789. On information and belief, Jake Sweeney Kia is part of Kia's network
23 of authorized dealers across the United States and is promoted on KA's website,
24 which includes an updated list of the dealership's inventory.

25 790. Plaintiff purchased her Class Vehicle because she believed that the
26 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
27 Plaintiff reviewed and relied on numerous statements and representations about it.
28

1 791. Plaintiff visited the Kia website and reviewed representations about the
2 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
3 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
4 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
5 Vehicle's safety, reliability, and quality.

6 792. Plaintiff saw Kia television commercials that touted, among other
7 things, the safety, reliability, and quality of Kia-branded vehicles.

8 793. Plaintiff purchased the Class Vehicle primarily for personal, family,
9 and household use.

10 794. On or about July 30, 2022, there was an attempted theft of Plaintiff's
11 Class Vehicle. When Plaintiff entered her parked vehicle, she noticed the front
12 passenger window was shattered and that the steering column had been ripped out
13 leaving the wires exposed. On realizing that there was an attempted theft of her
14 Class Vehicle, Plaintiff filed a police report and later an insurance claim.

15 795. While Plaintiff's insurance covered all the repair costs from the
16 attempted theft, she was forced to pay the policy's \$500 deductible out of pocket.

17 796. Plaintiff paid out-of-pocket for an immobilizer for her Class Vehicle.
18 Both keys for the Class Vehicle also needed to be replaced.

19 797. Plaintiff experienced inconvenience and emotional distress related to
20 the Theft Prone Defect. As a social worker, Plaintiff uses her Class Vehicle to visit
21 clients and transport her youth clients. On the day the attempt was made to steal her
22 Class Vehicle, she did not have the means to do her job. Additionally, during the
23 time Plaintiff drove a rental, she was concerned it might get damaged by her
24 juvenile clients. Finally, her insurance only covered a rental for 30 days after which
25 she had to negotiate a rental with her dealer. This process was stressful.

26 798. At no point before Plaintiff purchased her Class Vehicle did Kia
27 disclose that it suffered from the Theft Prone Defect, which renders it highly
28 susceptible and predisposed to theft by experienced and amateur thieves, and which

1 makes it a prime target to be used as instrumentalities through which thieves engage
2 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
3 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
4 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
5 learned of the concealed information through, for example, the advertising channels
6 described above or through discussions with the salesperson at Jake Sweeney Kia.

7 799. Plaintiff suffered an ascertainable loss as a result of Defendants'
8 wrongful conduct associated with the Theft Prone Defect.

9 800. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
10 a vehicle that is of a lesser standard, grade, and quality than represented, and she
11 did not receive a vehicle that met ordinary and reasonable consumer expectations
12 regarding quality design, and safe and reliable operation. The Theft Prone Defect
13 has significantly diminished the value of Plaintiff's Class Vehicle.

14 801. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
15 have purchased her Class Vehicle, or would have paid less to do so.

16 **12. Louisiana Plaintiff**

17 802. Plaintiff Charles Hession ("Plaintiff," for purposes of this section) is a
18 resident of New Orleans, Louisiana. Plaintiff purchased a new 2020 Kia Optima
19 from Ray Brandt Kia in Harvey, Louisiana in or around June 2020. Plaintiff's
20 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
21 and belief, Plaintiff's 2020 Kia Optima is a Class Vehicle subject to the Theft Prone
22 Defect.

23 803. On information and belief, Ray Brant Kia is part of Kia's network of
24 authorized dealers across the United States and is promoted on KA's website,
25 which includes an updated list of the dealership's inventory.

26 804. Plaintiff purchased his Class Vehicle because he believed that the
27 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
28 Plaintiff reviewed and relied on numerous statements and representations about it.

1 805. Plaintiff visited the Kia website and reviewed representations about the
2 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
3 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
4 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
5 Vehicle's safety, reliability, and quality.

6 806. On or about October 23, 2022, Plaintiff's Class Vehicle was stolen in
7 New Orleans, Louisiana. On realizing that his Class Vehicle was stolen, Plaintiff
8 filed a police report and later an insurance claim.

9 807. Several hours after Plaintiff reported his vehicle stolen, he was
10 informed by the New Orleans Police Department that his Class Vehicle was
11 recovered. After receiving the vehicle back, Plaintiff saw the steering column and
12 ignition were damaged.

13 808. While Plaintiff's insurance covered all the repair costs from the theft,
14 he will be forced to pay the policy's \$500 deductible out of pocket.

15 809. Plaintiff also incurred other out-of-pocket expenses following the theft
16 of his Class Vehicle. Specifically, Plaintiff's insurer only partially covered the cost
17 of his rental vehicle, and he had to pay out of pocket for the remainder. He also
18 incurred out-of-pocket expenses for alternative transportation such as public
19 transportation and ride shares.

20 810. Plaintiff experienced inconvenience and emotional distress related to
21 the Theft Prone Defect and resulting theft. Specifically, Plaintiff discovered his car
22 was stolen when he was leaving for the airport at 4:00 a.m. with his new bride for
23 their honeymoon, and as a result of the theft, they missed their flight. Plaintiff had
24 to scramble to file a police report and an insurance claim as well as find and book a
25 new flight. Fortunately, he was able to find one the next day but there was a cloud
26 hanging over the entire honeymoon. Due to the high number of thefts caused by the
27 Theft Prone Defect, he still does not have his car back, as replacement parts are
28 scarce. His rental car allowance ran out and his wife works on the other side of the

1 city, so he has to take the bus to and from work or rely on the kindness of others for
2 transportation.

3 811. Plaintiff purchased the car primarily for personal, family, and
4 household purposes in that this was not purchased on behalf of a business and was
5 not titled in a business' name. It was Plaintiff's only vehicle and he used it for all
6 his personal, family, and household transportation needs such as household errands.
7 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
8 he purchased it with personal funds and kept it at his residence.

9 812. At no point before Plaintiff purchased his vehicle did Kia disclose that
10 it suffered from the Theft Prone Defect, which renders it highly susceptible and
11 predisposed to theft by experienced and amateur thieves, and which makes it a
12 prime target to be used as instrumentalities through which thieves engage in
13 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
14 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
15 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
16 learned of the concealed information through, for example, the advertising channels
17 described above or through discussions with the salesperson at Ray Brant Kia.

18 813. Plaintiff suffered an ascertainable loss as a result of Defendants'
19 wrongful conduct associated with the Theft Prone Defect.

20 814. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
21 vehicle that is of a lesser standard, grade, and quality than represented, and he did
22 not receive a vehicle that met ordinary and reasonable consumer expectations
23 regarding quality design, and safe and reliable operation. The Theft Prone Defect
24 has significantly diminished the value of Plaintiff's Class Vehicle.

25 815. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
26 have purchased his Class Vehicle, or would have paid less to do so.

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1 **13. Maryland Plaintiffs**

2 816. Plaintiff Molly O'Connor ("Plaintiff," for purposes of this section) is a
3 resident of Hyattsville, Maryland. Plaintiff purchased a used 2019 Kia Sorento from
4 Darcars Kia of Lanham in Lanham, Maryland in or around June 2020. Plaintiff's
5 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
6 and belief, Plaintiff's 2019 Kia Sorento is a Class Vehicle subject to the Theft
7 Prone Defect.

8 817. On information and belief, Darcars Kia of Lanham is part of Kia's
9 network of authorized dealers across the United States and is promoted on KA's
10 website, which includes an updated list of the dealership's inventory.

11 818. Plaintiff purchased her Class Vehicle because she believed that the
12 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
13 Plaintiff reviewed and relied on numerous statements and representations about it.

14 819. Plaintiff visited the Kia website and reviewed representations about the
15 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
16 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
17 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
18 Vehicle's safety, reliability, and quality.

19 820. Plaintiff saw Kia television commercials that touted, among other
20 things, the safety, reliability, and quality of Kia-branded vehicles.

21 821. Plaintiff purchased her vehicle primarily for personal, family, and
22 household use.

23 822. On or about September 25, 2022, Plaintiff's Class Vehicle was stolen
24 from right outside the front of her home where it had been parked. On realizing that
25 her Class Vehicle was stolen, Plaintiff filed a police report and insurance claim.
26 Because the vehicle could not be found initially, Plaintiff's insurer declared the
27 Class Vehicle a total loss.

1 823. On or about November 2, 2022, Plaintiff was informed by the
2 Washington D.C. Police Department that her Class Vehicle was recovered. Because
3 the Class Vehicle was previously declared a total loss and title was signed over to
4 the insurer before it was recovered, Plaintiff does not know the extent of the
5 damage the Class Vehicle sustained from the theft.

6 824. Plaintiff's insurer paid her for the total loss of the vehicle, but she was
7 forced to pay the policy's \$500 deductible out of pocket.

8 825. Plaintiff also incurred other out-of-pocket expenses and losses arising
9 from the theft of her Class Vehicle. Specifically, Plaintiff's insurer only partially
10 covered the cost of her rental vehicle, and she had to pay out of pocket for the
11 remainder. She also had personal property stolen from her Class Vehicle that was
12 not covered by her insurer.

13 826. Plaintiff experienced inconvenience and emotional distress related to
14 the Theft Prone Defect. After the Class Vehicle was stolen, transporting her seven-
15 week-old baby was stressful and inconvenient. Her baby's car seat and stroller were
16 in the Class Vehicle when it was stolen and those have not been recovered.

17 827. At no point before Plaintiff purchased her Class Vehicle did Kia
18 disclose that it suffered from the Theft Prone Defect, which renders it highly
19 susceptible and predisposed to theft by experienced and amateur thieves, and which
20 makes it a prime target to be used as instrumentalities through which thieves engage
21 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
22 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
23 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
24 learned of the concealed information through, for example, the advertising channels
25 described above or through discussions with the salesperson at Darcars Kia of
26 Lanham.

27 828. Plaintiff suffered an ascertainable loss as a result of Defendants'
28 wrongful conduct associated with the Theft Prone Defect.

1 829. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
2 a vehicle that is of a lesser standard, grade, and quality than represented, and she
3 did not receive a vehicle that met ordinary and reasonable consumer expectations
4 regarding quality design, and safe and reliable operation. The Theft Prone Defect
5 has significantly diminished the value of Plaintiff's Class Vehicle.

6 830. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
7 have purchased her Class Vehicle, or would have paid less to do so.

8 831. Plaintiff Rejene Jackson ("Plaintiff," for purposes of this section) is a
9 resident of Temple Hills, Maryland. Plaintiff purchased a new 2018 Kia Optima LX
10 from Darcars Kia in Temple Hills, Maryland in or around July 2018. Plaintiff's
11 vehicle has a traditional insert-and-turn" steel key ignition system. On information
12 and belief, Plaintiff's 2018 Kia Optima is a Class Vehicle subject to the Theft Prone
13 Defect.

14 832. On information and belief, Darcars Kia is part of Kia's network of
15 authorized dealers across the United States and is promoted on KA's website,
16 which includes an updated list of the dealership's inventory.

17 833. Plaintiff purchased her Class Vehicle because she believed that the
18 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
19 Plaintiff reviewed and relied on numerous statements and representations about it.

20 834. Plaintiff visited the Kia website and reviewed representations about the
21 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
22 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
23 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
24 Vehicle's safety, reliability, and quality.

25 835. Plaintiff saw Kia television commercials that touted, among other
26 things, the safety, reliability, and quality of Kia-branded vehicles.

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1 836. On or about December 13, 2022, Plaintiff's Class Vehicle was stolen.
2 On realizing that her Class Vehicle was stolen, Plaintiff filed a police report and
3 insurance claim.

4 837. On or about December 15, 2022, Plaintiff was informed by the Prince
5 George County Police Department that her Class Vehicle was recovered. After
6 receiving the vehicle back, Plaintiff found damage to the ignition, the door frame
7 and steering wheel molding was bent, damage to the tires, a window was shattered,
8 and the battery was dead. Plaintiff is still uncovering further damage.

9 838. While Plaintiff's insurance covered all the repair costs from the theft,
10 she was forced to pay the policy's \$500 deductible out of pocket.

11 839. Plaintiff's insurance premium also increased as a result of the theft.

12 840. Plaintiff incurred significant out-of-pocket expenses following the
13 theft of her Class Vehicle. Specifically, Plaintiff incurred the following expenses:
14 alternative transportation costs for three months while the vehicle was repaired, a
15 \$2,000 down payment for the repairs to the vehicle, personal property losses, and
16 use of personal time off days at work to deal with theft-related issues. Additionally,
17 Plaintiff incurred expenses for her purchase of a steering wheel lock.

18 841. Plaintiff experienced inconvenience and emotional distress related to
19 the Theft Prone Defect. Specifically, Plaintiff felt and still feels anger, anxiety, and
20 mental anguish as a result of the theft and expenses incurred, which put her behind
21 on her other bills. Additionally, Plaintiff spent significant time dealing with police,
22 the insurer, and the dealership related to the theft.

23 842. At no point before Plaintiff purchased her vehicle did Kia disclose that
24 it suffered from the Theft Prone Defect, which renders it highly susceptible and
25 predisposed to theft by experienced and amateur thieves, and which makes it a
26 prime target to be used as instrumentalities through which thieves engage in
27 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
28 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft

1 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
2 learned of the concealed information through, for example, the advertising channels
3 described above or through discussions with the salesperson at Darcars Kia.

4 843. Plaintiff suffered an ascertainable loss as a result of Defendants'
5 wrongful conduct associated with the Theft Prone Defect.

6 844. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
7 a vehicle that is of a lesser standard, grade, and quality than represented, and she
8 did not receive a vehicle that met ordinary and reasonable consumer expectations
9 regarding quality design, and safe and reliable operation. The Theft Prone Defect
10 has significantly diminished the value of Plaintiff's Class Vehicle.

11 845. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
12 have purchased her Class Vehicle, or would have paid less to do so.

13 **14. Massachusetts Plaintiff**

14 846. Plaintiff Tiffany Devonish ("Plaintiff," for purposes of this section) is
15 a resident of Providence, Rhode Island. Plaintiff purchased a used 2020 Kia
16 Sportage LX from Wagner Kia of Shrewsbury in Shrewsbury, Massachusetts in or
17 around July 2021. Plaintiff's vehicle has a traditional "insert-and-turn" steel key
18 ignition system. On information and belief, Plaintiff's 2020 Kia Sportage is a Class
19 Vehicle subject to the Theft Prone Defect.

20 847. On information and belief, Wagner Kia of Shrewsbury is part of Kia's
21 network of authorized dealers across the United States and is promoted on KA's
22 website, which includes an updated list of the dealership's inventory.

23 848. Plaintiff purchased her Class Vehicle because she believed that it was
24 safe, reliable, and high quality. Before purchasing the Class Vehicle, Plaintiff
25 reviewed and relied on numerous statements and representations about it.

26 849. Plaintiff visited the Kia website and reviewed representations about the
27 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
28 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class

1 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
2 Vehicle's safety, reliability, and quality.

3 850. Plaintiff purchased the Class Vehicle primarily for personal, family,
4 and household use.

5 851. On or about September 13, 2022, Plaintiff's Class Vehicle was stolen.
6 On realizing this, Plaintiff filed an insurance claim.

7 852. On or about September 16, 2022, Plaintiff was informed by the police
8 that her Class Vehicle had been recovered, and it was released to Plaintiff's
9 insurance company. Plaintiff's Class Vehicle had substantial damage, including a
10 broken driver-side window, a destroyed steering column, ripped off wipers, and
11 extensive body damage to the rear.

12 853. While Plaintiff's insurance covered all the repair costs from the theft,
13 Plaintiff was forced to pay the policy's \$500 deductible out of pocket.

14 854. Plaintiff incurred out-of-pocket expenses arising from the theft of her
15 Class Vehicle, including rental car expenses of \$369.

16 855. Plaintiff experienced inconvenience and emotional distress related to
17 the Theft Prone Defect. Plaintiff had given permission to her brother to drive her
18 Class Vehicle. When he came into the house and told her the Class Vehicle was
19 nowhere to be seen so he could not drive it, Plaintiff was shocked and distraught. It
20 was distressing not knowing if she would see her Class Vehicle again and, if she
21 did, what its condition might be. Plaintiff has experienced frustration, anxiety, and
22 inconvenience due to the theft of her Class Vehicle. She lost many hours dealing
23 with her insurer and the police. Further, even though Plaintiff's Class Vehicle was
24 repaired, the repair work was insufficient to return her Class Vehicle to its pre-theft
25 state, specifically, the electronic door locks do not work.

26 856. At no point before Plaintiff purchased her Class Vehicle did Kia
27 disclose that it suffered from the Theft Prone Defect, which renders it highly
28 susceptible and predisposed to theft by experienced and amateur thieves, and which

1 makes it a prime target to be used as instrumentalities through which thieves engage
2 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
3 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
4 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
5 learned of the concealed information through, for example, the advertising channels
6 described above or through discussions with the salesperson at Wagner Kia of
7 Shrewsbury.

8 857. Plaintiff suffered an ascertainable loss as a result of Defendants'
9 wrongful conduct associated with the Theft Prone Defect.

10 858. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
11 a vehicle that is of a lesser standard, grade, and quality than represented, and she
12 did not receive a vehicle that met ordinary and reasonable consumer expectations
13 regarding quality design, and safe and reliable operation. The Theft Prone Defect
14 has significantly diminished the value of Plaintiff's Class Vehicle.

15 859. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
16 have purchased her Class Vehicle, or would have paid less to do so.

17 **15. Michigan Plaintiffs**

18 860. Plaintiff Darlene Bennor ("Plaintiff," for purposes of this section) is a
19 resident of Rockford, Michigan. Plaintiff purchased a new 2021 Kia Sportage LX
20 from Summit Place Kia in Grand Rapids, Michigan in or around April 3, 2021.
21 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
22 information and belief, Plaintiff's 2021 Kia Sportage is a Class Vehicle subject to
23 the Theft Prone Defect.

24 861. On information and belief, Summit Place Kia is part of Kia's network
25 of authorized dealers across the United States and is promoted on KA's website,
26 which includes an updated list of the dealership's inventory.

27 862. Plaintiff purchased her Class Vehicle because she believed that the
28 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,

1 Plaintiff reviewed and relied on numerous statements and representations about it.
2 The sales representatives at Summit Kia repeatedly pointed out the safety features
3 of the vehicle prior to purchase and Plaintiff relied upon those representations in
4 making the purchase decision.

5 863. Plaintiff purchased the Class Vehicle primarily for personal, family,
6 and household use in that this was not purchased by or on behalf of a business and
7 was not titled in a business' name. It was used primarily for daily transportation
8 needs such as household errands and to go to the grocery store. The vehicle was
9 bought with personal funds and was being kept at Plaintiff's residence.

10 864. Plaintiff visited the Kia website and reviewed representations about the
11 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
12 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
13 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
14 Vehicle's safety, reliability, and quality.

15 865. Plaintiff saw and heard Kia television and radio commercials that
16 touted, among other things, the safety, reliability, and quality of Kia-branded
17 vehicles.

18 866. In approximately May 2022, Plaintiff's Class Vehicle was stolen. The
19 theft was reported to the police and Plaintiff filed an insurance claim.

20 867. Approximately three weeks later, Plaintiff was informed by the police
21 that her Class Vehicle was recovered. After receiving the vehicle back, Plaintiff
22 found it with a broken window, the steering wheel torn apart, the gas cap ripped off,
23 damage to the front bumper, and extensive body damage to the driver's side.
24 Approximately 1,000 miles were also added to the Class Vehicle.

25 868. While Plaintiff's insurance covered all the repair costs from the theft,
26 Plaintiff was forced to pay the policy's \$100 deductible out of pocket.

27 869. Plaintiff incurred significant out-of-pocket losses following the theft of
28 her Class Vehicle. Specifically, Plaintiff traded her Class Vehicle in at a significant

1 loss even though it had only 7,000 miles and had been fully repaired. She also had
2 to borrow money to put down on a new vehicle because of the devaluation of her
3 Class Vehicle due to the theft. She also had to make insurance payments on her
4 vehicle for the six months it was not in her possession and being repaired. Personal
5 items were also stolen from her Class Vehicle during the theft.

6 870. Plaintiff experienced inconvenience and emotional distress related to
7 the Theft Prone Defect. Plaintiff has experienced frustration, anxiety and
8 inconvenience due to the theft of her Class Vehicle, especially in the six months she
9 was without her personal vehicle. She has additionally lost many hours dealing with
10 the body shop and attempting to trade her Class Vehicle in and not suffer a financial
11 loss due to the Theft Prone Defect.

12 871. At no point before Plaintiff purchased her Class Vehicle did Kia
13 disclose that it suffered from the Theft Prone Defect, which renders it highly
14 susceptible and predisposed to theft by experienced and amateur thieves, and which
15 makes it a prime target to be used as instrumentalities through which thieves engage
16 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
17 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
18 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
19 learned of the concealed information through, for example, the advertising channels
20 described above or through discussions with the salesperson at Summit Place Kia.

21 872. Plaintiff suffered an ascertainable loss as a result of Defendants'
22 wrongful conduct associated with the Theft Prone Defect.

23 873. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
24 a vehicle that is of a lesser standard, grade, and quality than represented, and she
25 did not receive a vehicle that met ordinary and reasonable consumer expectations
26 regarding quality design, and safe and reliable operation. The Theft Prone Defect
27 has significantly diminished the value of Plaintiff's Class Vehicle.

28

1 874. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have purchased her Class Vehicle, or would have paid less to do so.

3 875. Plaintiff Jacquella Russell (“Plaintiff,” for purposes of this section) is a
4 resident of Plymouth, Michigan. Plaintiff purchased a new 2018 Kia Optima SE
5 from Kia of Canton in Canton, Michigan in or around November 2019. Plaintiff’s
6 vehicle has a traditional “insert-and-turn” steel key ignition system. On information
7 and belief, Plaintiff’s 2018 Kia Optima is a Class Vehicle subject to the Theft Prone
8 Defect.

9 876. On information and belief, Kia of Canton is part of Kia’s network of
10 authorized dealers across the United States and is promoted on KA’s website,
11 which includes an updated list of the dealership’s inventory.

12 877. Plaintiff purchased her Class Vehicle because she believed that the
13 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
14 Plaintiff reviewed and relied on numerous statements and representations about it.

15 878. The sales representative from Kia of Canton represented to Plaintiff
16 that the Class Vehicle was a safe, reliable and high-quality automobile.

17 879. Plaintiff purchased the car primarily for personal, family, and
18 household purposes in that this was not purchased on behalf of a business and was
19 not titled in a business’ name. It was Plaintiff’s only vehicle and she used it for all
20 her personal, family, and household transportation needs such as household errands.
21 Plaintiff purchased it with personal funds and kept it at her residence.

22 880. Plaintiff saw Kia television commercials that touted, among other
23 things, the safety, reliability, and quality of Kia-branded vehicles.

24 881. On or about July 7, 2022, Plaintiff’s Class Vehicle was stolen.

25 882. On or about August 1, 2022, Plaintiff was informed by the police that
26 her Class Vehicle was recovered. After receiving the vehicle back, Plaintiff found it
27 with no ignition or steering column, two missing tires, the motor ripped from the
28

1 manifold, battery compartment ripped out, body damage, the rear driver window,
2 and the front windshield broken.

3 883. Because Plaintiff was uninsured against theft Plaintiff has been unable
4 to have her Class Vehicle repaired. Plaintiff's vehicle was a total loss. At the time
5 of the theft, the Class Vehicle was worth approximately \$15,000.

6 884. Plaintiff incurred out-of-pocket expenses following the theft of her
7 Class Vehicle, including that Plaintiff must now pay for public transportation.

8 885. Plaintiff experienced inconvenience and emotional distress related to
9 the Theft Prone Defect. Plaintiff experiences significant stress because has been
10 unable to have her Class Vehicle repaired, which is currently in an undriveable
11 condition. She has experienced anxiety and distress due to the financial hardship the
12 theft of her Class Vehicle has caused and worries about her credit worthiness and
13 how that may affect her job as a bank employee. In addition, until she was able
14 obtain another vehicle, she experienced extreme inconvenience having to use public
15 transportation.

16 886. At no point before Plaintiff purchased her vehicle did Kia disclose that
17 it suffered from the Theft Prone Defect, which renders it highly susceptible and
18 predisposed to theft by experienced and amateur thieves, and which makes it a
19 prime target to be used as instrumentalities through which thieves engage in
20 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
21 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
22 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
23 learned of the concealed information through, for example, the advertising channels
24 described above or through discussions with the salesperson at Kia of Canton.

25 887. Plaintiff suffered an ascertainable loss as a result of Defendants'
26 wrongful conduct associated with the Theft Prone Defect.

27 888. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
28 a vehicle that is of a lesser standard, grade, and quality than represented, and she

1 did not receive a vehicle that met ordinary and reasonable consumer expectations
2 regarding quality design, and safe and reliable operation. The Theft Prone Defect
3 has significantly diminished the value of Plaintiff's Class Vehicle.

4 889. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
5 have purchased her Class Vehicle, or would have paid less to do so.

6 **16. Minnesota Plaintiffs**

7 890. Plaintiff Lauren Hernandez ("Plaintiff," for purposes of this section) is
8 a resident of Minneapolis, Minnesota. Plaintiff leased a new 2019 Kia Soul from
9 Luther Kia of Bloomington in Bloomington, Minnesota in or around January 26,
10 2019. Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition
11 system. Plaintiff also leased a new 2022 Kia Seltos from Luther Kia in or around
12 December 13, 2021. Plaintiff's vehicle has a traditional "insert-and-turn" steel key
13 ignition system. On information and belief, Plaintiff's 2019 Kia Soul and 2022 Kia
14 Seltos are both Class Vehicles subject to the Theft Prone Defect.

15 891. On information and belief, Luther Kia is part of Kia's network of
16 authorized dealers across the United States and is promoted on Kia's website,
17 which includes an updated list of the dealership's inventory.

18 892. Plaintiff leased her Class Vehicles because she believed that the
19 vehicles were safe, reliable, and high quality. Before leasing the Class Vehicles,
20 Plaintiff reviewed and relied on numerous statements and representations about
21 them.

22 893. Plaintiff visited the Kia website and reviewed representations about the
23 Class Vehicles' safety, reliability, and quality. Because Defendants failed to
24 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
25 Vehicles were affected by the Theft Prone Defect, and instead Kia touted the Class
26 Vehicles' safety, reliability, and quality.

27 894. Plaintiff saw Kia television commercials that touted, among other
28 things, the safety, reliability, and quality of Kia-branded vehicles.

1 895. Plaintiff leased her Class Vehicles primarily for personal, family, and
2 household use.

3 896. On or about December 1, 2021, Plaintiff's 2019 Kia Soul was stolen.
4 Plaintiff was attending a virtual work conference, and after performing errands in
5 the morning, parked her 2019 Kia Soul in the surface parking lot behind her
6 apartment. After finishing her workday, she returned to the parking lot and found
7 her vehicle was gone and observed shattered glass in the parking spot. On realizing
8 that her Class Vehicle was stolen, Plaintiff called the Minneapolis Police
9 Department and reported the theft. On December 14, 2021, Plaintiff's insurance
10 company informed her that her Soul had not been located, and that the vehicle was
11 deemed a total loss.

12 897. Before her 2019 Soul was stolen, Plaintiff intended to lease another
13 vehicle after the lease expired in January 2022, and thus placed a deposit on a 2022
14 Kia Seltos on September 29, 2022. After her Soul was stolen, she was reluctant to
15 lease another Kia, but the salesperson at Luther Kia informed her that the Seltos
16 was equipped with an immobilizer. Plaintiff also viewed news articles regarding
17 Kia and Hyundai thefts across the country, in which Kia and Hyundai represented
18 that all 2022 model year vehicles were equipped with immobilizers. Based on these
19 representations, Plaintiff executed a lease agreement for the 2022 Kia Seltos on
20 December 13, 2021.

21 898. On March 24, 2022, Plaintiff returned home from work at
22 approximately 5:30 and parked her Seltos in her parking lot. The following
23 morning, she returned to the parking lot and saw that someone had attempted to
24 break into her Seltos and removed the steering column cover. Fearing for her safety,
25 she returned to her apartment and called her insurance company and the
26 Minneapolis Police Department.

27 899. Plaintiff brought her vehicle to Caliber Collision in Minneapolis for
28 repairs, which were completed in early April 2022.

1 900. On June 1, 2022, she again returned to her parking lot and this time
2 found that her Seltos had been stolen. After her Soul was stolen, Plaintiff installed
3 an application on her phone called AirTag, which allowed her to track her car. She
4 observed her Seltos was 6 miles away in the Frogtown neighborhood of St. Paul,
5 Minnesota. Plaintiff then called the Minneapolis Police Department and reported
6 the vehicle stolen and relayed its location. The Minneapolis Police recovered the
7 Seltos, and Plaintiff brought it back to Caliber Collision for repairs.

8 901. While Plaintiff's insurance covered some of the repair costs from the
9 theft, she was forced to pay approximately \$1,250 in insurance deductibles out of
10 pocket.

11 902. The premiums on Plaintiff's insurance also increased. Moreover,
12 Plaintiff was forced to switch insurance companies three times since her 2019 Soul
13 was stolen due to the rising insurance costs. Plaintiff's insurance originally had a
14 \$500 deductible (which she paid twice) with an annual premium of \$838. Her
15 current annual premium is \$1,017.

16 903. Plaintiff incurred significant out-of-pocket expenses arising from the
17 theft of her Class Vehicles. Specifically, Plaintiff paid approximately \$975 in car
18 payments while she was without a vehicle, \$300 in parking fees for her assigned
19 spot at her apartment complex despite being without a vehicle, and approximately
20 \$300 in transportation costs she would not have otherwise incurred had her vehicles
21 not been broken into and stolen.

22 904. Plaintiff experienced inconvenience and emotional distress related to
23 the Theft Prone Defect. Plaintiff feared for her safety and worried that the criminals
24 were constantly monitoring her vehicles and attempting to steal them. Plaintiff also
25 lost the use of her vehicle, as described above, and was forced to store her Seltos at
26 her fiancé's parents' home, and now Plaintiff stores it in the garage of her new
27 home, in hopes that the vehicle will not be stolen again. Plaintiff also lost time
28 addressing the thefts, which affected her work, and the time period she did not have

1 access to a vehicle impacted her commute to work. The rising insurance costs have
2 also impacted Plaintiff's financial security and finances.

3 905. At no point before Plaintiff leased her vehicles did Kia disclose that
4 they suffered from the Theft Prone Defect, which renders them highly susceptible
5 and predisposed to theft by experienced and amateur thieves, and which makes
6 them a prime target to be used as instrumentalities through which thieves engage in
7 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
8 the Theft Prone Defect from consumers like Plaintiff. Had Kia disclosed the Theft
9 Prone Defect before Plaintiff acquired the Class Vehicles, Plaintiff would have
10 learned of the concealed information through, for example, the advertising channels
11 described above or through discussions with the salesperson at Luther Kia.

12 906. Plaintiff suffered an ascertainable loss as a result of Defendants'
13 wrongful conduct associated with the Theft Prone Defect.

14 907. Plaintiff did not receive the benefit of her bargain. Plaintiff leased
15 vehicles that are of a lesser standard, grade, and quality than represented, and she
16 did not receive vehicles that met ordinary and reasonable consumer expectations
17 regarding quality design, and safe and reliable operation. The Theft Prone Defect
18 significantly diminished the value of Plaintiff's Class Vehicles.

19 908. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
20 have leased her Class Vehicles.

21 909. Plaintiff John Pope ("Plaintiff," for purposes of this section) is a
22 resident of Minneapolis, Minnesota. Plaintiff purchased a used 2018 Kia Optima
23 from Luther Kia of Bloomington in Bloomington, Minnesota on or around April 16,
24 2021. Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition
25 system. On information and belief, Plaintiff's 2018 Kia Optima is a Class Vehicle
26 subject to the Theft Prone Defect.

1 910. On information and belief, Luther Kia of Bloomington is part of Kia's
2 network of authorized dealers across the United States and is promoted on KA's
3 website, which includes an updated list of the dealership's inventory.

4 911. Plaintiff purchased his Class Vehicle because he believed that the
5 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
6 Plaintiff reviewed and relied on numerous statements and representations about it.

7 912. Plaintiff visited the Kia website and reviewed representations about the
8 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
9 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
10 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
11 Vehicle's safety, reliability, and quality.

12 913. Plaintiff purchased his Class Vehicle primarily for personal, family,
13 and household use.

14 914. On or about June 14, 2022, Plaintiff's Class Vehicle was stolen from
15 the parking lot outside his residence in Minneapolis, Minnesota. On realizing that
16 his Class Vehicle was stolen, Plaintiff filed a police report and insurance claim.

17 915. When Plaintiff's Class Vehicle was subsequently located, the Class
18 Vehicle's back window and front window was broken, the steering column was
19 broken, and the cladding had been removed. All told, the Class Vehicle suffered
20 approximately \$1,500 in damage.

21 916. While Plaintiff's insurance covered some of the repair costs from the
22 theft, Plaintiff still paid around \$700 out of pocket to fix his vehicle.

23 917. While Plaintiff's insurance was not canceled, his insurer did threaten
24 to cancel his policy if his vehicle was stolen again. Plaintiff's insurance premiums
25 were also increased.

26 918. At no point before Plaintiff purchased his vehicle did Kia disclose that
27 it suffered from the Theft Prone Defect, which renders it highly susceptible and
28 predisposed to theft by experienced and amateur thieves, and which makes it a

1 prime target to be used as instrumentalities through which thieves engage in
2 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
3 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
4 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
5 learned of the concealed information through, for example, the advertising channels
6 described above or through discussions with the salesperson at Luther Kia of
7 Bloomington.

8 919. Plaintiff suffered an ascertainable loss as a result of Defendants'
9 wrongful conduct associated with the Theft Prone Defect.

10 920. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
11 vehicle that is of a lesser standard, grade, and quality than represented, and he did
12 not receive a vehicle that met ordinary and reasonable consumer expectations
13 regarding quality design, and safe and reliable operation. The Theft Prone Defect
14 has significantly diminished the value of Plaintiff's Class Vehicle.

15 921. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
16 have purchased his Class Vehicle, or would have paid less to do so.

17 922. Plaintiff Pauline Ragsdale ("Plaintiff," for purposes of this section) is a
18 resident of Northwood, Iowa. Plaintiff purchased a new 2020 Kia Sportage LX
19 from Kia of Mankato in Mankato, Minnesota in or around July 11, 2020. Plaintiff's
20 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
21 and belief, Plaintiff's 2020 Kia Sportage is a Class Vehicle subject to the Theft
22 Prone Defect.

23 923. On information and belief, Kia of Mankato is part of Kia's network of
24 authorized dealers across the United States and is promoted on KA's website,
25 which includes an updated list of the dealership's inventory.

26 924. Plaintiff purchased her Class Vehicle because she believed that the
27 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
28 Plaintiff reviewed and relied on numerous statements and representations about it.

1 925. Plaintiff visited the Kia website and reviewed representations about the
2 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
3 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
4 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
5 Vehicle's safety, reliability, and quality.

6 926. Plaintiff saw Kia television commercials that touted, among other
7 things, the safety, reliability, and quality of Kia-branded vehicles.

8 927. Plaintiff purchased her Class Vehicle primarily for personal, family,
9 and household use.

10 928. Presumably because of the Theft Prone Defect, Plaintiffs' car
11 insurance premium went up approximately \$100 over the last year.

12 929. Plaintiff also experienced inconvenience and emotional distress related
13 to the Theft Prone Defect. Specifically, Plaintiff has stopped driving the vehicle to
14 certain crowded places such as the mall, because Plaintiff fears the risk of theft or
15 attempted theft.

16 930. At no point before Plaintiff purchased her vehicle did Kia disclose that
17 it suffered from the Theft Prone Defect, which renders it highly susceptible and
18 predisposed to theft by experienced and amateur thieves, and which makes it a
19 prime target to be used as instrumentalities through which thieves engage in
20 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
21 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
22 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
23 learned of the concealed information through, for example, the advertising channels
24 described above or through discussions with the salesperson at Kia of Mankato.

25 931. Plaintiff suffered an ascertainable loss as a result of Defendants'
26 wrongful conduct associated with the Theft Prone Defect.

27 932. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
28 a vehicle that is of a lesser standard, grade, and quality than represented, and she

1 did not receive a vehicle that met ordinary and reasonable consumer expectations
2 regarding quality design, and safe and reliable operation. The Theft Prone Defect
3 has significantly diminished the value of Plaintiff's Class Vehicle.

4 933. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
5 have purchased her Class Vehicle, or would have paid less to do so.

6 **17. Missouri Plaintiffs**

7 934. Plaintiff Kathy Hughes ("Plaintiff," for purposes of this section) is a
8 resident of St. Louis, Missouri. Plaintiff purchased a new 2012 Kia Optima from
9 Lou Fusz Kia in St. Louis, Missouri in or around March 2013. Plaintiff's vehicle
10 has a traditional "insert-and-turn" steel key ignition system. On information and
11 belief, Plaintiff's 2012 Kia Optima is a Class Vehicle subject to the Theft Prone
12 Defect.

13 935. On information and belief, Lou Fusz Kia is part of Kia's network of
14 authorized dealers across the United States and is promoted on KA's website,
15 which includes an updated list of the dealership's inventory.

16 936. Plaintiff purchased the Class Vehicle primarily for personal, family,
17 and household use in that this was not purchased on behalf of a business and was
18 not titled in a business' name. It was primarily used by Plaintiff for transportation
19 needs such as household errands and to drive to and from work. The vehicle was
20 purchased with personal funds and kept primarily at Plaintiff's residence.

21 937. Plaintiff purchased her Class Vehicle because she believed that the
22 vehicle was safe, reliable, and high quality. Before the Class Vehicle, Plaintiff
23 reviewed and relied on numerous statements and representations about it.

24 938. Plaintiff had discussions with the salesman at Lou Fusz Kia regarding
25 the Class Vehicles, including their safety, reliability, quality and that they were
26 great cars.

27 939. Plaintiff saw Kia advertisements that touted, among other things, the
28 safety, reliability, and quality of Kia-branded vehicles.

1 940. On or about August 8, 2022, Plaintiff's Class Vehicle was stolen. The
2 car was stolen from in front of her home. On realizing that her Class Vehicle was
3 stolen, Plaintiff filed a police report.

4 941. On or about September 1, 2022, Plaintiff was informed by the St.
5 Louis City tow lot informed her that her Class Vehicle was recovered. After
6 receiving the vehicle back, Plaintiff found it in a state of total loss. The vehicle,
7 which had been a perfectly running vehicle, was completely totaled and had been
8 towed to a tow yard in St. Louis. It had no wheels, no tires, no battery, no radiator,
9 the wires were cut.

10 942. Plaintiff's insurance premiums increased as a result of the recent thefts
11 of cars in her neighborhood and surrounding areas.

12 943. Because Plaintiff was uninsured against theft she suffered a total loss
13 of the vehicle, including the Kelly Blue Book of the vehicle at the time, in the
14 amount of \$11,000 and other incidental losses like new tires that had been recently
15 installed, in the amount of \$600.

16 944. Plaintiff incurred significant out-of-pocket expenses following the
17 theft of her Class Vehicle. Specifically, Plaintiff incurred the following expenses:
18 purchasing a replacement vehicle, missing three days of work trying to purchase a
19 replacement vehicle, being without a vehicle for three weeks, and having to pay for
20 public transportation during that time.

21 945. Plaintiff experienced inconvenience and emotional distress related to
22 the Theft Prone Defect and the theft of her Class Vehicle. Having her car stolen
23 from her home caused her increased emotional distress and anxiety that she did not
24 have before the theft. She had to use public transportation until a replacement
25 vehicle could be obtained.

26 946. At no point before Plaintiff purchased her vehicle did Kia disclose that
27 it suffered from the Theft Prone Defect, which renders it highly susceptible and
28 predisposed to theft by experienced and amateur thieves, and which makes it a

1 prime target to be used as instrumentalities through which thieves engage in
2 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
3 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
4 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
5 learned of the concealed information through, for example, the advertising channels
6 described above and through discussions with the salesperson at Lou Fusz Kia.

7 947. Plaintiff suffered an ascertainable loss as a result of Defendants'
8 wrongful conduct associated with the Theft Prone Defect.

9 948. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
10 a vehicle that is of a lesser standard, grade, and quality than represented, and she
11 did not receive a vehicle that met ordinary and reasonable consumer expectations
12 regarding quality design, and safe and reliable operation. The Theft Prone Defect
13 has significantly diminished the value of Plaintiff's Class Vehicle.

14 949. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
15 have purchased her Class Vehicle, or would have paid less to do so.

16 950. Plaintiff Rosemary Winner Johnson ("Plaintiff," for purposes of this
17 section) is a resident of St. Louis, Missouri. Plaintiff purchased a used 2011 Kia
18 Optima from Capital City Motors in St. Louis, Missouri on or around September
19 21, 2021. Plaintiff also purchased a used 2020 Kia Sorento from Napleton's Mid
20 Rivers Kia in St. Peters, Missouri on or around September 20, 2021. Plaintiff's
21 vehicles have a traditional "insert-and-turn" steel key ignition system. On
22 information and belief, Plaintiff's 2011 Kia Optima and 2020 Kia Sorento are Class
23 Vehicles subject to the Theft Prone Defect.

24 951. On information and belief, Napleton's Mid Rivers Kia is part of Kia's
25 network of authorized dealers across the United States and is promoted on KA's
26 website, which includes an updated list of the dealership's inventory.

27 952. Plaintiff purchased her Class Vehicles because she believed that the
28 vehicles were safe, reliable, and high quality. Before purchasing the Class Vehicles,

1 Plaintiff reviewed and relied on numerous statements and representations about it or
2 Kia-branded Vehicles.

3 953. Plaintiff visited the Kia dealership website and reviewed
4 representations about the Class Vehicles' reliability. Because Defendants failed to
5 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
6 Vehicles were affected by the Theft Prone Defect, and instead Kia touted the Class
7 Vehicles' safety, reliability, and quality.

8 954. Plaintiff saw Kia television commercials that touted, among other
9 things, the safety, reliability, and quality of Kia-branded vehicles.

10 955. On or about August 2022, Plaintiff's 2011 Kia Optima Class Vehicle
11 was stolen. On realizing that her Class Vehicle was stolen, Plaintiff filed a police
12 report.

13 956. On or about the same day, Plaintiff was informed by the police that her
14 2011 Kia Optima Class Vehicle was recovered. After receiving the vehicle back,
15 Plaintiff learned that it was wrecked and totaled. It was not drivable.

16 957. Plaintiff also experienced an increase of premium and the total loss of
17 a vehicle on her record.

18 958. Because Plaintiff was uninsured against theft, she incurred damages in
19 the form of the total lost value of the 2011 Kia Optima Class Vehicle

20 959. Plaintiff incurred significant out-of-pocket expenses following the
21 theft of her Class Vehicle. Specifically, Plaintiff incurred the following expenses,
22 including the total loss of the value of the 2011 Kia Optima Class Vehicle.

23 960. Plaintiff experienced inconvenience and emotional distress related to
24 the Theft Prone Defect and the theft of her Class Vehicle. Specifically, she is a
25 single mother of two boys, both who live with her and both driving age. She needed
26 this second car so they could use it to get to school, work, and sports practices and
27 events, and social events. Being down to just one car for three people was terrible.
28 She had to rehaul her daily schedule, costing her sleep and time. Her youngest son

1 is going to college in the fall, and she is now stressed about finances as she attempts
2 to figure out how to get him a car, as he will need one. She had to take money out
3 of her 401(k) to buy the stolen vehicle. She continues to be stressed and have
4 anxiety about the car that was not stolen. She bought a club and uses it every time
5 she parks it. She constantly wonders if her car will be stolen. She knows it's a target
6 and worries about it.

7 961. Approximately a week before her 2011 Class Vehicle was stolen, her
8 2020 Class Vehicle was broken into. She filed a police report but did not file an
9 insurance claim because her deductible was \$500 and the cost to fix the damage
10 was \$350.

11 962. Plaintiff purchased the Class Vehicles primarily for personal, family,
12 and household purposes in that this was not purchased on behalf of a business and
13 was not titled in a business' name. These were Plaintiff's only vehicles and she
14 used it for all her personal, family, and household transportation needs such as
15 household errands. Because they were Plaintiff's only vehicles and Plaintiff used
16 them for personal purposes, she purchased them with personal funds and kept them
17 at her residence.

18 963. At no point before Plaintiff purchased her vehicles did Kia disclose
19 that they suffered from the Theft Prone Defect, which renders them highly
20 susceptible and predisposed to theft by experienced and amateur thieves, and which
21 makes them a prime target to be used as instrumentalities through which thieves
22 engage in reckless driving or other criminal activity. Indeed, Kia concealed the
23 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
24 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicles,
25 Plaintiff would have learned of the concealed information through, for example, the
26 advertising channels described above through discussions with the salesperson at
27 the dealership.

28

1 964. Plaintiff suffered an ascertainable loss as a result of Defendants’
2 wrongful conduct associated with the Theft Prone Defect.

3 965. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
4 vehicles that are of a lesser standard, grade, and quality than represented, and she
5 did not receive vehicles that met ordinary and reasonable consumer expectations
6 regarding quality design, and safe and reliable operation. The Theft Prone Defect
7 has significantly diminished the value of Plaintiff’s Class Vehicles.

8 966. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
9 have purchased her Class Vehicle.

10 967. Plaintiff Maggie Ketchie (“Plaintiff,” for purposes of this section) is a
11 resident of St. Louis, Missouri. Plaintiff purchased a new 2021 Kia Rio S from Lou
12 Fusz Kia in St. Louis, Missouri on or around October 14, 2021. Plaintiff’s vehicle
13 has a traditional “insert-and-turn” steel key ignition system. On information and
14 belief, Plaintiff’s 2021 Kia Rio is a Class Vehicle subject to the Theft Prone Defect.

15 968. On information and belief, Lou Fusz Kia is part of Kia’s network of
16 authorized dealers across the United States and is promoted on KA’s website,
17 which includes an updated list of the dealership’s inventory.

18 969. Plaintiff purchased Plaintiff’s Class Vehicle because Plaintiff believed
19 that the vehicle was safe, reliable, and high quality. Before purchasing the Class
20 Vehicle, Plaintiff reviewed and relied on numerous statements and representations
21 online about it.

22 970. Plaintiff saw Kia television commercials that touted, among other
23 things, the safety, reliability, and quality of Kia-branded vehicles.

24 971. Plaintiff visited the Kia website and reviewed representations about the
25 Class Vehicle’s safety, reliability, and quality. Because Defendants failed to
26 disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the Class
27 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
28 Vehicle’s safety, reliability, and quality.

1 972. Plaintiff purchased the car primarily for personal, family, and
2 household purposes in that this was not purchased on behalf of a business and was
3 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
4 her personal, family, and household transportation needs such as household errands.
5 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
6 she purchased it with personal funds and kept it at her residence.

7 973. On or about October 29, 2022, at approximately 3:00 a.m., Plaintiff's
8 Class Vehicle was broken into. Plaintiff heard the alarm go off, disarmed the car,
9 and shouted at the perpetrator, causing them to flee. Later in the morning on
10 October 29, 2022, Plaintiff realized that the Class Vehicle's window had been
11 broken during the incident.

12 974. Additionally, because each of the three different times Plaintiff went to
13 obtain a free Steering Wheel Lock being offered by the City of Saint Louis
14 (including on July 18, 2022, and July 19, 2022) the Steering Wheel Locks were
15 always out of stock, Plaintiff paid approximately \$30.00 out of pocket to obtain a
16 Steering Wheel Lock to help deter the theft of Plaintiff's Class Vehicle in late July
17 of 2022.

18 975. Because the damage to Plaintiff's Class Vehicle did not meet the
19 deductible, Plaintiff incurred \$256.29 in costs to have her Class Vehicle's window
20 replaced and incurred additional costs for cleaning to have glass removed from her
21 Class Vehicle.

22 976. Plaintiff experienced inconvenience and emotional distress related to
23 the Theft Prone Defect. She did not drive her Class Vehicle for a total of two days
24 due to the Theft Prone Defect. Plaintiff now frequently worries about where to go
25 and if her Class Vehicle will be safe and secure. Additionally, Plaintiff is very
26 concerned that her Class Vehicle will become uninsurable, and that the resale value
27 of the Class Vehicle will be significantly less than it would have been worth had it
28 not had the Theft Prone Defect.

1 977. At no point before Plaintiff purchased Plaintiff's Class Vehicle did Kia
2 disclose that it suffered from the Theft Prone Defect, which renders it highly
3 susceptible and predisposed to theft by experienced and amateur thieves, and which
4 makes it a prime target to be used as instrumentalities through which thieves engage
5 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
6 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
7 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
8 learned of the concealed information through, for example, the advertising channels
9 described above and/or through discussions with the salesperson at Lou Fusz Kia.

10 978. Plaintiff suffered an ascertainable loss as a result of Defendants'
11 wrongful conduct associated with the Theft Prone Defect.

12 979. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
13 a vehicle that is of a lesser standard, grade, and quality than represented, and she
14 did not receive a vehicle that met ordinary and reasonable consumer expectations
15 regarding quality design, and safe and reliable operation. The Theft Prone Defect
16 has significantly diminished the value of Plaintiff's Class Vehicle.

17 980. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
18 have purchased her Class Vehicle.

19 981. Plaintiff Peggy Ciafullo ("Plaintiff," for purposes of this section) is a
20 resident of Lees Summit, Missouri. Plaintiff purchased a new 2018 Kia Sportage
21 from Shawnee Mission Kia in Merriam, Kansas, in or around August 2018.
22 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
23 information and belief, Plaintiff's 2018 Kia Sportage is a Class Vehicle subject to
24 the Theft Prone Defect.

25 982. On information and belief, Shawnee Mission Kia is part of Kia's
26 network of authorized dealers across the United States and is promoted on KA's
27 website, which includes an updated list of the dealership's inventory.
28

1 983. Plaintiff purchased her Class Vehicle because she believed that the
2 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
3 Plaintiff reviewed and relied on numerous statements and representations about it.

4 984. Plaintiff visited the Kia website and reviewed representations about the
5 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
6 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
7 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
8 Vehicle's safety, reliability, and quality.

9 985. Plaintiff saw Kia television commercials that touted, among other
10 things, the safety, reliability, and quality of Kia-branded vehicles.

11 986. On or about November 26, 2022, while visiting her son, Plaintiff's
12 Class Vehicle was stolen from the street in front of her son's apartment in Chicago,
13 Illinois. On realizing that her Class Vehicle was stolen, Plaintiff filed a police report
14 and later an insurance claim.

15 987. On or about November 27, 2022, the Chicago Police Department
16 informed Plaintiff that her Class Vehicle had been abandoned and recovered. After
17 it was recovered, Plaintiff found her Class Vehicle severely damaged. The Class
18 Vehicle's windshield was shattered, the back passenger window was shattered, the
19 steering column was damaged, and the Class Vehicle had engine and mechanical
20 issues.

21 988. While Plaintiff's insurance covered all the repair costs from the theft,
22 she was forced to pay the policy's \$500 deductible out of pocket.

23 989. In December 2022, following the theft and insurance claim, Plaintiff's
24 annual insurance premium increased by approximately \$500.

25 990. Plaintiff also incurred other out-of-pocket expenses following the theft
26 of her Class Vehicle. Specifically, Plaintiff's insurer only partially covered the cost
27 of her rental vehicle, and she had to pay out of pocket for the remainder. She also
28 had personal property stolen from her Class Vehicle that was not covered by her

1 insurer. Additionally, after the theft, Plaintiff had to leave her Class Vehicle in
2 Chicago to get repaired, and she had to pay out of pocket for alternative
3 transportation from Chicago to Kansas City for herself and her husband.

4 991. Plaintiff experienced inconvenience and emotional distress related to
5 the Theft Prone Defect. Specifically, Plaintiff's Class Vehicle was stolen over
6 Thanksgiving while she was visiting her son in Chicago, which ruined the holiday,
7 turning an enjoyable Thanksgiving into a terrible situation. Plaintiff had to take the
8 train home and wait for her Class Vehicle to be repaired in Chicago, as it was
9 undriveable and due to the high number of thefts caused by the Theft Prone Defect,
10 replacement parts were hard to get. On top of this, Plaintiff's insurance only
11 covered thirty days of rental car, so in the middle of the next Holiday Season
12 (Christmas and New Years), Plaintiff found herself without a car again. Plaintiff
13 experienced anxiety during this time as she did not know how long she would be
14 without a car. Her husband traveled a lot, so she was left at home, on her own,
15 without transportation, and not knowing how long this unfortunate situation would
16 last. Even today, she still has anxiety and concerns over whether her car will be
17 stolen again. It is always on her mind, for instance, when she parks, as she wonders
18 if she is in a safe spot or if she should move it somewhere else.

19 992. Plaintiff purchased the car primarily for personal, family, and
20 household purposes in that this was not purchased on behalf of a business and was
21 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
22 her personal, family, and household transportation needs such as household errands.
23 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
24 she purchased it with personal funds and kept it at her residence.

25 993. At no point before Plaintiff purchased her vehicle did Kia disclose that
26 it suffered from the Theft Prone Defect, which renders it highly susceptible and
27 predisposed to theft by experienced and amateur thieves, and which makes it a
28 prime target to be used as instrumentalities through which thieves engage in

1 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
2 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
3 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
4 learned of the concealed information through, for example, the advertising channels
5 described above or through discussions with the salesperson at Shawnee Mission
6 Kia.

7 994. Plaintiff suffered an ascertainable loss as a result of Defendants'
8 wrongful conduct associated with the Theft Prone Defect.

9 995. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
10 a vehicle that is of a lesser standard, grade, and quality than represented, and she
11 did not receive a vehicle that met ordinary and reasonable consumer expectations
12 regarding quality design, and safe and reliable operation. The Theft Prone Defect
13 has significantly diminished the value of Plaintiff's Class Vehicle.

14 996. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
15 have purchased her Class Vehicle, or would have paid less to do so.

16 **18. Nebraska Plaintiffs**

17 997. Plaintiff Amber Hall ("Plaintiff," for purposes of this section) is a
18 resident of Nebraska City, Nebraska. Plaintiff purchased a used 2012 Kia Sportage
19 from H&H Kia in Omaha, Nebraska in or around May 28, 2022. Plaintiff's vehicle
20 has a traditional "insert-and-turn" steel key ignition system. On information and
21 belief, Plaintiff's 2012 Kia Sportage is a Class Vehicle subject to the Theft Prone
22 Defect.

23 998. On information and belief, H&H Kia is part of Kia's network of
24 authorized dealers across the United States and is promoted on KA's website,
25 which includes an updated list of the dealership's inventory.

26 999. Plaintiff purchased her Class Vehicle because she believed that the
27 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle.
28

1 She spoke to the sales representative at H&H Kia that represented the Class Vehicle
2 as a safe and reliable vehicle.

3 1000. Plaintiff purchased the Class Vehicle primarily for personal, family,
4 and household use in that this was not purchased by or on behalf of a business and
5 was not titled in a business' name. It was used primarily for daily transportation
6 needs such as household errands and to go to and from her work as a schoolteacher.
7 The vehicle was bought with personal funds and is kept at Plaintiff's residence.

8 1001. Plaintiff saw Kia television commercials that touted, among other
9 things, the safety, reliability, and quality of Kia-branded vehicles.

10 1002. Plaintiff experienced inconvenience and emotional distress related to
11 the Theft Prone Defect. Plaintiff experiences worry and concern regarding the risks
12 the Theft Prone Defect poses to her Class Vehicle. She works in a large city, and
13 she is overcome with anxiety that her Class Vehicle may be stolen at any time.
14 Even routine trips to the store cause Plaintiff bouts of anxiety and panic.

15 1003. At no point before Plaintiff purchased her vehicle did Kia disclose that
16 it suffered from the Theft Prone Defect, which renders it highly susceptible and
17 predisposed to theft by experienced and amateur thieves, and which makes it a
18 prime target to be used as instrumentalities through which thieves engage in
19 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
20 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
21 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
22 learned of the concealed information through, for example, the advertising channels
23 described above or through discussions with the salesperson at H&H Kia.

24 1004. Plaintiff suffered an ascertainable loss as a result of Defendants'
25 wrongful conduct associated with the Theft Prone Defect.

26 1005. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
27 a vehicle that is of a lesser standard, grade, and quality than represented, and she
28 did not receive a vehicle that met ordinary and reasonable consumer expectations

1 regarding quality design, and safe and reliable operation. The Theft Prone Defect
2 has significantly diminished the value of Plaintiff's Class Vehicle.

3 1006. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
4 have purchased her Class Vehicle, or would have paid less to do so.

5 1007. Plaintiff Michael Ryle ("Plaintiff," for purposes of this section) is a
6 resident of Omaha, Nebraska. Plaintiff purchased a used 2012 Kia Sportage LX
7 from H&H Kia in Omaha, Nebraska in or around April 2014. Plaintiff also
8 purchased a used 2019 Kia Sorento from H&H Kia in Omaha, Nebraska in or
9 around 2020. Plaintiff's vehicles have a traditional insert-and-turn" steel key
10 ignition system. On information and belief, Plaintiff's 2012 Kia Sportage and 2019
11 Kia Sorento are Class Vehicles subject to the Theft Prone Defect.

12 1008. On information and belief, H&H Kia is part of Kia's network of
13 authorized dealers across the United States and is promoted on KA's website,
14 which includes an updated list of the dealership's inventory.

15 1009. Plaintiff purchased the Class Vehicles primarily for personal, family,
16 and household purposes in that this was not purchased on behalf of a business and
17 was not titled in a business' name.

18 1010. Plaintiff purchased the Class Vehicles because he believed that the
19 vehicles were safe, reliable, and high quality. Before purchasing the Class Vehicles,
20 Plaintiff reviewed and relied on numerous statements and representations about
21 them or Kia-branded vehicles.

22 1011. Before purchasing the Class Vehicles, Plaintiff visited the Kia website
23 and reviewed representations about the Class Vehicles' safety, reliability, and
24 quality. Because Defendants failed to disclose the Theft Prone Defect, Plaintiff's
25 research did not uncover that the Class Vehicles were affected by the Theft Prone
26 Defect, and instead Kia touted the Class Vehicles' safety, reliability, and quality.
27 Prior to purchase, the H&H sales representatives promoted the anti-theft features of
28 the cars and the safety and reliability of the vehicles.

1 1012. Plaintiff's 2012 Kia Sportage Class Vehicle was the subject of an
2 attempted theft twice. The first break-in occurred in or about June 2021. The second
3 break-in occurred in or around June 2022. Plaintiff was able to thwart the
4 perpetrators from taking his Class Vehicle on both occasions through his home's
5 security system.

6 1013. Plaintiff incurred out-of-pocket expenses following the attempted theft
7 of his Class Vehicle. Specifically, Plaintiff incurred the expense of a new garage
8 door opener system because the perpetrators stole Plaintiff's garage door opener.
9 They also stole Plaintiff's tools.

10 1014. Plaintiff experienced inconvenience and emotional distress related to
11 the Theft Prone Defect. Plaintiff experiences anxiety regarding the rash of thefts of
12 Class Vehicles, as many people living in Plaintiff's neighborhood had their Kia-
13 branded vehicles stolen recently. On information and belief, these Kia-branded
14 vehicles are Class Vehicles. Plaintiff also has suffered from anxiety and
15 inconvenience because he no longer drives his Class Vehicles to the downtown area
16 and instead obtains rides from other people when he goes downtown.

17 1015. At no point before Plaintiff purchased his Class Vehicles did Kia
18 disclose that it suffered from the Theft Prone Defect, which renders it highly
19 susceptible and predisposed to theft by experienced and amateur thieves, and which
20 makes them a prime target to be used as instrumentalities through which thieves
21 engage in reckless driving or other criminal activity. Indeed, Kia concealed the
22 existence of the Theft Prone Defect from consumers like Plaintiff. Had they
23 disclosed the Theft Prone Defect before Plaintiff acquired the Class Vehicles,
24 Plaintiff would have learned of the concealed information through, for example, the
25 advertising channels described above or through discussions with the salesperson at
26 H&H Kia.

27 1016. Plaintiff suffered an ascertainable loss as a result of Defendants'
28 wrongful conduct associated with the Theft Prone Defect.

1 1017. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased
2 vehicles that are of a lesser standard, grade, and quality than represented, and he did
3 not receive vehicles that met ordinary and reasonable consumer expectations
4 regarding quality design, and safe and reliable operation. The Theft Prone Defect
5 has significantly diminished the value of Plaintiff's Class Vehicles.

6 1018. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
7 have purchased his Class Vehicles, or would have paid less to do so.

8 **19. Nevada Plaintiff**

9 1019. Plaintiff James DePorche ("Plaintiff," for purposes of this section) is a
10 resident of North Las Vegas, Nevada. Plaintiff purchased a new 2019 Kia Sorento
11 LX from Jim Marsh Kia in North Las Vegas Nevada, in or around September 2018.
12 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
13 information and belief, Plaintiff's 2019 Kia Sorento is a Class Vehicle subject to
14 the Theft Prone Defect.

15 1020. On information and belief, Jim Marsh Kia is part of Kia's network of
16 authorized dealers across the United States and is promoted on KA's website,
17 which includes an updated list of the dealership's inventory.

18 1021. Plaintiff purchased his Class Vehicle because he believed that the
19 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
20 Plaintiff reviewed and relied on numerous statements and representations about it.

21 1022. Plaintiff purchased the Class Vehicle primarily for personal, family,
22 and household use in that this was not purchased by or on behalf of a business and
23 was not titled in a business' name. It was used primarily for daily transportation
24 needs such as household errands. The vehicle was bought with personal funds and
25 is kept at Plaintiff's residence.

26 1023. Plaintiff visited the Kia website and reviewed online representations
27 about the Class Vehicle's safety, reliability, and quality. Because Defendants failed
28 to disclose the Theft Prone Defect, Plaintiff's research did not uncover that the

1 Class Vehicle was affected by the Theft Prone Defect, and instead Kia touted the
2 Class Vehicle's safety, reliability, and quality. The sales representatives at Jim
3 Marsh Kia represented the Class Vehicle to be a safe and reliable, quality vehicle.

4 1024. Plaintiff saw Kia television commercials that touted, among other
5 things, the safety, reliability, and quality of Kia-branded vehicles.

6 1025. At no point before Plaintiff purchased his vehicle did Kia disclose that
7 it suffered from the Theft Prone Defect, which renders it highly susceptible and
8 predisposed to theft by experienced and amateur thieves, and which makes it a
9 prime target to be used as instrumentalities through which thieves engage in
10 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
11 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
12 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
13 learned of the concealed information through, for example, the advertising channels
14 described above or through discussions with the salesperson at Jim Marsh Kia and
15 the other Las Vegas Kia dealerships he visited.

16 1026. Plaintiff suffered an ascertainable loss as a result of Defendants'
17 wrongful conduct associated with the Theft Prone Defect.

18 1027. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
19 vehicle that is of a lesser standard, grade, and quality than represented, and he did
20 not receive a vehicle that met ordinary and reasonable consumer expectations
21 regarding quality design, and safe and reliable operation. The Theft Prone Defect
22 has significantly diminished the value of Plaintiff's Class Vehicle.

23 1028. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
24 have purchased his Class Vehicle, or would have paid less to do so.

25 **20. New York Plaintiffs**

26 1029. Plaintiff Ronald DeSarro ("Plaintiff," for purposes of this section) is a
27 resident of Syracuse, New York. Plaintiff leased a new 2021 Kia Sportage LX from
28 Driver's Village Kia in Cicero, New York in or around March 2021. Plaintiff's

1 vehicle has a traditional “insert-and-turn” steel key ignition system. On information
2 and belief, Plaintiff’s 2021 Kia Sportage is a Class Vehicle subject to the Theft
3 Prone Defect.

4 1030. On information and belief, Driver’s Village Kia is part of Kia’s
5 network of authorized dealers across the United States and is promoted on KA’s
6 website, which includes an updated list of the dealership’s inventory.

7 1031. Plaintiff purchased his Class Vehicle because he believed that the
8 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
9 Plaintiff reviewed and relied on numerous statements and representations about it.

10 1032. Plaintiff leased the Class Vehicle primarily for personal, family, and
11 household use in that this was not leased by or on behalf of a business and was not
12 titled in a business’ name. It was used primarily for transportation needs such as
13 household errands, to drive to the gym, to drive to hockey games and to drive to
14 and from work. The vehicle was leased with personal funds and kept at Plaintiff’s
15 residence.

16 1033. Plaintiff visited the Kia website and reviewed representations about the
17 Class Vehicle’s safety, reliability, and quality. Because Defendants failed to
18 disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the Class
19 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
20 Vehicle’s safety, reliability, and quality.

21 1034. Plaintiff saw Kia commercials that touted, among other things, the
22 safety, reliability, and quality of Kia-branded vehicles.

23 1035. On or about February 26, 2023, Plaintiff’s Class Vehicle was stolen.
24 On realizing that his Class Vehicle was stolen, Plaintiff filed a police report and
25 insurance claim.

26 1036. On or about February 27, 2023, Plaintiff was informed by Syracuse
27 police that his Class Vehicle was recovered. After receiving the vehicle back,
28

1 Plaintiff found a window broken, damage to front bumper, damage to rear lift gate,
2 the seat was cut with a knife, and the interior was damaged.

3 1037. While Plaintiff's insurance covered all of the repair costs from the
4 theft, he will be forced to pay the policy's \$500 deductible out of pocket.

5 1038. Plaintiff incurred significant out-of-pocket expenses following the
6 theft of his Class Vehicle. Specifically, Plaintiff incurred repair costs
7 (approximately \$6,000), towing costs (\$840), and stolen personal property such as
8 hockey equipment, sunglasses, etc. in excess of \$1,000.

9 1039. Plaintiff experienced inconvenience and emotional distress related to
10 the Theft Prone Defect. Indeed, Plaintiff has spent many hours on the phone with
11 the tow company, body shop, insurance company, and dealership, and the repairs
12 are still not complete. As a result, Plaintiff has suffered frustration and anger.

13 1040. At no point before Plaintiff leased his vehicle did Kia disclose that it
14 suffered from the Theft Prone Defect, which renders it highly susceptible and
15 predisposed to theft by experienced and amateur thieves, and which makes it a
16 prime target to be used as instrumentalities through which thieves engage in
17 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
18 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
19 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
20 learned of the concealed information through, for example, the advertising channels
21 described above or through discussions with the salesperson at Driver's Village
22 Kia.

23 1041. Plaintiff suffered an ascertainable loss as a result of Defendants'
24 wrongful conduct associated with the Theft Prone Defect.

25 1042. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
26 vehicle that is of a lesser standard, grade, and quality than represented, and he did
27 not receive a vehicle that met ordinary and reasonable consumer expectations
28

1 regarding quality design, and safe and reliable operation. The Theft Prone Defect
2 has significantly diminished the value of Plaintiff's Class Vehicle.

3 1043. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
4 have purchased his Class Vehicle, or would have paid less to do so.

5 1044. Plaintiff Teresa Harris ("Plaintiff," for purposes of this section) is a
6 resident of Buffalo, New York. Plaintiff purchased a used 2018 Kia Optima FE
7 from Northtown Kia in Buffalo, New York in or around April 2021. Plaintiff's
8 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
9 and belief, Plaintiff's 2019 Kia Optima is a Class Vehicle subject to the Theft Prone
10 Defect.

11 1045. On information and belief, Northtown Kia is part of Kia's network of
12 authorized dealers across the United States and is promoted on KA's website,
13 which includes an updated list of the dealership's inventory.

14 1046. Plaintiff purchased her Class Vehicle because she believed that the
15 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
16 Plaintiff reviewed and relied on numerous statements and representations about it.

17 1047. Plaintiff visited the Kia website and reviewed representations about the
18 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
19 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
20 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
21 Vehicle's safety, reliability, and quality.

22 1048. Plaintiff saw Kia television commercials that touted, among other
23 things, the safety, reliability, and quality of Kia-branded vehicles.

24 1049. On or about October 4, 2022, Plaintiff's Class Vehicle was broken
25 into. On realizing that her Class Vehicle was broken into, Plaintiff filed a police
26 report.

27 1050. Plaintiff had insurance but had to pay a \$500 deductible. She also had
28 to pay a \$50 deposit for her rental fee.

1 1051. Plaintiff experienced inconvenience and emotional distress related to
2 the Theft Prone Defect and the breaking into of her Class Vehicle. Specifically, her
3 car was broken into during the day right in front of where she lives. When she
4 approached her car to go to work, she saw broken glass shattered onto her
5 daughter's car seat. She feels violated and insecure. Owning the car continues to
6 stress her out as she worries if it will get broken into again. It was also inconvenient
7 not having a car for a few days while she waited for a rental car.

8 1052. Plaintiff purchased the car primarily for personal, family, and
9 household purposes in that this was not purchased on behalf of a business and was
10 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
11 her personal, family, and household transportation needs such as household errands.
12 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
13 she purchased it with personal funds and kept it at her residence.

14 1053. At no point before Plaintiff purchased her vehicle did Kia disclose that
15 it suffered from the Theft Prone Defect, which renders it highly susceptible and
16 predisposed to theft by experienced and amateur thieves, and which makes it a
17 prime target to be used as instrumentalities through which thieves engage in
18 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
19 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
20 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
21 learned of the concealed information through, for example, the advertising channels
22 described above or through discussions with the salesperson at Northtown Kia.

23 1054. Plaintiff suffered an ascertainable loss as a result of Defendants'
24 wrongful conduct associated with the Theft Prone Defect.

25 1055. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
26 a vehicle that is of a lesser standard, grade, and quality than represented, and she
27 did not receive a vehicle that met ordinary and reasonable consumer expectations
28

1 regarding quality design, and safe and reliable operation. The Theft Prone Defect
2 has significantly diminished the value of Plaintiff's Class Vehicle.

3 1056. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
4 have purchased her Class Vehicle, or would have paid less to do so.

5 **21. Ohio Plaintiffs**

6 1057. Plaintiff Cameron Cunningham ("Plaintiff," for purposes of this
7 section) is a resident of Cincinnati, Ohio. Plaintiff purchased a used 2013 Kia
8 Optima LX from Kerry Ford Automotive in Cincinnati, Ohio, in or around August
9 2016. Plaintiff's Class Vehicle had a traditional "insert-and-turn" steel key ignition
10 system. On information and belief, Plaintiff's 2013 Kia Optima is a Class Vehicle
11 subject to the Theft Prone Defect.

12 1058. Plaintiff purchased his Class Vehicle primarily for personal, family,
13 and household use.

14 1059. Plaintiff purchased her Class Vehicle because he believed that the
15 vehicle was safe, reliable, and high-quality. Before purchasing the Class Vehicle,
16 Plaintiff reviewed and relied on numerous statements and representations about it.

17 1060. Plaintiff visited the Kia website and reviewed representations about the
18 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
19 disclose the Defect, Plaintiff's research did not uncover that the Class Vehicle was
20 affected by the Defect, and instead Kia touted the Class Vehicle's safety, reliability,
21 and quality.

22 1061. Plaintiff saw Kia television commercials that touted, among other
23 things, the safety, reliability, and quality of Kia-branded vehicles.

24 1062. On or about June 20, 2022, Plaintiff's Class Vehicle was stolen from
25 her home. Plaintiff learned of the theft when the Forest Park Police department
26 informed him that his car was found by local police that same morning, under a
27 mile from Plaintiff's home.

28

1 1063. On or about June 20, 2022, Plaintiff was informed by Forest Park
2 Police that his Class Vehicle was recovered, but had been totaled. The car was ruled
3 a total loss on the spot because the Class Vehicle had been crashed into a concrete
4 barrier and a tree, destroying the engine and the front of the Class Vehicle.

5 1064. Because Plaintiff was uninsured against theft, he received no money
6 from his insurer and incurred significant out-of-pocket expenses, including: 2.5
7 months of Uber and/or Lyft payments amounting to approximately \$65 per day,
8 Class Vehicle replacement costs of at least a \$1,000 down payment and \$801.31 a
9 month, and tow truck fees from the scene of the crash in the amount of \$250.

10 1065. Plaintiff experienced inconvenience and emotional distress related to
11 the Theft Prone Defect and the theft of his Class Vehicle.

12 1066. At no point before Plaintiff purchased his Class Vehicle did Kia
13 disclose that it suffered from the Theft Prone Defect, which renders it highly
14 susceptible and predisposed to theft by experienced and amateur thieves, and which
15 makes it a prime target to be used as instrumentalities through which thieves engage
16 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
17 the Theft Prone Defect from consumers like Plaintiff. Had Defendants disclosed the
18 Theft Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
19 learned of the concealed information through, for example, the advertising channels
20 described above.

21 1067. Plaintiff suffered an ascertainable loss as a result of Defendants'
22 wrongful conduct associated with the Theft Prone Defect.

23 1068. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
24 vehicle that is of a lesser standard, grade, and quality than represented, and he did
25 not receive a vehicle that met ordinary and reasonable consumer expectations
26 regarding quality design, and safe and reliable operation. The Theft Prone Defect
27 has significantly diminished the value of Plaintiff's Class Vehicle.

28

1 1069. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have purchased his Class Vehicle, or would have paid less to do so.

3 1070. Plaintiff Shatoya McKinney (“Plaintiff,” for purposes of this section)
4 is a resident of Cleveland, Ohio. Plaintiff purchased a used 2021 Kia Seltos S from
5 Kia of Bedford in Bedford, Ohio in or around August 9, 2022. Plaintiff’s vehicle
6 has a traditional “insert-and-turn” steel key ignition system. On information and
7 belief, Plaintiff’s 2021 Kia Seltos is a Class Vehicle subject to the Theft Prone
8 Defect.

9 1071. On information and belief, Kia of Bedford is part of Kia’s network of
10 authorized dealers across the United States and is promoted on KA’s website,
11 which includes an updated list of the dealership’s inventory.

12 1072. Plaintiff purchased their Class Vehicle because they believed that the
13 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
14 Plaintiff reviewed and relied on numerous statements and representations about it.

15 1073. At Kia of Bedford, Plaintiff saw representations about the Class
16 Vehicle’s safety, reliability, and quality. Because Defendants failed to disclose the
17 Theft Prone Defect, Plaintiff’s research did not uncover that the Class Vehicle was
18 affected by the Theft Prone Defect, and instead Kia touted the Class Vehicle’s
19 safety, reliability, and quality.

20 1074. Plaintiff saw Kia television commercials that touted, among other
21 things, the safety, reliability, and quality of Kia-branded vehicles.

22 1075. Plaintiff purchased their Class Vehicle primarily for personal, family,
23 and household use.

24 1076. In November 2022, Plaintiff’s Class Vehicle was stolen from
25 Plaintiff’s driveway. On realizing that their Class Vehicle was stolen, Plaintiff filed
26 a police report and insurance claim.

27 1077. About ten days later, Plaintiff was informed by the city of Cleveland
28 Police that their Class Vehicle was recovered. After receiving the vehicle back,

1 Plaintiff found visible damage to the body of the car including dents and scratches.
2 The vehicle also had low tire pressure, and the steering wheel appeared damaged
3 and was not turning correctly.

4 1078. Plaintiff immediately took the car to be repaired, however the repair
5 shop informed Plaintiff the repair would not be complete until February of 2023
6 due to the high demand for repairs related to the Theft Prone Defect.

7 1079. While Plaintiff's insurance covered all the repair costs from the theft,
8 they were forced to pay the policy's \$500 deductible out of pocket.

9 1080. In February 2023, Plaintiff's monthly insurance premium increased
10 from \$250 to \$450.

11 1081. Plaintiff incurred significant out-of-pocket expenses following the
12 theft of their Class Vehicle. Specifically, Plaintiff purchased a club to protect the
13 car from further theft attempts and paid for alternative transportation, including
14 paying coworkers for rides to work.

15 1082. Plaintiff experienced inconvenience and emotional distress related to
16 the Theft Prone Defect. Because of the damage done to their vehicle and the
17 extreme delay in repair time, Plaintiff was forced to stay with friends who could
18 help drive Plaintiff to work or their children to school. Plaintiff also had to arrange
19 rides because they could not afford several months of rental car costs. Lastly,
20 Plaintiff took a pay cut at work resulting in lost wages, because Plaintiff was unable
21 to fulfill time commitments as a travel nurse without a working vehicle.

22 1083. At no point before Plaintiff purchased their vehicle did Kia disclose
23 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
24 predisposed to theft by experienced and amateur thieves, and which makes it a
25 prime target to be used as instrumentalities through which thieves engage in
26 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
27 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
28 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have

1 learned of the concealed information through, for example, the advertising channels
2 described above or through discussions with the salesperson at Kia of Bedford.

3 1084. Plaintiff suffered an ascertainable loss as a result of Defendants'
4 wrongful conduct associated with the Theft Prone Defect.

5 1085. Plaintiff did not receive the benefit of their bargain. Plaintiff purchased
6 a vehicle that is of a lesser standard, grade, and quality than represented, and they
7 did not receive a vehicle that met ordinary and reasonable consumer expectations
8 regarding quality design, and safe and reliable operation. The Theft Prone Defect
9 has significantly diminished the value of Plaintiff's Class Vehicle.

10 1086. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
11 have purchased their Class Vehicle, or would have paid less to do so.

12 1087. Plaintiff Gerald Smith ("Plaintiff," for purposes of this section) is a
13 resident of Powell, Ohio. Plaintiff leased a new 2022 Kia Sportage from Capital
14 Kia in Columbus, Ohio in or around June 21, 2021. Plaintiff's vehicle has a
15 traditional "insert-and-turn" steel key ignition system. On information and belief,
16 Plaintiff's 2022 Kia Sportage is a Class Vehicle subject to the Theft Prone Defect.

17 1088. On information and belief, Capital Kia is part of Kia's network of
18 authorized dealers across the United States and is promoted on Kia's website,
19 which includes an updated list of the dealership's inventory.

20 1089. Plaintiff leased the Class Vehicle because he believed that the vehicle
21 was safe, reliable, and high quality. Before leasing the Class Vehicle, Plaintiff
22 reviewed and relied on numerous statements and representations about it.

23 1090. Plaintiff visited the Kia website and reviewed representations about the
24 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
25 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
26 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
27 Vehicle's safety, reliability, and quality.

28

1 1091. Plaintiff saw Kia television commercials (both on television and via
2 YouTube and social media) that touted, among other things, the safety, reliability,
3 and quality of Kia-branded vehicles.

4 1092. Plaintiff leased his Class Vehicle primarily for personal, family, and
5 household use.

6 1093. On or about July 11, 2022, Plaintiff's Class Vehicle was stolen.
7 Plaintiff leased the vehicle for his daughter, who parked it at her apartment
8 complex. When she reached the parking lot, the Sportage was not where she had
9 left it, and she observed a piece of the steering column cover on the ground along
10 with shattered glass. On realizing that the Class Vehicle was stolen, Plaintiff called
11 the Columbus Police Department.

12 1094. On or about July 12, 2022, Plaintiff was informed by the Columbus
13 Police Department that the Class Vehicle was recovered. After receiving the vehicle
14 back, Plaintiff found it had a shattered window, scrapes along the passenger's side
15 of the vehicle, a dented roof and hood, and a vandalized interior. Plaintiff's
16 insurance company informed him that the Sportage was deemed a total loss.

17 1095. While Plaintiff's insurance covered the loss from the theft, he was
18 forced to pay the policy's \$500 deductible out of pocket.

19 1096. Plaintiff also experienced increased premiums as a result of the theft.
20 Prior to the theft, Plaintiff's insurance premium was approximately \$200 per
21 month, and after the theft it was raised to \$270 per month. As a result, Plaintiff had
22 to find another insurance provider.

23 1097. Plaintiff incurred significant out-of-pocket expenses and losses arising
24 from the theft of the Class Vehicle. Specifically, Plaintiff paid \$200 for a rental car
25 while Plaintiff secured a replacement vehicle, monthly lease payments for the
26 Honda that exceeded those for the Sportage by \$202, and approximately \$4,000 in
27 lost equity that Kia Motor Finance retained pursuant to the parties' lease agreement.
28

1 1098. Plaintiff also attempted to initiate arbitration through the BBB Auto
2 Line as specified in Kia's warranty. He submitted an application on August 4, 2022,
3 but the BBB Auto Line rejected it on August 19, 2022, stating his claim was not
4 arbitrable.

5 1099. At no point before Plaintiff leased his vehicle did Kia disclose that it
6 suffered from the Theft Prone Defect, which renders it highly susceptible and
7 predisposed to theft by experienced and amateur thieves, and which makes it a
8 prime target to be used as instrumentalities through which thieves engage in
9 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
10 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
11 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
12 learned of the concealed information through, for example, the advertising channels
13 described above.

14 1100. Plaintiff suffered an ascertainable loss as a result of Defendants'
15 wrongful conduct associated with the Theft Prone Defect.

16 1101. Plaintiff did not receive the benefit of his bargain. Plaintiff leased a
17 vehicle that is of a lesser standard, grade, and quality than represented, and he did
18 not receive a vehicle that met ordinary and reasonable consumer expectations
19 regarding quality design, and safe and reliable operation. The Theft Prone Defect
20 significantly diminished the value of Plaintiff's Class Vehicle.

21 1102. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
22 have leased his Class Vehicle, or would have paid less to do so.

23 **22. Oklahoma Plaintiff**

24 1103. Plaintiff Lauren Kawetschansky ("Plaintiff," for purposes of this
25 section) is a resident of Milwaukee, Wisconsin. Plaintiff purchased a new 2020 Kia
26 Soul from Big Red Kia in Norman, Oklahoma in or around May 2, 2020. Plaintiff's
27 vehicle has a traditional "insert-and-turn" steel key ignition system. On information
28

1 and belief, Plaintiff's 2020 Kia Soul is a Class Vehicle subject to the Theft Prone
2 Defect.

3 1104. On information and belief, Big Red Kia is part of Kia's network of
4 authorized dealers across the United States and is promoted on Kia's website,
5 which includes an updated list of the dealership's inventory.

6 1105. Plaintiff purchased her Class Vehicle because she believed that the
7 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
8 Plaintiff reviewed and relied on numerous statements and representations about it.

9 1106. Plaintiff visited the Kia website and reviewed representations about the
10 Class Vehicle's safety, reliability, and quality. Because Defendants failed to
11 disclose the Theft Prone Defect, Plaintiff's research did not uncover that the Class
12 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
13 Vehicle's safety, reliability, and quality.

14 1107. Plaintiff saw Kia television commercials and heard radio
15 advertisements that touted, among other things, the safety, reliability, and quality of
16 Kia-branded vehicles.

17 1108. Plaintiff purchased her Class Vehicle primarily for personal, family,
18 and household use.

19 1109. On or about June 1, 2021, Plaintiff's Class Vehicle was stolen.
20 Plaintiff parked her vehicle around the corner from her apartment building at
21 approximately 9:30 p.m. The following morning, Plaintiff left her apartment to
22 commute to work at approximately 6:40 a.m. and when she arrived at where she
23 parked her Soul, the vehicle was no longer there, and shattered glass was scattered
24 across the ground. On realizing that her Class Vehicle was stolen, Plaintiff called
25 the Milwaukee Police Department and reported her vehicle stolen to her insurance
26 company.

1 1110. About one week later, Plaintiff was informed by the Milwaukee Police
2 department that her Class Vehicle was recovered. Plaintiff was also informed that
3 her Soul was deemed a total loss.

4 1111. While Plaintiff's insurance covered the loss from the theft, she was
5 forced to pay the policy's \$1,000 deductible out of pocket.

6 1112. Plaintiff incurred other out-of-pocket expenses and losses arising from
7 the theft of her Class Vehicle, including \$300 worth of textbooks that were stolen
8 and for which she was never compensated.

9 1113. Plaintiff experienced inconvenience and emotional distress related to
10 the Theft Prone Defect. Plaintiff paid for therapy sessions as a result of the theft.
11 Plaintiff became afraid of her neighborhood and still suffers from emotional distress
12 if she does not find her parked car right away and fears it has been stolen again.

13 1114. Plaintiff also attempted to initiate arbitration through the BBB Auto
14 Line as specified in Kia's warranty. She submitted an application on August 4,
15 2022, but the BBB Auto Line rejected it on August 16, 2022, stating her claim was
16 not arbitrable.

17 1115. At no point before Plaintiff purchased her vehicle did Kia disclose that
18 it suffered from the Theft Prone Defect, which renders it highly susceptible and
19 predisposed to theft by experienced and amateur thieves, and which makes it a
20 prime target to be used as instrumentalities through which thieves engage in
21 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
22 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
23 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
24 learned of the concealed information through, for example, the advertising channels
25 described above.

26 1116. Plaintiff suffered an ascertainable loss as a result of Defendants'
27 wrongful conduct associated with the Theft Prone Defect.
28

1 1117. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
2 a vehicle that is of a lesser standard, grade, and quality than represented, and she
3 did not receive a vehicle that met ordinary and reasonable consumer expectations
4 regarding quality design, and safe and reliable operation. The Theft Prone Defect
5 has significantly diminished the value of Plaintiff's Class Vehicle.

6 1118. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
7 have purchased her Class Vehicle.

8 **23. Pennsylvania Plaintiffs**

9 1119. Plaintiff Shana Eberhardt ("Plaintiff," for purposes of this section) is a
10 resident of Pittsburgh, Pennsylvania. Plaintiff purchased a used 2011 Kia Sorento
11 LX from Monroeville Kia in Monroeville, Pennsylvania, in or around February
12 2015. Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition
13 system. On information and belief, Plaintiff's 2011 Kia Sorento LX is a Class
14 Vehicle subject to the Theft Prone Defect.

15 1120. On information and belief, Monroeville Kia is part of Kia's network of
16 authorized dealers across the United States and is promoted on KA's website,
17 which includes an updated list of the dealership's inventory.

18 1121. Plaintiff purchased her Class Vehicle because she believed that the
19 Class Vehicle was safe, reliable, and high quality. Before purchasing the Class
20 Vehicle, Plaintiff reviewed and relied on numerous statements and representations
21 about it.

22 1122. Plaintiff visited the Kia dealership's website and reviewed
23 representations about the Class Vehicle's safety, reliability, and quality. Because
24 Defendants failed to disclose the Theft Prone Defect, Plaintiff's research did not
25 uncover that the Class Vehicle was affected by the Theft Prone Defect, and instead
26 Kia touted the Class Vehicle's safety, reliability, and quality.

27 1123. Plaintiff purchased her vehicle primarily for personal, family, and
28 household use.

1 1124. Plaintiff experienced inconvenience and emotional distress related to
2 the Theft Prone Defect. Specifically, Plaintiff was worried about the Theft Prone
3 Defect resulting in her Class Vehicle being stolen. Before buying the Club, Plaintiff
4 consistently parked in parking spots that were near the establishment (for example,
5 grocery stores) that she was entering in order to help deter theft.

6 1125. Because of the Theft Prone Defect, Plaintiff paid out of pocket for a
7 Club steering lock.

8 1126. At no point before Plaintiff purchased her Class Vehicle did Kia
9 disclose that it suffered from the Theft Prone Defect, which renders it highly
10 susceptible and predisposed to theft by experienced and amateur thieves, and which
11 makes it a prime target to be used as instrumentalities through which thieves engage
12 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
13 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
14 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
15 learned of the concealed information through, for example, the advertising channels
16 described above, including through the Monroeville Kia dealership's website and at
17 Monroeville Kia via the salesperson's presentations.

18 1127. Plaintiff suffered an ascertainable loss as a result of Defendants'
19 wrongful conduct associated with the Theft Prone Defect.

20 1128. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
21 a vehicle that is of a lesser standard, grade, and quality than represented, and she
22 did not receive a vehicle that met ordinary and reasonable consumer expectations
23 regarding quality design, and safe and reliable operation. The Theft Prone Defect
24 has significantly diminished the value of Plaintiff's Class Vehicle.

25 1129. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
26 have purchased her Class Vehicle, or would have paid less to do so.

27 1130. Plaintiff Michelle Wagner ("Plaintiff," for purposes of this section) is a
28 resident of Philadelphia, Pennsylvania. Plaintiff bought a new 2020 Kia Sorento

1 L/LX from Kia on the Boulevard in Philadelphia, Pennsylvania in or around August
2 2020. Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition
3 system. On information and belief, Plaintiff's 2020 Kia Sorento is a Class Vehicle
4 subject to the Theft Prone Defect.

5 1131. On information and belief, Kia on the Boulevard is part of Kia's
6 network of authorized dealers across the United States and is promoted on KA's
7 website, which includes an updated list of the dealership's inventory.

8 1132. Plaintiff bought her Class Vehicle because she believed that the
9 vehicle was safe, reliable, and high quality. Before leasing the Class Vehicle,
10 Plaintiff reviewed and relied on numerous statements and representations about it.

11 1133. Plaintiff saw Kia television commercials that touted, among other
12 things, the safety, reliability, and quality of Kia-branded vehicles.

13 1134. On or about January 30, 2023, Plaintiff's Class Vehicle was broken
14 into. The perpetrators damaged Plaintiff's vehicle. On realizing that her Class
15 Vehicle was the subject of a theft attempt, Plaintiff filed a police report and then
16 made an insurance claim.

17 1135. While Plaintiff's insurance covered all the repair costs from the break-
18 in, she was forced to pay the policy's \$500 deductible out of pocket.

19 1136. Plaintiff incurred out-of-pocket expenses following the attempted theft
20 of her Class Vehicle. Specifically, Plaintiff lost cash that was stolen from her Class
21 Vehicle. She also had to miss work due to the attempted theft.

22 1137. Plaintiff experienced inconvenience and emotional distress related to
23 the Theft Prone Defect. Plaintiff has experienced frustration, anxiety, and
24 inconvenience due to the attempted theft of her Class Vehicle. Plaintiff has
25 additionally spent many hours dealing with her insurance. Further, Plaintiff was
26 getting ready to leave for work on Monday morning when she discovered her car
27 was broken into and would not start. She screamed and cried, as she felt violated.
28 The break-in was in January, and she did not get her car back until late March.

1 During that time, her transportation was extremely limited as she had to rely on the
2 kindness of others. She could not see her parents as much as she wanted to, had to
3 constantly switch around her shifts at work, and had to stress over how to get to
4 doctor and other appointments. She is extremely anxious that her Class Vehicle will
5 get stolen again.

6 1138. Plaintiff purchased the car primarily for personal, family, and
7 household purposes in that this was not purchased on behalf of a business and was
8 not titled in a business' name. It was Plaintiff's only vehicle and she used it for all
9 her personal, family, and household transportation needs such as household errands.
10 Because it was Plaintiff's only vehicle and Plaintiff used it for personal purposes,
11 she purchased it with personal funds and kept it at her residence.

12 1139. At no point before Plaintiff leased her vehicle did Kia disclose that it
13 suffered from the Theft Prone Defect, which renders it highly susceptible and
14 predisposed to theft by experienced and amateur thieves, and which makes it a
15 prime target to be used as instrumentalities through which thieves engage in
16 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
17 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
18 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
19 learned of the concealed information through, for example, the advertising channels
20 described above or through discussions with the salesperson at Kia on the
21 Boulevard.

22 1140. Plaintiff suffered an ascertainable loss as a result of Defendants'
23 wrongful conduct associated with the Theft Prone Defect.

24 1141. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
25 a vehicle that is of a lesser standard, grade, and quality than represented, and she
26 did not receive a vehicle that met ordinary and reasonable consumer expectations
27 regarding quality design, and safe and reliable operation. The Theft Prone Defect
28 has significantly diminished the value of Plaintiff's Class Vehicle.

1 1142. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
2 have purchased her Class Vehicle, or would have paid less to do so.

3 **24. Tennessee Plaintiff**

4 1143. Plaintiff Adrian Matthews (“Plaintiff,” for purposes of this section) is a
5 resident of Memphis, Tennessee. Plaintiff purchased a new 2020 Kia Soul LX from
6 Gossett Kia South in Memphis, Tennessee on or around December 31, 2019.
7 Plaintiff’s vehicle has a traditional “insert-and-turn” steel key ignition system. On
8 information and belief, Plaintiff’s 2020 Kia Soul is a Class Vehicle subject to the
9 Theft Prone Defect.

10 1144. On information and belief, Gossett Kia South is part of Kia’s network
11 of authorized dealers across the United States and is promoted on KA’s website,
12 which includes an updated list of the dealership’s inventory.

13 1145. Plaintiff purchased her Class Vehicle primarily for personal, family,
14 and household use.

15 1146. Plaintiff purchased her Class Vehicle because she believed that the
16 vehicle was safe, reliable, and high-quality. Before purchasing the Class Vehicle,
17 Plaintiff reviewed and relied on numerous statements and representations about it.

18 1147. Plaintiff visited the Kia website and reviewed representations about the
19 Class Vehicle’s safety, reliability, and quality. Because Defendants failed to
20 disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the Class
21 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
22 Vehicle’s safety, reliability, and quality.

23 1148. Plaintiff saw Kia television commercials that touted, among other
24 things, the safety, reliability, and quality of Kia -branded vehicles.

25 1149. On or about July 30, 2022, Plaintiff’s Class Vehicle was stolen. On
26 realizing that her Class Vehicle was stolen, Plaintiff filed a police report and
27 insurance claim.
28

1 1150. On or about August 8th, 2022, Plaintiff was informed by the Memphis
2 Police Department that her Class Vehicle was recovered. After receiving the
3 vehicle back, Plaintiff found damages on the hood, scratches down the length of the
4 vehicle on each side, the right rear window was broken, and the steering column
5 was destroyed. Additionally, there was water damage from the rain coming in
6 through the broken window.

7 1151. While Plaintiff's insurance covered the repair costs from the theft, she
8 was forced to pay the policy's \$500 deductible out-of-pocket.

9 1152. Plaintiff's insurance premium also increased as a result of the theft.

10 1153. Plaintiff incurred out-of-pocket expenses following the theft of her
11 Class Vehicle. Specifically, Plaintiff incurred expenses related to the purchase of a
12 steering wheel club.

13 1154. Plaintiff experienced inconvenience and emotional distress related to
14 the Theft Prone Defect. Indeed, Plaintiff was without her Class Vehicle for
15 approximately two months because there was a lack of parts to repair it.
16 Additionally, she was in shock, frantic, panicked, and always has to check on her
17 Class Vehicle to make sure it is not stolen because she is constantly afraid that she
18 will lose it again. Further, she was unable to attend family events or to take her
19 grandson to school like she often did.

20 1155. At no point before Plaintiff purchased her vehicle did Kia disclose that
21 it suffered from the Theft Prone Defect, which renders it highly susceptible and
22 predisposed to theft by experienced and amateur thieves, and which makes it a
23 prime target to be used as instrumentalities through which thieves engage in
24 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
25 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
26 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
27 learned of the concealed information through, for example, the advertising channels
28 described above or through discussions with the salesperson at Gossett Kia South.

1 1156. Plaintiff suffered an ascertainable loss as a result of Defendants'
2 wrongful conduct associated with the Theft Prone Defect.

3 1157. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
4 a vehicle that is of a lesser standard, grade, and quality than represented, and she
5 did not receive a vehicle that met ordinary and reasonable consumer expectations
6 regarding quality design, and safe and reliable operation. The Theft Prone Defect
7 has significantly diminished the value of Plaintiff's Class Vehicle.

8 1158. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
9 have purchased her Class Vehicle, or would have paid less to do so.

10 **25. Texas Plaintiffs**

11 1159. Plaintiff Carolyn Catlos ("Plaintiff," for purposes of this section) is a
12 resident of Detroit, Michigan. Plaintiff purchased a new 2015 Kia Soul from Fredy
13 Kia in Houston, Texas in or around June 22, 2015. Plaintiff's vehicle has a
14 traditional "insert-and-turn" steel key ignition system. On information and belief,
15 Plaintiff's 2015 Kia Soul is a Class Vehicle subject to the Theft Prone Defect.

16 1160. On information and belief, Fredy Kia is part of Kia's network of
17 authorized dealers across the United States and is promoted on KA website, which
18 includes an updated list of the dealership's inventory.

19 1161. Plaintiff purchased her Class Vehicle because she believed that the
20 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
21 Plaintiff reviewed and relied on numerous statements and representations about it.

22 1162. Plaintiff visited the Consumer Reports website and reviewed
23 representations about the Class Vehicle's safety, reliability, and quality, as well as
24 visited the dealership. Because Defendants failed to disclose the Theft Prone
25 Defect, Plaintiff's research did not uncover that the Class Vehicle was affected by
26 the Theft Prone Defect, and instead Kia touted the Class Vehicle's safety,
27 reliability, and quality.
28

1 1163. Plaintiff purchased her vehicle primarily for personal, family, and
2 household use.

3 1164. On or about October 26, 2022, Plaintiff's Class Vehicle was stolen.
4 Plaintiff's Class Vehicle was stolen from her neighborhood during a night when
5 multiple Kia Soul vehicles were stolen from Plaintiff's neighborhood. On realizing
6 that her Class Vehicle was stolen, Plaintiff was forced to spend hours of her time
7 responding to the theft, including filing a police report and an insurance claim.

8 1165. On or about October 30, 2022, Plaintiff's Class Vehicle was recovered.
9 The Class Vehicle had been completely stripped and gutted, and her wheels and the
10 cargo hold had been stolen.

11 1166. Plaintiff's Class Vehicle was declared a total loss and Plaintiff was
12 forced to pay the policy's \$1,000 deductible out of pocket.

13 1167. Plaintiff also has experienced an increase in her insurance premium as
14 a result of the new theft.

15 1168. Plaintiff incurred other out-of-pocket expenses and losses following
16 the theft of her Class Vehicle. Specifically, Plaintiff spent \$129.39 on alternate
17 transportation, and her Thule Dock Glide Kayak Rack and Evo Wingbar Roof Rack
18 System valued at \$672.85 and 264.95, respectively, were lost as a result of the theft.
19 Additionally, on her replacement vehicle, Plaintiff paid out of pocket to install a
20 combination kill switch and a steering wheel lock.

21 1169. Plaintiff experienced inconvenience and emotional distress related to
22 the Theft Prone Defect. The theft caused Plaintiff a burden emotionally and
23 financially. More than one Kia Soul was stolen from Plaintiff's neighborhood on
24 the same night her Class Vehicle was stolen. Plaintiff felt unsafe and she worries
25 about the impact of multiple Class Vehicle thefts in her neighborhood on the value
26 of her home, the cost of insuring her home, and the cost of insuring her vehicles. In
27 addition to that emotional burden Plaintiff experienced as a result of being victim to
28 theft, Plaintiff experienced a significant loss of time due to having to coordinate

1 with police and the insurance company, finding rides to and from work or for
2 necessities like grocery shopping, and doing research into, and seeking temporary
3 and permanent transportation solutions.

4 1170. At no point before Plaintiff purchased her Class Vehicle did Kia
5 disclose that it suffered from the Theft Prone Defect, which renders it highly
6 susceptible and predisposed to theft by experienced and amateur thieves, and which
7 makes it a prime target to be used as instrumentalities through which thieves engage
8 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of
9 the Theft Prone Defect from consumers like Plaintiff. Had Kia disclosed the Theft
10 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
11 learned of the concealed information through, for example, the advertising channels
12 described above or through the Consumer Reports review of the Kia Soul that
13 Plaintiff reviewed before purchasing the Class Vehicle.

14 1171. Plaintiff suffered an ascertainable loss as a result of Defendants'
15 wrongful conduct associated with the Theft Prone Defect.

16 1172. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
17 a vehicle that is of a lesser standard, grade, and quality than represented, and she
18 did not receive a vehicle that met ordinary and reasonable consumer expectations
19 regarding quality design, and safe and reliable operation. The Theft Prone Defect
20 has significantly diminished the value of Plaintiff's Class Vehicle.

21 1173. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
22 have purchased her Class Vehicle, or would have paid less to do so.

23 1174. Plaintiff Albert Lui ("Plaintiff," for purposes of this section) is a
24 resident of Stafford, Texas. Plaintiff purchased a new 2016 Kia Sorento LX from
25 Fort Bend Kia in Rosenberg, Texas in or around April 2015. Plaintiff's vehicle has
26 a traditional "insert-and-turn" steel key ignition system. On information and belief,
27 Plaintiff's 2016 Kia Sorento LX is a Class Vehicle subject to the Theft Prone
28 Defect.

1 1175. On information and belief, Fort Bend Kia is part of Kia's network of
2 authorized dealers across the United States and is promoted on KA's website,
3 which includes an updated list of the dealership's inventory.

4 1176. Plaintiff purchased the Class Vehicle primarily for personal, family,
5 and household use. Plaintiff bought the car as a daily driving car to go from home
6 to work and for family errands. Plaintiff purchased the vehicle with personal funds
7 and kept the car at his residence.

8 1177. Plaintiff purchased the Class Vehicle because he believed that the
9 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
10 Plaintiff reviewed and relied on numerous statements and representations about it.
11 The sales representatives at Fort Bend Kia represented to Plaintiff that the Class
12 Vehicle would provide safe and reliable transportation and was a quality
13 automobile.

14 1178. Plaintiff saw Kia television commercials that touted, among other
15 things, the safety, reliability, and quality of Kia-branded vehicles. Because
16 Defendants failed to disclose the Theft Prone Defect, Plaintiff's research and
17 information did not uncover that the Class Vehicle was affected by the Theft Prone
18 Defect.

19 1179. Due to the Theft Prone Defect, Plaintiff's insurance premium on his
20 Class Vehicle has been increasing, even as the vehicle is getting older.

21 1180. Plaintiff incurred out-of-pocket expenses due to the Theft Prone
22 Defect. Specifically, Plaintiff purchased a steering wheel lock after learning of the
23 Theft Prone Defect in order to prevent or deter theft.

24 1181. At no point before Plaintiff purchased his Class Vehicle did Kia
25 disclose that it suffered from the Theft Prone Defect, which renders it highly
26 susceptible and predisposed to theft by experienced and amateur thieves, and which
27 makes it a prime target to be used as instrumentalities through which thieves engage
28 in reckless driving or other criminal activity. Indeed, Kia concealed the existence of

1 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
2 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
3 learned of the concealed information through, for example, the advertising channels
4 described above or through discussions with the salesperson at Fort Bend Kia.

5 1182. Plaintiff suffered an ascertainable loss as a result of Defendants'
6 wrongful conduct associated with the Theft Prone Defect.

7 1183. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
8 vehicle that is of a lesser standard, grade, and quality than represented, and he did
9 not receive a vehicle that met ordinary and reasonable consumer expectations
10 regarding quality design, and safe and reliable operation. The Theft Prone Defect
11 has significantly diminished the value of Plaintiff's Class Vehicle.

12 1184. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
13 have purchased his Class Vehicle, or would have paid less to do so.

14 **26. Virginia Plaintiff**

15 1185. Plaintiff Nadine Quate Francis ("Plaintiff," for purposes of this
16 section) is a resident of Glen Allen, Virginia. Plaintiff purchased a used 2016 Kia
17 Forte from Carmax in Glen Allen, Virginia in or around August 26, 2019.
18 Plaintiff's vehicle has a traditional "insert-and-turn" steel key ignition system. On
19 information and belief, Plaintiff's 2016 Kia Forte is a Class Vehicle subject to the
20 Theft Prone Defect.

21 1186. Plaintiff purchased the Class Vehicle primarily for personal, family,
22 and household purposes in that it was not purchased on behalf of a business and
23 was not titled in a business's name. It was Plaintiff's vehicle used for all her
24 personal, family, and household transportation needs such as household errands.
25 Because it was Plaintiff's family vehicle and Plaintiff used it for personal purposes,
26 she purchased it with personal funds and kept it at her residence.

1 1187. Plaintiff purchased her Class Vehicle because she believed that the
2 vehicle was safe, reliable, and high quality. Before purchasing the Class Vehicle,
3 Plaintiff reviewed and relied on numerous statements and representations about it.

4 1188. Plaintiff saw Kia television commercials that touted, among other
5 things, the safety, reliability, and quality of Kia-branded vehicles.

6 1189. After the Kia Challenge had been popularized, Plaintiff's six-month
7 insurance premium increased, and her monthly insurance bill increased more than
8 \$20.

9 1190. At no point before Plaintiff purchased her vehicle did Kia disclose that
10 it suffered from the Theft Prone Defect, which renders it highly susceptible and
11 predisposed to theft by experienced and amateur thieves, and which makes it a
12 prime target to be used as instrumentalities through which thieves engage in
13 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
14 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
15 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
16 learned of the concealed information through, for example, the advertising channels
17 described above.

18 1191. Plaintiff suffered an ascertainable loss as a result of Defendants'
19 wrongful conduct associated with the Theft Prone Defect.

20 1192. Plaintiff did not receive the benefit of her bargain. Plaintiff purchased
21 a vehicle that is of a lesser standard, grade, and quality than represented, and she
22 did not receive a vehicle that met ordinary and reasonable consumer expectations
23 regarding quality design, and safe and reliable operation. The Theft Prone Defect
24 has significantly diminished the value of Plaintiff's Class Vehicle.

25 1193. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
26 have purchased her Class Vehicle, or would have paid less to do so.

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1 **27. Wisconsin Plaintiff**

2 1194. Plaintiff Michael Scalise (“Plaintiff,” for purposes of this section) is a
3 resident of Mequon, Wisconsin. Plaintiff purchased a new 2021 Kia Forte LXS
4 from Janesville Kia in Janesville, Wisconsin in or around April 24, 2021. Plaintiff’s
5 Class Vehicle has a traditional “insert-and-turn” steel key ignition. On information
6 and belief, Plaintiff’s 2021 Kia Forte is a Class Vehicle subject to the Theft Prone
7 Defect.

8 1195. On information and belief, Janesville Kia is part of Kia’s network of
9 authorized dealers across the United States and is promoted on KA’s website,
10 which includes an updated list of the dealership’s inventory.

11 1196. Plaintiff purchased their Class Vehicle because he believed that the
12 Class Vehicle was safe, reliable, and high quality. Before purchasing the Class
13 Vehicle, Plaintiff reviewed and relied on numerous statements and representations
14 about it.

15 1197. Plaintiff visited the Kia website and reviewed representations about the
16 Class Vehicle’s safety, reliability, and quality. Because Defendants failed to
17 disclose the Theft Prone Defect, Plaintiff’s research did not uncover that the Class
18 Vehicle was affected by the Theft Prone Defect, and instead Kia touted the Class
19 Vehicle’s safety, reliability, and quality.

20 1198. Plaintiff saw Kia television commercials that touted, among other
21 things, the safety, reliability, and quality of Kia-branded vehicles.

22 1199. Plaintiff purchased his Class Vehicle primarily for personal, family,
23 and household use.

24 1200. Plaintiff no longer drives his Class Vehicle near larger-sized cities
25 where theft is prevalent and has, therefore, lost the benefit of the use of the Class
26 Vehicle and has expended time, energy, and financial resources to find replacement
27 transportation or forego such trips.

1 1201. At no point before Plaintiff purchased their vehicle did Kia disclose
2 that it suffered from the Theft Prone Defect, which renders it highly susceptible and
3 predisposed to theft by experienced and amateur thieves, and which makes it a
4 prime target to be used as instrumentalities through which thieves engage in
5 reckless driving or other criminal activity. Indeed, Kia concealed the existence of
6 the Theft Prone Defect from consumers like Plaintiff. Had they disclosed the Theft
7 Prone Defect before Plaintiff acquired the Class Vehicle, Plaintiff would have
8 learned of the concealed information through, for example, the advertising channels
9 described above or through conversations with the salespersons or review of the
10 Kia brochures at Janesville Kia.

11 1202. Plaintiff suffered an ascertainable loss as a result of Defendants'
12 wrongful conduct associated with the Theft Prone Defect.

13 1203. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased a
14 vehicle that is of a lesser standard, grade, and quality than represented, and he did
15 not receive a vehicle that met ordinary and reasonable consumer expectations
16 regarding quality design, and safe and reliable operation. The Theft Prone Defect
17 has significantly diminished the value of Plaintiff's Class Vehicle.

18 1204. Had Defendants disclosed the Theft Prone Defect, Plaintiff would not
19 have purchased his Class Vehicle, or would have paid less to do so.

20 1205. Plaintiffs collectively assert nationwide claims on behalf of themselves
21 and all putative class members that purchased or leased a Class Vehicle in the
22 United States.

23 1206. Each individual Plaintiff also asserts state claims on behalf of
24 themselves and all putative class members for the state in which they purchased or
25 leased a Class Vehicle. For example, Plaintiff Michael Scalise purchased his Class
26 Vehicle in the state of Wisconsin, and he asserts Wisconsin state claims on behalf
27 of himself and all putative class members that purchased or leased a Class Vehicle
28 in Wisconsin.

1 **C. Defendants**

2 1207. Defendant HMA is a California corporation with its principal place of
3 business in Fountain Valley, California. HMA also maintains a 4,300-acre testing
4 facility in Irwindale, California. HMA is a subsidiary of HMC and is actively
5 engaged in manufacturing, assembling, marketing, and distributing Hyundai
6 vehicles sold in California and the rest of the United States.

7 1208. HMA's C-Suite, executives, and employees responsible for the
8 manufacture, development, distribution, marketing, sales, customer service, and
9 warranty servicing of Hyundai vehicles are located at the company's Fountain
10 Valley headquarters. As detailed *infra*, the decisions regarding the marketing and
11 sale of the Class Vehicles, the development and issuance of safety recalls and
12 product updates, and decisions regarding the disclosure or non-disclosure of the
13 Theft Prone Defect were in whole or substantial part made by HMA at its
14 California headquarters.

15 1209. HMA has 830 dealerships across the United States which serve as its
16 agents to Class Members. For example, in HMA's announcement of its "Anti-Theft
17 Software Upgrade," it instructs Class Members to bring their Class Vehicles into
18 "Hyundai dealers" for the update. Similarly, in unrelated recall notices to Class
19 Members, HMA instructs Class Vehicle owners and lessees to visit the "nearest
20 Hyundai dealer" for defect repairs.¹⁷

21 1210. Defendant HMC is a South Korean corporation with its headquarters
22 located in Seoul, South Korea. HMC is the parent corporation of HMA and owns a
23 33.88% stake in KC.

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28 ¹⁷ <https://static.nhtsa.gov/odi/rc1/2020/RCONL-20V543-0565.pdf> (last accessed March 17, 2023).

1 1211. HMC promotes on its own website all Hyundai models sold by HMA
2 in the United States and directs U.S. consumers to HMA’s website.¹⁸

3 1212. HMC states in promotional materials that it “help[s] [its] overseas
4 subsidiaries, sales corporations, and newly established enterprises in particular to
5 establish the direction of their customer service strategies.”¹⁹

6 1213. On information and belief, HMC and HMA control various details
7 regarding their dealers’ operations through various written agreements, such as:
8 (i) granting each dealer a license to use their respective trademarks and intellectual
9 property; (ii) furnishing each dealer with marketing materials to assist in the sale of
10 their vehicles; (iii) providing training to dealership personnel to assist in their sales
11 activities; and (iv) prohibiting their dealers from engaging in certain practices that
12 otherwise detract from their respective brands or undermine the sale of their
13 respective vehicles, including the Class Vehicles.

14 1214. For example, HMC developed a “dealership facility program-known as
15 the ‘Global Dealership Space Identity,’” which was implemented by HMA across
16 the United States.²⁰ With the assistance of a third party, HMA created “a Global
17 Design Space Identity (GDSI) Facility Standards Manual that outlined all of the
18 new requirements for interior and exterior elements that US dealerships would
19 need.” HMA also “developed the GDSI Facility Design Services Program—a
20 multi-faceted ... program including individual surveys of every dealership, site-
21 specific recommendations, and the installation of all new brand elements.” As part
22 of the GDSI Facility Design Services Program, HMA provides “every dealer with a

23 ¹⁸ <https://www.hyundai.com/worldwide/en/vehicles> (last accessed March 17,
24 2023); <https://www.hyundai.com/worldwide/en/onepage/country.us> (last accessed
March 17, 2023).

25 ¹⁹ [https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/
26 sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf)
(last accessed Aug. 24, 2022).

27 ²⁰ [https://www.agi.net/our-work/a-subsiary-of-hyundai-motor-company-of-
28 korea-distributes-cars-and-sport-utility-vehicles-throughout-the-united-states](https://www.agi.net/our-work/a-subsiary-of-hyundai-motor-company-of-korea-distributes-cars-and-sport-utility-vehicles-throughout-the-united-states) (last
accessed March 22, 2023).

1 complete design intent document” and each dealership works with the third-party
2 retained by HMA “from start to finish—ending each project with an on-site GDSI
3 Facility Compliance Review to make sure every installation was successful[.]”

4 1215. Defendant KA is a California corporation with its principal place of
5 business in Irvine, California. KA is a subsidiary of KC and is actively engaged in
6 manufacturing, assembling, marketing, and distributing Kia vehicles sold in the
7 United States.

8 1216. KA’s C-Suite, executives, and employees responsible for the
9 manufacture, development, distribution, marketing, sales, customer service, and
10 warranty servicing of Kia vehicles are located at the company’s Irvine
11 headquarters. As detailed *infra*, the decisions regarding the marketing and sale of
12 the Class Vehicles, the development and issuance of safety recalls and product
13 updates, and decisions regarding the disclosure or non-disclosure of the Theft Prone
14 Defect were in whole or substantial part made by KA at its California headquarters.

15 1217. Defendant KC is a South Korean corporation with its headquarters
16 located in Seoul, South Korea. KC is the parent corporation of KA.

17 1218. KC refers to the U.S. market as “the center of the global auto
18 industry.”²¹ The United States is KC’s most important market for the sale of its
19 “Kia” branded vehicles. For example, in 2017, 21.4% of all vehicles sold by KC
20 were sold in the United States, more than Korea (18.8%), Europe (17.1%), and
21 China (14.3%).²²

22 1219. On its own website, KC promotes Kia branded vehicles sold by KA in
23 the United States.²³

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26 ²¹ 2011 KC Annual Report, available at <https://worldwide.kia.com/int/company/ir/archive/annual-report>.

27 ²² 2017 KC Annual Report, available at <https://worldwide.kia.com/int/company/ir/archive/annual-report>.

28 ²³ *E.g.*, <https://worldwide.kia.com/na/sportage> (last accessed Aug. 24, 2022).

1220. KA has over 750 dealerships across the United States which serve as its agents to Class Members.²⁴ For example, KA tells Class Members that they must “bring their vehicle[s] to the nearest Kia dealership” in order to receive the “enhanced security software” designed to remedy the Theft Prone Defect.²⁵

1221. On information and belief, KA and KC control various details regarding their dealers’ operations through various written agreements, such as: (i) granting each dealer a license to use their respective trademarks and intellectual property; (ii) furnishing each dealer with marketing materials to assist in the sale of their vehicles; (iii) providing training to dealership personnel to assist in their sales activities; and (iv) prohibiting their dealers from engaging in certain practices that otherwise detract from their respective brands or undermine the sale of their respective vehicles, including the Class Vehicles.

IV. SUBSTANTIVE ALLEGATIONS²⁶

A. Hyundai and Kia Became One of The Most Popular Automakers In The United States By Promoting The Safety, Quality, and Reliability of Their Vehicles

1222. HMC was established in South Korea in 1967 and started selling vehicles in the United States in 1986 through its subsidiary HMA. Since that time, HMC has become one of the largest automakers in the United States and around the world.

1223. KC was founded in 1944 manufacturing bicycles and motorcycles and is Korea’s oldest manufacturer of motor vehicles. KA was formed in 1992 when KC first imported its vehicles into the United States.

²⁴ <https://www.prnewswire.com/news-releases/kia-america-completes-best-retail-sales-year-in-company-history-301713187.html> (last accessed March 22, 2023).

²⁵ <https://www.cbsnews.com/chicago/news/kia-software-update-auto-theft-crisis/> (last accessed March 17, 2023).

²⁶ Emphasis added throughout unless stated otherwise.

1 1224. In 1999, HMC announced that it had acquired a controlling interest in
2 KC, and that KC would obtain an ownership interest in approximately twenty-two
3 (22) HMC subsidiaries. In subsequent years, HMC divested a portion of its interest
4 and currently controls approximately 34% of KC.

5 1225. Through its network of more than 800 dealerships nationwide, HMA
6 sells and services its vehicles, including the Hyundai Elantra (Hyundai's best-
7 selling model), Hyundai Santa Fe, Hyundai Tucson, and Hyundai Accent.
8 Likewise, KA sells and services a complete line of vehicles in the U.S. through its
9 own network of over 700 dealers.

10 1226. Today, over half the cars HMC sells in the United States are designed
11 and manufactured domestically at HMA's facilities, including at its "design,
12 research, and testing grounds in California" near its corporate headquarters.²⁷ In
13 total, HMC and HMA employ approximately 5,000 people at these facilities, and an
14 additional 20,000 employees at U.S. dealerships.

15 1227. Hyundai and Kia branded vehicles share many of the same
16 components and the same group of engineers work on Hyundai and Kia vehicles at
17 Hyundai-KA Technical Center, Inc. ("HATCI").²⁸ HATCI serves as a "authorized
18 representative" for HMC, HMA, KC, and KA when dealing with NHTSA in
19 connection with various Safety Standards.

20 1228. Hyundai and Kia vehicles are also frequently rebranded or "rebadged"
21 versions of the same vehicles. For example, the Hyundai Entourage "is identical to
22 the [Kia] Sedona, except for cosmetics and the packaging of a few features."²⁹ The
23

24 ²⁷ <https://www.hyundainews.com/en-us/about-us> (last accessed Aug. 26, 2022).

25 ²⁸ [https://www.forbes.com/sites/jimhenry/2013/05/31/balancing-act-hyundai-](https://www.forbes.com/sites/jimhenry/2013/05/31/balancing-act-hyundai-and-kia-share-products-under-the-skin-but-must-avoid-blurring-identities/?sh=210585421c7a)
26 [and-kia-share-products-under-the-skin-but-must-avoid-blurring-identities/?sh=](https://www.forbes.com/sites/jimhenry/2013/05/31/balancing-act-hyundai-and-kia-share-products-under-the-skin-but-must-avoid-blurring-identities/?sh=210585421c7a)
27 [210585421c7a](https://www.forbes.com/sites/jimhenry/2013/05/31/balancing-act-hyundai-and-kia-share-products-under-the-skin-but-must-avoid-blurring-identities/?sh=210585421c7a) (last accessed Aug. 26, 2022); [https://www.hyundainews.com/en-](https://www.hyundainews.com/en-us/releases/398)
28 [us/releases/398](https://www.hyundainews.com/en-us/releases/398) (last accessed July 14, 2021).

²⁹ [https://www.nytimes.com/2006/11/12/automobiles/autoreviews/12](https://www.nytimes.com/2006/11/12/automobiles/autoreviews/12AUTO.html)
28 [AUTO.html](https://www.nytimes.com/2006/11/12/automobiles/autoreviews/12AUTO.html) (last accessed Aug. 26, 2022).

engines are the same in these vehicles, the climate controls are placed in the same locations, even the number of cupholders (14) are identical.

1229. Because Hyundai and Kia vehicles are often rebadged vehicles, they frequently use identical and interchangeable parts. That is why when HMA announces a recall of its vehicles, an identical Kia recall is typically announced shortly thereafter, or vice versa. For example, in 2013, Hyundai and Kia recalled 1.7 million vehicles across thirteen models which shared the same defective brake light switches.³⁰ The *Los Angeles Times* noted that the “massive recall of 1.7 million vehicles ... was a sign of what can go wrong when parts are shared by” Hyundai and Kia. Additionally, in 2018, Hyundai and Kia both announced a recall of vehicles with the same defective Airbag Control Units.³¹

1230. Collectively, Defendants are the world’s fourth-largest automaker. Defendants reported global sales of 6.6 million vehicles in 2022, down from 7.19 million vehicles in 2019.³²

1231. Within the United States alone, HMA sold an average of 625,264 vehicles per year since 2006, approximately 4.13% of the total U.S. market:³³

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

³⁰ <https://www.latimes.com/business/la-xpm-2013-apr-03-la-fi-hy-hyundai-kia-motors-recall-20130403-story.html> (last accessed Aug. 26, 2022).

³¹ <https://www.consumerreports.org/car-safety/nhtsas-new-airbag-investigation-covers-123-million-vehicles/>

³² <https://www.wardsauto.com/industry-news/numbers-tell-story-who-s-best-car-company-world> (last accessed August 24, 2022); <https://www.reuters.com/article/us-hyundai-motor-sales/hyundai-kia-salesdrop-to-seven-year-low-on-china-weakness-forecast-better-2020-idUSKBN1Z10AC> (last accessed Aug. 24, 2022).

³³ <https://carsalesbase.com/us-hyundai/> (last accessed Aug. 24, 2022).

Year	Vehicles Sold	Market Share (%)
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
2020	622,269	4.26
2021	738,081	4.91

1232. Over the same time period, KA sold an average of 500,351 vehicles per year, or approximately 3.3% of the U.S. market:³⁴

Year	Vehicles Sold	Market Share (%)
2006	294,302	1.78
2007	305,473	1.89
2008	273,397	2.06
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
2020	586,105	4.01
2021	701,416	4.66

³⁴ <https://carsalesbase.com/us-kia/> (last accessed Aug. 25, 2022).

1 1233. Additionally, a recent report by McKinsey & Company found that over
2 twice as many second-owned used vehicles are sold in the United States each year
3 compared to new vehicles.³⁵

4 1234. On HMC's webpage devoted to promoting its vehicles sold around the
5 world, including those sold by HMA, HMC touts the safety of its vehicles.³⁶ HMC
6 states that it "is focusing on technology that can be applied to as many passenger
7 cars as possible[.]" "[w]hile having [a] constant effort on car safety, Hyundai drives
8 the adoption of new technologies."³⁷ HMC further advertises that "[f]rom the
9 moment you step into a Hyundai Motor's vehicle, safety surrounds you from all
10 corners at every second, even in places you never imagined."³⁸

11 1235. HMC touts its continued improvement of quality and safety measures
12 and how it conducts extensive post-sale monitoring of its vehicles and it does so
13 because HMC knows that safety and quality are material to consumers:³⁹

14 *[W]e continue upgrading overall quality and safety*
15 *systems not only by promoting preemptive quality and*
16 *safety measures from the vehicle development stage, but*
17 *also by preventing any significant problems afterward*
18 *through early detection, early improvement and early*
19 *after-sales actions.* In particular, we will establish a
20 sustainable safety management system designed to
21 maximize customer satisfaction and strengthen trust by
22 developing quality and safety training programs,
23 operating quality and safety reporting centers, analyzing
24 safety information, and establishing safety test sites.

21 ³⁵ [https://www.mckinsey.com/industries/automotive-and-assembly/our-insights/](https://www.mckinsey.com/industries/automotive-and-assembly/our-insights/used-cars-new-platforms-accelerating-sales-in-a-digitally-disrupted-market#)
22 [used-cars-new-platforms-accelerating-sales-in-a-digitally-disrupted-market#](https://www.mckinsey.com/industries/automotive-and-assembly/our-insights/used-cars-new-platforms-accelerating-sales-in-a-digitally-disrupted-market#) (last
23 accessed Aug. 24, 2022).

23 ³⁶ *E.g.*, <https://www.hyundai.com/worldwide/en/suv/tucson-2021/safety> (last
24 accessed (last accessed Aug. 24, 2022)).

24 ³⁷ <https://www.hyundai.com/worldwide/en/company/innovation/safety/inside>
25 (last accessed Aug. 24, 2022).

25 ³⁸ <https://www.hyundai.com/worldwide/en/company/innovation/safety/research>
26 (last accessed Aug. 24, 2022).

26 ³⁹ [https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf)
27 [sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf)
28 (last accessed Aug. 24, 2022).

1 1236. In HMA’s 2019 Hyundai Tucson brochure, the company states that its
2 “commitment to Hyundai owners doesn’t end with the transfer of keys” and that the
3 vehicle includes “more standard safety features” and that it is “flush with ...
4 advanced safety technologies.”⁴⁰ In particular, HMA claims that “[u]nlike *many*
5 *competitors, Tucson doesn’t require you to move up to costlier trim levels to*
6 *enjoy” certain safety features.*”

7 1237. The 2017 Tucson brochure similarly provides that the vehicle contains
8 “[a]n arsenal of advanced safety features” that are “class-leading and these like
9 other advertisements cited herein featured safety as such is known to HMC to be
10 material to consumers.”⁴¹

11 1238. Likewise, KA advertises that it “believe[s] in the outstanding quality
12 and durability of every new Kia that rolls off the assembly line” and that “[f]rom
13 design to technology, materials to safety features, Kia continues to innovate[.]”⁴²

14 1239. KA states on its website that it works “tirelessly to ensure [its] vehicle
15 safety features are designed to help [its] drivers handle or avoid the unexpected.”⁴³

16 1240. KA claims that “Kia engineers are passionate about producing vehicles
17 that are exceptionally well designed and reliable. Their dedication to quality and
18 attention to detail give Kia the confidence to back every model with an industry-
19 leading warranty program.”⁴⁴

20 1241. KA’s Warranty and Consumer Information Manual and promotional
21 materials for Kia Class Vehicles similarly promote its purported dedication to
22 safety.

23 ⁴⁰ <https://secure.viewer.zmags.com/publication/2f65b9a9#/2f65b9a9/16> (last
24 accessed Aug. 26, 2022).

25 ⁴¹ [http://viewer.zmags.com/publication/006d43a3?cs:o=%272017_Certified_](http://viewer.zmags.com/publication/006d43a3?cs:o=%272017_Certified_Tucson_Brochure%27#/006d43a3/1)
26 [Tucson_Brochure%27#/006d43a3/1](http://viewer.zmags.com/publication/006d43a3?cs:o=%272017_Certified_Tucson_Brochure%27#/006d43a3/1) (last accessed Aug. 26, 2022).

27 ⁴² <https://www.kia.com/us/en/why-kia> (last accessed Aug. 26, 2022).

28 ⁴³ <https://www.kia.com/us/en/why-kia> (last accessed March 22, 2023).

⁴⁴ <https://manualzz.com/doc/7136122/kia-2015-sorento-brochure---dealer-e> (last
accessed Aug. 26, 2022).

1 1242. In KA’s brochure for the 2020 Kia Sorento, KA states that “[a]t Kia,
2 the priority is always on improving all aspects of safety. Advanced sensor systems,
3 strategically placed airbags, and breakthroughs in materials and design that have led
4 to strong body construction are just a few of the ways we never stop working to
5 increase your protection.”⁴⁵ KA adds “IT HELPS DETECT, COORDINATE, AND
6 REACT to give you more peace of mind.”

7 1243. In the 2011 Kia Sportage brochure, KA states that the vehicle offers
8 “advanced features” including “[a]dvances safety systems” that “are comprehensive
9 and advanced, all as standard equipment.”⁴⁶

10 1244. In KA’s brochure for the 2016 Kia Sorento, KA claims that the vehicle
11 contains “[a] long list of technologically advanced features ... [that] inspire
12 confidence and enhance everyday convenience.”⁴⁷ The marketing brochure
13 dedicates an entire page to “Advanced safety systems—because life is full of
14 curves[.] Sorento features advanced safety systems designed to help give ... you
15 peace of mind every time you drive.”

16 1245. In KA’s brochure for the 2015 Kia Sorento, the company similarly
17 claimed that the vehicle is “equipped with advanced safety features” and “systems
18 that help give you peace of mind every time you drive[.]”⁴⁸ KA also states in the
19 2014 Sorento brochure that the vehicle “is also equipped with advanced active and
20 passive safety features designed to ensure your peace of mind[.]”⁴⁹

21
22 ⁴⁵ [https://www.auto-brochures.com/makes/Kia/Sportage/Kia_US%20Sportage_](https://www.auto-brochures.com/makes/Kia/Sportage/Kia_US%20Sportage_2020.pdf)
23 [2020.pdf](https://www.auto-brochures.com/makes/Kia/Sportage/Kia_US%20Sportage_2020.pdf) (last accessed Aug. 24, 2022).

24 ⁴⁶ [https://www.auto-brochures.com/makes/Kia/Sportage/Kia_US%20Sportage_](https://www.auto-brochures.com/makes/Kia/Sportage/Kia_US%20Sportage_2011.pdf)
25 [2011.pdf](https://www.auto-brochures.com/makes/Kia/Sportage/Kia_US%20Sportage_2011.pdf) (last accessed Aug. 24, 2022).

26 ⁴⁷ [https://www.auto-brochures.com/makes/Kia/Sorento/Kia_US%20Sorento_](https://www.auto-brochures.com/makes/Kia/Sorento/Kia_US%20Sorento_2016.pdf)
27 [2016.pdf](https://www.auto-brochures.com/makes/Kia/Sorento/Kia_US%20Sorento_2016.pdf) (last accessed Aug. 26, 2022).

28 ⁴⁸ <https://manualzz.com/doc/7136122/kia-2015-sorento-brochure---dealer-e> (last
accessed Aug. 26, 2022).

⁴⁹ <https://cdn.dealereprocess.org/cdn/brochures/kia/2014-sorento.pdf> (last
accessed Aug. 26, 2022).

1246. Defendants also affix to each Class Vehicle a label or tag certifying that the vehicle “complies with applicable motor vehicle safety standards[.]” On information and belief, each Class Vehicle contained this label. Below is a sample certification label affixed by KC to a 2015 Kia Optima Class Vehicle prior to its sale in the United States, in which it represents that “this vehicle conforms to all applicable U.S.A. federal motor vehicle safety, bumper, and theft prevention standards in effect on the date of manufacture...”:



B. For Over Fifty Years, Auto Thefts Have Been Known to Pose a Serious Safety Risk

1247. It is well-established that auto thefts pose a serious safety risk to vehicle owners and bystanders. In 1966, Congress enacted the National Traffic and Motor Vehicle Safety Act (the “Safety Act”), 49 U.S.C. § 30101 *et seq.*, “to reduce traffic accidents and deaths and injuries resulting from traffic accidents” and “to prescribe motor vehicle safety standards.”

1248. In 1968, the DOT promulgated a new Safety Standard No. 114 titled “Theft Protection; Passenger Cars,” pursuant to the Safety Act. *See* 33 Fed. Reg. 6,471 (Apr. 27, 1968).

1249. FMVSS No. 114 was implemented after it was “demonstrated that *stolen cars constitute a major hazard to life and limb on the highways.*” *Id.*

1 (emphasis added). As part of its evaluation of FMVSS No. 114, the DOT found that
2 “[t]he evidence shows that cars operated by unauthorized persons are far more
3 likely to cause unreasonable risk of accident, personal injury, and death than those
4 which are driven by authorized individuals.” *Id.*

5 1250. Among the evidence used in support of this conclusion was a 1968
6 study conducted by the Department of Justice (“DOJ”). The DOJ found that a
7 substantially significant number of stolen vehicles would result in personal injury
8 accidents:

9 [T]here were an estimated 94,000 stolen cars involved in
10 accidents in 1966, and more than 18,000 of these
11 accidents resulted in injury to one or more people. On a
12 proportionate basis, 18.2 percent of the stolen cars
13 became involved in accidents, and 19.6 percent of the
14 stolen-car accidents resulted in personal injury. The same
15 study predicted that automobile thefts in 1967 total about
16 650,000; about 100,000 of these stolen cars could be
17 expected to become involved in highway accidents.
18 ***Comparing these figures with statistics for vehicles
19 which are not stolen, the approximate rate for stolen
20 cars would be some 200 times the normal accident rate
21 for other vehicles.***

22 *Id.*

23 1251. The DOJ survey found that “[t]he number of car thieves who start cars
24 with so-called ‘master keys’ and devices which bypass the lock is ... large enough
25 to produce a significant safety hazard.” *Id.* Accordingly, FMVSS No. 114 was
26 explicitly designed to “defeat” this method for stealing a vehicle and requires “[a]
27 large number of locking-system combinations and a steering or self-mobility lock.”
28 *Id.*

29 1252. When promulgating FMVSS No. 114, the DOT rejected several
30 comments in opposition to the Standard that argued that “since any locking system,
31 no matter how it is constructed, can be defeated by persons possessing sufficient
32 skill, equipment, and tenacity, provisions for ensuring removal of ignition keys
33 would be futile because a thief need not make use of a key.” *Id.* In particular, the
34 DOT relied on the DOJ study which found that “the large majority of car thieves

1 are amateurs, almost half of whom are engaged in so-called ‘joy-riding’” and that
2 “most” of the thieves are juveniles. *Id.* This finding would be shown to be a
3 prescient warning to automobile manufacturers and just as relevant fifty years later.

4 1253. Given the dramatic increase in the accident rate caused by stolen
5 vehicles, the DOT determined that “***a reduction in the incidence of auto theft***
6 ***would make a substantial contribution to motor vehicle safety.*** It would not only
7 reduce the number of injuries and deaths among those who steal cars, it would also
8 protect the many innocent members of the public who are killed and injured by
9 stolen cars each year.” *Id.* (emphasis added). Further, the DOT “concluded that a
10 standard that would reduce the incidence of unauthorized use of cars meets the need
11 for motor vehicle safety” and rejected the contention that the Theft Protection rules
12 are “not related to improving motor vehicle safety.” *Id.*

13 1254. The first iteration of FMVSS No. 114, Theft Protection; Passenger
14 Cars, stated in relevant part:

15 S1. *Purpose and scope.* This standard specifies
16 requirements for theft protection to reduce the incidence
of accidents resulting from unauthorized use.

17 S2. *Application.* This standard applies to passenger cars.

18 S4. *Requirements.*

19 ***S4.1 Each passenger car shall have a key-locking system***
20 ***that, whenever the key is removed, will prevent-***

21 ***(a) Normal activation of the car’s engine or other***
main source of motive power; and

22 ***(b) Either steering or self-mobility of the car, or***
23 ***both.***

24 S4.2 The prime means for deactivating the car’s engine or
other main source of motive power shall not activate the
25 deterrent required by S4.1(b).

26 S4.3 The number of different combinations of the key
locking systems required by S4.1 of each manufacturer
27 shall be at least 1,000, or a number equal to the number of
passenger cars manufactured by such manufacturer,
28 whichever is less.

1 S4.4 A warning to the driver shall be activated when the
2 key required by S4.1 has been left in the locking system
and the driver's door is opened.

3 *Id.* The standard became effective on January 1, 1970. *See id.*

4 1255. In the half century since the DOT recognized the safety risks posed by
5 auto thefts, the agency has continued to monitor the safety risks posed by auto
6 thefts and modernize its rules designed to prevent auto thefts.

7 1256. In 1984, Congress enacted the Motor Vehicle Theft Law Enforcement
8 Act (the "Theft Act"), 49 U.S.C. 33101, *et seq.*, which directs NHTSA to establish
9 theft prevention standards for passenger vehicles. *See* 81 Fed. Reg. 66,833, 66,834
10 (Sept. 29, 2016). Pursuant to the Theft Act, NHTSA implemented 49 C.F.R. Part
11 541, which requires manufacturers of designated high theft passenger car lines to
12 inscribe or affix the Vehicle Identification Number (VIN) onto the engine, the
13 transmission, and major body parts. Each vehicle in a high-theft line must have its
14 major parts and major replacement parts-marked unless the vehicle line is granted
15 an exemption from the parts marking requirements ("PMR"). A manufacturer may
16 petition for a PMR exemption when it plans to install a standard equipment
17 antitheft device on the entire line. *See* 49 C.F.R. §§ 543.1, *et seq.* The agency must
18 determine that the antitheft device to be installed on the line is likely to be as
19 effective in reducing and deterring motor vehicle theft as parts-marking.

20 1257. In 1992, Congress enacted the Anti Car Theft Act (Pub. L. No. 102-
21 519, codified at 49 U.S.C. chapter 331), which expanded the PMR to include
22 multipurpose passenger vehicles and certain light duty trucks. On April 6, 2004, the
23 Federal Motor Vehicle Theft Prevention Standard was extended to include all
24 passenger cars, multipurpose passenger vehicles with a gross vehicle weight rating
25 (GVWR) of 6,000 pounds or less, all light-duty trucks (LDTs) determined to be
26 high-theft (with a gross vehicle weight rating of 6,000 pounds or less), and all low-
27 theft LDTs with major parts that are interchangeable with a majority of the covered
28

1 major parts of those passenger motor vehicle lines subject to the theft prevention
2 standard. 69 Fed. Reg. 17,960 (Apr. 6, 2004).

3 1258. In 2006, NHTSA iterated that its “safety standard on theft protection
4 [FMVSS No. 114] specifies vehicle performance requirements intended to reduce
5 the incidence of crashes resulting from theft and accidental rollaway of motor
6 vehicles.” *See* 71 Fed. Reg. 17,752 (Apr. 7, 2006). NHTSA goes on to make clear
7 that “the standard sought to ensure that the vehicle could not be easily operated
8 without the key” and that “thieves... could [not] bypass the ignition lock.” *Id.* at
9 17,752-53.

10 1259. The ignition lock (also referred to as an ignition cylinder or lock
11 cylinder) is the portion of the ignition assembly where the key is inserted. The
12 ignition cylinder prevents the ignition switch, which is located behind the lock
13 cylinder, from turning to start the vehicle without the right key.

14 1260. If the correct key is inserted, small actuators in the lock cylinder will
15 match up with the key and allow the driver to turn it; a process that, in turn, rotates
16 the vehicle’s ignition switch, thereby starting the vehicle.

17 1261. FMVSS No. 114 is currently codified as 49 C.F.R. 571.114, which
18 provides:

19 **S1. Scope.** This standard specifies vehicle performance
20 requirements intended to reduce the incidence of crashes
21 resulting from theft and accidental rollaway of motor
vehicles.

22 **S2. Purpose.** The purpose of this standard is to decrease
the likelihood that a vehicle is stolen, or accidentally set
23 in motion.

24 **S3. Application.** This standard applies to all passenger
cars, and to trucks and multipurpose passenger vehicles
25 with a GVWR of 4,536 kilograms (10,000 pounds) or
less. However, it does not apply to walk- in van-type
26 vehicles. Additionally, paragraph S5.3 of this standard
applies to all motor vehicles, except trailers and
27 motorcycles, with a GVWR of 4,536 kilograms (10,000
pounds) or less.

28 **S4. Definitions.**

1 *Combination* means a variation of the key that permits the
2 starting system of a particular vehicle to be operated.

3 *Key* means a physical device or an electronic code which,
4 when inserted into the starting system (by physical or
5 electronic means), enables the vehicle operator to activate
6 the engine or motor.

7 ...

8 *Starting system* means the vehicle system used in
9 conjunction with the key to activate the engine or motor.

10 **S5 Requirements.** Each vehicle subject to this standard
11 must meet the requirements of S5.1, S5.2, and S5.3.
12 Open-body type vehicles are not required to comply with
13 S5.1.3.

14 **S5.1 Theft protection.**

15 S5.1.1 Each vehicle must have a starting system which,
16 whenever the key is removed from the starting system
17 prevents:

18 (a) The normal activation of the vehicle's engine or
19 motor; and

20 (b) Either steering, or forward self-mobility, of the
21 vehicle, or both.

22 1262. FMVSS No. 114 is a "self-certification" process.⁵⁰ In other words,
23 "NHTSA does not issue type approval certifications and does not certify any motor
24 vehicles or motor vehicle equipment as complying with applicable FMVSS."

25 1263. NHTSA is also required to periodically obtain and publish accurate
26 and reliable theft data. 49 U.S.C. 33104(b)(4) (Designation of high theft vehicle
27 lines and parts). The National Crime Information Center ("NCIC") of the Federal
28 Bureau of Investigation provides this data to NHTSA. The NCIC is a governmental
29 system that receives vehicle theft data from approximately 23,000 criminal justice
30 agencies and other law enforcement authorities throughout the United States. This
31 national data includes the reported thefts of self-insured and uninsured vehicles, not
32 all of which are reported to other data sources.

33

34 ⁵⁰ See https://www.nhtsa.gov/sites/nhtsa.gov/files/manufacture_information_march2014.pdf (last accessed March 24, 2023).

1 1264. In connection with fulfilling its administrative mandate under both the
2 Safety Act and the Theft Act, NHTSA regularly interacts with, seeks comment
3 from, and shares information with, automotive manufacturers and their authorized
4 representatives, including HMA and KA.

5 **C. Engine Immobilizers Are an Inexpensive and Proven Means to**
6 **Dramatically Reduce Auto Theft**

7 1265. Over the last fifty years since FMVSS No. 114 was issued,
8 manufacturers have developed a bevy of safety features, many of which would have
9 been inconceivable to drivers in 1968, and others which are directly contemplated
10 by the initial promulgation of the Safety Standard. Falling into the latter category
11 are engine immobilizers, which have become standard in consumer vehicles across
12 the globe—including in Defendants’ high-end vehicles and those sold outside the
13 U.S. market.

14 1266. An immobilizer is an anti-theft device that can prevent vehicles from
15 starting unless a verified code is received by a transponder module that controls the
16 engine. *See* 81 Fed. Reg. 66,833 (Sept. 29, 2016). This theft-prevention device thus
17 prevents the vehicle from being “hot-wired” or started by any means other than an
18 authorized key. Engine immobilizers have been described as “simple and low-cost
19 anti-theft device[s].”⁵¹

20 1267. Since 1986, there have been three popular engine immobilizing
21 antitheft devices: resistor-pellet, transponder-based, and magnetic rotation device
22 systems.

23 1268. In 1986, General Motors (“GM”) introduced the vehicle antitheft
24 system (“VATS”) or Pass-Key I system on its Corvette models. It was the first
25 system to be an integrated part of the vehicle electronics and ushered in the engine

26 ⁵¹ van Ours, Jan C. and Vollaard, Ben, The Engine Immobilizer: A Non-Starter
27 for Car Thieves (January 14, 2013). Center Discussion Paper Series No. 2013-004,
28 TILEC Discussion Paper No. 2013-001, available at SSRN: <https://ssrn.com/abstract=2202165>.

1 immobilizer concept. The system availability expanded through the various GM
2 product lines since 1986, and by 1994, over 66% of GM domestically produced
3 vehicles were Pass-Key equipped. In 1992, GM introduced the Pass-Key II.

4 1269. The Pass-Key VATS worked as follows: When a properly cut ignition
5 key is inserted into the ignition lock keyway and rotated, the resistor pellet
6 embedded in the key shank touches the contacts located in the outer ignition lock
7 keyway, transmitting a signal to the Pass-Key decoder module located in the
8 instrument panel in the passenger compartment. The signal's electrical resistance is
9 measured by the decoder module by comparing its value to the fixed resistance
10 value in the module. If the resistance value is correct for that specific vehicle, the
11 starter-enable relay is energized and a discrete signal is sent to the vehicle's
12 electronic control module to enable engine functions and allow fuel injector pulses
13 to begin. If an invalid key is rotated, the resistance value is read as incorrect and the
14 decoder module will shut down for two to four minutes, preventing the engine from
15 starting during this time interval.

16 1270. Next came transponder-based electronic immobilizer systems, which
17 were first introduced by Ford in 1996 and named SecuriLock.

18 1271. With a transponder-based immobilizer, when the ignition key is turned
19 to the start position, the transponder located in the key head transmits a code to the
20 powertrain's electronic control module ("ECM"). Each transponder is programmed
21 by the manufacturer with a unique code. The engine functions are enabled only if
22 the transponder code matches the code previously programmed into the ECM. Ford
23 explained that the "device is activated when the driver/operator turns off the engine
24 by using the properly coded ignition key." 64 Fed. Reg. 7,949 (Feb. 17, 1999)
25 (describing SecuriLock).

26 1272. Shortly after Ford introduced a transponder-based immobilizer, other
27 manufacturers followed its lead. GM began installing its transponder-based system
28 called the Pass-Key III in 1997. DaimlerChrysler has been installing its Sentry Key

1 Immobilizer System (“SKIS”) in its vehicles as standard equipment since 1999.
2 Nissan has its own transponder-based system since 2001, which has been installed
3 as standard equipment in its vehicles as well. *See* 66 Fed. Reg. 53,830 (Oct. 24,
4 2001) (Nissan’s PMR petition); 74 Fed Reg 28,768 (June 17, 2009) (describing
5 Nissan’s immobilizer device).

6 1273. The third type of immobilizer utilizes a magnetic rotation device. In
7 1996, GM began phasing out its use of its Pass-Key systems, replacing them with
8 its magnetic-rotation system device called “PassLock I.” The following year, it
9 began installing its PassLock II, a magnetic-rotation system device. The magnetic
10 rotation system uses a coded magnet embedded in the ignition lock cylinder (as
11 opposed to the key shank as in Pass-Key systems), and an electronic sensor
12 mounted on the column assembly housing surrounding the ignition lock. When the
13 ignition lock core is rotated within the housing using the correctly cut key, the
14 magnet passes over the housing-mounted sensor, generating a signal that is sent to
15 the decoder module, which measures the voltage. If the value of the sensor’s
16 voltage matches the value stored in the memory of the decoder, the decoder sends
17 an encoded signal to the power control module (“PCM”) to start the flow of fuel
18 and enable engine functions. If an invalid key is used, an improper voltage value is
19 measured, which sends a signal to the PCM to prevent the flow of fuel for ten
20 minutes.

21 1274. Over the last three decades, these immobilizers have been proven to be
22 highly effective in dramatically reducing auto theft.

23 1275. A study conducted in Europe after immobilizers were mandated found
24 that the overall rate of auto thefts fell by 46% between 1995 and 2008.⁵² The same
25 study also found that the additional manufacturing costs related to installing an
26

27 ⁵² van Ours, Jan C. and Vollaard, Ben, *The Engine Immobilizer: A Non-Starter*
28 *for Car Thieves* (January 31, 2013). CESifo Working Paper Series No. 4092,
available at SSRN: <https://ssrn.com/abstract=2214895>.

1 engine immobilizer was as little as approximately \$50 per vehicle, and the benefits
2 in terms of prevented thefts are many times higher than the costs of installing the
3 device.

4 1276. Given how effective and relatively inexpensive engine immobilizers
5 are, most automotive regulators around globe require the installation of the device
6 in new vehicles sold.

7 1277. In November 1995, the European Union (“EU”) adopted Directive
8 74/61/EEC, which made installation of an electronic engine immobilizer mandatory
9 in all new passenger cars sold within the EU as of October 1998.⁵³ Australia has
10 required immobilizers in vehicles sold since 2001 and Canada has required the
11 component since 2007. In parts of Australia and Canada, the legislation also
12 extended to the existing car fleet.⁵⁴

13 1278. NHTSA has repeatedly demonstrated its support for the installation of
14 immobilizers and has stated that the device complies with FMVSS No. 114. In
15 2006, *NHTSA noted that FMVSS No. 114 was promulgated due to the agency’s*
16 *“concern about car thieves who could bypass the ignition lock.”* 71 Fed. Reg.
17 17,752, 17,753. NHTSA went on to explain how a manufacturer’s engine
18 immobilizer satisfied FMVSS No. 114:

19 We note that in promulgating FMVSS No. 114, the
20 agency expressed concern about car thieves who could
21 bypass the ignition lock. In response to this concern, the
22 agency decided to require a device, which would prevent
either self-mobility or steering even if the ignition lock
were bypassed (see 33 FR 4471, April 27, 1968).

23 The engine control module immobilizer described in your
24 letter satisfies the requirements of S4.2(b) because it locks
25 out the engine control module if an attempt is made to
26 start the vehicle without the correct key or to bypass the
electronic ignition system. When the engine control
module is locked, the vehicle is not capable of forward

27 ⁵³ van Ours, Jan C. and Vollaard, Ben, *The Engine Immobilizer: A Non-Starter*
28 *for Car Thieves* (January 31, 2013).

⁵⁴ *Id.*

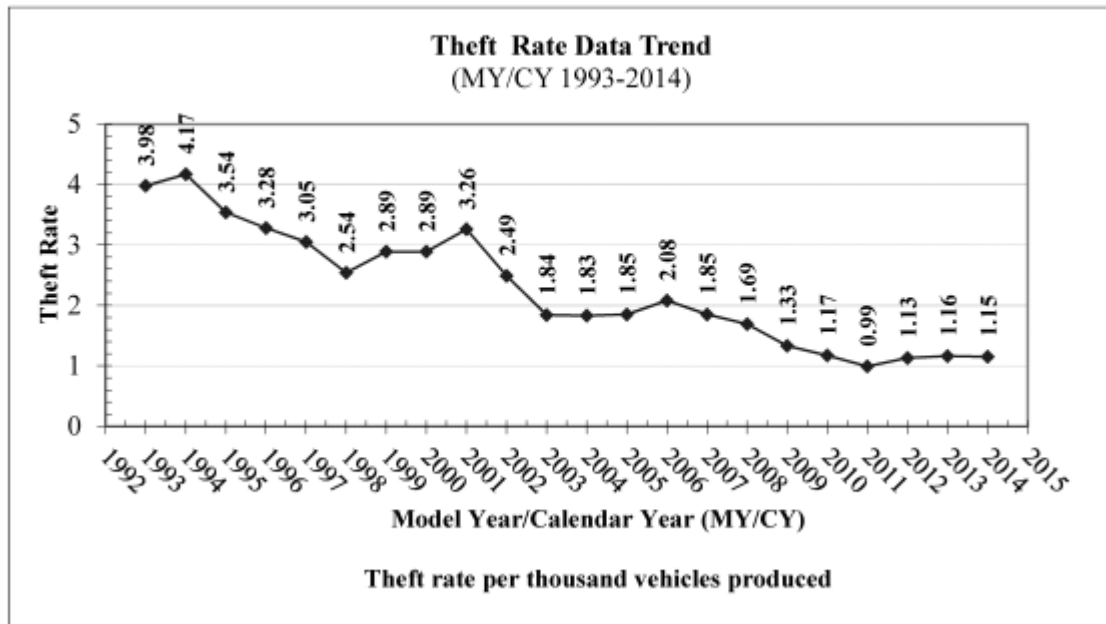
self-mobility because it is incapable of moving forward under its own power.

Id.

1279. NHTSA has also noted that in addition to the installation of immobilizers, manufacturers have sought to comply with FMVSS No. 114 by installing “improved antitheft deterrents, such as hardened collars that shield the upper and lower casing of the steering column... [which] deter theft by increasing significantly the time required to disable the locking mechanism for the ignition, steering wheel and automatic transmission gear selector.” *Id.*

1280. Since the introduction of engine immobilizers, the rate of auto thefts has fallen dramatically as demonstrated in the following table published by NHTSA in 2017 and detailing the theft rate in the United States from 1993 through 2014:

Figure 1: Theft Rate Data Trend (MY/CY 1993-2014)



82 Fed. Reg. 28,246, 28247 (June 21, 2017).

1281. In a 2013 NHTSA report regarding the drop in the vehicle theft rate from 1993 through 2011, NHTSA noted that it “*believes that the theft rate reduction is a result of several factors, including vehicle parts marking; the increased use of standard antitheft devices and other advances in electronic*

1 *technology (i.e., immobilizers) and theft prevention methods*; increased and
2 improved prosecution efforts by law enforcement organizations; and, increased
3 public awareness which may have contributed to the overall reduction in vehicle
4 thefts.” 78 Fed. Reg. 41,016, 41,017 (July 9, 2013).

5 1282. Studies, of which the defendants as prudent car manufacturers were
6 well aware of, conducted by the Highway Loss Data Institute (“HLDI”), similarly
7 found that “vehicle theft losses plunged after immobilizers were introduced.”⁵⁵

8 1283. The National Insurance Crime Bureau (“NICB”), an organization
9 dedicated exclusively to fighting insurance fraud and crime, noted in a 2013 report
10 concerning auto thefts that a reduction in vehicle thefts requires an immobilizer.⁵⁶
11 The NCIB put it simply: “Generally speaking, if your vehicle can’t be started, it
12 can’t be stolen.”

13 1284. The following table identifies each make and model that has received a
14 PMR exemption for installing an immobilizer and/or other antitheft measure
15 consistent with FMVSS, as of August 23, 2022:

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26 ⁵⁵ See <https://www.iihs.org/news/detail/hyundais-kias-are-easy-targets-amid-boom-in-vehicle-thefts> (last accessed March 21, 2023).

27 ⁵⁶ <https://www.nicb.org/sites/files/2017-10/2013-Hot-Wheels-Report.pdf> (last
28 accessed March 22, 2023).

Manufacturer	Subject lines
BMW	MINI, MINI Countryman (MPV), X1 (MPV), X1, X2 (MPV), X3 (MPV), X4 (MPV), X5 (MPV), Z4, 2 Series, ¹ 3 Series, 4 Series, 5 Series, 6 Series, 7 Series, 8 Series.
CHRYSLER	200, 300, Dodge Charger, Dodge Challenger, Dodge Dart, Dodge Journey, Fiat 500, Fiat 124 Spider, Jeep Cherokee, Jeep Compass, Jeep Grand Cherokee (MPV), Jeep Gladiator, ¹ Jeep Patriot, Jeep Wrangler/ Wrangler JK, ² Jeep Wrangler JL (new), Town and Country MPV.
FORD MOTOR CO	C-Max, EcoSport, Edge, Escape, Explorer, Fiesta, Focus, Fusion, Lincoln Corsair, ¹ Lincoln MKC, Lincoln MKX, Lincoln Nautilus, Mustang.
GENERAL MOTORS	Buick LaCrosse/Regal, Buick Encore, ¹ Buick Verano, Cadillac ATS, Cadillac CTS, Cadillac SRX, Cadillac XTS, Cadillac XT4, Chevrolet Bolt, Chevrolet Camaro, Chevrolet Corvette, Chevrolet Cruze, Chevrolet Equinox, Chevrolet Impala/Monte Carlo, Chevrolet Malibu, Chevrolet Sonic, Chevrolet Spark, Chevrolet Volt, GMC Terrain.
HONDA	Accord, Acura TLX, ¹ Acura MDX, Civic, CR-V, Passport, Pilot.
HYUNDAI	Azera, Equus, Genesis G70, ¹ Genesis G80, ³ IONIQ.
JAGUAR	F-Type, XE, XF, XJ, Land Rover Discovery Sport, Land Rover E-Pace, ¹ Land Rover F-Pace, Land Rover Range Rover Evoque, Land Rover Velar.
KIA	Niro, Stinger.
MASERATI	Ghibli, Levante (SUV), Quattroporte.
MAZDA	2, 3, 5, 6, CX-3, CX-5, CX-9, MX-5 Miata.
MERCEDES-BENZ	smart Line Chassis, smart USA fortwo, SL-Line Chassis (SL-Class), (the models within this line are): SL400/ SL450, SL550, SL 63/AMG, SL 65/AMG, SLK-Line Chassis (SLK-Class/SLC-Class), (the models within this line are): SLK 250, SLK 300, SLK 350, SLK 55 AMG, SLC 300 AMG, SLC 43, S-Line Chassis (S/CL/ S-Coupe Class/S-Class Cabriolet/Mercedes Maybach), (the models within this line are): S400 Hybrid, S550, S600, S63 AMG, S65 AMG, Mercedes-Maybach S560, Mercedes-Maybach S650, CL550, CL600, CL63 AMG, CL65 AMG, NGCC Chassis Line (CLA/GLA/B-Class/A-Class), (the models within this line are): A220, B250e, CLA250, CLA45 AMG, GLA250, GLA45 AMG, C-Line Chassis (C-Class/CLK/GLK-Class/ GLC-Class), (the models within this line are): C63 AMG, C240, C250, C300, C350, CLK 350, CLK 550, CLK 63AMG, GLK250, GLK350, E-Line Chassis (E-Class/CLS Class), (the models within this line are): E55, E63 AMG, E320 BLUETEC, E350 BLUETEC, E320/E320DT CDI, E350/E500/E550, E400 HYBRID, CLS400, CLS500/550, CLS55 AMG, CLS63 AMG.
MITSUBISHI	Eclipse Cross, iMiEV, Lancer, Outlander, Outlander Sport, Mirage.
NISSAN	Altima, Juke, Leaf, Maxima, Murano, NV200 Taxi, Pathfinder, Quest, Rogue, Kicks, Sentra, Infiniti Q70, Infiniti Q50/60, Infiniti QX50, Infiniti QX60, Versa. ¹
PORSCHE	911, Boxster/Cayman, Macan, Panamera, Taycan. ¹
SUBARU	Ascent, Forester, Impreza, Legacy, Outback, WRX, XV Crosstrek/Crosstrek. ⁴
TESLA	Model 3, Model S, Model X, Model Y. ¹
TOYOTA	Avalon, Camry, Corolla, C-HR, ¹ Highlander, Lexus ES, Lexus GS, Lexus LS, Lexus NX, Lexus RX, Prius, RAV4, Sienna.
VOLKSWAGEN	Atlas, Beetle, Eos, Jetta, Passat, Tiguan, Golf/Golf Sport wagen/eGolf/Alltrack, Audi A3, Audi A4, Audi A4Allroad MPV, Audi A6, Audi A8, Audi Q3, Audi Q5, Audi TT.
VOLVO	S60.

¹ Granted an exemption from the parts-marking requirements beginning with MY 2020.

² Jeep Wrangler (2009–2019) nameplate changed to Jeep Wrangler JK, JK discontinued after MY 2018.

³ Hyundai discontinued use of its parts-marking exemption for the Genesis vehicle line beginning with the 2010 model year, line was reintroduced as the Genesis G80.

⁴ Subaru XV Crosstrek nameplate changed to Crosstrek beginning with MY 2016.

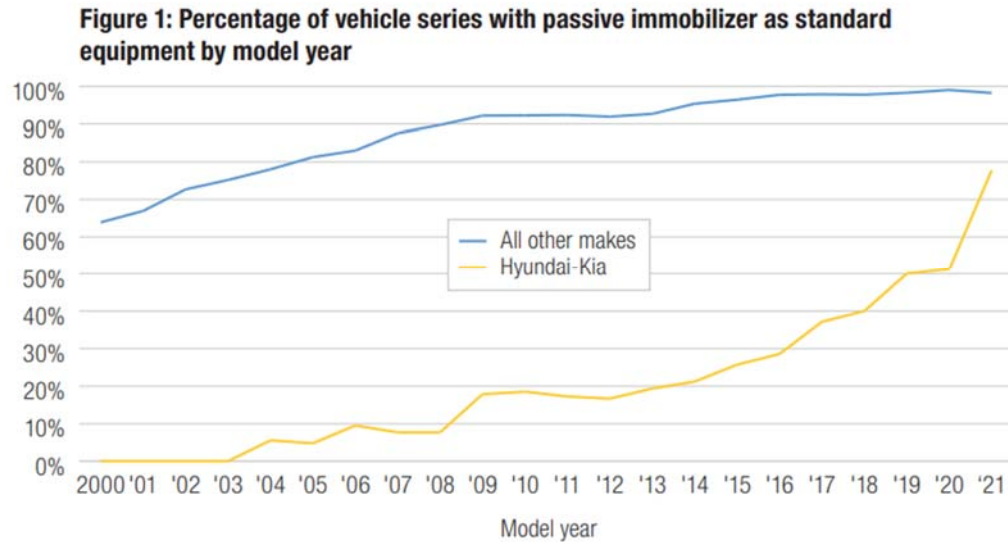
87 Fed. Reg. 51,616 (Aug. 23, 2022).

1285. As the table above reveals, nearly all the best-selling cars in America (except for Hyundai and Kia vehicles) have received PMR exemptions, including Toyota Rav4, Honda CR-V, Toyota Camry, Nissan Rogue, Toyota Highlander, and the Honda Civic.⁵⁷ On information and belief, each of these vehicles received a PMR exemption based on the installation of an engine immobilizer.

1286. A study conducted by the HLDI found that immobilizers were standard on 62% of non-Hyundai and Kia vehicles by the introduction of 2000 MY

⁵⁷ <https://www.caranddriver.com/news/g36005989/best-selling-cars-2021/> (last accessed Aug. 26, 2022).

vehicles.⁵⁸ By the time 2015MY vehicles were sold, 96% of non-Hyundai and Kia vehicles were equipped with immobilizers. However, only 26% of Hyundai and Kia vehicles were sold with immobilizer as standard equipment.



1287. Many of the vehicles with PMR exemptions are comparably priced to Hyundai and Kia vehicles and directly compete for Plaintiffs' and the Class's purchases. For instance, the MSRP for a 2021 Hyundai Elantra ranges from \$19,650 to \$28,100, and the MSRP for a 2021 Honda Civic, which includes an engine immobilizer, ranges from \$21,050 to \$28,100.⁵⁹

D. The Class Vehicles Are Theft Prone Defective and Do Not Comply With FMVSS No. 114

1288. As the DOT and DOJ found in 1968, amateur thieves stealing cars to go joy-riding make up a significant portion of all auto thefts in America. Moreover, these thieves can steal cars using simple means, such a pair of pliers to remove the ignition lock. That is why simple measures such as the installation of an immobilizer are so effective at preventing the majority of auto thefts.

⁵⁸ Highway Loss Data Institute (HLDI) Bulletin Vol. 38, No. 28 (December 2021), available at <https://www.iihs.org/news/detail/hyundais-kias-are-easy-targets-amid-boom-in-vehicle-thefts> (last accessed March 22, 2023).

⁵⁹ <https://www.edmunds.com/hyundai/elantra/2021/> (last accessed Aug. 26, 2022).

1 1289. But Defendants eschewed this relatively inexpensive antitheft device
2 and designed and/or manufactured the Class Vehicles with several critical design
3 and/or manufacturing defects that allow thieves to steal Class Vehicles in a matter
4 of seconds.

5 1290. In or around 2020, a group of teenagers in Milwaukee, who dubbed
6 themselves the “Kia Boyz,” discovered the Theft Prone Defect and began to
7 publicize precisely how to take advantage of the Theft Prone Defect to steal Class
8 Vehicles in a matter of seconds.

9 1291. *First*, the thieves recognized that the vast majority Hyundai and Kia
10 vehicles on the road do not have an engine immobilizer. The thieves are easily able
11 to identify the Class Vehicles because, on information and belief, each Hyundai and
12 Kia vehicle sold with a traditional “insert-and-turn” key ignition systems, as
13 opposed to “push-to-start” ignition, lacks an immobilizer. As shown below, it is
14 easy to identify the Class Vehicles by peering through a car window, because the
15 “push-to-start” vehicles have a start button located at the bottom of the dash and the
16 “insert-and-turn” vehicles have an ignition cylinder on the steering column:



26 2016 Hyundai Tucson SE
27 (insert-and-turn key)
28



2016 Hyundai Tucson Limited
(push-to-start)

1 1292. *Second*, the thieves discovered that the Class Vehicles do not contain
2 alarms or sensors attached to the windows, which allows them to enter the vehicles
3 without drawing attention to themselves.

4 1293. *Third*, once they stealthily entered the vehicles, the thieves found that
5 the steering columns in the Class Vehicles do not contain adequate casing or a
6 hardened collar, and are therefore, easily pulled off.

7 1294. *Fourth*, the thieves realized that the ignition lock assembly, which
8 contains the lock cylinder, is easily disassembled with a screwdriver or with
9 minimal force, thereby exposing the ignition switch.

10 1295. *Fifth*, in a truly modern take on a decades old technique to steal a car,
11 these thieves found that the ignition switch fits perfectly into the end of a USB
12 cable, which has become ubiquitous in vehicles today, and can start with a simple
13 twist. While the USB cable end is frequently used, any set of pliers works just as
14 well. Once the ignition switch is turned and the vehicle starts, the steering lock is
15 disengaged.

16 1296. The simple steps detailed above can be completed by a complete
17 novice thief in less than ninety seconds.⁶⁰

18 1297. Contrary to Defendants' statements concerning how they employ the
19 latest technology and safety features in their vehicles (*see supra* ¶¶ 1207, 1211), the
20 automotive news website *The Drive* noted that the Theft Prone Defect allows
21 thieves to start the engines and steal the cars with "the same trick [used] on a car
22 from the 1980s."⁶¹

23 1298. In a February 3, 2021 *Milwaukee Journal-Sentinel* article, one repair
24 shop owner noted that the rise in Hyundai and Kia thefts was due to the fact that the
25

26 ⁶⁰ See [https://www.tmj4.com/news/local-news/mpd-hyundai-and-kia-vehicles-](https://www.tmj4.com/news/local-news/mpd-hyundai-and-kia-vehicles-too-easy-to-steal-leading-to-spike-in-car-thefts)
27 [too-easy-to-steal-leading-to-spike-in-car-thefts](https://www.tmj4.com/news/local-news/mpd-hyundai-and-kia-vehicles-too-easy-to-steal-leading-to-spike-in-car-thefts) (last accessed March 22, 2022).

28 ⁶¹ [https://www.thedrive.com/news/how-thieves-are-stealing-hyundais-and-kias-](https://www.thedrive.com/news/how-thieves-are-stealing-hyundais-and-kias-with-just-a-usb-cable)
with-just-a-usb-cable (last accessed Aug. 26, 2022).

1 cars “are easy to steal, and young people have figured that out[.]”⁶² The business
2 owner commented that “thieves know they can break the back window without
3 setting off an alarm, unlock the door, quickly peel back the steering column, and
4 either use a screwdriver or a USB port to crank the car and go.” Another body shop
5 owner in Waukesha, Wisconsin noted that he is seeing multiple Kia and Hyundai
6 vehicles brought into his shop for repairs every week and that “[t]he thieves ... are
7 quite consistent” in the way they steal and damage the vehicle.⁶³

8 1299. In a complaint filed by a Class Member with NHTSA, the owner noted
9 that his vehicle was stolen and he could not comprehend how Kia sold a vehicle
10 that could be stolen by “children”.⁶⁴

11 Hello, My Kia was stolen last night. The criminals
12 apparently the “KIA BOYS” took my car, it wasn’t until
13 after I spoke with my daughter she expressed to me that
14 she saw a video on social media about Kia’s and another
15 car, being stolen excessively. So after doing my research I
16 was sent to this page to share my story. I am sure Kia is
17 aware of the situation, so much so to where they are/have
18 made a change in their 2022 model. But those of use who
19 have a Kia model that is not a 2022, we are screwed. ***I***
20 ***make monthly payments on a vehicle engineered by***
adults, but what I’ve just found out is the criminals are
mainly middle school age children who takes the cars
for a joy ride. It is hard to process this oversight by Kia,
I love my car, I’ve had 2 Kias. But this will be my last.
Especially if they (Kia) doesn’t own this oversight. To
have my car stolen hurts, I didn’t leave the key in, nor the
door unlocked. I parked my car, activated my alarm, only
to wake up and my car gone.

21 1300. Notably, while the Milwaukee teenagers publicized the Theft Prone
22 Defect on social media platforms, these design and/or manufacturing flaws have
23 existed since the Class Vehicles were first sold and have allowed amateur and
24 professional thieves to steal the Vehicles with little effort for over a decade.

25 _____
26 ⁶² <https://www.jsonline.com/story/news/solutions/2021/02/03/motor-vehicle-thefts-up-152-milwaukee-so-far-2021/4266701001/> (last accessed March 22, 2023).

27 ⁶³ <https://www.wisn.com/article/critics-question-design-of-kia-hyundai-vehicles-in-massive-theft-spike/36828234> (last accessed March 22, 2023).

28 ⁶⁴ NHTSA ID Number: 11472960.

1 1301. The Class Vehicles do not comply with FMVSS No. 114 because they
2 do not contain a meaningful anti-theft device, such as an immobilizer or other
3 effective anti-theft features that prevent the normal activation of the vehicle's
4 engine without a valid key. Consequently, the Class Vehicles do not contain
5 starting systems that prevent forward self-mobility of the Vehicles when the key is
6 removed.

7 **1. The Class Vehicles' steering column does not contain a hardened**
8 **collar or any security feature.**

9 1302. In 1997, NHTSA noted that it could (and did) guide automobile
10 manufacturers that they can satisfy FMVSS No. 114 and may be entitled to PMR
11 exemptions by installing engine immobilizers and/or "hardened collars that shield
12 the upper and lower casing of the steering column." 62 Fed. Reg 54,152.

13 1303. Steering column collars come in a variety of forms, but what they have
14 in common is that they are a piece of metal, or an equally durable material, that
15 locks around the steering column, covering the ignition lock assembly, so that the
16 ignition cylinder cannot be accessed. Because the collar prevents thieves from
17 accessing the ignition cylinder, it's virtually impossible to "hot-wire" a vehicle,
18 even without an immobilizer. Below are two examples of hardened steering column
19 collars:



1 1304. But Defendants ignored NHTSA’s guidance and installed unsecure,
2 flimsy plastic steering column covers, which are made of the same material as the
3 interior door paneling, in each of the Class Vehicles.



15 1305. The flimsy steering column covers in the Class Vehicles are easily torn
16 apart and in no way equivalent to “hardened collars” described by NHTSA in 1997.
17 The top and bottom pieces of the steering column cover in the Class Vehicles are
18 connected via plastic tabs that “pop off” with minimal force by design.⁶⁵

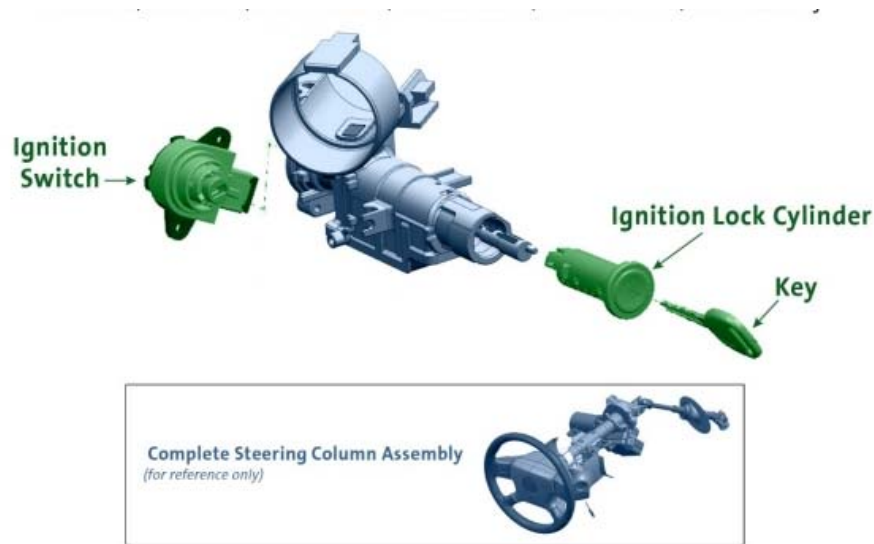
19 1306. While hardened steering column collars are not common in modern
20 vehicles, that is because most responsible automobile manufacturers have installed
21 immobilizers as standard features in their vehicles and, therefore, do not need to
22 install hardened column collars.

23 **2. The Class Vehicles’ ignition lock assembly is woefully insecure.**

24 1307. The flaws affecting Class Vehicles culminate in the defective design
25 and/or manufacturing of the ignition lock assemblies.

27
28 ⁶⁵ See <https://www.youtube.com/watch?v=bTeVgPM0Xw> (last accessed March 22, 2023).

1308. On information and belief, the ignition lock assemblies in each of the Class Vehicles are attached to the vulnerable steering column. Below is a diagram of the steering column and the ignition lock assembly, which is generally comprised of the ignition cylinder and ignition switch:



1309. The ignition assembly is designed to work as follows. A key is inserted into the lock cylinder, which only fits the correct key. When the correct key is inserted, small actuators in the lock cylinder match up with the key and allow the driver to turn the cylinder. The lock cylinder has a “female” port at the end of the component that connects to the ignition switch’s external “male” connector, referred to as a “spade.” When the cylinder turns, the female port turns the ignition switch’s spade thereby starting the vehicle.



Exposed female port at the back of ignition cylinder



Exposed ignition switch spade after ignition cylinder is removed

1310. Thieves realized decades ago that they do not need to turn the cylinder in order to start a vehicle's engine. Instead, they only need to rotate the vehicle's ignition switch. And if you can easily remove the cylinder, the switch can be turned by using any pair of pliers, a USB connector, or even one's bare hands:



USB cable attached to ignition switch spade and used as makeshift key

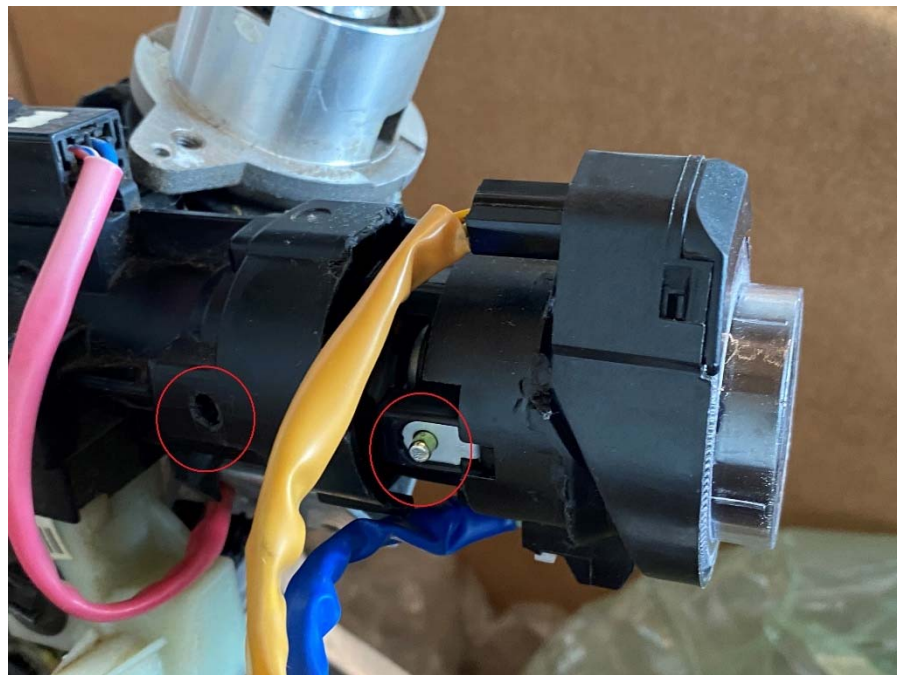
1311. As explained and shown above, the ignition assemblies in the Class Vehicles are located within or attached to the steering column. Although some other manufacturers also install their ignition assemblies within or attached to the steering column, they ensure that the ignition cylinder and switch are not easily exposed and bypassed.

1312. Among the various designs that accomplish this is by placing the ignition cylinder behind the steering wheel. This requires the entire steering wheel to be removed in order to access the cylinder, which is a difficult task that requires specific knowledge of how each vehicle's steering column and wheel is designed, takes considerable time, and is hard to accomplish surreptitiously.

1313. Other manufacturers design the cylinder so that it can only be removed from the ignition assembly, thereby exposing the ignition switch, if a hidden release mechanism (the "pin") that requires special curved tools, is engaged. And some manufacturers fully engrain the ignition cylinder within a metal housing, which can only be removed by drilling a hole into the cylinder and completely destroying the component.

1 1314. Defendants did not implement *any* of these safeguards for the ignition
2 switches installed in the Class Vehicles. After a thief removes the steering column
3 cover—which, again, has no protective lock or hardened material—the ignition
4 cylinder is exposed. Once the thief has access to the ignition cylinder, the cylinder’s
5 release pin is in plain sight and requires no special tools to be removed while
6 preserving the ignition switch.

7 1315. Below is a picture showing the release pin and housing for the ignition
8 cylinder.



9
10
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19
20 *The red circle on the right is the cylinder release pin and the red*
21 *circle on the left is the hole that the pin enters to keep the cylinder in place*



YouTube video demonstrating how to trigger the lock cylinder release pin with any basic screwdriver

1316. Thieves have found that they do not even need to bother using a screwdriver to trigger the lock cylinder's release pin. Instead, they can simply pry the lock cylinder from the ignition assembly. Given the weak plastic housing, thieves can jam a screwdriver into the lock cylinder and shake the component until the cylinder's release pin slips out of the casing hole. This method works just as well triggering the pin from the outside of the cylinder and similarly does not damage the ignition switch.

1317. At that point, once the cylinder is removed the intact ignition switch is exposed, and any set of pliers, a USB cable or one's bare hands can rotate the switch to start the engine.

1318. While the Class Vehicles are believed to contain an ostensible steering lock, the series of design and/or manufacturing flaws above renders the device worthless. As its name implies, steering locks prevent someone from turning the steering wheel when the engine is turned off. The steering lock is designed to

1 disengage once the ignition switch is turned. Consequently, the purported steering
2 lock is totally ineffective, as anyone can easily neutralize the lock with a USB
3 cable.

4 1319. Defendants may claim that the presence of their steering lock satisfies
5 FMVSS No. 114, which sets forth minimal performance standards. But Defendants'
6 useless "steering lock" neither prevents "steering" or "forward self-mobility" of
7 Class Vehicles when the key is removed.

8 **E. Defendants Failed To Install Adequate Alarm Systems To Deter Theft**

9 1320. A modern car alarm system consists of: (i) sensors; (ii) a siren or
10 speaker; (iii) a radio receiver; (iv) an alarm control unit; and (v) an auxiliary
11 battery.⁶⁶

12 1321. There are many types of sensors attached to the alarm system. The
13 door sensor is the most common and foundational. When a door, the hood, or the
14 trunk is opened the sensor is triggered and sends a signal to the control unit.

15 1322. Because opening a door is just one way among many of entering a
16 locked car, modern alarm systems also include shock sensors. Shock sensors, as its
17 name implies, are triggered when somebody hits, jostles or otherwise physically
18 moves the vehicle.

19 1323. The final sensors that are typically used to prevent window intrusions
20 are "window" and "pressure" sensors. These sensors are critical because breaking
21 into a car through a window is very common. "A fully equipped car alarm system
22 has a device that senses this intrusion."⁶⁷

23 1324. Window sensors are usually made up of a microphone installed in the
24 vehicle that is triggered when it detects the sound of glass breaking. Breaking glass
25 produces a distinctive sound frequency, so it is easy to identify.

26
27
28 ⁶⁶ <https://auto.howstuffworks.com/car-alarm.htm> (last accessed April 10, 2023).

⁶⁷ <https://auto.howstuffworks.com/car-alarm.htm> (last accessed April 10, 2023).

1 1325. Pressure sensors are another way of detecting unauthorized entry into
2 the vehicle. When a window glass is broken or a door is opened, the air pressure
3 within the vehicle fluctuates. The pressure sensor is triggered when it detects this
4 change in air pressure.

5 1326. When a sensor is triggered, it will send a signal to the alarm system's
6 radio receiver and/or the alarm control unit. The control unit is like a miniature
7 computer that monitors all the sensors, speakers, and radio receiver and is the
8 "brain" of the system. If the control unit receives a signal from one of the sensors, it
9 will sound an audible alarm that is recognizable to bystanders and, typically,
10 distinct for each vehicle. The control unit may also send a signal to flash the
11 headlights. Once the siren sounds the owner or authorized driver of the vehicle can
12 use a key fob to communicate with the radio receiver that interacts with the alarm
13 control unit.

14 1327. The alarm system primarily relies on the vehicle's main 12-volt
15 battery, but it also has an auxiliary battery so that it remains functional even when
16 the main battery dies or is disconnected.

17 1328. On information and belief, the Class Vehicles' alarm system is
18 deficiently designed because the alarm is not triggered when one or more of the
19 windows are shattered, which is how many thieves enter the vehicle.

20 1329. On information and belief, Defendants failed to install pressure sensors
21 and/or one or more of these additional (low cost) design features in the Class
22 Vehicles. Rather, on information and belief, the Class Vehicles are equipped with a
23 basic door alarm system, which allows thieves to enter the vehicles by smashing a
24 window and climbing inside without setting off the alarm.

25 **F. Defendants Knowingly Manufactured and Sold Millions of Class**
26 **Vehicles That Are Easily Stolen In Less Than Ninety Seconds**

27 1330. After considerable public outcry and scrutiny, in 2022, Defendants
28 slowly began to acknowledge that their vehicles suffer from the Theft Prone Defect,

1 and therefore, are easily stolen. But as detailed below, Defendants have known or
2 should have known of the Theft Prone Defect long before they sold the first Class
3 Vehicle.

4 1331. On information and belief, each Defendant was aware of the Theft
5 Prone Defect and the safety risk it posed to Class Vehicle owners (as well as
6 bystanders), through the following sources, including, but not limited to their
7 (1) presale testing and Safety Standards self-certification process for Class
8 Vehicles; (2) analyses and usage of engine immobilizers in non-Class Vehicles,
9 their PMP petitions, and usage of engine immobilizers in Class Vehicles sold
10 outside the U.S. market; (3) monitoring of Class Vehicle thefts; and (4) monitoring
11 of customer complaints, dealership records, warranty claims, and replacement parts
12 orders.

13 1332. Further, on information and belief, given the corporate relationships
14 between Defendants, each of them shared the underlying facts on an ongoing basis
15 in real time that should have notified them of the Theft Prone Defect.

16 **1. Defendants should have uncovered the Theft Prone Defect through**
17 **its FMVSS self-certification process and pre-sale testing.**

18 1333. Defendants are experienced in the design and manufacture of
19 consumer vehicles. As experienced manufacturers, Defendants are aware of
20 applicable Safety Standards, including FMVSS No. 114.

21 1334. Under 49 U.S.C. § 30115, Defendants are required to certify that each
22 of their vehicles “complies with applicable motor vehicle safety standards.”

23 1335. On information and belief, Defendants employ consultants and
24 engineers that are knowledgeable of FMVSS No. 114 and who are involved in the
25 design, manufacturing, and testing of the Class Vehicles prior to sale to ensure
26 compliance with the Safety Standard.

27 1336. On information and belief, Defendants also conduct pre-sale tests to
28 verify the parts are free from defects and align with their specifications.

1 1337. KC conducts expansive presale testing on its vehicles to make sure
2 they “endure over a long time without fault.”⁶⁸ KC states that it conducts
3 “performance and durability tests” on “all Kia vehicles sold in the U.S.” at the
4 California Proving Ground.⁶⁹

5 1338. HMA claims that its staff “hand check nuts, bolts, cables, wiring and
6 power components before any Hyundai leaves the plant. Then every vehicle is road
7 tested to eliminate squeaks and rattles that can’t be detected on the factory floor.”⁷⁰
8 Further, HMA states that it has “250 robots, equipped with optical sensors far more
9 sensitive than the human eye, [that] inspect[] every vehicle for quality welds and
10 proper fit. This ensures tight seams and seals, as well as perfect alignment.”

11 1339. HMC states that it conducts “preemptive quality and safety measures
12 from the vehicle development stage”⁷¹

13 1340. HMC touts its robust Product Quality Management systems, “based on
14 its “quality philosophy of ‘producing defect-free vehicles that will never break
15 down’ backed by cutting-edge safety technologies:”⁷²

16 **Establishing Quality Management System** Hyundai
17 seeks to create “customer safety” values by securing
18 leading quality standards in the global market and
19 strengthening quality management through technical
20 preventive quality activities, among other initiatives. We
have established a company-wide integrated quality
management system to satisfy customers’ diverse quality
and safety requirements,

21 ⁶⁸ <https://www.kia.com/fj/experience/innovation-story/performance.Kappa.html>
22 (last accessed Aug. 29, 2022).

23 ⁶⁹ KC 2017 Annual Report, p.58, *available at* <https://worldwide.kia.com/int/company/ir/archive/annual-report> (last accessed Aug. 26, 2022).

24 ⁷⁰ [https://www.auto-brochures.com/makes/Hyundai/Entourage/Hyundai_US%20](https://www.auto-brochures.com/makes/Hyundai/Entourage/Hyundai_US%20Entourage_2008.pdf)
25 [Entourage_2008.pdf](https://www.auto-brochures.com/makes/Hyundai/Entourage/Hyundai_US%20Entourage_2008.pdf) (last accessed Aug. 26, 2022).

26 ⁷¹ [https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf)
27 [sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf)
28 (last accessed August 24, 2022).

⁷² [https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf)
[sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf)
(last accessed Aug. 26, 2022).

1 **Quality Management Standards and Techniques**

2 Hyundai has introduced and applied quality management
3 techniques to strengthen its market competitiveness on the
4 basis of “defect-free quality”. Our quality management
5 techniques, aimed at providing customers with vehicles of
6 the very highest quality in all fields, such as R&D,
7 production, sales, and services, are supported by the best
8 experts in each field (Man); optimal equipment
9 (Machine); the best parts (Material); the best method
10 (Method); thorough verification (Measurement); and
11 commitment to defect free quality (Moral). We also
12 make continuous efforts to upgrade quality management
13 standards and criteria based on the data collected and
14 analyzed in quality risk management processes, such as
15 quality checks, case studies, and improvements.

16 **Preemptive Management of Quality Risks** From the
17 early design stage of new vehicle development, Hyundai
18 preemptively inspects and manages parts suppliers as well
19 as its own production process quality. Based on product
20 drawings, we conduct a comprehensive review of parts in
21 terms of functions, structures, reliability, and durability,
22 while carefully analyzing our own processes and those of
23 suppliers before issuing the final approval, thereby
24 eliminating quality risks throughout production processes
25 in advance. In addition to our own verification of test
26 vehicles, Hyundai relies on the test drive opinions of
27 customers and professional quality organizations to
28 identify major issues and carry out improvement activities
29 in parallel. *Moreover, Hyundai holds quality inspection
30 meetings on regular basis, and in particular, on the
31 verge of new car models’ mass production, reports the
32 quality risk assessment results and taken measures to
33 the highest level of management.*

34 **Quality Risk Assessment – Identification and
35 Improvement**

36 Hyundai has established a control tower
37 devoted to the management of vehicle quality risks in the
38 production process. *Whenever a quality risk is detected
39 from information acquired through statistical process
40 control, periodic inspections, and shipment pass rates,
41 the control tower takes the lead in conducting joint
42 investigations and taking the necessary
43 countermeasures.* Also, in order to prevent quality risks
44 from occurring in the vehicle production process, we take
45 thorough preventive measures, such as process
46 management by suppliers, assessment of quality
47 prevention activities, validation of quality inspection
48 equipment, and reliability testing of parts.

49 ...

50 **Strengthening Quality Verification Capabilities**

51 Hyundai provides annual training on the roles and major
52 tasks involved in securing its pre-manufacturing quality,

1 manufacturing quality, and *market quality as a way to*
2 *strengthen the verification capability of its overall*
3 *quality value chain.* In addition, we offer expert
4 courses on quality verification in collaboration with
5 external educational institutions to verify new
6 technologies following the transition to electrification and
7 to strengthen the verification of quality issues from the
8 customer's point of view.

9 1341. Through this testing and as part of their 49 U.S.C. § 30115 self-
10 certification process, Defendants should have uncovered the Theft Prone Defect,
11 including that the Vehicles' lack of immobilizers, lack of window alarms,
12 unprotected steering columns, and insecure ignition assemblies rendered the Class
13 Vehicles highly susceptible to theft and do not prevent "steering" or "forward self-
14 mobility" of Class Vehicles when the key is removed.

15 **2. Defendants' specific knowledge concerning the efficacy of engine**
16 **immobilizers and their use of immobilizers in non-Class Vehicles**
17 **should have notified them of the Theft Prone Defect.**

18 1342. Defendants have long been aware of the efficacy of immobilizers and
19 other anti-theft technology that Defendants employ in other vehicles that they make
20 and distribute.

21 1343. HMC and KC sell the very same, or substantially similar, vehicles to
22 the Class Vehicles in other countries, with one major difference: all HMC and KC
23 vehicles sold in Europe (since 1998), Australia (since 2001) and Canada (since
24 2007) have engine immobilizers. For example, in the 2020 Kia Sportage Owner's
25 Manual for Canada, Kia notes that the "vehicle is equipped with an electronic
26 engine immobilizer system to reduce the risk of unauthorized vehicle use."⁷³

27 1344. Further, Defendants have long known the anti-theft and security
28 benefits offered by immobilizers given that Defendants have incorporated
immobilizers as standard technology in select higher-end models and as a feature in
higher-end trim packages on other models in the United States.

⁷³ See, e.g., <https://www.destinationkia.com/blogs/1016/wp-content/uploads/2019/07/2020-Kia-Sportage-Owners-Manual.pdf> (last accessed Aug. 29, 2022).

1 1345. On March 2, 2007, HATCI, acting on behalf of HMA, petitioned
2 NHTSA for a PMR exemption for the Hyundai Azera vehicle line beginning with
3 model year (MY) 2008. *See* 72 Fed. Reg. 39,661 (July 19, 2007). In that petition,
4 Hyundai stated that it “will install its passive antitheft device as standard equipment
5 on the vehicle line. Features of the antitheft device will include a passive
6 immobilizer consisting of an EMS (engine control unit), SMARTRA (immobilizer
7 unit), an antenna coil and transponder ignition keys.” This form of immobilizer was
8 transponder based, which was first introduced in 1996, and already standard in
9 Defendants’ competitors’ vehicles. *See supra* ¶¶ __ - __. The petition specifically
10 notes that Hyundai “believes that the GM Pass-Key and Ford Securilock devices
11 contain components that are functionally and operationally similar to its device,”
12 which have been shown in theft data from the NCIC to produce “***a clear reduction***
13 ***in vehicle thefts*** after the introduction of the GM and Ford devices.” *Id.*

14 1346. On October 22, 2007, HATCI, on behalf of Hyundai, submitted a
15 petition for PMR exemption for its luxury Hyundai Genesis vehicle line beginning
16 with MY 2009. 73 Fed. Reg. 4,304, 4,305 (Jan. 24, 2008). That same day, HATCI
17 submitted a PMR exemption petition on behalf of KC (then known as Kia Motors
18 Corporation) for its luxury Kia Amanti vehicle line beginning with MY 2009. 75
19 Fed. Reg. 1,447, 1,448 (Jan. 11, 2010).

20 1347. Like the Azera petition, HATCI stated that Defendants would install a
21 passive immobilizer consisting of an EMS (engine control unit), SMARTRA 3
22 (immobilizer unit), an antenna coil and transponder ignition keys standard in the
23 vehicle lines. *Id.* In both petitions, HATCI again touted the success of immobilizers
24 in GM and Ford vehicles in reducing auto thefts. *Id.* In particular, HATCI reiterated
25 the same statistics touting immobilizers:

26 ***[Hyundai and HATCI] provided theft rate data for the***
27 ***Chevrolet Camaro and Pontiac Firebird vehicle lines***
28 ***showing a substantial reduction in theft rates comparing***
 the lines between pre- and post introduction of the Pass-
 Key device. [Hyundai and HATCI] also provided “percent

reduction” data for theft rates between pre- and post-production years for the Ford Taurus and Mustang, and Oldsmobile Toronado and Riviera vehicle lines normalized to the three-year average of the Camaro and Firebird pre-introduction data. ***[Hyundai and HATCI] stated that the data shows a dramatic reduction of theft rates due to the introduction of devices substantially similar to the [Hyundai and Kia] immobilizer device.*** Specifically, the Taurus, Mustang, Riviera and Toronado vehicle lines showed a ***63, 70, 80 and 58 percent theft rate reduction respectively between pre- and post-introduction of immobilizer devices as standard equipment on these vehicle lines.***

Id.

1348. In a petition filed by Hyundai in 2009 for its VI vehicle line, beginning with MY 2011, Hyundai stated it will “install its passive Smart-key Immobilizer device and alarm system (audible and visual) on the VI vehicle line as standard equipment.” 75 Fed. Reg. 6,253 (Feb. 8. 2010). In support of its petition, Hyundai relied on an “April 2006 report by JP Research, Inc., which concluded that antitheft devices were consistently much more effective in reducing thefts when compared to parts marking.”

1349. In particular, the cited JP Research report found that vehicle lines containing antitheft devices “***were 70% more effective than parts marking in deterring theft.***” Hyundai’s petition also relied on theft data from other manufacturer’s vehicle lines (Lincoln Town Car, Chrysler Town and Country, Mazda MX–5 Miata and Mazda 3) that have been exempted from the theft prevention standard. Hyundai noted that “[t]heft rates for the Lincoln Town Car, Chrysler Town and Country, Mazda MX–5 Miata and Mazda 3 all are below the median theft rate of 3.5826.” Further, Hyundai touted the success of its immobilizers in its Azera model, stating:

Hyundai also compared the theft rates for its Azera model which has been installed with an antitheft device as standard equipment since (MY 2006) and was granted an exemption from the theft prevention standard in MY 2008 to the overall theft rate reported by NHTSA for model years (MYs’) 2006 and 2007. The theft rate for the MY 2006 Hyundai Azera was 0.7758 which was

1 comparatively lower than the overall theft rate of 2.08 for
2 MY 2006. The theft rate for the MY 2007 Azera was
3 1.8003, also comparatively lower than the overall theft
4 rate of 1.86 for MY 2007. ***Conclusively, Hyundai stated
that it believes the data indicate that installation of
antitheft devices are effective in reducing thefts.***

5 1350. On September 8, 2016, and January 22, 2017, HATCI, on behalf of
6 HMA and KA, respectively, submitted PMR exemption petitions for two hybrid
7 electric vehicle lines, the MY 2017 Hyundai Ioniq and the MY 2018 Kia Niro. *See*
8 82 Fed. Reg. 22,051, 22,048 (May 11, 2017) 82 Fed. Reg. 22,048 (May 11, 2017).
9 As part of these petitions, HATCI again touted the JP Research Report's conclusion
10 that antitheft devices "were 70% more effective than parts marking in deterring
11 theft."

12 1351. Accordingly, Defendants possessed, analyzed, and explicitly relied on
13 factual data pertaining to the rate of thefts in vehicles with and without
14 immobilizers. Moreover, Defendants' PMR petitions show that they were aware
15 that immobilizers had become standard safety components in the industry and
16 meaningfully eliminated the risk of thieves bypassing ignition locks.

17 1352. Defendants thus were keenly aware of the disparate risk created by
18 their decision not to install immobilizers in the Class Vehicles years before the first
19 Class Vehicle was sold and the current theft epidemic began to plague Class
20 Members nationwide.

21 **3. Defendants were on notice of the Theft Prone Defect from their
22 efforts to monitor Class Vehicle thefts, which have occurred at a
shocking rate.**

23 1353. In addition to the research cited in Defendants' PMR petitions,
24 publicly available information concerning vehicle thefts in the United States over
25 the last decade notified Defendants as to the extent of the issue created by the Theft
26 Prone Defect.
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1 1354. For years, Class Vehicles have suffered high rates of thefts. But the
2 number of reported Class Vehicle thefts would skyrocket in 2020 when the
3 existence of the Theft Prone Defect began to circulate on social media.

4 1355. While the rate of Class Vehicle thefts exploded in 2020, the Class
5 Vehicles have always suffered from the Theft Prone Defect, and as a result, have
6 been among the most stolen vehicles in the nation for a decade.

7 1356. As shown *supra* ¶¶ 1204-1205, beginning around 2010, Hyundai and
8 Kia started to increase the number of vehicles sold in the U.S.—built upon their
9 marketing campaigns concerning the safety and reliability of their vehicles.

10 1357. Coinciding with the growth in sales of Hyundai and Kia vehicles and
11 the prevalence of Class Vehicles on U.S. streets, more and more of Defendants’
12 vehicles began to appear in crime statistics.

13 1358. Every year since 2007, the NCIB publishes its “Hot Wheels” report
14 that identifies the most stolen vehicles in the United States.⁷⁴ The report examines
15 vehicle theft data submitted by law enforcement to the NCIC and determines the
16 vehicle make, model and model year most reported stolen each year. In fact, the
17 NCIC data relied on by the NICB was utilized by Defendants when seeking PMR
18 exemptions. *See* 72 Fed. Reg. 39,661.

19 1359. Hyundai and Kia Class Vehicles first made the cut in a Hot Wheels
20 report in 2013, when the 2013 Hyundai Elantra was listed as the sixth most stolen
21 new car in 2013.⁷⁵ The 2013 Elantra did not, however, make the list of top-10 best
22 selling vehicles that year.⁷⁶ Accordingly, the 2013 Elantra was stolen at a
23 disproportionate rate.

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25 ⁷⁴ *See* [https://www.nicb.org/news/blog/hot-wheels-americas-10-most-stolen-](https://www.nicb.org/news/blog/hot-wheels-americas-10-most-stolen-vehicles)
26 [vehicles](https://www.nicb.org/news/blog/hot-wheels-americas-10-most-stolen-vehicles) (last accessed Aug. 26, 2022).

27 ⁷⁵ <https://www.nicb.org/sites/files/2017-10/2013-Hot-Wheels-Report.pdf> (last
28 accessed Aug. 29, 2022).

⁷⁶ [https://www.edmunds.com/car-reviews/top-10/top-10-best-selling-vehicles-](https://www.edmunds.com/car-reviews/top-10/top-10-best-selling-vehicles-for-2013.html)
for-2013.html (last accessed Aug. 29, 2022).

1 1360. The 2015 Hot Wheels report named the 2015 Hyundai Sonata as the
2 seventh most stolen new vehicle that year, the 2013 Hyundai Sonata was identified
3 as the tenth most stolen vehicle in Maryland, and the 2015 Hyundai Elantra made
4 the list as the third most stolen vehicle in Vermont.⁷⁷

5 1361. The 2016 Hot Wheels report named the 2016 Hyundai Sonata the sixth
6 most stolen new car in the United States, followed by the 2016 Hyundai Elantra in
7 eighth place.⁷⁸ Additionally, the 2011 Sonata was the eighth most stolen vehicle in
8 Delaware, the 2016 Hyundai Sonata was the eighth most stolen vehicle in Florida,
9 the 2013 Hyundai Sonata was the seventh most stolen vehicle in Maryland, and the
10 2014 Hyundai Sonata was the ninth most stolen vehicle in Rhode Island.

11 1362. The 2017 Hot Wheels report identified the 2017 Hyundai Elantra as
12 the fourth most stolen new car in the United States and the 2017 Hyundai Sonata as
13 the tenth most stolen new car.⁷⁹ Defendants fared no better in the state report: the
14 2011 Sonata was the ninth most stolen vehicle in Connecticut; the 2013 Sonata and
15 2016 Elantra were fourth and sixth, respectively, on Delaware's most stolen cars
16 list; the 2016 Sonata checked in at No. 6 on Washington D.C.'s most stolen cars
17 list; the 2016 Sonata and 2017 Elantra were eighth and tenth, respectively, on
18 Florida's most stolen cars list; the 2013 Elantra was the eighth most stolen car in
19 Maine; the 2013 Sonata was the seventh most stolen car in Maryland; the 2017
20 Hyundai Sonata was the eighth most stolen car in New York; the 2013 Hyundai
21 Sonata was the ninth most stolen car in North Carolina; and the 2013 Hyundai
22 Sonata was the eighth most stolen car in Virginia.

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25 ⁷⁷ <https://www.nicb.org/sites/files/2017-11/2015-Hot-Wheels-Report.pdf> (last
26 accessed Aug. 29, 2022)

27 ⁷⁸ <https://www.nicb.org/sites/files/2017-11/2016-Hot-Wheels-Report.pdf> (last
28 accessed Aug. 29, 2022).

⁷⁹ [https://www.nicb.org/sites/files/2019-06/HotWheelsReleaseFINAL18
WEB.pdf](https://www.nicb.org/sites/files/2019-06/HotWheelsReleaseFINAL18WEB.pdf) (last accessed Aug. 29, 2022).

1363. Defendants were also frequently named in the 2018 Hot Wheels report, including: the 2018 Hyundai Elantra as the sixth most stolen new vehicle in the country; the 2011 Hyundai Sonata and 2015 Hyundai Elantra were seventh and ninth, respectively, on Washington D.C.'s most stolen cars list; the 2013 Hyundai Sonata and 2017 Hyundai Elantra were eighth and tenth on Florida's list; the 2013 Hyundai Sonata and the 2017 Hyundai Accent were sixth and ninth, respectively, on Maine's list; the 2013 Hyundai Sonata and 2018 Hyundai Elantra were ninth and tenth, respectively, on Maryland's list; the 2018 Hyundai Elantra was the tenth most stolen car in Nevada; the 2017 Hyundai Sonata was the third most stolen car in New Mexico; the 2011 Hyundai Sonata was the eighth most stolen car in North Carolina; the 2017 Hyundai Sonata was the seventh most stolen car in Rhode Island; the 2013 Hyundai Sonata was the tenth most stolen car in Virginia; and the 2015 Kia was the sixth most stolen car in New Mexico.⁸⁰

1364. In the 2019 Hot Wheels report, Defendants earned the following distinctions: the 2011 Hyundai Sonata was named the eighth most stolen vehicle in Connecticut; the 2013 Hyundai Sonata was named fifth most stolen vehicle in Delaware; the 2015 Hyundai Sonata was named tenth most stolen vehicle in the District of Columbia; the 2013 Hyundai Sonata was named eighth most stolen vehicle in Florida, followed by the 2017 Hyundai Elantra in ninth place in the state; the 2017 Hyundai Elantra was named eighth most stolen vehicle in Maryland, followed by the 2013 Hyundai Sonata in ninth place in the state; the 2014 Hyundai Elantra was named the eighth most stolen vehicle in New Hampshire; the 2015 Hyundai Sonata was named third most stolen vehicle in New Mexico, followed by 2015 Kia Optima in fifth, and the 2013 Hyundai Elantra in eighth; the 2011

⁸⁰<https://www.nicb.org/sites/files/2020-01/2018%20Hot%20Wheels%20Report.pdf> (last accessed Aug. 29, 2022).

1 Hyundai Sonata was identified as the tenth most stolen vehicle in North Carolina;
2 and the 20018 Hyundai Elantra was the sixth most stolen vehicle in Wyoming.⁸¹

3 1365. The 2020 Hot Wheels report begins to reveal the explosion in public
4 knowledge of the Theft Prone Defect.⁸² In particular, the report identifies the
5 following Class Vehicles: the 2017/2016 Hyundai Sonata and the 2015 Kia Optima
6 as the eighth and tenth, respectively, as the most stolen vehicles in Colorado; the
7 2015 Hyundai Sonata was the ninth most stolen vehicle in Connecticut; the 2012
8 Hyundai Sonata was the tenth most stolen vehicle in Delaware; the 2011 Hyundai
9 Sonata was the sixth most stolen vehicle in Washington D.C., while the 2018
10 Hyundai Elantra was the eighth most stolen vehicle in the District; the 2011
11 Hyundai Sonata was the ninth most stolen vehicle in Florida; the 2013 Hyundai
12 Sonata and 2017 Hyundai Elantra were seventh and ninth, respectively, for
13 Maryland; the 2019 Hyundai Elantra was the tenth most stolen car in
14 Massachusetts; the 2019 Kia Forte was the ninth most stolen car in New
15 Hampshire; the 2013 Hyundai Elantra, 2015 Hyundai Sonata, and 2015 Kia Optima
16 were the third, fifth, and seventh, respectively, most stolen cars in New Mexico; the
17 2019 Hyundai Elantra was the ninth most stolen car in Pennsylvania; the 2013
18 Hyundai Accent was third, the 2019 Kia Rio was fourth, the 2019 Kia Soul was
19 fifth, the 2017 Hyundai Tucson was seventh, and the 2017 Hyundai Elantra was the
20 eighth most stolen cars in Puerto Rico; the 2019 Hyundai Elantra was the seventh
21 most stolen vehicle in Rhode Island; the 2013 Hyundai Elantra and 2013 Hyundai
22 Sonata were the eighth and tenth, respectively, most stolen vehicles in Virginia; and
23 the 2011 Hyundai Sonata was the seventh most stolen vehicle in Wisconsin.

24 1366. As expected, Defendants made a dominant showing on the 2021 Hot
25 Wheels report: the 2017 Hyundai Sonata was fifth in Colorado, followed by the

26 ⁸¹ [https://www.nicb.org/sites/files/2020-10/2019_State_Top10Report_](https://www.nicb.org/sites/files/2020-10/2019_State_Top10Report_01wTT.pdf)
27 [01wTT.pdf](https://www.nicb.org/sites/files/2020-10/2019_State_Top10Report_01wTT.pdf) (last accessed Aug. 29, 2022).

28 ⁸² [https://www.nicb.org/news/news-releases/nicb-releases-annual-hot-wheels-](https://www.nicb.org/news/news-releases/nicb-releases-annual-hot-wheels-report-americas-top-ten-most-stolen-vehicles)
[report-americas-top-ten-most-stolen-vehicles](https://www.nicb.org/news/news-releases/nicb-releases-annual-hot-wheels-report-americas-top-ten-most-stolen-vehicles) (last accessed Aug. 29, 2022).

1 2015 Kia Optima in sixth and the 2017 Kia Sportage in ninth; the 2015 Kia Optima
2 was the tenth most stolen vehicle in California; the 2020 Hyundai Elantra was tenth
3 on Connecticut's list; the 2013 Hyundai Sonata was sixth for Delaware, followed
4 by the 2013 Hyundai Elantra; the 2018 Hyundai Elantra and 2011 Hyundai Sonata
5 were seventh and eighth, respectively, for the District of Columbia; the 2017
6 Hyundai Elantra and 2015 Hyundai Sonata were eighth and tenth, respectively, for
7 Maryland; the 2015 Hyundai Sonata, 2018 Hyundai Elantra, and 2015 Kia Optima
8 were named fourth, sixth, and seventh, respectively, for New Mexico; the 2013
9 Hyundai Sonata was ninth for North Carolina; the 2020 Hyundai Elantra and 2011
10 Hyundai Sonata were eighth and tenth, respectively, in Pennsylvania; the 2017
11 Hyundai Tucson was third in Puerto Rico, followed by the 2018 Kia Soul in fourth,
12 the 2019 Hyundai Accent in sixth, the 2019 Kia Rio in seventh, 2020 Kia Sedona in
13 eighth, and the 2019 Kia Forte in tenth; the 2013/2011 Hyundai Sonata was tenth
14 for Rhode Island; the 2013 Hyundai Elantra was tenth in West Virginia; and the
15 2021/2016 Kia Forte was tenth in Vermont.⁸³

16 1367. The 2021 Hot Wheels report for Wisconsin provides a dark picture for
17 Class Vehicle owners and does not bode well for Defendants and Class Members
18 across the rest of the nation when 2022 statistics are released. In Wisconsin,
19 Hyundai and Kia vehicles took the first seven spots for the most stolen vehicles in
20 the state, far exceeding its competitors:

21 1368. The data disclosed in the NCIB's Hot Wheels reports is corroborated
22 in insurance data.

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27 ⁸³ [https://www.nicb.org/news/news-releases/chevrolet-and-ford-full-size-pick-](https://www.nicb.org/news/news-releases/chevrolet-and-ford-full-size-pick-ups-most-stolen-vehicles-second-year-row)
28 [ups-most-stolen-vehicles-second-year-row](https://www.nicb.org/sites/files/2022-07/Hot%20Wheels_Top%2010%20By%20State.pdf) (last accessed Aug. 29, 2022);
[https://www.nicb.org/sites/files/2022-](https://www.nicb.org/sites/files/2022-07/Hot%20Wheels_Top%2010%20By%20State.pdf)
[07/Hot%20Wheels_Top%2010%20By%20State.pdf](https://www.nicb.org/sites/files/2022-07/Hot%20Wheels_Top%2010%20By%20State.pdf) (last accessed Aug. 29, 2022).

1 1369. In September 2022, the HLDI, which collects information on insurance
2 claims, revealed that “2015-2019 Hyundai and Kia models are roughly twice as
3 likely to be stolen as other vehicles of similar age.”⁸⁴

4 1370. The nationwide and statewide data reported in the Hot Wheels reports
5 and the HLDI’s data are also substantiated in the crime statistics reported by cities
6 and municipalities across the country since 2021.

7 1371. In just the first six months of 2021, Hyundai thefts were up more than
8 1,700% year-over-year in Milwaukee, while Kia thefts increased by almost
9 3,200%.⁸⁵

10 1372. In July 2022, St. Louis reported 669 stolen Hyundai and vehicles for
11 the first six as of June 30, 2022, compared to 137 vehicles over same period in
12 2021, an increase of 388%. In the month of July alone, the city reported 78 Hyundai
13 and 68 Kia vehicles as stolen.

14 1373. St. Paul, Minnesota reported that as of June 30, 2022, there were 256
15 thefts involving Kia vehicles, as compared to 18 thefts in the first six months of
16 2021, a staggering 1,300% increase.⁸⁶ And Hyundai thefts increased from 31
17 reports to 212 over the same period, an increase of nearly 600%.

18 1374. St. Petersburg, Florida police reported that 41% of vehicles stolen in
19 approximately the first six months of 2022 were Hyundai and Kia vehicles.⁸⁷ A
20 detective in the police department explained the dramatic percentage of Class
21 Vehicles stolen: “What the thieves are doing is they’re defeating the steering
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23 ⁸⁴ <https://www.cnn.com/2022/09/22/business/hldi-hyundai-kia-theft/index.html>
24 (last accessed April 10, 2023).

25 ⁸⁵ <https://www.kbb.com/car-news/milwaukee-police-report-hyundais-kias-stolen-in-record-numbers/> (last accessed Aug. 26, 2022).

26 ⁸⁶ <https://www.fox9.com/news/minneapolis-woman-had-kias-targeted-three-times-in-six-months> (last accessed Aug. 26, 2022).

27 ⁸⁷ <https://www.abcactionnews.com/news/region-pinellas/st-pete-police-warn-about-troubling-car-theft-trend-targeting-kia-hyundai-cars> (last accessed Aug. 26, 2022).
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1 column, and they're able to override the ignition mechanism, allowing them to steal
2 the vehicle much more easily and without a key or a key fob[.]”⁸⁸ The detective
3 added that the widespread knowledge of the Theft Prone Defect has “trickled its
4 way down south, and it seems that it's like wildfire. It's burning through all the
5 states now[.]”

6 1375. In Columbus, Ohio, a total of 4,013 vehicles had been reported stolen
7 to Columbus police from January through July 2022, of which over 38% were
8 either Kia or Hyundai vehicles.⁸⁹ In comparison, in 2021, before knowledge of the
9 Theft Prone Defect became widespread in Columbus, Hyundai and Kia vehicles
10 accounted for approximately 10% of stolen vehicle in the city.

11 1376. In Cook County, Illinois, 642 Kia and Hyundai vehicles were reported
12 stolen from July 1, 2022, to August 10, 2022, as compared to 74 Kia and Hyundai
13 vehicles stolen over the same period in 2021, an increase of 767%.⁹⁰

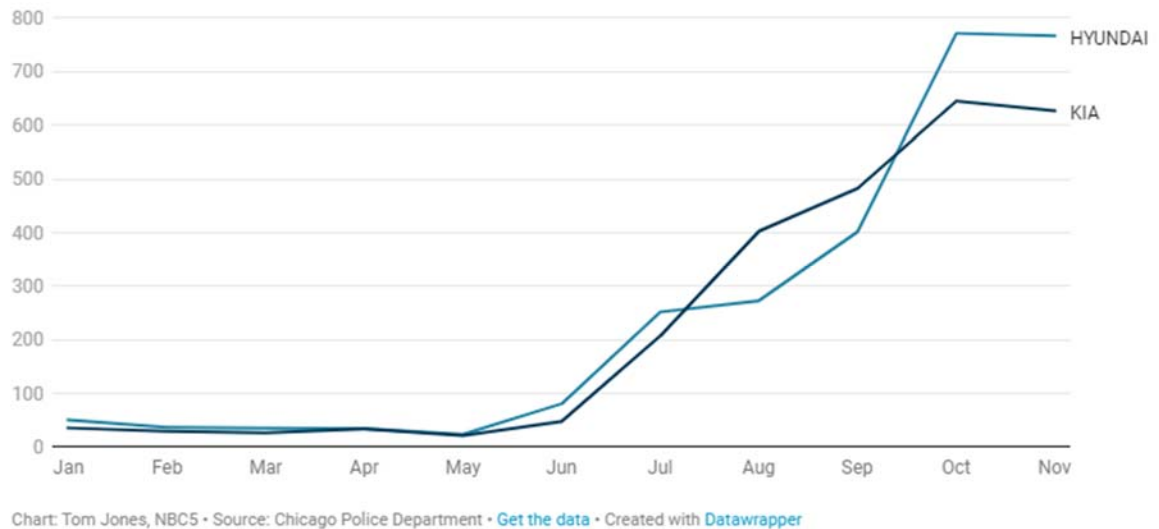
14 1377. The chart below shows monthly totals of both Hyundai and Kia
15 vehicles reported stolen to Chicago Police from January 1, 2022, through
16 November 30, 2022.⁹¹

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24 ⁸⁸ *Id.*

25 ⁸⁹ <https://www.dispatch.com/story/news/2022/07/11/kia-and-hyundai-cars-being-stolen-higher-rates-columbus/7813529001/> (last accessed Aug. 26, 2022).

26 ⁹⁰ <https://www.cbsnews.com/chicago/news/thefts-of-kias-and-hyundais-are-skyrocketing-up-767-this-summer-in-cook-county/> (last accessed Aug. 26, 2022).

27 ⁹¹ <https://www.nbcchicago.com/consumer/safety-advocates-say-hyundai-kias-anti-theft-upgrade-doesnt-go-far-enough/3078577/> (last accessed April 10, 2023).



1378. Seattle reported a year-over-year increase of 720% in Kia thefts for July 2022.⁹² Omaha, Nebraska reported a year-over-year increase of 80% in Class Vehicle thefts in 2022.⁹³

1379. And the rate of Class Vehicle thefts shows no signs of falling in 2023. For example, Buffalo, New York reported 350 thefts involving Hyundai and Kia vehicles in the first two months of 2023, which is an increase of over 87% compared to all of 2022.⁹⁴

1380. The amount of any given vehicle model on the road will impact the frequency of vehicle thefts for that model. But in the case of Hyundai and Kia vehicles, which make up a relatively small percentage of vehicles in the United

⁹² <https://spdblotter.seattle.gov/2022/08/15/warning-to-kia-drivers-recent-spike-in-thefts-may-be-tied-to-tiktok-videos/> (last accessed Aug. 26, 2022).

⁹³ https://omaha.com/news/local/crime-and-courts/omaha-police-link-increase-of-kia-hyundai-thefts-to-social-media-trend/article_1390835a-0eb3-11ed-94f0-47493c6cff0e.html#:~:text=Omaha%20police%20have%20seen%20an%20increase%20in%20the,young%20thieves%20driving%20stolen%20vehicles%2C%20police%20said%20Thursday (last accessed Aug. 26, 2022).

⁹⁴ <https://www.wgrz.com/article/news/crime/kia-hyundai-theft-victims-speak-out-stolen-car-numbers-soar/71-1d399638-a5cf-44d9-a230-379e76810f96> (last accessed April 10, 2023).

1 States—approximately 10%,⁹⁵ “the theft rates are far out of proportion to their
2 numbers on the road.”⁹⁶

3 1381. In April 2022, it was reported that approximately 33% of all stolen
4 vehicles in Denver are Hyundai or Kia branded.⁹⁷

5 1382. In November 2022, Hyundai and Kia thefts accounted for 59% of all
6 Chicago motor vehicle thefts.⁹⁸

7 1383. From January to June 2021, 66% of all vehicles stolen in the
8 Milwaukee were manufactured and sold by Defendants.⁹⁹

9 1384. The Washington D.C. Metropolitan Police Department reported that
10 Hyundai and Kia vehicles accounted for 44% of all car thefts (176 thefts out of a
11 total of 393) in just the first three weeks of January 2023.¹⁰⁰

12 1385. On information and belief, Defendants monitored Class Vehicle theft
13 rates, including the Hot Wheels reports and the underlying NCIC data.

14 1386. On information and belief, Defendants collected and analyzed its own
15 data sets of theft rates for the Class Vehicles. For instance, Hyundai cited the theft
16 rate for the Azera model line in its 2009 PMR petition for its VI vehicle line. *See* 75
17 Fed. Reg. 6,253 (Feb. 8, 2010).

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20 ⁹⁵ <https://www.coxautoinc.com/market-insights/cox-automotive-analysis-hyundai-motors-q4-2022-u-s-market-performance/#:~:text=Hyundai%2C%20Kia%20Push%20Hyundai%20Motor%20Market%20Share%20to%2010.7%25&text=The%20Hyundai%20brand%20rose%20to,with%204.4%25%20a%20year%20ago>. (last accessed March 22, 2023).

23 ⁹⁶ <https://www.cnn.com/2022/09/22/business/hldi-hyundai-kia-theft/index.html>

24 ⁹⁷ <https://www.imfromdenver.com/why-are-denver-thieves-going-after-hyundais-and-kias/> (last accessed March 22, 2023).

25 ⁹⁸ <https://www.nbcchicago.com/consumer/safety-advocates-say-hyundai-kias-anti-theft-upgrade-doesnt-go-far-enough/3078577/> (last accessed March 22, 2023).

26 ⁹⁹ <https://www.wsj.com/articles/too-easy-to-steal-in-milwaukee-car-theft-kia-hyundai-city-council-11642720288> (last accessed Aug. 26, 2022).

27 ¹⁰⁰ https://illinoisattorneygeneral.gov/pressroom/2023_03/AG_Letter_to_Hyundia_and_Kia_final.pdf (last accessed March 22, 2023).

1 1387. On information and belief, Defendants conducted investigations into
2 the Class Vehicle thefts, which would have shown that the thefts were primarily
3 conducted in a similar manner.

4 **4. Defendants knew about the Theft Prone Defect from customer**
5 **complaints, dealership records, warranty claims, and replacement**
6 **parts orders.**

7 1388. After the first Class Vehicle was sold and stolen, Defendants were
8 made aware of the Theft Prone Defect through customer complaints concerning
9 Vehicle thefts, as well as dealership records, warranty claims, and replacement part
10 orders related to repairs necessary to restore these damaged vehicles.

11 1389. On information and belief, KA's and HMA's customer relations
12 divisions regularly receive and respond directly to customer calls and letters
13 concerning product defects and vehicle thefts.

14 1390. On information and belief, customers explained to KA's and HMA's
15 customer relations divisions how their Class Vehicles were stolen and/or damaged.
16 Namely, windows were broken, without an alarm sounding, which allowed the thief
17 to enter the car. Once inside, the thief would remove the plastic collar around the
18 steering column, pop out the ignition lock and turn the ignition switch.

19 1391. On information and belief, HMA and KA provide information relating
20 to customer calls and letters to HMC and KA.

21 1392. On information and belief, HMA and KA's customer relations
22 departments, which interact with authorized service technicians in order to identify
23 potentially widespread vehicle problems and assist in the diagnosis of vehicle
24 issues, have received numerous reports of the Theft Prone Defect, including the
25 design and/or manufacturing flaws related to the windows, steering column casing,
26 ignition cylinder and switch, and lack of engine immobilizer in Class Vehicles.
27 Customer relations also collects and analyzes field data including, but not limited
28 to, repair requests made at dealerships and service centers, technical reports

1 prepared by engineers that have reviewed vehicles for which warranty coverage is
2 requested, parts sales reports, and warranty claims data.

3 1393. Defendants' warranty departments similarly review and analyze
4 warranty data submitted by their dealerships and authorized technicians in order to
5 identify defect trends in their vehicles. Defendants dictate that when a repair is
6 made under warranty (or warranty coverage is requested), service centers must
7 provide Defendants with detailed documentation of the problem and the fix that
8 describes the complaint, cause, and correction, and also save the broken part in case
9 Defendants later determine to audit the dealership or otherwise verify the warranty
10 repair. For their part, service centers are meticulous about providing this detailed
11 information about in-warranty repairs to Defendants because Defendants will not
12 pay the service centers for the repair if the complaint, cause, and correction are not
13 sufficiently described.

14 1394. The rise in thefts would also be shown in Defendants' customer
15 complaints—both directly and as relayed through their dealers—and replacement
16 part orders for repairs, including windows, steering columns, ignition cylinders and
17 switches, and engine immobilizers.

18 1395. Upon information and belief, each Defendant knew or should have
19 known about the Theft Prone Defect because of the high number of replacement
20 parts likely ordered from Defendants. All HMA and KA service centers are
21 required to order replacement parts, including windows, steering columns, ignition
22 cylinders and switches, and engine immobilizers directly from HMA, HMC, KA, or
23 KC. Other independent vehicle repair shops that service Class Vehicles also order
24 replacement parts directly from Defendants. Defendants routinely monitor part
25 sales reports and are responsible for shipping parts requested by dealerships and
26 technicians. Thus, Defendants all have detailed, accurate, and real-time data
27 regarding the number and frequency of replacement part orders. The increase in
28 orders of auto-parts necessary to fix damage caused by vehicle thefts of the Class

1 Vehicles was known to all Defendants and should have alerted them to the scope
2 and severity of the Theft Prone Defect.

3 1396. HMC states that it thoroughly reviews customer complaints as part of
4 its Product Quality Management systems.¹⁰¹

5 **Quality Mindset Campaign** Hyundai is carrying out the
6 “Quality Mindset Campaign” with the purpose of
7 spreading a quality culture throughout its entire car
8 development, production and sales processes, while its
9 employees internalize the quality first mindset. *The*
10 *campaign serves as an opportunity for the company to*
11 *listen directly to voice of customers (VOCs) on quality*
12 *issues through various initiatives...* Based on the VOC,
Hyundai is conducting the New Vehicle Quality
Assurance Program, among others, as a way to deliver
products of perfect quality to its customers. We will
continue to promote various quality improvement
activities by promoting close communication with
customers and their active participation.

13

14 **Quality Assurance and Management** Hyundai strives to
15 enhance its quality assurance and management for the
16 safety and protection of customers after product sales as
17 well as quality management from vehicle development to
18 production, thereby ensuring safety of customers and
19 happiness of their families. In addition, *we take quality*
improvement measures aimed at boosting customer
satisfaction by identifying customers’ specific
complaints, while continuously reinforcing
maintainability by evaluating the consistency of
maintenance services and improving diagnosis methods,
among others.

20 1397. Further, as part of a 2014 Consent Decree entered into by HMA and
21 HATCI with NHTSA, HMA “commit[ed] and agree[ed] to ... [make] corporate
22 organizational and process improvements” including the creation of a U.S.
23 Technical Committee to review and make decisions regarding potential safety
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27 ¹⁰¹ [https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf)
28 [sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/sustainability/about-sustainability/hmc-2022-sustainability-report-social-en.pdf)
(last accessed Aug. 26, 2022).

1 recalls. The head of the U.S. Technical Committee was also granted “direct access
2 to the board of directors and the Chief Executive Officer (‘CEO’) of [HMA].”¹⁰²

3 1398. On information and belief, the customer relations and warranty
4 divisions of Defendants interact with one another and discuss potential issues in
5 Hyundai and Kia vehicles which share components and designs.

6 1399. On information and belief, the engineering offices, safety offices, and
7 safety investigators of Defendants interact with one another and discuss potential
8 issues in Hyundai and Kia vehicles which share components and designs.

9 1400. Through these sources, Defendants were made aware of the Theft
10 Prone Defect and had knowledge of its potential danger.

11 **G. The Theft Prone Defect Has Caused Plaintiffs And Class Members To**
12 **Suffer A Multitude Of Harms**

13 **1. Precisely as NHTSA warned over fifty years ago, the Theft Prone**
14 **Defect creates a substantial safety risks.**

15 1401. The safety risks created by the Theft Prone Defect could not be more
16 serious. In fact, there have already been reports of fatalities involving Class
17 Vehicles taken for joy rides, including the death of a 70-year-old bystander.¹⁰³ In
18 another incident, a 16-year-old boy was killed after the Class Vehicle he stole was
19 involved in a head-on crash following a police chase.¹⁰⁴ Of his two 12-year-old
20 passengers, one was in critical condition when taken to a hospital; the other
21 suffered two broken legs.

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25 ¹⁰² <https://www.nhtsa.gov/sites/nhtsa.gov/files/2021-11/TQ14-002-Hyundai-Consent-Order-8-7-2014-tag.pdf> (last accessed Aug. 26, 2022).

26 ¹⁰³ <https://www.fox9.com/news/minneapolis-woman-had-kias-targeted-three-times-in-six-months> (last accessed Aug. 26, 2022).

27 ¹⁰⁴ <https://www.wisn.com/article/teen-car-theft-suspect-killed-in-head-on-crash-5-others-injured/36741640> (last accessed Aug. 26, 2022).

1 1402. A police commander in Columbus, Ohio noted that, in addition to
2 bystanders, police officers “are being put at risk to chase these cars down and stop
3 this from happening[.]”¹⁰⁵

4 1403. A coalition of 22 attorneys general noted in a letter to HMA and KA,
5 dated March 20, 2023, that Class Vehicle “thefts often result in more than simple
6 property crimes.”¹⁰⁶ The letter cited several incidents that resulted in fatal injuries,
7 including an incident where “four teens were killed after the stolen Kia they were
8 riding in crashed into an embankment at high speed.”

9 1404. The attorneys general also warned that stolen Class Vehicles have
10 been used to “smash through the walls of business in order to rob them.”¹⁰⁷
11 Moreover, given the ease in which a criminal can anonymously steal a Class
12 Vehicle they are frequently used in connection with “robberies, shootings, and
13 homicides.”¹⁰⁸

14 1405. As just one example, a group of eight thieves in Michigan, stole a Kia
15 SUV and crashed it into the exterior wall of a gun store.¹⁰⁹ The thieves exited the
16 vehicle and went through the store strategically picking out 50 of the “good” and
17 “expensive” weapons. In an interview with the media after the incident, the owner
18 of the store was at a loss for words when discussing the seriousness of the incident:
19 “It hurts, it truly does hurt because whatever they do with the guns, we don’t know
20 what they’re going to do, where they’re going to do it at. It’s just terrible.”
21

22 ¹⁰⁵ <https://www.dispatch.com/story/news/2022/07/11/kia-and-hyundai-cars-being-stolen-higher-rates-columbus/7813529001/> (last accessed Aug. 26, 2022).

23 ¹⁰⁶ https://illinoisattorneygeneral.gov/pressroom/2023_03/AG_Letter_to_Hyundia_and_Kia_final.pdf (last accessed March 22, 2023).

24 ¹⁰⁷ https://illinoisattorneygeneral.gov/pressroom/2023_03/AG_Letter_to_Hyundia_and_Kia_final.pdf (last accessed March 22, 2023).

25 ¹⁰⁸ https://illinoisattorneygeneral.gov/pressroom/2023_03/AG_Letter_to_Hyundia_and_Kia_final.pdf (last accessed March 22, 2023).

26 ¹⁰⁹ <https://www.fox2detroit.com/news/thieves-crash-stolen-kia-through-westland-gun-store-steal-50-firearms> (last accessed March 22, 2023).

1 1406. Police in St. Louis reported that in 2022, two thieves stole Class
2 Vehicles (one a Hyundai, the other a Kia).¹¹⁰ The thieves entered a busy
3 intersection when they began to have a shootout, leaving a teenager with gunshot
4 wound.

5 1407. The epidemic of Class Vehicles has created a sense of lawlessness in
6 many cities. A woman in St. Louis County was charged with murder after she
7 tracked down her stolen Hyundai and killed two men.¹¹¹

8 **2. Stolen Class Vehicles sustain thousands of dollars in damages.**

9 1408. When thieves—particularly, amateur teenagers—steal Class Vehicles,
10 they typically cause thousands of dollars in damage to the vehicle before
11 abandoning them. If a Class Member is lucky enough to recover their vehicle, the
12 first thing that must be done is repair the window and steering column, which can
13 exceed \$3,000.¹¹² But that is not the only expense a Class Vehicle owner incurs
14 after their vehicle is stolen. Because the vehicles are typically stolen by amateurs
15 going on reckless joyrides, damage expenses frequently exceed \$10,000.

16 1409. A Class Member reported to NHTSA that his 2017 Hyundai Tucson
17 was stolen for a joyride and sustained serious damage when “it was crashed into
18 another vehicle during the thieves joyride before they ultimately jumped out the car
19 and abandoned it in an intersection.”¹¹³ The owner reported that the incident put his
20 “livelihood... in jeopardy” and that “there is no way [he] would have purchased this
21 vehicle knowing that the car was missing a major safety and anti-theft component.”
22

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24 ¹¹⁰ <https://www.nytimes.com/2023/03/10/us/car-thefts-kia-challenge-tiktok.html>
(last accessed March 22, 2023).

25 ¹¹¹ <https://www.nytimes.com/2023/03/10/us/car-thefts-kia-challenge-tiktok.html>
(last accessed March 22, 2023).

26 ¹¹² See <https://www.jsonline.com/story/news/solutions/2021/02/03/motor-vehicle-thefts-up-152-milwaukee-so-far-2021/4266701001/> (last accessed March
27 22, 2023).

28 ¹¹³ NHTSA ID Number: 11494936.

1 1410. A lieutenant with the San Antonio Police Department, noted that its
2 rate that Class Vehicles are recovered “in good condition...[t]hey are [usually] torn
3 up, ripped up, marked on, painted on.”¹¹⁴

4 1411. According to statistics collected in connection with the FBI’s Uniform
5 Crime Reporting (UCR) Program for 2019, stolen vehicles suffer an average of
6 \$8,886.¹¹⁵ But this statistic likely understates the damage found in Class Vehicles,
7 because unlike many professional thieves that seek to sell stolen vehicles for the
8 highest price, the Class Vehicles are stolen for joyrides, with little regard for their
9 final condition.

10 1412. Darrell Russell, the director of operations for the NCIB, noted that the
11 way in which thieves take advantage of the Theft Prone Defect to steal Class
12 Vehicles tends to cause excessive damage and is indicative of amateur thieves:
13 “When you forcibly break the ignition, you’re causing so much damage that it’s not
14 easy to re-VIN and resell the vehicle on the open market[.]”

15 1413. Plaintiffs’ personal experiences highlight the significant cost to repair
16 stolen Class Vehicles.

17 1414. Yet even after Class Members pay thousands of dollars to repair their
18 vehicles, the vehicles are no more protected from the Theft Prone Defect than they
19 were prior to being stolen. That is because the repair shops only replace the
20 damaged components (e.g., windows and steering columns), they do not install
21 immobilizers. Consequently, repair shops note that they frequently have the same
22 vehicles brought into their shops due to the Theft Prone Defect within months of
23 repair jobs.

24 1415. One Class Vehicle owner bemoaned that her vehicle was stolen three
25 times in 2022 alone: “We would joke that lightning would not strike three times,

26 ¹¹⁴ <https://www.nytimes.com/2023/03/10/us/car-thefts-kia-challenge-tiktok.html>
27 (last accessed April 10, 2023).

28 ¹¹⁵ [https://ucr.fbi.gov/crime-in-the-u.s/2019/crime-in-the-u.s.-2019/topic-pages/
motor-vehicle-theft](https://ucr.fbi.gov/crime-in-the-u.s/2019/crime-in-the-u.s.-2019/topic-pages/motor-vehicle-theft) (last accessed April 10, 2023).

1 but I just feel super unlucky ... It actually spent like more than 30 days in repairs
2 because 56, the shop that I went to, had so many stolen KIAs that they couldn't get
3 parts in time to fix mine.”¹¹⁶

4 1416. This Class Member's complaint was echoed by a Wisconsin mechanic
5 who noted that due to the quantity and frequency in which Class Vehicles are
6 stolen, the parts necessary to repair the vehicles are “are all on backorder so it's
7 [sic] might take a few weeks” to complete a repair job that otherwise would take a
8 couple of days.¹¹⁷ Another mechanic noted that he too was having difficulty
9 acquiring the parts needed to repair Class Vehicles, as there is a national backorder
10 of up to eight weeks in some cases.¹¹⁸

11 1417. On information and belief, authorized HMA and KA dealerships also
12 suffer from backorders and are unable to repair stolen Class Vehicles in a timely
13 manner.

14 1418. Moreover, approximately 31% of drivers do not have any theft
15 coverage for their vehicles.¹¹⁹ If these drivers are lucky enough to recover their
16 stolen Class Vehicle, they are left with thousands of dollars in unreimbursed
17 expenses.

18 1419. Insured owners and lessees of Class Vehicles do not come off
19 unharmed when their vehicle is stolen either. The average deductible for insurance
20 policies in the United States is \$500.¹²⁰ For example, when Plaintiffs Ian Michael

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22 ¹¹⁶ <https://www.fox35orlando.com/news/kia-hyundai-car-thefts-florida-police-seeing-increase-in-vehicle-thefts-of-older-models> (last accessed Aug. 26, 2022).

23 ¹¹⁷ <https://www.wisn.com/article/critics-question-design-of-kia-hyundai-vehicles-in-massive-theft-spike/36828234> (last accessed March 22, 2023).

24 ¹¹⁸ <https://www.jsonline.com/story/news/solutions/2021/02/03/motor-vehicle-thefts-up-152-milwaukee-so-far-2021/4266701001/> (last accessed Aug. 26, 2022).

25 ¹¹⁹ See <https://www.iii.org/fact-statistic/facts-statistics-uninsured-motorists>; (last
26 accessed March 20, 2023); <https://www.iii.org/fact-statistic/facts-statistics-auto-insurance> (last
27 accessed March 20, 2023).

28 ¹²⁰ See <https://www.caranddriver.com/car-insurance/a35824412/average-car-insurance-deductible/> (last accessed March 22, 2023).

1 Scott, Miyoshi Morrow, and Mary Kathryn Morrison had their vehicles stolen they
2 were forced to pay \$1,500, \$1,000, and \$1,000, respectively, in policy deductibles.

3 1420. On information and belief, Class Members have paid tens of millions
4 of dollars in deductibles as a direct result of the Theft Prone Defect.

5 1421. Finally, not all Class Members are lucky enough to recover their
6 vehicles after they are stolen as a result of the Theft Prone Defect.

7 1422. On average, approximately 40% of stolen vehicles are never recovered
8 in the United States.¹²¹

9 1423. These Class Members suffer the complete loss of value of their Class
10 Vehicles, which can be tens of thousands of dollars. In total, Plaintiffs estimate that
11 Class Members suffered hundreds of millions of dollars in losses relating to
12 uninsured stolen Class Vehicles that were never recovered.

13 **3. Class Members suffer damages beyond those to vehicles**
14 **themselves.**

15 1424. Class Members suffer substantial damages beyond damage to the
16 stolen vehicles themselves.

17 1425. *First*, personal property stored within the locked Class Vehicles is
18 rarely found after the vehicles are stolen. Class Members have reported thousands
19 of dollars in such losses, including stolen iPads, laptops, and other expensive
20 electronics.

21 1426. *Second*, even if the Class Vehicle is recovered, owners will typically
22 go weeks or months before they get back their vehicle in an operable condition.
23 During this time, owners incur hundreds and thousands of dollars in expenses
24 related to rental cars, taxis, and alternative modes of transportation to replace their
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27 ¹²¹ [https://www.nicb.org/news/blog/fbi-releases-new-auto-theft-numbers-nearly-](https://www.nicb.org/news/blog/fbi-releases-new-auto-theft-numbers-nearly-750000-motor-vehicles-stolen-2018)
28 [750000-motor-vehicles-stolen-2018](https://www.nicb.org/news/blog/fbi-releases-new-auto-theft-numbers-nearly-750000-motor-vehicles-stolen-2018) (according to the FBI's 2018 Uniform Crime Report Data, the recovery rate for stolen motor vehicles in 2018 came in at 59.3 percent) (last accessed March 20, 2023).

1 Class Vehicles. Indeed, this category of damages is made worse by the nationwide
2 backorder of the components necessary to repair the stolen vehicles.

3 1427. For example, on August 2, 2022, the owner of a 2019 Hyundai Tucson
4 “locked and parked [the vehicle] in a secure location,” only to come back and find
5 out that “someone broke the window, opened the steering column and was able to
6 start the car with simply a USB.”¹²² After recovering the vehicle, the owner
7 reported that it has “been in the shop for 50 days attempting to repair the damage
8 done by the thieves.” The owner noted that the incident has caused significant and
9 various forms of damages, including “tons of money in deductibles, transportation
10 fees, [and] rental coverage.”

11 1428. Another owner complained on *Reddit* that their 2019 Hyundai was
12 stolen and consequently they needed to pay out of pocket for a rental vehicle, but
13 “still no word on when the parts going to be in.”¹²³

14 1429. *Third*, Class Members are incurring hundreds of dollars in expenses
15 attempting to alleviate the risks caused by the Theft Prone Defect. For example,
16 Class Members have paid for steering wheel locks, aftermarket alarm systems,
17 ignition kill switches, and third party (*i.e.*, less secure) “push to start” features, in
18 the hope of deterring the thieves.¹²⁴ Some Class Members have opted to pay HMA
19 over \$500 to install third party “security kits.”¹²⁵ Others have gone as far as to
20 remove the Hyundai and Kia decals from their vehicles and install other logos in
21 their places.¹²⁶

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23 ¹²² NHTSA ID Number: 11485277.

24 ¹²³ https://www.reddit.com/r/Hyundai/comments/11s6e3x/can_i_join_the_class_action_theft_lawsuit_and_if/ (last accessed March 22, 2023).

25 ¹²⁴ <https://www.motortrend.com/how-to/jdi-distributors-inc-ghost-key-anti-theft-conversion-kit-review/> (last accessed March 22, 2023).

26 ¹²⁵ <https://www.caranddriver.com/news/a41477937/hyundai-security-kit-easy-to-steal-models/> (last accessed March 22, 2023).

27 ¹²⁶ *See* https://www.reddit.com/r/kia/comments/11he72z/theft_and_kia/ (last
28 accessed March 22, 2023).

1 1430. *Fourth*, Class Members are reporting that months after their Class
2 Vehicles are stolen, they receive in the mail hundreds of dollars' worth of speeding
3 tickets, red light camera violations, and parking tickets incurred by the thieves.¹²⁷

4 **4. The Theft Prone Defect causes insurance premiums to increase**
5 **and the loss of necessary insurance coverage.**

6 1431. Among the most critical factors insurance companies look to when
7 pricing policies is the rate of thefts.¹²⁸ "Cars that are stolen often ... generally have
8 higher rates for comprehensive insurance, the part of an auto policy that pays out
9 when your car is stolen or damaged by something not traffic-related, such as floods,
10 fire and vandalism."¹²⁹

11 1432. Although not all Class Vehicles are protected with theft coverage,
12 most are. As a result, hundreds of thousands of additional claims were being made
13 to insurance companies as a result of the Theft Prone Defect. For instance, in 2021,
14 theft claims for Hyundai and Kia vehicles jumped by more than 3,000% in dollar
15 terms over 2019.¹³⁰

16 1433. The increase in theft coverage payouts began to affect insurance
17 companies, which in turn causes Class Members' premiums to increase.

18 1434. In January 2023, Class Members reported that their annual insurance
19 premiums increased dramatically. For example, American Family Insurance quoted
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22 ¹²⁷ See https://www.reddit.com/r/Hyundai/comments/11vlp0/cleveland_woman_devastated_after_new_antitheft/ (last accessed March 22, 2023).

23 ¹²⁸ See https://www.nerdwallet.com/article/insurance/how-much-is-car-insurance?trk_channel=web&trk_copy=Average%20Cost%20of%20Car%20Insurance%20for%20March%202023&trk_element=hyperlink&trk_elementPosition=1&trk_location=PostList&trk_subLocation=image-list (last accessed April 10, 2023).

25 ¹²⁹ See https://www.nerdwallet.com/article/insurance/how-much-is-car-insurance?trk_channel=web&trk_copy=Average%20Cost%20of%20Car%20Insurance%20for%20March%202023&trk_element=hyperlink&trk_elementPosition=1&trk_location=PostList&trk_subLocation=image-list (last accessed March 22, 2023).

27 ¹³⁰ See <https://www.cnn.com/2022/09/22/business/hldi-hyundai-kia-theft/index.html> (last accessed March 22, 2023).

1 a Class Member an annual rate increase of \$300.¹³¹ In 2023, a Class Member
2 complained on *Reddit* that State Farm raised their premiums by \$25 a month and
3 another Class Member responded that Liberty Mutual raised their premiums by
4 over \$60 a month.¹³²

5 1435. Similarly, Plaintiff Herbert Taylor sought to renew his policy and was
6 quoted \$214 per month, an increase of \$54 per month.

7 1436. The rate increases Class Members face defy the normal functioning of
8 insurance markets, where premiums typically decrease with the age and
9 corresponding value of a vehicle.¹³³

10 1437. By January 2023, two of the largest insurance companies in the United
11 States, State Farm and Progressive, ceased offering insurance coverage for certain
12 Class Vehicles.

13 1438. Commenting on the outsized risk of theft for Class Vehicles,
14 Progressive spokesman, Jeff Sibel, noted that the insurer would increase premiums
15 and ceased issuing policies in certain circumstances:

16 During the past year we've seen theft rates for certain
17 Hyundai and Kia vehicles more than triple and in some
18 markets these vehicles are almost 20 times more likely to
19 be stolen than other vehicles... ***Given that we price our
20 policies based on the level of risk they represent, this
21 explosive increase in thefts in many cases makes these
22 vehicles extremely challenging for us to insure.*** In
23 response, in some geographic areas we have increased our
24 rates and limited our sale of new insurance policies on
25 some of these models.¹³⁴

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¹³¹ <https://www.autoblog.com/2023/01/30/insurance-companies-refusing-policies-hyundai-kia-models-thefts/> (last accessed March 22, 2023).

¹³² https://www.reddit.com/r/Hyundai/comments/11dloyo/insurance_refuses_to_insure_new_hyundai/ (last accessed March 22, 2023).

¹³³ See <https://www.motorbiscuit.com/hyundai-kia-owners-denied-insurance-coverage-theft-exploit/> (last accessed March 22, 2023).

¹³⁴ <https://www.cnn.com/2023/01/27/business/progressive-state-farm-hyundai-kia/index.html> (last accessed March 22, 2023).

1 1439. Similarly, State Farm noted that it “has temporarily stopped writing
2 new business in some states for certain model years and trim levels of Hyundai and
3 Kia vehicles because theft losses for these vehicles have increased
4 dramatically[.]”¹³⁵ State Farm acknowledged that “[t]his is a serious problem
5 impacting our customers and the entire auto insurance industry,” but did not reverse
6 its decision.

7 1440. A representative for the Insurance Information Institute noted that it
8 was very unusual for auto insurers to simply stop writing new policies on a given
9 make or model of vehicle because insurance companies seek to expand their market
10 share, not intentionally constrain growth.¹³⁶

11 1441. As early as June 21, 2022, a Class Member filed a NHTSA complaint
12 stating that their insurance company denied renewal of their policy due to the
13 vehicle being stolen and vandalized once and “almost stolen a second time.”¹³⁷

14 1442. In February 2023, the owner of a 2020 Hyundai Elantra reported that
15 they “tried getting insurance through All state, Liberty, Progressive, Geico and
16 Pemco. All have said they are not insuring my type of car because of the auto
17 thefts.”¹³⁸

18 1443. Making matters worse, insurance coverage is required in some states to
19 own and operate a vehicle. Accordingly, some Class Members are unable to enjoy
20 the benefit of their bargain when purchasing or leasing a Class Vehicle—namely, as
21 safe and reliable motor vehicle—as a result of the Theft Prone Defect, without
22 violating state law.

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24 ¹³⁵ [https://www.cnn.com/2023/01/27/business/progressive-state-farm-hyundai-](https://www.cnn.com/2023/01/27/business/progressive-state-farm-hyundai-kia/index.html)
25 [kia/index.html](https://www.cnn.com/2023/01/27/business/progressive-state-farm-hyundai-kia/index.html) (last accessed March 22, 2023).

26 ¹³⁶ [https://www.cnn.com/2023/01/27/business/progressive-state-farm-hyundai-](https://www.cnn.com/2023/01/27/business/progressive-state-farm-hyundai-kia/index.html)
27 [kia/index.html](https://www.cnn.com/2023/01/27/business/progressive-state-farm-hyundai-kia/index.html) (last accessed March 22, 2023).

28 ¹³⁷ NHTSA ID Number: 11470313.

¹³⁸ [https://www.reddit.com/r/Hyundai/comments/11dloyo/insurance_refuses_to](https://www.reddit.com/r/Hyundai/comments/11dloyo/insurance_refuses_to_insure_new_hyundai/)
_insure_new_hyundai/ (last accessed March 22, 2023).

1 1444. Insurance agreements are commonly issued for 6-month terms, so it is
2 inevitable that an increasing number of Class Members will suffer from increased
3 premiums or the failure to obtain insurance coverage for their vehicles over the
4 coming months as old policies expire and have to be renewed.¹³⁹

5 **5. The Class Vehicles’ resale values are diminished as a result of the**
6 **Theft Prone Defect.**

7 1445. Plaintiffs and members of the Class purchased or leased Class
8 Vehicles unaware of the Theft Prone Defect, and thus suffered other damages
9 related to their purchase or lease of the Class Vehicles in the form of diminished
10 market value, and loss of the benefit of their bargain as a direct result of
11 Defendants’ misrepresentations and omissions regarding the Class Vehicles’
12 characteristics and the existence of the Theft Prone Defect.

13 1446. No reasonable consumer, including Plaintiffs, would purchase or lease
14 as vehicle, for tens of thousands of dollars, that has an outsized, unmitigated risk of
15 theft, or they would have paid less for their vehicles. Indeed, the diminution in
16 value is even greater now that Class Vehicles are becoming uninsurable, and
17 therefore unfit for their ordinary use.

18 1447. A certified auto appraiser and insurance expert based in Houston noted
19 the obvious in September 2022, stating that “[y]ou’re going to be in for a loss of
20 market value due to these vehicles constantly being stolen.”¹⁴⁰

21 1448. The loss of value for Class Vehicles as the result of the Theft Prone
22 Defect has been noted by others too. For example, *Nerdwallet* highlighted that even
23 Class Members whose Vehicles have not been stolen suffer as a result of the Theft
24 Prone Defect, “including pricier insurance and reduced resale value on a vehicle
25

26 ¹³⁹ See <https://money.com/car-insurance-kia-hyundai-thefts/> (last accessed
27 March 22, 2023).

28 ¹⁴⁰ <https://www.ksdk.com/article/news/local/hyundai-kia-thefts-hit-insurance-appraisal-industry/63-24673a34-d557-452c-9fce-f10d6ce94c02> (last accessed
March 22, 2023).

1 that's known to be easily stolen.”¹⁴¹ The article quotes Christine Hines, legislative
2 director with the National Association of Consumer Advocates, who warned that
3 resale values for Class Vehicles will be impacted due to widespread knowledge of
4 the Theft Prone Defect, stating “[i]t’s not going to be worth what it should be worth
5 if they want to sell it, and that’s not fair.”

6 1449. Notably, the diminution in value is even greater in Class Vehicles that
7 have been stolen and suffered significant damages. On average a vehicle that has
8 been in an accident loses \$500 to \$2,100 of its value.¹⁴²

9 **H. Defendants Have Failed To Adequately Remedy The Theft Prone Defect**
10 **In All Class Vehicles**

11 1450. Defendants have denied warranty coverage for the Theft Prone Defect,
12 have failed to inform Plaintiffs Class Members that their vehicles contain the Theft
13 Prone Defect, and have refused to reimburse Plaintiffs and Class Members for their
14 losses incurred as a result of the Theft Prone Defect. Furthermore, Class Members
15 who presented their Class Vehicles to HMA and KA dealerships because of issues
16 related to the Theft Prone Defect were denied warranty repairs and, instead, were
17 informed that their vehicles did not contain any defective components.

18 1451. Defendants have identified a third-party component that could be
19 installed in the Class Vehicles that “‘targets the method of entry thieves are using to
20 access these vehicles’ and disables the starter if the alarm is triggered.”¹⁴³ But
21 Defendants are not repairing Class Vehicles by installing this device. As one Class
22 Member noted in a complaint filed with NHTSA: “Hyundai’s alarm is defective
23 which is causing theft, and car jackings. This too is a known safety issue and
24

25 ¹⁴¹ <https://www.nerdwallet.com/article/insurance/kia-hyundai-theft> (last
26 accessed March 22, 2023).

27 ¹⁴² <https://www.carfax.com/blog/understanding-diminished-car-value-after-an-accident>
(last accessed March 21, 2023).

28 ¹⁴³ <https://www.foxnews.com/auto/hyundai-prevent-cars-stolen> (last accessed
March 21, 2023).

1 nothing is being done unless she pays \$550 for a security feature to be added to the
2 vehicle. This is a problem! Hyundai should pay for this!”¹⁴⁴

3 1452. After news of the Theft Prone Defect became common knowledge and
4 an epidemic of vehicle thefts began to take hold over the country, Defendants
5 announced that going forward, they would install immobilizers in all their vehicles.
6 This change would affect certain 2022 model vehicles and all Hyundai and Kia
7 vehicles from 2023 onward.

8 1453. Defendants’ recent change in design does not provide any relief to the
9 millions of Class Vehicle owners and lessees presently suffering harm as a result of
10 the Theft Prone Defect.

11 1454. In fact, millions of Class Vehicles contain one or more unrelated safety
12 defects that can cause a vehicle to spontaneous erupt in flames when the car is
13 parked. Defendants warn these Class Members that in order to avoid catastrophic
14 fires they must park their vehicles “outside and away from structures until the recall
15 remedy is completed,” which can take months.¹⁴⁵ Class Members are therefore
16 forced to decide whether to park their vehicle outside where it faces a high
17 likelihood of theft or risk parking their vehicle in a secure garage where it can cause
18 their home or office to catch fire.

19 1455. As stated above, in August 2022, Defendants represented that they
20 developed a security kit that purportedly “‘targets the method of entry thieves are
21 using to access these vehicles’ and disables the starter if the alarm is triggered.”¹⁴⁶
22 But Defendants did not offer to install this device free of charge, as they are
23 required to do under their warranties and applicable laws and regulations. Instead,
24 Defendants will be charging Class Members for this device. It was reported that

25 _____
26 ¹⁴⁴ NHTSA ID Number: 11505372.

27 ¹⁴⁵ E.g., <https://static.nhtsa.gov/odi/rc1/2020/RCLRPT-20V543-3047.PDF> (last
28 accessed March 21, 2023).

¹⁴⁶ <https://www.foxnews.com/auto/hyundai-prevent-cars-stolen> (last accessed
March 21, 2023).

1 HMA was charging Class Members \$170 for the security kit and up to \$500 in
2 labor costs.¹⁴⁷

3 1456. On February 14, 2023, HMA and Kia announced that they have
4 designed a software update for *certain Class Vehicles* that requires the key to be in
5 the ignition switch to turn the vehicles on and extends the length of the alarm sound
6 from 30 seconds to one minute.¹⁴⁸

7 1457. According to HMA, the software works as follows:

8 The software upgrade modifies certain vehicle control
9 modules on Hyundai vehicles equipped with standard
10 “turn-key-to-start” ignition systems. As a result, locking
11 the doors with the key fob will set the factory alarm and
12 activate an “ignition kill” feature so the vehicles cannot
be started when subjected to the popularized theft mode.
Customers must use the key fob to unlock their vehicles
to deactivate the “ignition kill” feature.¹⁴⁹

13 1458. But the software update is far from the panacea for the Theft Prone
14 Defect that Defendants tout it as because it does not apply to all Class Vehicles. On
15 information and belief, millions of Class Vehicles are ineligible for the software
16 update.

17 **I. Fraudulent Omission/Concealment Allegations**

18 1459. Absent discovery, Plaintiffs are unaware of, and unable through
19 reasonable investigation to obtain, the true names and identities of those individuals
20 employed by Defendants responsible for making false and misleading statements
21 regarding the Class Vehicles. Defendants necessarily are in possession of all of this
22 information. Plaintiffs’ claims arise out of Defendants’ fraudulent
23 omission/concealment of the Theft Prone Defect, as well as their representations
24 about the quality, reliability, and safety of the Class Vehicles.

25 ¹⁴⁷ <https://www.caranddriver.com/news/a41477937/hyundai-security-kit-easy-to-steal-models/> (last accessed March 21, 2023).

26 ¹⁴⁸ See <https://www.nhtsa.gov/press-releases/hyundai-kia-campaign-prevent-vehicle-theft> (last accessed March 21, 2023).

27 ¹⁴⁹ <https://www.hyundainews.com/en-us/releases/3768> (last accessed March 21, 2023).

1 1460. Plaintiffs allege that at all relevant times, including specifically at the
2 time they and Class Members purchased their Class Vehicles, Defendants knew, or
3 were reckless in not knowing, of the Theft Prone Defect; Defendants had a duty to
4 disclose the Theft Prone Defect based upon their exclusive knowledge; and
5 Defendants never disclosed the Theft Prone Defect to Plaintiffs or the public at any
6 time or place in any manner prior to 2022.

7 1461. Plaintiffs make the following specific concealment/omission-based
8 allegations with as much specificity as possible absent access to the information
9 necessarily available only to Defendants:

10 1462. **Who:** each Defendant (HMA, HMC, KA, and KC) actively concealed
11 and omitted the Theft Prone Defect from Plaintiffs and Class Members while
12 simultaneously touting the quality, safety, and dependability of the Class Vehicles,
13 as alleged herein. Plaintiffs are unaware of, and therefore unable to identify, the
14 true names and identities of those specific individuals responsible for such
15 decisions.

16 1463. **What:** that the Class Vehicles contain the Theft Prone Defect, as
17 alleged herein. Defendants concealed and omitted the Theft Prone Defect while
18 making representations about the safety, dependability, and other attributes of the
19 Class Vehicles, as alleged herein.

20 1464. **When:** Defendants concealed and omitted material information
21 regarding the Theft Prone Defect at all times while making representations about
22 the quality, safety, and dependability of the Class Vehicles on an ongoing basis, and
23 continuing to this day. Defendants still have not disclosed the truth about the full
24 scope of the Theft Prone Defect in the Class Vehicles. And when consumers
25 brought their vehicles to HMA and KA dealerships or called Defendants' respective
26 customer service and warranty departments complaining of the Theft Prone Defect,
27 Defendants denied an adequate repair for the Theft Prone Defect and warranty
28 coverage.

1 1465. **Where:** Defendants concealed and omitted material information
2 regarding the true nature of the Theft Prone Defect in every communication they
3 had with Plaintiffs and Class Members and made representations about the quality,
4 reliability, and safety of the Class Vehicles. Plaintiffs are aware of no document,
5 communication, or other place or thing, in which Defendant disclosed the truth
6 about the full scope of the Theft Prone Defect in the Class Vehicles prior to 2022.
7 Such information is not adequately disclosed in any sales documents, displays,
8 advertisements, warranties, owner's manuals, or on Defendants' websites. There are
9 channels through which Defendants could have disclosed the Theft Prone Defect,
10 including, but not limited to: (1) point of sale communications; (2) the owner's
11 manual; and/or (3) direct communication to Class Members through means such as
12 state vehicle registry lists and e-mail notifications.

13 1466. **How:** Defendants concealed and omitted the Theft Prone Defect from
14 Plaintiffs and Class Members and made representations about the quality, safety,
15 and dependability of the Class Vehicles. Each Defendant actively concealed and
16 omitted the truth about the existence, scope, and nature of the Theft Prone Defect
17 from Plaintiffs and Class Members at all times, even though they each knew about
18 the Theft Prone Defect and knew that information about the Theft Prone Defect
19 would be important to a reasonable consumer, and Defendants promised in their
20 marketing materials that Class Vehicles have qualities that they do not have.

21 1467. **Why:** Defendants actively concealed and omitted material information
22 about the Theft Prone Defect in the Class Vehicles for the purpose of inducing
23 Plaintiffs and Class Members to purchase and/or lease Class Vehicles, rather than
24 purchasing or leasing competitors' vehicles, and made representations about the
25 quality, safety, and durability of the Class Vehicles. Had Defendants disclosed the
26 truth, for example, in their advertisements or other materials or communications,
27 Plaintiffs and Class Members (all reasonable consumers) would have been aware of
28

1 it, and would not have bought or leased the Class Vehicles or would not have paid
2 as much for them.

3 **J. Privity Exists Between Defendants and Plaintiffs and Class Members**

4 1468. Plaintiffs and Class members purchased and/or leased their respective
5 Class Vehicles from Defendants, through Defendants' authorized dealerships with
6 the understanding that these dealerships were acting on behalf of Defendants, or
7 were otherwise expected to be the eventual purchasers of the Class Vehicles when
8 bought from a third party.

9 1469. The sole and express purpose that each authorized Kia and Hyundai
10 dealership has when it acquires vehicles from Defendants is to immediately re-sell
11 them to the end-users like Plaintiffs and Class members. Defendants' conduct, and
12 the conduct of their respective dealerships, thus created a justifiable belief on the
13 part of Plaintiffs and Class members that the dealerships are agents of Defendants,
14 which the Plaintiffs relied on to their detriment. Thus, each Hyundai and Kia
15 dealership operates as the actual and/or apparent agent of HMA and KMA
16 respectively, which satisfies any privity requirement.

17 1470. Privity further exists between Defendants on the one hand, and the
18 Plaintiffs and Class members on the other by virtue of the express warranties
19 provided through their purchase and/or lease agreements.

20 1471. Defendants also control various details regarding their respective
21 dealerships' operations through various written agreements, such as: (i) granting
22 each dealership a license to use their respective trademarks and intellectual
23 property; (ii) furnishing each dealership with marketing materials to assist in the
24 sale of their vehicles; (iii) providing training to dealership personnel to assist in
25 their sales activities; and (iv) prohibiting their dealerships from engaging in certain
26 practices that otherwise detract from their respective brands or undermine the sale
27 of their respective vehicles, including the Class Vehicles.

28

1 1472. Plaintiffs and the Class members were the intended and direct
2 beneficiaries of agreements between Defendants and their dealerships regarding
3 sales and leases of the Class Vehicles, because, upon information and belief, the
4 agreements expressly were made for the direct benefit of Plaintiffs and Class
5 members as ultimate consumers of the Class Vehicles.

6 1473. Moreover, Defendants' false and misleading representations in
7 marketing materials and brochures for each of the Class Vehicles, were intended for
8 car purchasers and lessees, rather than the dealerships themselves.

9 **V. TOLLING OF STATUTES OF LIMITATIONS**

10 1474. Any applicable statute(s) of limitations have been tolled by HMA's,
11 HMC's, KA's, and KC's knowing and active concealment and denial of the facts
12 alleged herein. Plaintiffs and the members of the Class could not have reasonably
13 discovered the true nature of the Theft Prone Defect because Defendants concealed
14 it. Plaintiffs' claims were thus tolled pursuant to the discovery rule, for fraudulent
15 concealment, and for estoppel.

16 **A. Discovery Rule**

17 1475. The causes of action alleged herein did not accrue until Plaintiffs and
18 Class Members discovered that their Class Vehicles contained the Theft Prone
19 Defect.

20 1476. As alleged above, Class Members had no way of knowing about the
21 Theft Prone Defect in their Class Vehicles. Defendants concealed their knowledge
22 of the Theft Prone Defect while KA and HMA continued to market and sell the
23 Class Vehicles as safe, secure, high-quality, and reliable vehicles. To this day,
24 Defendants failed to disclose the full extent of the Theft Prone Defect and the risks
25 faced by Class Vehicle drivers.

26 1477. Within any applicable statutes of limitation, Class Members could not
27 have discovered through the exercise of reasonable diligence that Defendants were
28

1 concealing the conduct complained of herein and misrepresenting the true qualities
2 of the Class Vehicles.

3 1478. Class Members did not know facts that would have caused a
4 reasonable person to suspect that there was a Theft Prone Defect affecting their
5 vehicle and an ordinary person would be unable to appreciate that the vehicle was
6 defective. Even if a Class Vehicle owner or lessee learns that their vehicle or
7 another's Class Vehicle was stolen, as an ordinary consumer, without sophisticated
8 knowledge of mechanical systems and antitheft devices, would not and could not
9 suspect that the Class Vehicle that was stolen was, in fact, attributable to a
10 pervasive Theft Prone Defect because Defendants withheld this information and
11 pointed to their express warranties, which purport to disclaim liability for these
12 damages.

13 1479. For ordinary consumers, the existence and partial extent of the Theft
14 Prone Defect only came to light after media outlets began to cover the abnormal
15 risk of theft for the Class Vehicles in or around 2021.

16 1480. For these reasons, all applicable statutes of limitation have been tolled
17 by operation of the discovery rule with respect to the claims in this litigation.

18 **B. Fraudulent Concealment**

19 1481. As the manufacturers, distributors, sellers, and/or warrantors of the
20 Class Vehicles, Defendants were under a continuous duty to disclose to Class
21 Members the existence of the Theft Prone Defect found in the Class Vehicles.

22 1482. Defendants were and remain under a continuing duty to disclose to
23 Plaintiffs and the Members of the Class the true character, quality, and nature of the
24 Class Vehicles, that the Theft Prone Defect found in the Class Vehicles will allow
25 unsophisticated thieves—even juveniles—to steal the vehicle in less than two
26 minutes, that they will require costly repairs, pose safety concerns, cause damage to
27 their personal property, and diminish the resale value of the Class Vehicles.
28

1 1483. Instead of publicly disclosing the Theft Prone Defect in the Class
2 Vehicles, Defendants kept owners and lessees in the dark about the Theft Prone
3 Defect present in their vehicles. To this day, Defendants have knowingly or
4 recklessly failed to disclose the full extent of the Theft Prone Defect, including that
5 the Class Vehicles do not comply with FMVSS No. 114, and have failed to offer
6 adequate remedies for the Theft Prone Defect.

7 1484. Class Members were not at fault for failing to discover the existence of
8 the Theft Prone Defect present in their Class Vehicles.

9 1485. Until the Theft Prone Defect was exposed to the public known through
10 a series of media coverage as the epidemic exploded in 2021, Plaintiffs had no
11 actual or presumptive knowledge of facts sufficient to put them on inquiry notice of
12 such a connection. In particular, Class Members did not possess the aggregate data
13 concerning vehicle thefts, which was beginning to cluster in specific areas around
14 the United States, or the technical data related to the design of the Class Vehicles,
15 which has ultimately led to this crisis.

16 1486. This ignorance of the existence of the Theft Prone Defect present in
17 the Class Vehicles is common across each Plaintiff and Class Member.

18 1487. Due to each Defendant's concealment throughout the time period
19 relevant to this action, all applicable statutes of limitation have been tolled.

20 **C. Estoppel**

21 1488. Defendants were, and are, under a continuous duty to disclose to
22 Plaintiffs and Class Members the true character, quality, and nature of the Class
23 Vehicles. Defendants failed to disclose the existence of the Theft Prone Defect and
24 actively concealed the true character, quality, and nature of the Class Vehicles
25 while knowingly making representations about the quality and reliability of the
26 Vehicles. Plaintiffs and Class Members reasonably relied upon each Defendant's
27 knowing and affirmative representations and/or active concealment of these facts.
28

1 Based on the foregoing, each Defendant is estopped from relying on any statutes of
2 limitation in defense of this action.

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

4 1489. California law applies to Plaintiffs' nationwide claims because
5 Plaintiffs' injuries emanate from HMA's and KA's actions in California. Each
6 pertinent decision related to the decision to conceal the Theft Prone Defect from
7 Class Members, including the marketing, commercial distribution, and attempted
8 Theft Prone Defect repairs for the Class Vehicles in the United States, was made
9 from HMA's and KA's California headquarters by their respective executives and
10 employees located in California.

11 1490. On information and belief, HMC and KC conducted an investigation
12 into the Theft Prone Defect and potential remedies in California and their
13 subsidiaries' California headquarters.

14 1491. Defendant HMA is headquartered in Fountain Valley, California and is
15 the sole entity in the United States responsible for distributing, selling, leasing, and
16 warranting Hyundai Class Vehicles.

17 1492. On HMA's website, the company promotes a quote by Brandon
18 Ramirez, Sr., Group Manager of Product Public Relations (who is based in
19 Fountain Valley),¹⁵⁰ which states that "[e]very aspect of a car model, from the
20 initial concept all the way until it launches and even planning the next generation,
21 happens right here in the U.S."¹⁵¹

22 1493. HMA's C-Suite, and employees responsible for HMA's distribution of
23 Class Vehicles, decision to conceal the Theft Prone Defect, HMA's public
24

25 ¹⁵⁰ <https://www.linkedin.com/in/brandon-ramirez-b891265> (last accessed Aug.
26 29, 2022).

27 ¹⁵¹ https://www.hyundaiusa.com/us/en/why-hyundai/made-in-america?adobe_mc=MC MID%3D30603612254771590111736190199937139533%7CMCORGID%3DC3BCE0154FA24300A4C98A1%2540AdobeOrg%7CTS%3D1626118865
28 (last accessed March 24, 2022).

1 statements to the U.S. market concerning Class Vehicles, as well as whether to
2 repair the Theft Prone Defect and issue a recall, are also based in California.

3 1494. José Muñoz serves as the Global Chief Operating Officer of HMC and
4 the President and CEO of HMA.¹⁵² “Based in Hyundai’s U.S. headquarters in
5 Fountain Valley, California,” Mr. Muñoz oversees the entire American market.

6 1495. Brian K. Latouf served as the Global Chief Safety Officer of HMA
7 from December 2019 through July 2022, when he was appointed to the same role
8 for HMC.¹⁵³ Based in California, Mr. Latouf is responsible for all safety regulation
9 matters, including the strategic legal direction and oversight of all safety
10 investigations and recalls in the U.S., Canada and Mexico.

11 1496. Wayne Gates serves as Director of Product Analysis Group at HMA.¹⁵⁴
12 Based in Fountain Valley, California, Mr. Gates oversees, among other things,
13 safety, compliance, and regulatory issues involving Hyundai vehicles, and liaisons
14 with NHTSA regarding Hyundai recalls.¹⁵⁵

15 1497. Omar Rivera serves as HMA’s Executive Director of Quality and
16 Service Engineering.¹⁵⁶ Based in Fountain Valley, California, Mr. Rivera and his
17 team are responsible for model line engineering and engineering analysis, among
18 other responsibilities.¹⁵⁷

19 _____
20 ¹⁵² <https://www.hyundainews.com/en-us/bios/jose-munoz> (last accessed Aug.
21 29, 2022).

22 ¹⁵³ <https://www.hyundainews.com/en-us/bios/brian-latouf> (last accessed Aug.
23 29, 2022); <https://www.linkedin.com/in/brian-latouf-b6a8b7b4/> (last accessed Aug.
24 29, 2022); [https://www.prnewswire.com/news-releases/hyundai-motor-appoints-
25 brian-latouf-to-lead-new-global-safety-office-301589377.html](https://www.prnewswire.com/news-releases/hyundai-motor-appoints-brian-latouf-to-lead-new-global-safety-office-301589377.html) (last accessed Aug.
26 29, 2022).

27 ¹⁵⁴ <https://www.linkedin.com/in/wayne-gates-b8a85b7/> (last accessed Aug. 29,
28 2022).

29 ¹⁵⁵ *Id.*; <https://static.nhtsa.gov/odi/rc1/2020/RCAK-20V543-1854.pdf> (last
30 accessed Aug. 29, 2022).

31 ¹⁵⁶ <https://www.hyundainews.com/en-us/bios/omar-rivera> (last accessed Aug.
32 29, 2022).

33 ¹⁵⁷ *Id.*; <https://www.linkedin.com/in/omar-rivera-a917363/> (last accessed Aug.
34 29, 2022).

1 1498. Paul Imhoff serves as Director of Customer Experience at HMA.¹⁵⁸
2 Based in California, Mr. Imhoff is responsible for the “customer experience for
3 Hyundai in the U.S.”¹⁵⁹ and “[o]versees all aspects of the customer experience,
4 from retail processes and after sales improvements to call centers and customer
5 feedback surveys.” Prior to his current role, Mr. Imhoff served as HMA’s Director
6 of Marketing Communications, where he was responsible for brand strategy,
7 national and regional advertising, experiential marketing, auto shows, branded
8 content, social media and multicultural marketing.

9 1499. Danial Kim serves as the Senior Group Manager of North America
10 Safety Office at HMA at the company’s offices in California, and previously served
11 as a Senior Manager of Engineering & Design Analysis.¹⁶⁰ Mr. Kim serves as
12 Hyundai’s “[l]iaison responsible for corporate compliance with NHTSA
13 enforcement of potential safety-related product defects.” Mr. Kim also
14 “facilitate[es] product safety recall/campaign decisions in accordance with federal
15 regulation and guidelines, manage[s] [] TREAD compliance program including
16 EWR reporting, collaboration with ODI in joint product safety investigations, recall
17 filing and completion reporting, coordinating with overseas R&D, manufacturing,
18 and service in identifying and closing potential safety defects.”

19 1500. Cole Stutz serves as the Director of Safety Field Investigations at
20 HMA.¹⁶¹ Based in Fountain Valley, California, Mr. Stutz liaisons with NHTSA
21 regarding safety recalls, among other things.¹⁶²

22
23 ¹⁵⁸ <https://www.hyundainews.com/en-us/bios/paul-imhoff> (last accessed Aug.
29, 2022).

24 ¹⁵⁹ *Id.*; <https://www.linkedin.com/in/pimhoff/> (last accessed Aug. 29, 2022).

25 ¹⁶⁰ <https://www.linkedin.com/in/daniel-kim-60013228/> (last accessed Aug. 29,
26 2022).

27 ¹⁶¹ <https://www.linkedin.com/in/cole-stutz-2b7796103/> (last accessed Aug. 29,
28 2022).

¹⁶² *Id.*; <https://static.nhtsa.gov/odi/rc1/2021/RCAK-21V303-6447.pdf> (last
accessed Aug. 29, 2022).

1 1501. Scott Stewart serves as the Senior Group Manager of Safety Field
2 Investigations at HMA and is based at the company's offices in California.¹⁶³

3 1502. Barry Ratzlaff serves as the Chief Customer Officer of HMA.¹⁶⁴ In this
4 role, he is responsible for Hyundai's customer experience strategy, retail process,
5 sales and service training, product quality and service engineering. Mr. Ratzlaff is a
6 30-year automotive veteran with roles in manufacturing, quality and product
7 development. Mr. Ratzlaff is based in Fountain Valley, California.

8 1503. Angela Zepeda serves as the Chief Marketing Officer for HMA.¹⁶⁵
9 Based in Fountain Valley, California, Ms. Zepeda "is responsible for all of
10 Hyundai's marketing and advertising activities in the U.S., including the strategic
11 direction, brand development, national and regional advertising, experiential
12 marketing, digital and social media, brand partnerships, and lead generation, among
13 other responsibilities."¹⁶⁶

14 1504. Randy Parker serves as Chief Executive Officer for HMA.¹⁶⁷ Prior to
15 his promotion in July 2022, Mr. Parker served as Senior Vice President of National
16 Sales at HMA. Mr. Parker is based in Fountain Valley, California, where he was
17 "responsible for all aspects of sales and distribution of Hyundai vehicles in the
18 U.S., including sales strategies, fleet and certified pre-owned operations, dealer
19 relations, market representation, and other related activities with the mission to
20

21 ¹⁶³ <https://www.linkedin.com/in/scott-stewart-10048094/> (last accessed Aug. 29,
22 2022).

23 ¹⁶⁴ <https://www.hyundainews.com/en-us/bios/barry-ratzlaff> (last accessed Aug.
24 29, 2022); <https://www.linkedin.com/in/barry-ratzlaff-54b40811/> (last accessed
25 Aug. 29, 2022).

25 ¹⁶⁵ <https://www.hyundainews.com/en-us/bios/angela-zepeda> (last accessed Aug.
26 29, 2022).

26 ¹⁶⁶ *Id.*; <https://www.linkedin.com/in/angela-zepeda-8bb8293/> (last accessed Aug.
27 29, 2022).

27 ¹⁶⁷ [https://www.prnewswire.com/news-releases/randy-parker-named-chief-](https://www.prnewswire.com/news-releases/randy-parker-named-chief-executive-officer-of-hyundai-motor-america-301595523.html)
28 [executive-officer-of-hyundai-motor-america-301595523.html](https://www.prnewswire.com/news-releases/randy-parker-named-chief-executive-officer-of-hyundai-motor-america-301595523.html) (last accessed Aug.
29, 2022).

1 grow Hyundai sales and market share.”¹⁶⁸ Mr. Parker “also overs[aw] Hyundai’s
2 seven regions that work directly with Hyundai retailers on sales and service.”

3 1505. Fred DePerez serves as the Vice President of Product Line
4 Management and Sales Planning for HMA.¹⁶⁹ Based in Fountain Valley, California,
5 Mr. DePerez oversees Product Line Management, Sales Planning, and Retail
6 Operations.¹⁷⁰

7 1506. Robert Grafton serves as an Executive Director of Dealer
8 Development & Strategy for HMA.¹⁷¹ Based in Fountain Valley, California, Mr.
9 Grafton is “responsible for managing and implementing the Hyundai dealer
10 network strategy by optimizing retail representation and improving dealer
11 relations.”¹⁷²

12 1507. David VandeLinde is the Vice President of After-Sales for HMA and
13 based in Fountain Valley, California.¹⁷³ In this role, Mr. VandeLinde is responsible
14 for leading dealer service programs and operations, parts and accessory sales, and
15 owner marketing. Prior to his current role, Mr. VandeLinde served as the director of
16 Dealer Service Process where he oversaw Hyundai’s retail service process, parts
17 planning, parts and service field ops, and parts and service training. Mr.
18 VandeLinde led a team of over fifty team members who were responsible for
19 Service Analytics and Technician Retention. Mr. VandeLinde was also central to

20
21 ¹⁶⁸ *Id.*; <https://www.linkedin.com/in/randy-parker-24806232/> (last accessed Aug.
22 29, 2022); [https://web.archive.org/web/20210202225203/https://](https://web.archive.org/web/20210202225203/https://www.hyundainews.com/en-us/bios/randy-parker)
23 [www.hyundainews.com/en-us/bios/randy-parker](https://web.archive.org/web/20210202225203/https://www.hyundainews.com/en-us/bios/randy-parker) (Aug. 29, 2022).

24 ¹⁶⁹ <https://www.hyundainews.com/en-us/bios/fred-deperetz> (last accessed Aug.
25 29, 2022).

26 ¹⁷⁰ *Id.*; <https://www.linkedin.com/in/freddeperetz/> (last accessed Aug. 29, 2022).

27 ¹⁷¹ <https://www.hyundainews.com/en-us/bios/robert-grafton> (last accessed Aug.
28 29, 2022).

¹⁷² *Id.*; <https://www.linkedin.com/in/robertgrafton/> (last accessed Aug. 29,
2022).

¹⁷³ <https://www.hyundainews.com/en-us/bios/david-vandelinde> (last accessed
Aug. 29, 2022); <https://www.linkedin.com/in/dave-vandelinde-6b2b2078/> (last
accessed Aug. 29, 2022).

1 HMA “establishing and operationalizing a platform for gathering and publishing
2 dealer best practices, developing and publishing the first ever Hyundai Service
3 Process Manual (the Car Care Process Guide), and revolutionizing Hyundai’s
4 approach to field training to be more experiential.”

5 1508. Kate Fabian serves as the director of Marketing Communications for
6 HMA.¹⁷⁴ Based in Fountain Valley, California, Ms. Fabian “is responsible for brand
7 strategy and planning, multicultural marketing, media strategy, national and
8 regional dealer advertising, experiential marketing, branded content and social
9 media.”¹⁷⁵

10 1509. Ricky Lao serves as HMA’s Director of Product Planning.¹⁷⁶ Based in
11 Fountain Valley, California, Mr. Lao and his team are “responsible for leading the
12 product planning process from concept phase through product launch, and
13 subsequent lifecycle management, for all current and future cars and SUVs
14 representing the Hyundai North American market.”

15 1510. Additionally, HMA’s “Customer Care Center,” which handles
16 customer complaints and warranty inquiries for Hyundai Class Vehicle owners and
17 lessees, is located in Fountain Valley.¹⁷⁷

22 ¹⁷⁴ <https://www.hyundainews.com/en-us/bios/kate-fabian--> (last accessed Aug.
23 29, 2022).

24 ¹⁷⁵ *Id.*; <https://www.linkedin.com/in/kate-fabian-b1150412/> (last accessed Aug.
25 29, 2022).

26 ¹⁷⁶ <https://www.hyundainews.com/en-us/bios/ricky-lao> (last accessed Aug. 29,
27 2022); <https://www.linkedin.com/in/ricky-lao-189303/> (last accessed Aug. 29,
28 2022).

¹⁷⁷ [https://www.hyundaiusa.com/content/dam/hyundai/us/com/pdf/assurance/2021
_Owners_Handbook_Warranty.pdf](https://www.hyundaiusa.com/content/dam/hyundai/us/com/pdf/assurance/2021_Owners_Handbook_Warranty.pdf) (Aug. 29, 2022).

1 1511. On information and belief, HMA’s website, including the “Consumer
2 Assistance Center” webpage,¹⁷⁸ is managed by Hyundai’s marketing and customer
3 service departments located in Fountain Valley.

4 1512. In addition to HMA’s engineering and safety investigation teams
5 responsible for post-sale investigations located at its Fountain Valley headquarters,
6 HMA conducts pre-sale testing in California, including at its “California Proving
7 Ground” and the “Hyundai Design and Technical Center” located in Irvine.¹⁷⁹ The
8 Hyundai Design and Technical Center is HMA’s “90,000-square-foot state-of-the-
9 art facility” and “is home to Hyundai automobile designers, engineers, model-
10 makers and technicians[.]”

11 1513. Defendant KA is headquartered in Irvine, California and is the sole
12 entity in the United States responsible for distributing, selling, leasing, and
13 warranting Kia vehicles, including the Kia Class Vehicles.

14 1514. KA’s C-Suite, and employees responsible for KA’s distribution of
15 Class Vehicles, decision to conceal the Theft Prone Defect, Kia’s public statements
16 to the U.S. market concerning Class Vehicles, as well as whether to repair the Theft
17 Prone Defect and issue a recall, are also based in California.

18 1515. SeungKyu (Sean) Yoon is the President and CEO of KA and is
19 responsible for its strategy and operations in the U.S., including its
20 manufacturing.¹⁸⁰ Mr. Yoon is based at KA’s headquarters in Irvine, California.

21 1516. Russell Wager serves as KA’s Vice President of Marketing and
22 oversees all of the company’s marketing communications including the marketing

23 ¹⁷⁸ <https://owners.hyundaiusa.com/us/en/contact-us.html> (last accessed Aug. 29,
24 2022).

25 ¹⁷⁹ See <https://www.hyundaiusnews.com/en-us/releases/1250>;
<https://www.hyundaiusnews.com/en-us/releases/1251> (last accessed Aug. 29, 2022).

26 ¹⁸⁰ [https://www.kiamedia.com/us/en/media/pressreleases/13858/seungkyu-sean-](https://www.kiamedia.com/us/en/media/pressreleases/13858/seungkyu-sean-yoon-1)
27 [yoon-1](https://www.kiamedia.com/us/en/media/pressreleases/13858/seungkyu-sean-yoon-1) (last accessed Aug. 29, 2022); [https://www.linkedin.com/in/seungkyu-sean-](https://www.linkedin.com/in/seungkyu-sean-yoon-3251b1a9/)
28 [yoon-3251b1a9/](https://www.linkedin.com/in/seungkyu-sean-yoon-3251b1a9/) (last accessed Aug. 29, 2022); [https://www.automotiveworld.com/](https://www.automotiveworld.com/news-releases/kia-america-debuts-in-us-new-name-replaces-kia-motors-america-as-part-of-kia-corporation-global-brand-strategy/)
[news-releases/kia-america-debuts-in-us-new-name-replaces-kia-motors-america-as-](https://www.automotiveworld.com/news-releases/kia-america-debuts-in-us-new-name-replaces-kia-motors-america-as-part-of-kia-corporation-global-brand-strategy/)
[part-of-kia-corporation-global-brand-strategy/](https://www.automotiveworld.com/news-releases/kia-america-debuts-in-us-new-name-replaces-kia-motors-america-as-part-of-kia-corporation-global-brand-strategy/) (last accessed Aug. 29, 2022).

1 operations, customer journey, and public relations areas.¹⁸¹ Mr. Wager is based at
2 KA's headquarters in Irvine, California.

3 1517. J.S. (Jurassic) Park serves as KA's Chief Safety Officer and Vice
4 President of Regulatory Compliance.¹⁸² Based at KA's headquarters in Irvine,
5 California, Mr. Park participates in all safety-recall decision-making for the U.S.
6 market and acts as the company's liaison with NHTSA regarding Kia recalls,
7 among other things.

8 1518. KA's Regulatory Compliance managers and employees are also
9 located at its headquarters in Irvine, California.¹⁸³ The Regulatory Compliance
10 office works with KC and its affiliates (including HATCI) to, *inter alia*, monitor
11 safety regulatory issues and advise on statements made to consumers, including on
12 Monroney labels.

13 1519. Additionally, KA's "Customer Assistance Center" and Consumer
14 Affairs Department, which handles customer complaints and warranty inquiries for
15 Kia Class Vehicle owners and lessees, is located in Irvine, California.¹⁸⁴

16 1520. On information and belief, KA's website, including the "Consumer
17 Assistance Center" webpage,¹⁸⁵ is managed by KA's marketing and customer
18 service departments located in Irvine, California.

19
20 ¹⁸¹ <https://www.kiamedia.com/us/en/media/pressreleases/17221/russell-wager>
21 (last accessed Aug. 29, 2022); <https://www.linkedin.com/in/russell-wager/> (last
accessed Aug. 29, 2022).

22 ¹⁸² <https://static.oemdtc.com/Recall/21V447/RCAK-21V447-9829.pdf> (last
23 accessed Aug. 29, 2022); [https://static.nhtsa.gov/odi/rc1/2020/RCAK-20V518-
6959.pdf](https://static.nhtsa.gov/odi/rc1/2020/RCAK-20V518-6959.pdf) (last accessed Aug. 29, 2022).

24 ¹⁸³ See [https://www.linkedin.com/jobs/view/regulatory-compliance-manager-at-
kia-motors-america-2432082551/?refId=db5aad21-355f-41fe-b515-
25 f22f69d9a0e5&trackingId=61TH90nuMf9kICG1U9DG2A%3D%3D](https://www.linkedin.com/jobs/view/regulatory-compliance-manager-at-kia-motors-america-2432082551/?refId=db5aad21-355f-41fe-b515-f22f69d9a0e5&trackingId=61TH90nuMf9kICG1U9DG2A%3D%3D) (last accessed
26 Aug. 29, 2022).

27 ¹⁸⁴ [https://www.kia.com/us/content/dam/kia/us/en/images/warranty/manual/
general-warranty-and-consumer-info/2020_warranty.pdf](https://www.kia.com/us/content/dam/kia/us/en/images/warranty/manual/general-warranty-and-consumer-info/2020_warranty.pdf) (last accessed Aug. 29,
28 2022).

¹⁸⁵ <https://ksupport.kiausa.com/ConsumerAffairs> (last accessed Aug. 29, 2022).

1 1521. In addition to KA's engineering and safety investigation teams
2 responsible for post-sale investigations located at its Irvine headquarters, KA
3 conducts pre-sale durability testing in California, including at its "California
4 Proving Ground" and the Hyundai-Kia Design and Technical Center located in
5 Irvine.¹⁸⁶ The "\$30 million state-of-the-art" Design and Technical Center "houses
6 more than 100 auto designers, engineers, model makers and technicians."

7 1522. Finally, while HMC and KC participated in the investigations of the
8 Theft Prone Defect in Hyundai and Kia vehicles, the ultimate decisions concerning
9 whether to recall the Class Vehicles were made by HMA and KA executives at
10 their respective California headquarters.

11 VII. CLASS ALLEGATIONS

12 1523. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and
13 23(b)(3) of the Federal Rules of Civil Procedure on behalf of themselves and all
14 others similarly situated.

15 1524. Plaintiffs seek to represent a class ("Hyundai Nationwide Class")
16 under the laws of the State of California defined as:

17 All persons or entities that purchased or leased a Hyundai
18 Class Vehicle in the United States.

19 1525. Plaintiffs seek to represent a class ("Kia Nationwide Class") under the
20 laws of the State of California defined as:

21 All persons or entities that purchased or leased a Kia
22 Class Vehicle in the United States.

23 1526. Class Vehicle is defined as all 2011-2022 Kia vehicles and 2011-2022
24 Hyundai vehicles which do not contain an engine immobilizer. On information and
25 belief, this includes all Hyundai and Kia models, except for the most expensive trim
26 packages, and following models: Kia Niro (except 2017); Kia Stinger; Hyundai
27 Azera; Hyundai Equus; Hyundai G80; Hyundai Genesis; and Hyundai Ioniq.

28 ¹⁸⁶ <https://www.hyundai-news.com/en-us/releases/1270> (last accessed Aug. 29, 2022).

1527. In addition, and in the alternative to the Nationwide Classes, Plaintiffs seek to represent the following State Subclasses:

Hyundai Alabama Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Alabama.

Kia Alabama Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Alabama.

Hyundai Alaska Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Alaska.

Kia Alaska Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Alaska.

Hyundai Arizona Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Arizona.

Kia Arizona Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Arizona.

Hyundai Arkansas Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Arkansas.

Kia Arkansas Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Arkansas.

Hyundai California Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of California.

Kia California Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of California.

Hyundai Colorado Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Colorado.

Kia Colorado Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Colorado.

Hyundai Connecticut Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Connecticut.

Kia Connecticut Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Connecticut.

Hyundai Delaware Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Delaware.

Kia Delaware Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Delaware.

Hyundai Florida Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Florida.

Kia Florida Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Florida.

Hyundai Georgia Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Georgia

Kia Georgia Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Georgia.

Hyundai Hawaii Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Hawaii.

Kia Hawaii Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Hawaii.

Hyundai Idaho Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Idaho

Kia Idaho Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Idaho

Hyundai Illinois Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Illinois.

Kia Illinois Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Illinois.

Hyundai Indiana Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Indiana.

Kia Indiana Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Indiana.

Hyundai Iowa Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Iowa.

Kia Iowa Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Iowa.

Hyundai Kansas Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Kansas.

Kia Kansas Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Kansas.

Hyundai Kentucky Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Kentucky.

Kia Kentucky Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Kentucky.

Hyundai Louisiana Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Louisiana.

Kia Louisiana Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Louisiana.

Hyundai Maine Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Maine.

Kia Maine Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Maine.

Hyundai Maryland Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Maryland.

Kia Maryland Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Maryland.

Hyundai Massachusetts Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Massachusetts.

Kia Massachusetts Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Massachusetts.

Hyundai Michigan Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Michigan

Kia Michigan Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Michigan.

Hyundai Minnesota Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Minnesota.

Kia Minnesota Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Minnesota.

Hyundai Mississippi Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Mississippi.

Kia Mississippi Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Mississippi.

Hyundai Missouri Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Missouri.

Kia Missouri Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Missouri.

Hyundai Montana Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Montana.

Kia Montana Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Montana.

Hyundai Nebraska Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Nebraska.

Kia Nebraska Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Nebraska.

Hyundai Nevada Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Nevada.

Kia Nevada Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Nevada.

Hyundai New Hampshire Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of New Hampshire.

Kia New Hampshire Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of New Hampshire.

Hyundai New Jersey Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of New Jersey.

Kia New Jersey Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of New Jersey.

Hyundai New Mexico Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of New Mexico.

Kia New Mexico Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of New Mexico.

Hyundai New York Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of New York.

Kia New York Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of New York.

Hyundai North Carolina Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of North Carolina.

Kia North Carolina Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of North Carolina.

Hyundai North Dakota Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of North Dakota.

Kia North Dakota Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of North Dakota.

Hyundai Ohio Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Ohio.

Kia Ohio Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Ohio.

Hyundai Oklahoma Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Oklahoma.

Kia Oklahoma Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Oklahoma.

Hyundai Oregon Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Oregon.

Kia Oregon Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Oregon.

Hyundai Pennsylvania Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Pennsylvania.

Kia Pennsylvania Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Pennsylvania.

Hyundai Rhode Island Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Rhode Island.

Kia Rhode Island Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Rhode Island.

Hyundai South Carolina Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of South Carolina.

Kia South Carolina Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of South Carolina.

Hyundai South Dakota Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of South Dakota.

Kia South Dakota Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of South Dakota.

Hyundai Tennessee Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Tennessee.

Kia Tennessee Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Tennessee.

Hyundai Texas Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Texas.

Kia Texas Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Texas.

Hyundai Utah Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Utah.

Kia Utah Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Utah.

Hyundai Vermont Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Vermont.

Kia Vermont Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Vermont.

Hyundai Virginia Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Virginia.

Kia Virginia Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Virginia.

Hyundai Washington Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Washington.

Kia Washington Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Washington.

Hyundai West Virginia Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of West Virginia.

Kia West Virginia Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of West Virginia.

Hyundai Wisconsin Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Wisconsin.

Kia Wisconsin Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Wisconsin.

Hyundai Wyoming Subclass:

All persons or entities that purchased or leased a Hyundai Class Vehicle in the State of Wyoming.

Kia Wyoming Subclass:

All persons or entities that purchased or leased a Kia Class Vehicle in the State of Wyoming.

1528. The Nationwide Classes and the State Subclasses are collectively referred to herein as the Classes.

1529. Excluded from the Classes are Defendants, their affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change, or expand the Classes definitions based on discovery and further investigation.

1530. Numerosity: Upon information and belief, the Classes are so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Classes are unknown at this time, such information being in the sole possession of Defendants and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis allege, that at least eight million Class Vehicles have been sold and leased in the United States.

1531. Existence and Predominance of Common Questions of Fact and Law: Common questions of law and fact exist as to all members of the Classes. 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 Plaintiffs' claims emanate from HMA's and KA's conduct in California;
- c. Whether Defendants designed, advertised, marketed, distributed, leased, sold, or otherwise placed the Class Vehicles into the stream of

commerce in the United States;

d. Whether the Class Vehicles were sold with a safety defect;

e. Whether Defendants knew of the Theft Prone Defect but failed to disclose the problem and its consequences to their customers;

f. Whether Defendants knew of the Theft Prone Defect but misrepresented the Class Vehicles as safe, reliable, and secure;

g. Whether a reasonable consumer would consider the Theft Prone Defect or its consequences to be material;

h. When Defendants discovered the Theft Prone Defect in the Class Vehicles, and what, if anything, they did in response;

i. Whether Defendants should be required to disclose the existence of the Theft Prone Defect;

j. Whether Defendants' conduct violates the California Legal Remedies Act, California Unfair Competition Law, and the other statutes asserted herein;

k. Whether Plaintiffs and Class Members overpaid for their Class Vehicles; and

l. Whether Plaintiffs and Class Members experienced out-of-pocket losses as a result of the Theft Prone Defect, and if so, how much.

1532. Typicality: Plaintiffs' claims are typical of the claims of the Classes because Plaintiffs purchased Class Vehicles with the same Theft Prone Defect as did each member of the Classes. Furthermore, Plaintiffs and all Members of the Classes sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Defendants' wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class Members and assert claims, if they had insurance, for all monies paid by their insurance company as a result of the theft or damage to a Class Vehicle resulting

1 from the manifestation of the Theft Prone Defect, subject to any applicable right of
2 subrogation..

3 1533. Adequacy: Plaintiffs are adequate representatives because their
4 interests do not conflict with the interests of the Classes that they seek to represent,
5 they have retained counsel competent and highly experienced in complex class
6 action litigation, and they intend to prosecute this action vigorously. The interests
7 of the Classes will be fairly and adequately protected by Plaintiffs and their
8 counsel.

9 1534. Superiority: A class action brought by consumers is superior to all
10 other available means of fair and efficient adjudication of the claims of Plaintiffs
11 and Members of the Classes. The injury suffered by each individual Class Member
12 is relatively small in comparison to the burden and expense of individual
13 prosecution of the complex and extensive litigation necessitated by Defendants'
14 conduct. It would be virtually impossible for Members of the Classes individually
15 to redress effectively the wrongs done to them. Even if the Members of the Classes
16 could afford such individual litigation, the court system could not. Individualized
17 litigation presents a potential for inconsistent or contradictory judgments.
18 Individualized litigation increases the delay and expense to all parties, and to the
19 court system, presented by the complex legal and factual issues of the case. By
20 contrast, the class action device presents far fewer management difficulties, and
21 provides the benefits of single adjudication, an economy of scale, and
22 comprehensive supervision by a single court. Upon information and belief,
23 members of the Class can be readily identified and notified based on, *inter alia*,
24 Defendants' vehicle identification numbers, warranty claims, registration records,
25 and database of complaints. Further, allowing insured consumers to proceed on
26 behalf of themselves and any insurance company who paid a loss resulting from the
27 Theft Prone Defect is superior to these claims being split and prosecuted by both
28

1 the injured consumer and their insurance company. In such an instance subrogation
2 rights can be dealt with in the claims processing part of the case.

3 1535. Defendants have acted, and refused to act, on grounds generally
4 applicable to the Classes, thereby making appropriate final equitable relief with
5 respect to the Classes as a whole.

6 **VIII. CLAIMS FOR RELIEF**

7 **A. Nationwide / California Counts**

8 **1. Nationwide / California Count 1: Breach of Implied Warranty of** 9 **Merchantability (Cal. Com. Code §§ 2314 and 10212) Against** 10 **HMA and KA.**

11 1536. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 1537. Plaintiffs bring this count under California law, individually and on
14 behalf of the other members of the Hyundai Nationwide Class and Hyundai
15 California Class, against HMA.

16 1538. Plaintiffs bring this count under California law, individually and on
17 behalf of the other members of the Kia Nationwide Class and Kia California Class,
18 against KA.

19 1539. For purposes of this count, members of the Hyundai Nationwide Class,
20 Hyundai California Class, Kia Nationwide Class, and Kia California Class shall be
21 referred to as “Class Members.”

22 1540. For purposes of this count, HMA and KA shall be referred to as
23 “Defendants.”

24 1541. A warranty that the Class Vehicles were in merchantable condition and
25 fit for the ordinary purpose for which such goods are used is implied by law
26 pursuant to Cal. Com. Code §§ 2314 and 10212.

27 1542. Defendants are and were at all relevant times “merchants” of motor
28 vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and “sellers” of motor
vehicles under § 2103(1)(d).

1 1543. Defendants are and were at all relevant times “lessors” of motor
2 vehicles under Cal. Com. Code § 10103(a)(16).

3 1544. All Class Members who purchased Class Vehicles are “buyers” within
4 the meaning of Cal. Com. Code § 2103(1)(a).

5 1545. All Class Members who leased Class Vehicles are “lessees” within the
6 meaning of Cal. Com. Code § 10103(a)(14).

7 1546. The Class Vehicles were at all relevant times “goods” within the
8 meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

9 1547. Defendants knew or had reason to know of the specific use for which
10 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
11 Class Members with an implied warranty that the Class Vehicles and any parts
12 thereof were merchantable and fit for the ordinary purposes for which they were
13 sold. This implied warranty included, among other things, a warranty that the Class
14 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
15 safe and reliable for providing transportation, would not be vulnerable to an
16 abnormally high risk of theft, and complied with applicable federal and state laws
17 and regulations, including FMVSS 114.

18 1548. However, the Class Vehicles did not comply with the implied warranty
19 of merchantability because they were defective and not in merchantable condition,
20 would not pass without objection in the trade, and were not fit for their ordinary
21 purpose of providing reasonably reliable, safe, and secure transportation at the time
22 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
23 Prone Defect, lacking any anti-theft features or design elements to provide an
24 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
25 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
26 vulnerable to theft, making them prime targets to be used as instrumentalities
27 through which thieves engage in reckless driving or other criminal activity.
28

1 1549. Any attempt by Defendants to disclaim or limit the implied warranty
2 of merchantability for their respective Class Vehicles vis-à-vis consumers is
3 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
4 are unenforceable because Defendants knowingly sold or leased defective Class
5 Vehicles without informing consumers about the Theft Prone Defect. The time
6 limits contained in Defendants' warranty periods were also unconscionable and
7 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
8 and Class Members had no meaningful choice in determining these time
9 limitations, the terms of which unreasonably favored Defendants. A gross disparity
10 in bargaining power existed between Defendants and Plaintiffs and other Class
11 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
12 sale.

13 1550. Furthermore, the circumstances described herein caused Defendants'
14 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
15 Class Members may seek alternative remedies. Indeed, these breaches of warranties
16 have denied Plaintiffs and Class Members the benefit of their respective bargains,
17 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
18 manner without the ever-present risk of them being stolen.

19 1551. Plaintiffs and Class Members have provided Defendants with
20 reasonable notice and opportunity to cure the breaches of their implied warranties
21 by way of the numerous complaints filed against them and the individual notice
22 letters sent by Class Members within a reasonable amount of time after the Theft
23 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
24 2022, Class Members sent notice letters to them.

25 1552. Alternatively, Plaintiffs and the Class Members were excused from
26 providing Defendants with notice and an opportunity to cure the breach, because it
27 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
28 have long known that the Class Vehicles contained the Theft Prone Defect;

1 however, to date, Defendants have not instituted an adequate and meaningful repair
2 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
3 had no reason to believe that Defendants would have adequately repaired the Theft
4 Prone Defect if they presented their Class Vehicles to them for repair.

5 1553. As a direct and proximate result of Defendants' breach of the implied
6 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
7 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
8 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
9 amount to be proven at trial.

10 **2. Nationwide / California Count 2: Violations of the California**
11 **Song-Beverly Consumer Warranty Act for Breach of Implied**
12 **Warranty of Merchantability (Cal. Civ. Code §§ 1791.1 and 1792)**
Against HMA and KA.

13 1554. Plaintiffs reallege and incorporate by reference all preceding
14 allegations as though fully set forth herein.

15 1555. Plaintiffs bring this count under California law, individually and on
16 behalf of the other members of the Hyundai Nationwide Class and Hyundai
17 California Class, against HMA.

18 1556. Plaintiffs bring this count under California law, individually and on
19 behalf of the other members of the Kia Nationwide Class and Kia California Class,
20 against KA.

21 1557. For purposes of this count, members of the Hyundai Nationwide Class,
22 Hyundai California Class, Kia Nationwide Class, and Kia California Class shall be
23 referred to as "Class Members."

24 1558. For purposes of this count, HMA and KA shall be referred to as
25 "Defendants."

26 1559. Defendants are "manufacturer[s]" of the Class Vehicles within the
27 meaning of Cal. Civ. Code § 1791(j).
28

1 1560. Defendants are and were at all relevant times “sellers” of motor
2 vehicles under Cal. Civ. Code § 1791(l).

3 1561. Defendants are and were at all relevant times “lessors” of motor
4 vehicles under Cal. Civ. Code § 1791(i).

5 1562. All Class Members who purchased Class Vehicles are “buyers” within
6 the meaning of Cal. Civ. Code § 1791(b).

7 1563. All Class Members who leased Class Vehicles are “lessees” within the
8 meaning of Cal. Civ. Code § 1791(h).

9 1564. The Class Vehicles are “consumer goods” within the meaning of Cal.
10 Civ. Code § 1791(a).

11 1565. Defendants impliedly warranted to Plaintiffs and Class Members that
12 their Class Vehicles were “merchantable” within the meaning of Cal. Civ. Code
13 §§ 1791.1(a) and 1792.

14 1566. Cal. Civ. Code § 1791.1(a) states: “Implied warranty of
15 merchantability” or “implied warranty that goods are merchantable” means that the
16 consumer goods meet each of the following: (1) pass without objection in the trade
17 under the contract description; (2) are fit for the ordinary purposes for which such
18 goods are used; (3) are adequately contained, packaged, and labeled; and (4)
19 conform to the promises or affirmations of fact made on the container or label.

20 1567. The Class Vehicles would not pass without objection in the automotive
21 trade due to the Theft Prone Defect. Because of the Theft Prone Defect, the Class
22 Vehicles are not in merchantable condition and thus not fit for ordinary purposes.

23 1568. The Class Vehicles are not adequately labeled because the labeling
24 fails to disclose the Theft Prone Defect. The Class Vehicles do not conform to the
25 promises and affirmations made by Defendants regarding safety, security, quality,
26 and reliability of the Class Vehicles.

27 1569. As a direct and proximate result of the breaches of the implied
28 warranty of merchantability by Defendants, Plaintiffs’ and Class Members’ Class

1 Vehicles were and are defective, and the Theft Prone Defect in their Class Vehicles
2 was not remedied. Therefore, Plaintiffs and Class Members have been damaged, in
3 an amount to be proven at trial.

4 1570. Pursuant to Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiffs and Class
5 Members seek an order enjoining Defendants from continuing their unfair and/or
6 deceptive acts or practices, and for damages, punitive damages, and any other just
7 and proper relief available under the Song-Beverly Consumer Warranty Act.

8 **3. Nationwide / California Count 3: False Advertising Under the**
9 **California False Advertising Law (Cal. Bus. & Prof. Code § 17500,**
10 **et seq.) Against All Defendants.**

11 1571. Plaintiffs reallege and incorporate by reference all allegations in
12 Sections I-VI above as though fully set forth herein.

13 1572. Plaintiffs bring this count under California law, individually and on
14 behalf of the other members of the Hyundai Nationwide Class and Hyundai
15 California Class, against HMA and HMC.

16 1573. Plaintiffs bring this count under California law, individually and on
17 behalf of the other members of the Kia Nationwide Class and Kia California Class,
18 against KA and KC.

19 1574. For purposes of this count, members of the Hyundai Nationwide Class,
20 Hyundai California Class, Kia Nationwide Class, and Kia California Class shall be
21 referred to as “Class Members.”

22 1575. Defendants, Plaintiffs, and Class Members are “persons” within the
23 meaning of Cal. Bus. & Prof. Code § 17506.

24 1576. The California False Advertising Law (“California FAL”) prohibits
25 false advertising. California Bus. & Prof. Code § 17500.

26 1577. In the course of their business, Defendants, through their agents,
27 employees, and/or subsidiaries, violated the California FAL by knowingly and
28 intentionally misrepresenting, omitting, concealing, and/or failing to disclose

1 material facts regarding the quality, reliability, and safety of the Class Vehicles and
2 the Theft Prone Defect, as detailed above.

3 1578. Defendants had an ongoing duty to Plaintiffs and Class Members to
4 refrain from unfair or deceptive practices under the California FAL in the course of
5 their business. Specifically, they owed Plaintiffs and Class Members a duty to
6 disclose all the material facts concerning the Theft Prone Defect in the Class
7 Vehicles because:

- 8 a. Defendants had exclusive access to and far superior knowledge about
9 facts regarding the Theft Prone Defect and Defendants knew these
10 facts were not known to or reasonably discoverable by Plaintiffs or
11 Class Members;
- 12 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
13 and Class Members lack the sophisticated expertise in vehicle
14 components that would be necessary to discover the Theft Prone
15 Defect on their own;
- 16 c. Defendants knew that the Theft Prone Defect gave rise to safety
17 concerns for the consumers who use the Class Vehicles, and the Theft
18 Prone Defect would have been a material fact to the Class Members'
19 decisions to buy or lease Class Vehicles; and
- 20 d. Defendants made incomplete representations about the safety and
21 reliability of the Class Vehicles while purposefully withholding
22 material facts about a known safety defect. In uniform advertising and
23 materials provided with each Class Vehicle, HMA, and KA
24 intentionally concealed, suppressed, and failed to disclose to the
25 consumers that the Class Vehicles contained the Theft Prone Defect.
26 Because they volunteered to provide information about the Class
27 Vehicles that they marketed and offered for sale and lease to
28 consumers, HMA and KA had the duty to disclose the whole truth.

1 1579. By misrepresenting the Class Vehicles as safe and reliable and free
2 from defects, and by failing to disclose and actively concealing the dangers and risk
3 posed by the Theft Prone Defect to consumers, Defendants engaged in untrue and
4 misleading advertising prohibited by California Bus. & Prof. Code § 17500.

5 1580. Defendants made or caused to be made and disseminated throughout
6 California advertising, marketing, labeling, and other publications containing
7 numerous statements that were untrue or misleading, and which were known, or
8 which by the exercise of reasonable care they should have been known to be untrue
9 and misleading to consumers, including Plaintiffs and Class Members.

10 1581. Defendants' unfair or deceptive acts and practices, including their
11 misrepresentations, concealments, omissions, and suppressions of material facts,
12 were designed to mislead and had a tendency or capacity to mislead and create a
13 false impression in consumers that the Class Vehicles were safe, secure, and
14 reliable, and that they did not contain the Theft Prone Defect. Indeed, those
15 misrepresentations, concealments, omissions, and suppressions of material facts did
16 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
17 about the true safety, and reliability of Class Vehicles, the quality of the Class
18 Vehicles and their brands, and the true value of the Class Vehicles.

19 1582. Defendants' misrepresentations, omissions, and concealment of
20 material facts regarding the Theft Prone Defect and true characteristics of the Class
21 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
22 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
23 were exposed to those misrepresentations, concealments, omissions, and
24 suppressions of material facts, and relied on Defendants' misrepresentations and
25 omissions that the Class Vehicles were safe, secure, and reliable in deciding to
26 purchase and lease those vehicles.

27 1583. Plaintiffs and Class Members' reliance was reasonable, as they had no
28 way of discerning that those representations were false and misleading, or

1 otherwise learning the facts that Defendants had concealed or failed to disclose.
2 Plaintiffs and Class Members did not, and could not, unravel Defendants' deception
3 on their own.

4 1584. Had Plaintiffs and Class Members known the truth about the Theft
5 Prone Defect, they would not have purchased or leased Class Vehicles, or would
6 have paid significantly less for them.

7 1585. Plaintiffs and Class Members suffered ascertainable losses and actual
8 damages as a direct and proximate result of Defendants' concealment,
9 misrepresentations, and/or failure to disclose material information.

10 1586. Defendants' violations present a continuing risk to Plaintiffs and Class
11 Members, as well as to the general public, because the Class Vehicles remain
12 unsafe due to the Theft Prone Defect. The unlawful acts and practices complained
13 of herein affect the public interest.

14 1587. Plaintiffs and Class Members seek an order enjoining Defendants'
15 false advertising, any such orders or judgments as may be necessary to restore to
16 Plaintiffs and Class Members any money acquired by unfair competition, including
17 restitution and/or restitutionary disgorgement, and any other just and proper relief
18 available under the false advertising provisions of the California FAL.

19 1588. Plaintiffs plead this claim separately as well as in the alternative to
20 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
21 for damages are dismissed or judgment is entered on them in favor of Defendants,
22 Plaintiffs would have no adequate legal remedy.

23 **4. Nationwide/California Count 4: Violation of the California**
24 **Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*)**
Against All Defendants.

25 1589. Plaintiffs reallege and incorporate by reference all preceding
26 allegations as though fully set forth herein.
27
28

1 1590. Plaintiffs bring this count under California law, individually and on
2 behalf of the other members of the Hyundai Nationwide Class and Hyundai
3 California Class, against HMA and HMC.

4 1591. Plaintiffs bring this count under California law, individually and on
5 behalf of the other members of the Kia Nationwide Class and Kia California Class,
6 against KA and KC.

7 1592. For purposes of this count, members of the Hyundai Nationwide Class,
8 Hyundai California Class, Kia Nationwide Class, and Kia California Class shall be
9 referred to as “Class Members.”

10 1593. The Class Vehicles are “goods” within the meaning of Cal. Civ. Code
11 § 1761(a).

12 1594. Defendants, Plaintiffs, and Class Members are “persons” within the
13 meaning of Cal. Civ. Code § 1761(c).

14 1595. Plaintiffs and Class Members are “consumers” within the meaning of
15 Cal. Civ. Code § 1761(d).

16 1596. The California Legal Remedies Act (“CLRA”) prohibits “unfair
17 methods of competition and unfair or deceptive acts or practices undertaken by any
18 person in a transaction intended to result or that results in the sale or lease of goods
19 or services to any consumer[.]” Cal. Civ. Code § 1770.

20 1597. In the course of their business, Defendants, through their agents,
21 employees, and/or subsidiaries, violated the CLRA by knowingly and intentionally
22 misrepresenting, omitting, concealing, and/or failing to disclose material facts
23 regarding the quality, reliability, and safety of the Class Vehicles and the Theft
24 Prone Defect, as detailed above.

25 1598. Defendants had an ongoing duty to Plaintiffs and Class Members to
26 refrain from unfair or deceptive practices under the CLRA in the course of their
27 business. Specifically, Defendants owed the Plaintiffs and Class Members a duty to
28

1 disclose all the material facts concerning the Theft Prone Defect in the Class
2 Vehicles because, as detailed above:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 1599. As detailed above, the information concerning the Theft Prone Defect
25 was known to Defendants at the time of advertising and selling the Class Vehicles,
26 all of which was intended to induce consumers to purchase the Class Vehicles.

27 1600. By misrepresenting the Class Vehicles as safe and reliable and by
28 failing to disclose and actively concealing the dangers and risk posed by the Theft

1 Prone Defect, Defendants engaged in one or more of the following unfair or
2 deceptive business practices as defined in Cal. Civ. Code § 1770(a):

- 3 a. representing that the Class Vehicles have characteristics, uses,
4 benefits, and qualities which they do not have;
- 5 b. representing that the Class Vehicles are of a particular standard,
6 quality, and grade when they are not;
- 7 c. advertising the Class Vehicles with the intent not to sell or lease them
8 as advertised; and
- 9 d. representing that the subject of a transaction has been supplied in
10 accordance with a previous representation when it has not.

11 Cal. Civ. Code §§ 1770(a)(5), (7), (9), and (16).

12 1601. Defendants intended for Plaintiffs and Class Members to rely on them
13 to provide adequately designed Class Vehicles, and to honestly and accurately
14 reveal the safety hazards described above.

15 1602. Defendants' unfair or deceptive acts or practices were designed to
16 mislead and had a tendency or capacity to mislead and create a false impression in
17 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
18 Vehicles were not affected by the Theft Prone Defect. Indeed, those
19 misrepresentations, concealments, omissions, and suppressions of material facts did
20 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
21 about the true safety and reliability of Class Vehicles, the quality of the Class
22 Vehicles, and the true value of the Class Vehicles.

23 1603. Defendants' misrepresentations, omissions, and concealment of
24 material facts regarding the Theft Prone Defect and true characteristics of the Class
25 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
26 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
27 were exposed to those misrepresentations, concealments, omissions, and
28 suppressions of material facts, and relied on Defendants' misrepresentations that the

1 Class Vehicles were safe and reliable in deciding to purchase and lease Class
2 Vehicles.

3 1604. Plaintiffs' and Class Members' reliance was reasonable, as they had no
4 way of discerning Defendants' representations were false and misleading, or
5 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
6 alleged above. Plaintiffs and Class Members did not, and could not, unravel
7 Defendants' deception on their own.

8 1605. Had they known the truth about the Theft Prone Defect, Plaintiffs and
9 Class Members would not have purchased or leased the Class Vehicles, or would
10 have paid significantly less for them.

11 1606. Plaintiffs and Class Members suffered ascertainable losses and actual
12 damages as a direct and proximate result of Defendants' concealment,
13 misrepresentations, and/or failure to disclose material information.

14 1607. Defendants' violations present a continuing risk to Plaintiffs and Class
15 Members, as well as to the general public, because the Class Vehicles remain
16 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
17 complained of herein affect the public interest.

18 1608. In accordance with § 1782(a) of the CLRA, Plaintiffs' counsel on
19 behalf of Plaintiffs and the Class Members, served Defendants via Certified Mail on
20 August 18, 2022, and September 12, 2022 with notice of their alleged violations of
21 Cal. Civ. Code § 1770(a) relating to the Class Vehicles purchased by Plaintiffs and
22 Class Members and demanded that they correct or agree to correct the actions
23 described therein within thirty (30) days of such notice. Because Defendants failed
24 to adequately remedy their unlawful conduct within the requisite time period, the
25 Plaintiffs seek all damages and relief to which they and the Class Members are
26 entitled.

27 1609. Pursuant to Cal. Civ. Code § 1780(a), Plaintiffs seek an order
28 enjoining Defendants from engaging in the methods, acts, or practices alleged

herein, including further concealment of the Theft Prone Defect, and awarding actual damages, treble damages, restitution, attorneys' fees, and any other just and proper relief available under the CLRA.

5. Nationwide / California Count 5: Violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200) Against All Defendants.

1610. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1611. Plaintiffs bring this count under California law, individually and on behalf of the other members of the Hyundai Nationwide Class and Hyundai California Class, against HMA and HMC.

1612. Plaintiffs bring this count under California law, individually and on behalf of the other members of the Kia Nationwide Class and Kia California Class, against KA and KC.

1613. For purposes of this count, members of the Hyundai Nationwide Class, Hyundai California Class, Kia Nationwide Class, and Kia California Class shall be referred to as "Class Members."

1614. The California Unfair Competition Law ("UCL"), California Business and Professions Code § 17200, prohibits any "unlawful, unfair, or fraudulent business acts or practices."

1615. Defendants' knowing and intentional conduct described in this complaint constitutes unlawful, unfair, and fraudulent business acts and practices in violation of the UCL. Specifically, Defendants' conduct is unlawful, unfair, and fraudulent in at least the following ways:

- a. By knowingly and intentionally concealing from Plaintiffs and Class Members that the Class Vehicles suffer from the Theft Prone Defect while obtaining money from Plaintiffs and Class Members;
- b. By purposefully designing and manufacturing the Class Vehicles to contain the Theft Prone Defect, concealing the Theft Prone Defect

1 from Plaintiffs and the Class Members, and failing to fix the Theft
2 Prone Defect free of charge; and

3 c. By marketing the Class Vehicles as safe, convenient, and defect free,
4 with cutting edge technology, all while knowing of the Theft Prone
5 Defect.

6 1616. The Class Vehicles are defectively designed for the reasons set forth
7 above, including that the Class Vehicles can be started by simply defeating the key
8 slot/starting system and using a common USB cable (or any other similarly shaped
9 object) to activate the engine and achieve both forward self-mobility and steering.
10 Upon information and belief, at this point, the USB cable can be removed without
11 deactivating the engine. Accordingly, the Class Vehicles do not contain starting
12 systems with anti-theft features or design elements that would prevent forward self-
13 mobility and steering when the key is removed from the starting system.

14 1617. In intentionally deciding—uniquely among manufacturers selling
15 vehicles in the United States—not to equip Class Vehicles with sufficient anti-theft
16 design, Defendants committed an unlawful business act or practice in violation of
17 § 17200.

18 1618. Defendants also committed an unlawful business act or practice in
19 violation of § 17200 by violating the California FAL, the CLRA, and other laws
20 alleged herein.

21 1619. Defendants’ acts, omission, and conduct were also “unfair” because
22 they offend public policy and constitute immoral, unethical, and unscrupulous
23 activities that caused substantial injury, including to Plaintiffs and Class Members.
24 The gravity of harm resulting from Defendants’ conduct outweighs any potential
25 benefits attributable to the conduct and there were reasonably available alternatives
26 to further Defendants legitimate business interests.

1 1620. Selling cars without anti-theft features or design elements sufficient to
2 comply with FMVSS 114 is unfair to consumers because it exposes consumers to
3 elevated risks of theft without fair warning or justification.

4 1621. Defendants failed to provide notice that the Class Vehicles lacked any
5 anti-theft feature or design element sufficient to provide an adequate theft deterrent,
6 or otherwise comply with FMVSS 114, and failed to give any notice as to the risks
7 associated with operating or even owning a vehicle that does not comply with
8 FMVSS 114.

9 1622. Defendants intentionally failed to disclose and actively concealed the
10 fact that the Class Vehicles were defective and also did not comply with FMVSS
11 114. In marketing materials, Defendants often advertised that higher-end trim
12 packages came with a “push button start” feature rather than a traditional turn-key
13 ignition. However, Defendants did not inform consumers that the Class Vehicles
14 were being sold without adequate anti-theft protection to safeguard life and
15 property. Defendants long have provided immobilizers as standard technology in
16 select higher-end models and as a feature in higher-end trim packages on other
17 models. Meanwhile, the less expensive trim packages of those same models were
18 manufactured and sold without an immobilizer or any other anti-theft feature or
19 design element that would prevent theft and satisfy FMVSS 114.

20 1623. Defendants did not include features or design elements on the Class
21 Vehicles that would bring those vehicles into compliance with the letter or intent of
22 FMVSS 114. Thus, Defendants designed, developed, manufactured, marketed, and
23 sold their vehicles in a dangerous and defective condition. This too was unfair to
24 consumers, and therefore violated the UCL.

25 1624. Additionally, Defendants committed fraudulent acts or practices in
26 violation of § 17200. Specifically, as alleged in detail above, Defendants designed,
27 developed, manufactured, and/or knowingly and intentionally marketed and sold
28 Class Vehicles with the Theft Prone Defect, while misrepresenting the safety,

1 quality, and reliability of the Class Vehicles, and/or and omitting, and failing to
2 disclose material facts regarding the existence, nature, and scope of the Theft Prone
3 Defect in the Class Vehicles from consumers, including Plaintiffs and Class
4 Members.

5 1625. Defendants had an ongoing duty to Plaintiffs and other Class Members
6 to refrain from unfair or deceptive practices in the course of their business.
7 Specifically, Defendants owed Plaintiffs and Class Members a duty to disclose all
8 the material facts concerning the Theft Prone Defect because:

- 9 a. Defendants had exclusive access to and far superior knowledge about
10 facts regarding the Theft Prone Defect and Defendants knew these
11 facts were not known to or reasonably discoverable by Plaintiffs or
12 Class Members;
- 13 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
14 and Class Members lack the sophisticated expertise in vehicle
15 components that would be necessary to discover the Theft Prone
16 Defect on their own;
- 17 c. Defendants knew that the Theft Prone Defect gave rise to safety
18 concerns for the consumers who use the Class Vehicles, and the Theft
19 Prone Defect would have been a material fact to the Class Members'
20 decisions to buy or lease Class Vehicles; and
- 21 d. Defendants made incomplete representations about the safety and
22 reliability of the Class Vehicles while purposefully withholding
23 material facts about a known safety defect. In uniform advertising and
24 materials provided with each Class Vehicle, HMA, and KA
25 intentionally concealed, suppressed, and failed to disclose to the
26 consumers that the Class Vehicles contained the Theft Prone Defect.
27 Because they volunteered to provide information about the Class
28 Vehicles that they marketed and offered for sale and lease to

1 consumers, HMA and KA had the duty to disclose the whole truth.

2 1626. Defendants' unfair or deceptive acts or practices were designed to
3 mislead and had a tendency or capacity to mislead and create a false impression in
4 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
5 Vehicles were not affected by the Theft Prone Defect. Indeed, those
6 misrepresentations, concealments, omissions, and suppressions of material facts did
7 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
8 about the true safety and reliability of Class Vehicles, the quality of the Class
9 Vehicles, and the true value of the Class Vehicles.

10 1627. Defendants' misrepresentations, omissions, and concealment of
11 material facts regarding the Theft Prone Defect and true characteristics of the Class
12 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
13 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
14 were exposed to those misrepresentations, concealments, omissions, and
15 suppressions of material facts, and relied on Defendants' misrepresentations that the
16 Class Vehicles were safe and reliable in deciding to purchase and lease Class
17 Vehicles.

18 1628. Plaintiffs' and Class Members' reliance was reasonable, as they had no
19 way of discerning Defendants' representations were false and misleading, or
20 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
21 alleged above. Plaintiffs and Class Members did not, and could not, unravel
22 Defendants' deception on their own. Had they known the truth about the Theft
23 Prone Defect, Plaintiffs and Class Members would not have purchased or leased the
24 Class Vehicles, or would have paid significantly less for them.

25 1629. Accordingly, Plaintiffs and Class Members have suffered ascertainable
26 loss and actual damages as a direct and proximate result of Defendants'
27 concealment of and failure to disclose material information regarding the Theft
28 Prone Defect.

1 1630. Defendants' violations present a continuing risk to Plaintiffs and Class
2 Members as well as to the general public. Defendants' unlawful acts and practices
3 complained of herein affect the public interest.

4 1631. Plaintiffs request that this Court enter an order enjoining Defendants
5 from continuing their unfair, unlawful, and/or deceptive practices and restoring to
6 Plaintiffs and Class Members any money Defendants acquired by unfair
7 competition as provided in Cal. Bus. & Prof. Code § 17203 and Cal. Bus. & Prof.
8 Code § 3345, and for such other relief set forth below.

9 1632. Plaintiffs plead this claim separately as well as in the alternative to
10 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
11 for damages are dismissed or judgment is entered on them in favor of Defendants,
12 Plaintiffs will have no adequate legal remedy.

13 **6. Nationwide / California Count 6: Fraud by Omission and**
14 **Concealment Against All Defendants**

15 1633. Plaintiffs reallege and incorporate by reference all preceding
16 allegations as though fully set forth herein.

17 1634. Plaintiffs bring this count under California law, individually and on
18 behalf of the other members of the Hyundai Nationwide Class and Hyundai
19 California Class, against HMA and HMC.

20 1635. Plaintiffs bring this count under California law, individually and on
21 behalf of the other members of the Kia Nationwide Class and Kia California Class,
22 against KA and KC.

23 1636. For purposes of this count, members of the Hyundai Nationwide Class,
24 Hyundai California Class, Kia Nationwide Class, and Kia California Class shall be
25 referred to as "Class Members."

26 1637. Defendants were aware of the Theft Prone Defect when they marketed
27 and sold the Class Vehicles to Plaintiffs and Class Members.
28

1 1638. Having been aware of the Theft Prone Defect within the Class
2 Vehicles, and having known that Plaintiffs and Class Members could not have
3 reasonably been expected to know of the Theft Prone Defect, Defendants had a
4 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
5 connection with the sale of the Class Vehicles. Defendants further had a duty to
6 disclose the Theft Prone Defect because:

- 7 a. Defendants had exclusive access to and far superior knowledge about
8 facts regarding the Theft Prone Defect and Defendants knew these
9 facts were not known to or reasonably discoverable by Plaintiffs or
10 Class Members;
- 11 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
12 and Class Members lack the sophisticated expertise in vehicle
13 components that would be necessary to discover the Theft Prone
14 Defect on their own;
- 15 c. Defendants knew that the Theft Prone Defect gave rise to safety
16 concerns for the consumers who use the Class Vehicles, and the Theft
17 Prone Defect would have been a material fact to the Class Members'
18 decisions to buy or lease Class Vehicles; and
- 19 d. Defendants made incomplete representations about the safety and
20 reliability of the Class Vehicles while purposefully withholding
21 material facts about a known safety defect. In uniform advertising and
22 materials provided with each Class Vehicle, HMA, and KA
23 intentionally concealed, suppressed, and failed to disclose to the
24 consumers that the Class Vehicles contained the Theft Prone Defect.
25 Because they volunteered to provide information about the Class
26 Vehicles that they marketed and offered for sale and lease to
27 consumers, HMA and KA had the duty to disclose the whole truth.
28

1 1639. In breach of their duties, Defendants failed to disclose the Theft Prone
2 Defect to Plaintiffs and Class Members in connection with the sale of the Class
3 Vehicles.

4 1640. For the reasons set forth above, the Theft Prone Defect within the
5 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
6 person would find it important in purchasing, leasing, or retaining a new or used
7 motor vehicle and because it directly impacts the value of the Class Vehicles
8 purchased or leased by the Plaintiffs and Class Members.

9 1641. Defendants intended for the Plaintiffs and Class Members to rely on
10 their omissions and concealment—which they did by purchasing and leasing the
11 Class Vehicles at the prices they paid believing that their vehicles would not have a
12 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
13 Vehicles.

14 1642. Plaintiffs and Class Members' reliance was reasonable, as they had no
15 way of discerning that learning the facts that Defendants had concealed or failed to
16 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
17 deception on their own.

18 1643. Defendants actively concealed and suppressed these material facts, in
19 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
20 to avoid costly recalls that would expose them to liability for those expenses and
21 harm the commercial reputations of Defendants and their products. They did so at
22 the expense of Plaintiffs and Class Members.

23 1644. If Defendants had fully and adequately disclosed the Theft Prone
24 Defect to consumers, Plaintiffs and Class Members would have seen such a
25 disclosure.

26 1645. Through their omissions and concealment with respect to the Theft
27 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
28 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they

1 otherwise would not have purchased, or pay more for a Class Vehicle than they
2 otherwise would have paid.

3 1646. Had Plaintiffs and Class Members known of the Theft Prone Defect
4 within the Class Vehicles, they would not have purchased the Class Vehicles or
5 would have paid less for them.

6 1647. As a direct and proximate result of Defendants' omissions, Plaintiffs
7 and other Class Members either overpaid for the Class Vehicles or would not have
8 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
9 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
10 damages in an amount to be proven at trial.

11 1648. Defendants' acts were done maliciously, oppressively, deliberately,
12 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
13 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
14 an assessment of punitive damages, as permitted by law, in an amount sufficient to
15 deter such conduct in the future, which amount shall be determined according to
16 proof at trial.

17 **7. Nationwide / California Count 7: Unjust Enrichment Against All**
18 **Defendants**

19 1649. Plaintiffs reallege and incorporate by reference all allegations in
20 Sections I-VI as if fully set forth herein.

21 1650. Plaintiffs bring this count under California law, individually and on
22 behalf of the other members of the Hyundai Nationwide Class and Hyundai
23 California Class, against HMA and HMC.

24 1651. Plaintiffs bring this count under California law, individually and on
25 behalf of the other members of the Kia Nationwide Class and Kia California Class,
26 against KA and KC.
27
28

1 1652. For purposes of this count, members of the Hyundai Nationwide Class,
2 Hyundai California Class, Kia Nationwide Class, and Kia California Class shall be
3 referred to as “Class Members.”

4 1653. When they purchased and leased the Class Vehicles, Plaintiffs and
5 Class Members conferred tangible and material economic benefits upon
6 Defendants, who readily accepted and retained these benefits.

7 1654. Plaintiffs and Class Members would not have purchased or leased their
8 Class Vehicles, or would have paid less for them, had they known of the Theft
9 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
10 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
11 and Class Members.

12 1655. Defendants appreciated these economic benefits. These benefits were
13 the expected result of Defendants acting in their pecuniary interest at the expense of
14 their customers. They knew of these benefits because they were aware of the Theft
15 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
16 and Class Members regarding the nature and quality of the Class Vehicles while
17 profiting from this deception.

18 1656. It would be unjust, inequitable, and unconscionable for Defendants to
19 retain these benefits, including because they were procured as a result of their
20 wrongful conduct alleged above.

21 1657. Plaintiffs and Class Members are entitled to restitution of the benefits
22 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
23 Class Members to the position they occupied prior to dealing with those
24 Defendants, with such amounts to be determined at trial.

25 1658. Plaintiffs plead this claim separately as well as in the alternative to
26 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs’ claims
27 for damages are dismissed or judgment is entered on them in favor of Defendants,
28 Plaintiffs will have no adequate legal remedy.

B. State Counts

1. Alabama

a. Alabama Count 1: Breach of Implied Warranty of Merchantability (Ala. Code §§ 7-2-314 and 7-2a-212) Against HMA and KA

1659. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1660. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Alabama Class, against HMA.

1661. Plaintiffs bring this count individually and on behalf of the other members of the Kia Alabama Class, against KA.

1662. For purposes of this count, the Hyundai Alabama Class Members and Kia Alabama Class Members together shall be referred to as “Class Members.”

1663. For purposes of this count, HMA and KA together shall be referred to as “Defendants.”

1664. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which such goods are used is implied by law pursuant to Ala. Code §§ 7-2-314 and 7-2A-212.

1665. Defendants are and were at all relevant times “merchants” with respect to motor vehicles Ala. Code §§ 7-2-104(1) and 7-2A-103(3), and “sellers” of motor vehicles under § 7-2-103(1)(d).

1666. With respect to leases, Defendants are and were at all relevant times “lessors” of motor vehicles under Ala. Code § 7-2A-103(1)(p).

1667. Plaintiffs and Class Members who purchased Class Vehicles in Alabama are “buyers” within the meaning of Ala. Code § 7-2-103(1)(a).

1668. Plaintiffs and Class Members who leased Class Vehicles in Alabama are “lessees” within the meaning of Ala. Code 7-2A-103(1)(n).

1669. The Class Vehicles were at all relevant times “goods” within the meaning of Ala. Code §§ 7-2-105(1) and 7-2A-103(1)(h).

1 1670. Defendants knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
3 Class Members with an implied warranty that the Class Vehicles and any parts
4 thereof were merchantable and fit for the ordinary purposes for which they were
5 sold. This implied warranty included, among other things, a warranty that the Class
6 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
7 safe and reliable for providing transportation, would not be vulnerable to an
8 abnormally high risk of theft, and complied with applicable federal and state laws
9 and regulations, including FMVSS 114.

10 1671. However, the Class Vehicles did not comply with the implied warranty
11 of merchantability because they were defective and not in merchantable condition,
12 would not pass without objection in the trade, and were not fit for their ordinary
13 purpose of providing reasonably reliable, safe, and secure transportation at the time
14 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
15 Prone Defect, lacking any anti-theft features or design elements to provide an
16 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
17 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
18 vulnerable to theft, making them prime targets to be used as instrumentalities
19 through which thieves engage in reckless driving or other criminal activity.

20 1672. Any attempt by Defendants to disclaim or limit the implied warranty
21 of merchantability for their respective Class Vehicles vis-à-vis consumers is
22 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
23 are unenforceable because Defendants knowingly sold or leased defective Class
24 Vehicles without informing consumers about the Theft Prone Defect. The time
25 limits contained in Defendants' warranty periods were also unconscionable and
26 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
27 and Class Members had no meaningful choice in determining these time
28 limitations, the terms of which unreasonably favored Defendants. A gross disparity

1 in bargaining power existed between Defendants and Plaintiffs and other Class
2 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
3 sale.

4 1673. Furthermore, the circumstances described herein caused Defendants'
5 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
6 Class Members may seek alternative remedies. Indeed, these breaches of warranties
7 have denied Plaintiffs and Class Members the benefit of their respective bargains,
8 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
9 manner without the ever-present risk of them being stolen.

10 1674. Plaintiffs and Class Members have provided Defendants with
11 reasonable notice and opportunity to cure the breaches of their implied warranties
12 by way of the numerous complaints filed against them and the individual notice
13 letters sent by Class Members within a reasonable amount of time after the Theft
14 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
15 2022, Class Members sent notice letters to them.

16 1675. Alternatively, Plaintiffs and the Class Members were excused from
17 providing Defendants with notice and an opportunity to cure the breach, because it
18 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
19 have long known that the Class Vehicles contained the Theft Prone Defect;
20 however, to date, Defendants have not instituted an adequate and meaningful repair
21 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
22 had no reason to believe that Defendants would have adequately repaired the Theft
23 Prone Defect if they presented their Class Vehicles to them for repair.

24 1676. As a direct and proximate result of Defendants' breach of the implied
25 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
26 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
27 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
28 amount to be proven at trial.

b. Alabama Count 2: Violation of the Alabama Deceptive Trade Practices Act (Ala. Code §§ 8-19-1, et seq.) Against All Defendants

1677. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1678. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Alabama Class, against HMA and HMC.

1679. Plaintiffs bring this count individually and on behalf of the other members of the Kia Alabama Class, against KA and KC.

1680. For purposes of this count, the Hyundai Alabama Class Members and Kia Alabama Class Members shall be referred to as “Class Members.”

1681. Defendants, Plaintiffs, and Class Members are “persons” within the meaning of Ala. Code § 8-19-3(5).

1682. Plaintiffs and Class Members are “consumers” within the meaning of Ala. Code § 8-19-3(2).

1683. The Class Vehicles are “goods” within the meaning of Ala. Code. § 8-19-3(3).

1684. Defendants were and are engaged in “trade or commerce” within the meaning of Ala. Code § 8-19-3(8).

1685. The Alabama Deceptive Trade Practices Act (“Alabama DTPA”) prohibits “deceptive acts or practices in the conduct of any trade or commerce[.]” Ala. Code § 8-19-5.

1686. In the course of their business, Defendants, through their agents, employees, and/or subsidiaries, violated the Alabama DTPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the quality, reliability, and safety of the Class Vehicles and the Theft Prone Defect, as detailed above.

1687. Defendants had an ongoing duty to Plaintiffs and Class Members to refrain from unfair or deceptive practices under the Alabama DTPA in the course of

1 their business. Specifically, Defendants owed Plaintiffs and Class Members a duty
2 to disclose all the material facts concerning the Theft Prone Defect in the Class
3 Vehicles because, as detailed above:

- 4 a. Defendants had exclusive access to and far superior knowledge about
5 facts regarding the Theft Prone Defect and Defendants knew these
6 facts were not known to or reasonably discoverable by Plaintiffs or
7 Class Members;
- 8 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
9 and Class Members lack the sophisticated expertise in vehicle
10 components that would be necessary to discover the Theft Prone
11 Defect on their own;
- 12 c. Defendants knew that the Theft Prone Defect gave rise to safety
13 concerns for the consumers who use the Class Vehicles, and the Theft
14 Prone Defect would have been a material fact to the Class Members'
15 decisions to buy or lease Class Vehicles; and
- 16 d. Defendants made incomplete representations about the safety and
17 reliability of the Class Vehicles while purposefully withholding
18 material facts about a known safety defect. In uniform advertising and
19 materials provided with each Class Vehicle, HMA, and KA
20 intentionally concealed, suppressed, and failed to disclose to the
21 consumers that the Class Vehicles contained the Theft Prone Defect.
22 Because they volunteered to provide information about the Class
23 Vehicles that they marketed and offered for sale and lease to
24 consumers, HMA and KA had the duty to disclose the whole truth.

25 1688. As detailed above, the information concerning the Theft Prone Defect
26 was known to Defendants at the time of advertising and selling the Class Vehicles,
27 all of which was intended to induce consumers to purchase the Class Vehicles.
28

1 1689. By misrepresenting the Class Vehicles as safe and reliable and by
2 failing to disclose and actively concealing the dangers and risk posed by the Theft
3 Prone Defect, Defendants engaged in one or more of the following unfair or
4 deceptive business practices prohibited by Ala. Code § 8-19-5:

- 5 a. Causing confusion or of misunderstanding as to the approval or
6 certification of the Class Vehicles;
- 7 b. Representing that the Class Vehicles have approval, characteristics,
8 uses, benefits, and qualities which they do not have;
- 9 c. Representing that the Class Vehicles are of a particular standard,
10 quality, and grade when they are not;
- 11 d. Advertising the Class Vehicles with the intent not to sell or lease them
12 as advertised; and
- 13 e. Engaging in unconscionable, false, misleading, and deceptive acts and
14 practices in the conduct of trade or commerce pertaining to the Class
15 Vehicles.

16 Ala. Code §§ 8-19-5(2), (5), (7), (9) and (27).

17 1690. Defendants intended for Plaintiffs and Class Members to rely on them
18 to provide adequately designed Class Vehicles, and to honestly and accurately
19 reveal the safety hazards described above.

20 1691. Defendants' unfair or deceptive acts or practices were designed to
21 mislead and had a tendency or capacity to mislead and create a false impression in
22 consumers that the Class Vehicles had adequate anti-theft protection, and that the
23 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
24 misrepresentations, concealments, omissions, and suppressions of material facts did
25 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
26 about the true safety and reliability of Class Vehicles, the quality of the Class
27 Vehicles, and the true value of the Class Vehicles.
28

1 1692. Defendants' misrepresentations, omissions, and concealment of
2 material facts regarding the Theft Prone Defect and true characteristics of the Class
3 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
4 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
5 were exposed to those misrepresentations, concealments, omissions, and
6 suppressions of material facts, and relied on Defendants' misrepresentations that the
7 Class Vehicles were safe and reliable in deciding to purchase and lease Class
8 Vehicles.

9 1693. Plaintiffs' and Class Members' reliance was reasonable, as they had no
10 way of discerning Defendants' representations were false and misleading, or
11 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
12 alleged above. Plaintiffs and Class Members did not, and could not, unravel
13 Defendants' deception on their own.

14 1694. Had they known the truth about the Theft Prone Defect, Plaintiffs and
15 Class Members would not have purchased or leased the Class Vehicles, or would
16 have paid significantly less for them.

17 1695. Plaintiffs and Class Members suffered ascertainable losses and actual
18 damages as a direct and proximate result of Defendants' concealment,
19 misrepresentations, and/or failure to disclose material information.

20 1696. Defendants' violations present a continuing risk to Plaintiffs and Class
21 Members, as well as to the general public, because the Class Vehicles remain
22 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
23 complained of herein affect the public interest.

24 1697. On August 18, 2022, and September 12, 2022, Class Members sent
25 Defendants notice of the Theft Prone Defect. Additionally, all Defendants were
26 provided notice of the issues raised in this count and this Complaint by the
27 governmental investigations, the numerous complaints filed against them, internet
28 videos, news reports, and the many individual notice letters sent by Plaintiffs within

1 a reasonable amount of time after the allegations of Class Vehicle defects became
2 public. Because Defendants failed to remedy their unlawful conduct, Plaintiffs seek
3 all damages and relief to which Class Members are entitled.

4 1698. Alternatively, providing notice to Defendants and an opportunity to
5 cure the breach prior to filing suit would have been futile. As alleged above,
6 Defendants have long known that the Class Vehicles contained the Theft Prone
7 Defect, however, did nothing to remedy the Theft Prone Defect.

8 1699. Pursuant to Ala. Code § 8-19-10, Plaintiffs and the Class Members
9 seek an order enjoining Defendants' unfair or deceptive acts and/or practices and
10 awarding damages and any other just and proper relief available under the Alabama
11 DTPA.

12 **c. Alabama Count 3: Fraud by Omission and Concealment**
13 **Against All Defendants**

14 1700. Plaintiffs reallege and incorporate by reference all preceding
15 allegations as though fully set forth herein.

16 1701. Plaintiffs bring this count individually and on behalf of the other
17 members of the Hyundai Alabama Class, against HMA and HMC.

18 1702. Plaintiffs bring this count individually and on behalf of the other
19 members of the Kia Alabama Class, against KA and KC.

20 1703. For purposes of this count, the Hyundai Alabama Class Members and
21 Kia Alabama Class Members shall be referred to as "Class Members."

22 1704. Defendants were aware of the Theft Prone Defect when they marketed
23 and sold the Class Vehicles to Plaintiffs and Class Members.

24 1705. Having been aware of the Theft Prone Defect within the Class
25 Vehicles, and having known that Plaintiffs and Class Members could not have
26 reasonably been expected to know of the Theft Prone Defect, Defendants had a
27 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
28

1 connection with the sale of the Class Vehicles. Defendants further had a duty to
2 disclose the Theft Prone Defect because:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 1706. In breach of their duties, Defendants failed to disclose the Theft Prone
25 Defect to Plaintiffs and Class Members in connection with the sale of the Class
26 Vehicles.

27 1707. For the reasons set forth above, the Theft Prone Defect within the
28 Class Vehicles is material to the sale of the Class Vehicles because a reasonable

1 person would find it important in purchasing, leasing, or retaining a new or used
2 motor vehicle and because it directly impacts the value of the Class Vehicles
3 purchased or leased by the Plaintiffs and Class Members.

4 1708. Defendants intended for the Plaintiffs and Class Members to rely on
5 their omissions and concealment—which they did by purchasing and leasing the
6 Class Vehicles at the prices they paid believing that their vehicles would not have a
7 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
8 Vehicles.

9 1709. Plaintiffs and Class Members' reliance was reasonable, as they had no
10 way of discerning that learning the facts that Defendants had concealed or failed to
11 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
12 deception on their own.

13 1710. Defendants actively concealed and suppressed these material facts, in
14 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
15 to avoid costly recalls that would expose them to liability for those expenses and
16 harm the commercial reputations of Defendants and their products. They did so at
17 the expense of Plaintiffs and Class Members.

18 1711. If Defendants had fully and adequately disclosed the Theft Prone
19 Defect to consumers, Plaintiffs and Class Members would have seen such a
20 disclosure.

21 1712. Through their omissions and concealment with respect to the Theft
22 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
23 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
24 otherwise would not have purchased, or pay more for a Class Vehicle than they
25 otherwise would have paid.

26 1713. Had Plaintiffs and Class Members known of the Theft Prone Defect
27 within the Class Vehicles, they would not have purchased the Class Vehicles or
28 would have paid less for them.

1 1714. As a direct and proximate result of Defendants' omissions, Plaintiffs
2 and other Class Members either overpaid for the Class Vehicles or would not have
3 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
4 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
5 damages in an amount to be proven at trial.

6 1715. Defendants' acts were done maliciously, oppressively, deliberately,
7 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
8 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
9 an assessment of punitive damages, as permitted by law, in an amount sufficient to
10 deter such conduct in the future, which amount shall be determined according to
11 proof at trial.

12 **d. Alabama Count 4: Unjust Enrichment Against All**
13 **Defendants**

14 1716. Plaintiffs reallege and incorporate by reference all allegations in
15 Sections I-VI as if fully set forth herein.

16 1717. Plaintiffs bring this count under Alabama law, individually and on
17 behalf of the other members of the Hyundai Alabama Class, against HMA and
18 HMC.

19 1718. Plaintiffs bring this count under Alabama law, individually and on
20 behalf of the other members of the Kia Alabama Class, against KA and KC.

21 1719. For purposes of this count, members of the Hyundai Alabama Class
22 and Kia Alabama Class shall be referred to as "Class Members."

23 1720. When they purchased and leased the Class Vehicles, Plaintiffs and
24 Class Members conferred tangible and material economic benefits upon
25 Defendants, who readily accepted and retained these benefits.

26 1721. Plaintiffs and Class Members would not have purchased or leased their
27 Class Vehicles, or would have paid less for them, had they known of the Theft
28 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from

1 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
2 and Class Members.

3 1722. Defendants appreciated these economic benefits. These benefits were
4 the expected result of Defendants acting in their pecuniary interest at the expense of
5 their customers. They knew of these benefits because they were aware of the Theft
6 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
7 and Class Members regarding the nature and quality of the Class Vehicles while
8 profiting from this deception.

9 1723. It would be unjust, inequitable, and unconscionable for Defendants to
10 retain these benefits, including because they were procured as a result of their
11 wrongful conduct alleged above.

12 1724. Plaintiffs and Class Members are entitled to restitution of the benefits
13 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
14 Class Members to the position they occupied prior to dealing with those
15 Defendants, with such amounts to be determined at trial.

16 1725. Plaintiffs plead this claim separately as well as in the alternative to
17 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
18 for damages are dismissed or judgment is entered on them in favor of Defendants,
19 Plaintiffs will have no adequate legal remedy.

20 **2. Alaska**

21 **a. Alaska Count 1: Breach of Implied Warranty (Alaska Stat.**
22 **Ann. §§ 45.02.314 and 45.12.212) Against HMA and KA**

23 1726. Plaintiffs reallege and incorporate by reference all preceding
24 allegations as though fully set forth herein.

25 1727. Plaintiffs reallege and incorporate by reference all preceding
26 allegations as though fully set forth herein.

27 1728. Plaintiffs bring this count individually and on behalf of the other
28 members of the Hyundai Alaska Class, against HMA.

1 1729. Plaintiffs bring this count individually and on behalf of the other
2 members of the Kia Alaska Class, against KA.

3 1730. For purposes of this count, the Hyundai Alaska Class Members and
4 Kia Alaska Class Members together shall be referred to as “Class Members.”

5 1731. For purposes of this count, HMA and KA together shall be referred to
6 as “Defendants.”

7 1732. “Defendants were at all relevant times “merchants” with respect to
8 motor vehicles under Alaska Stat. Ann. §§ 45.02.104(a) and 45.12.103(c)(11), and
9 “sellers” of motor vehicles under § 45.02.103(a)(4).

10 1733. With respect to leases, Defendants are and were at all relevant times
11 “lessors” of motor vehicles under Alaska Stat. Ann. § 45.12.103(a)(16).

12 1734. The Class Vehicles are and were at all relevant times “goods” within
13 the meaning of Alaska Stat. Ann. §§ 45.02.105(a) and 45.12.103(a)(8).

14 1735. A warranty that the Class Vehicles were in merchantable condition and
15 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
16 to Alaska Stat. §§ 45.02.314 and 45.12.212.

17 1736. Defendants knew or had reason to know of the specific use for which
18 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
19 Class Members with an implied warranty that the Class Vehicles and any parts
20 thereof were merchantable and fit for the ordinary purposes for which they were
21 sold. This implied warranty included, among other things, a warranty that the Class
22 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
23 safe and reliable for providing transportation, would not be vulnerable to an
24 abnormally high risk of theft, and complied with applicable federal and state laws
25 and regulations, including FMVSS 114.

26 1737. However, the Class Vehicles did not comply with the implied warranty
27 of merchantability because they were defective and not in merchantable condition,
28 would not pass without objection in the trade, and were not fit for their ordinary

1 purpose of providing reasonably reliable, safe, and secure transportation at the time
2 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
3 Prone Defect, lacking any anti-theft features or design elements to provide an
4 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
5 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
6 vulnerable to theft, making them prime targets to be used as instrumentalities
7 through which thieves engage in reckless driving or other criminal activity.

8 1738. Any attempt by Defendants to disclaim or limit the implied warranty
9 of merchantability for their respective Class Vehicles vis-à-vis consumers is
10 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
11 are unenforceable because Defendants knowingly sold or leased defective Class
12 Vehicles without informing consumers about the Theft Prone Defect. The time
13 limits contained in Defendants' warranty periods were also unconscionable and
14 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
15 and Class Members had no meaningful choice in determining these time
16 limitations, the terms of which unreasonably favored Defendants. A gross disparity
17 in bargaining power existed between Defendants and Plaintiffs and other Class
18 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
19 sale.

20 1739. Furthermore, the circumstances described herein caused Defendants'
21 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
22 Class Members may seek alternative remedies. Indeed, these breaches of warranties
23 have denied Plaintiffs and Class Members the benefit of their respective bargains,
24 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
25 manner without the ever-present risk of them being stolen.

26 1740. Plaintiffs and Class Members have provided Defendants with
27 reasonable notice and opportunity to cure the breaches of their implied warranties
28 by way of the numerous complaints filed against them and the individual notice

1 letters sent by Class Members within a reasonable amount of time after the Theft
2 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
3 2022, Class Members sent notice letters to them.

4 1741. Alternatively, Plaintiffs and the Class Members were excused from
5 providing Defendants with notice and an opportunity to cure the breach, because it
6 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
7 have long known that the Class Vehicles contained the Theft Prone Defect;
8 however, to date, Defendants have not instituted an adequate and meaningful repair
9 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
10 had no reason to believe that Defendants would have adequately repaired the Theft
11 Prone Defect if they presented their Class Vehicles to them for repair.

12 1742. As a direct and proximate result of Defendants' breach of the implied
13 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
14 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
15 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
16 amount to be proven at trial.

17 **b. Alaska Count 2: Violation of the Alaska Unfair Trade**
18 **Practices and Consumer Protection Act (Alaska Stat. Ann.**
§ 45.50.471, et seq.) Against All Defendants

19 1743. Plaintiffs reallege and incorporate by reference all preceding
20 allegations as though fully set forth herein.

21 1744. Plaintiffs bring this count individually and on behalf of the other
22 members of the Hyundai Alaska Class, against HMA and HMC.

23 1745. Plaintiffs bring this count individually and on behalf of the other
24 members of the Kia Alaska Class, against KA and KC.

25 1746. For purposes of this count, the Hyundai Alaska Class Members and
26 Kia Alaska Class Members shall be referred to as "Class Members."

27 1747. Plaintiffs and Class Members are "consumers" within the meaning of
28 Alaska Stat. Ann. § 45.50.561.

1 1748. The Alaska Unfair Trade Practices Act and Consumer Protection Act
2 (“Alaska CPA”) declares that “[u]nfair methods of competition and unfair or
3 deceptive acts or practices in the conduct of trade or commerce . . . are unlawful.”
4 Alaska Stat. Ann. § 45.50.471(a).

5 1749. In the course of their business, Defendants through their agents,
6 employees, and/or subsidiaries, violated the Alaska CPA by knowingly and
7 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
8 material facts regarding the quality, reliability, and safety of the Class Vehicles and
9 the Theft Prone Defect, as detailed above.

10 1750. Defendants had an ongoing duty to the Plaintiffs and Class Members
11 to refrain from unfair or deceptive practices under the Alaska CPA in the course of
12 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
13 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
14 Vehicles because, as detailed above:

- 15 a. Defendants had exclusive access to and far superior knowledge about
16 facts regarding the Theft Prone Defect and Defendants knew these
17 facts were not known to or reasonably discoverable by Plaintiffs or
18 Class Members;
- 19 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
20 and Class Members lack the sophisticated expertise in vehicle
21 components that would be necessary to discover the Theft Prone
22 Defect on their own;
- 23 c. Defendants knew that the Theft Prone Defect gave rise to safety
24 concerns for the consumers who use the Class Vehicles, and the Theft
25 Prone Defect would have been a material fact to the Class Members’
26 decisions to buy or lease Class Vehicles; and
- 27 d. Defendants made incomplete representations about the safety and
28 reliability of the Class Vehicles while purposefully withholding

1 material facts about a known safety defect. In uniform advertising and
2 materials provided with each Class Vehicle, HMA, and KA
3 intentionally concealed, suppressed, and failed to disclose to the
4 consumers that the Class Vehicles contained the Theft Prone Defect.
5 Because they volunteered to provide information about the Class
6 Vehicles that they marketed and offered for sale and lease to
7 consumers, HMA and KA had the duty to disclose the whole truth.

8 1751. As detailed above, the information concerning the Theft Prone Defect
9 was known to Defendants at the time of advertising and selling the Class Vehicles,
10 all of which was intended to induce consumers to purchase the Class Vehicles.

11 1752. By misrepresenting the Class Vehicles as safe and reliable and by
12 failing to disclose and actively concealing the dangers and risk posed by the Theft
13 Prone Defect, Defendants engaged in one or more of the following unfair or
14 deceptive business practices prohibited by Alaska Stat. Ann. § 45.50.471(b):

- 15 a. Causing a likelihood of confusion or of misunderstanding as to the
16 approval or certification of the Class Vehicles;
- 17 b. Representing that the Class Vehicles have approval, characteristics,
18 uses, or benefits that they do not have;
- 19 c. Representing that the Class Vehicles are of a particular standard,
20 quality, and grade when they are not;
- 21 d. Advertising the Class Vehicles with the intent not to sell or lease them
22 as advertised;
- 23 e. Engaging in other conduct which created a likelihood of confusion or
24 of misunderstanding and that misleads, deceives, or damages; and
- 25 f. Using or employing deception, fraud, false pretense, false promise or
26 misrepresentation, or the concealment, suppression, or omission of a
27 material fact with intent that others rely upon such concealment,
28 suppression or omission, in connection with the advertisement and

1 sale/lease of the Class Vehicles, whether or not any person has in fact
2 been misled, deceived or damaged thereby.

3 Alaska Stat. Ann. § 45.50.471(b)(3), (4), (6), (8), (11), and (12).

4 1753. Defendants intended for Plaintiffs and Class Members to rely on them
5 to provide adequately designed Class Vehicles, and to honestly and accurately
6 reveal the safety hazards described above.

7 1754. Defendants' unfair or deceptive acts or practices were designed to
8 mislead and had a tendency or capacity to mislead and create a false impression in
9 consumers that the Class Vehicles had adequate anti-theft protection, and that the
10 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
11 misrepresentations, concealments, omissions, and suppressions of material facts did
12 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
13 about the true safety and reliability of Class Vehicles, the quality of the Class
14 Vehicles, and the true value of the Class Vehicles.

15 1755. Defendants' misrepresentations, omissions, and concealment of
16 material facts regarding the Theft Prone Defect and true characteristics of the Class
17 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
18 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
19 were exposed to those misrepresentations, concealments, omissions, and
20 suppressions of material facts, and relied on Defendants' misrepresentations that the
21 Class Vehicles were safe and reliable in deciding to purchase and lease Class
22 Vehicles.

23 1756. Plaintiffs' and Class Members' reliance was reasonable, as they had no
24 way of discerning Defendants' representations were false and misleading, or
25 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
26 alleged above. Plaintiffs and Class Members did not, and could not, unravel
27 Defendants' deception on their own.
28

1 1757. Had they known the truth about the Theft Prone Defect, Plaintiffs and
2 Class Members would not have purchased or leased the Class Vehicles, or would
3 have paid significantly less for them.

4 1758. Plaintiffs and Class Members suffered ascertainable losses and actual
5 damages as a direct and proximate result of Defendants' concealment,
6 misrepresentations, and/or failure to disclose material information.

7 1759. Defendants' violations present a continuing risk to Plaintiffs and Class
8 Members, as well as to the general public, because the Class Vehicles remain
9 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
10 complained of herein affect the public interest.

11 1760. On August 18, 2022, and September 12, 2022, Class Members sent
12 Defendants notice of the Theft Prone Defect. Additionally, all Defendants were
13 provided notice of the issues raised in this count and this Complaint by the
14 governmental investigations, the numerous complaints filed against them, internet
15 videos, news reports, and the many individual notice letters sent by Plaintiffs within
16 a reasonable amount of time after the allegations of Class Vehicle defects became
17 public. Because Defendants failed to remedy their unlawful conduct, Plaintiffs seek
18 all damages and relief to which Class Members are entitled.

19 1761. Alternatively, providing notice to Defendants and an opportunity to
20 cure the breach prior to filing suit would have been futile. As alleged above,
21 Defendants have long known that the Class Vehicles contained the Theft Prone
22 Defect, however, did nothing to remedy the Theft Prone Defect.

23 1762. Pursuant to Alaska Stat. Ann. §§ 45.50.531 and 45.50.535, Plaintiffs
24 and Class Members seek an order enjoining Defendants' unfair or deceptive acts or
25 practices and awarding damages and any other just and proper relief available under
26 the Alaska CPA.

**c. Alaska Count 3: Fraud by Omission and Concealment
Against All Defendants**

1763. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1764. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Alaska Class, against HMA and HMC.

1765. Plaintiffs bring this count individually and on behalf of the other members of the Kia Alaska Class, against KA and KC.

1766. For purposes of this count, the Hyundai Alaska Class Members and Kia Alaska Class Members shall be referred to as “Class Members.”

1767. Defendants were aware of the Theft Prone Defect when they marketed and sold the Class Vehicles to Plaintiffs and Class Members.

1768. Having been aware of the Theft Prone Defect within the Class Vehicles, and having known that Plaintiffs and Class Members could not have reasonably been expected to know of the Theft Prone Defect, Defendants had a duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in connection with the sale of the Class Vehicles. Defendants further had a duty to disclose the Theft Prone Defect because:

- a. Defendants had exclusive access to and far superior knowledge about facts regarding the Theft Prone Defect and Defendants knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members;
- b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs and Class Members lack the sophisticated expertise in vehicle components that would be necessary to discover the Theft Prone Defect on their own;
- c. Defendants knew that the Theft Prone Defect gave rise to safety concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members’
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 1769. In breach of their duties, Defendants failed to disclose the Theft Prone
13 Defect to Plaintiffs and Class Members in connection with the sale of the Class
14 Vehicles.

15 1770. For the reasons set forth above, the Theft Prone Defect within the
16 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
17 person would find it important in purchasing, leasing, or retaining a new or used
18 motor vehicle and because it directly impacts the value of the Class Vehicles
19 purchased or leased by the Plaintiffs and Class Members.

20 1771. Defendants intended for the Plaintiffs and Class Members to rely on
21 their omissions and concealment—which they did by purchasing and leasing the
22 Class Vehicles at the prices they paid believing that their vehicles would not have a
23 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
24 Vehicles.

25 1772. Plaintiffs and Class Members’ reliance was reasonable, as they had no
26 way of discerning that learning the facts that Defendants had concealed or failed to
27 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
28 deception on their own.

1 1773. Defendants actively concealed and suppressed these material facts, in
2 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
3 to avoid costly recalls that would expose them to liability for those expenses and
4 harm the commercial reputations of Defendants and their products. They did so at
5 the expense of Plaintiffs and Class Members.

6 1774. If Defendants had fully and adequately disclosed the Theft Prone
7 Defect to consumers, Plaintiffs and Class Members would have seen such a
8 disclosure.

9 1775. Through their omissions and concealment with respect to the Theft
10 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
11 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
12 otherwise would not have purchased, or pay more for a Class Vehicle than they
13 otherwise would have paid.

14 1776. Had Plaintiffs and Class Members known of the Theft Prone Defect
15 within the Class Vehicles, they would not have purchased the Class Vehicles or
16 would have paid less for them.

17 1777. As a direct and proximate result of Defendants' omissions, Plaintiffs
18 and other Class Members either overpaid for the Class Vehicles or would not have
19 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
20 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
21 damages in an amount to be proven at trial.

22 1778. Defendants' acts were done maliciously, oppressively, deliberately,
23 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
24 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
25 an assessment of punitive damages, as permitted by law, in an amount sufficient to
26 deter such conduct in the future, which amount shall be determined according to
27 proof at trial.
28

d. Alaska Count 4: Unjust Enrichment Against All Defendants

1779. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

1780. Plaintiffs bring this count under Alaska law, individually and on behalf of the other members of the Hyundai Alaska Class, against HMA and HMC.

1781. Plaintiffs bring this count under Alaska law, individually and on behalf of the other members of the Kia Alaska Class, against KA and KC.

1782. For purposes of this count, members of the Hyundai Alaska Class and Kia Alaska Class shall be referred to as “Class Members.”

1783. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

1784. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

1785. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

1786. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

1787. Plaintiffs and Class Members are entitled to restitution of the benefits Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and

1 Class Members to the position they occupied prior to dealing with those
2 Defendants, with such amounts to be determined at trial.

3 1788. Plaintiffs plead this claim separately as well as in the alternative to
4 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
5 for damages are dismissed or judgment is entered on them in favor of Defendants,
6 Plaintiffs will have no adequate legal remedy.

7 **3. Arizona**

8 **a. Arizona Count 1: Breach of Implied Warranty of**
9 **Merchantability (Ala. Code §§ 7-2-314 and 7-2a-212)**
10 **Against HMA and KA**

11 1789. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 1790. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Arizona Class, against HMA.

15 1791. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Arizona Class, against KA.

17 1792. For purposes of this count, the Hyundai Arizona Class Members and
18 Kia Arizona Class Members together shall be referred to as "Class Members."

19 1793. For purposes of this count, HMA and KA together shall be referred to
20 as "Defendants."

21 1794. A warranty that the Class Vehicles were in merchantable condition and
22 fit for the ordinary purpose for which such goods are used is implied by law
23 pursuant to Ariz. Rev. Stat. Ann. §§ 47-2314 and 47-2A212.

24 1795. Defendants are and were at all relevant times "merchants" with respect
25 to motor vehicles under Ariz. Rev. Stat. Ann. §§ 47-2104(A) and 47-2A103(C)(11),
26 and "sellers" of motor vehicles under § 47-2103(A)(4).

27 1796. With respect to leases, Defendants are and were at all relevant times
28 "lessors" of motor vehicles under Ariz. Rev. Stat. Ann. § 47-2a103(A)(16).

1 1797. All Class members who purchased Class Vehicles in Arizona are
2 “buyers” within the meaning of Ariz. Rev. Stat. Ann. § 47-2103(A)(1).

3 1798. All Class members who leased Class Vehicles in Arizona are “lessees”
4 within the meaning of Ariz. Rev. Stat. Ann. § 47-2a103(A)(14).

5 1799. The Class Vehicles are and were at all relevant times “goods” within
6 the meaning of Ariz. Rev. Stat. Ann. §§ 47-2105(A) and 47-2A103(A)(8).

7 1800. Defendants knew or had reason to know of the specific use for which
8 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
9 Class Members with an implied warranty that the Class Vehicles and any parts
10 thereof were merchantable and fit for the ordinary purposes for which they were
11 sold. This implied warranty included, among other things, a warranty that the Class
12 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
13 safe and reliable for providing transportation, would not be vulnerable to an
14 abnormally high risk of theft, and complied with applicable federal and state laws
15 and regulations, including FMVSS 114.

16 1801. However, the Class Vehicles did not comply with the implied warranty
17 of merchantability because they were defective and not in merchantable condition,
18 would not pass without objection in the trade, and were not fit for their ordinary
19 purpose of providing reasonably reliable, safe, and secure transportation at the time
20 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
21 Prone Defect, lacking any anti-theft features or design elements to provide an
22 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
23 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
24 vulnerable to theft, making them prime targets to be used as instrumentalities
25 through which thieves engage in reckless driving or other criminal activity.

26 1802. Any attempt by Defendants to disclaim or limit the implied warranty
27 of merchantability for their respective Class Vehicles vis-à-vis consumers is
28 unconscionable and unenforceable. Specifically, Defendants’ warranty limitations

1 are unenforceable because Defendants knowingly sold or leased defective Class
2 Vehicles without informing consumers about the Theft Prone Defect. The time
3 limits contained in Defendants' warranty periods were also unconscionable and
4 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
5 and Class Members had no meaningful choice in determining these time
6 limitations, the terms of which unreasonably favored Defendants. A gross disparity
7 in bargaining power existed between Defendants and Plaintiffs and other Class
8 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
9 sale.

10 1803. Furthermore, the circumstances described herein caused Defendants'
11 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
12 Class Members may seek alternative remedies. Indeed, these breaches of warranties
13 have denied Plaintiffs and Class Members the benefit of their respective bargains,
14 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
15 manner without the ever-present risk of them being stolen.

16 1804. Plaintiffs and Class Members have provided Defendants with
17 reasonable notice and opportunity to cure the breaches of their implied warranties
18 by way of the numerous complaints filed against them and the individual notice
19 letters sent by Class Members within a reasonable amount of time after the Theft
20 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
21 2022, Class Members sent notice letters to them.

22 1805. Alternatively, Plaintiffs and the Class Members were excused from
23 providing Defendants with notice and an opportunity to cure the breach, because it
24 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
25 have long known that the Class Vehicles contained the Theft Prone Defect;
26 however, to date, Defendants have not instituted an adequate and meaningful repair
27 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
28

1 had no reason to believe that Defendants would have adequately repaired the Theft
2 Prone Defect if they presented their Class Vehicles to them for repair.

3 1806. As a direct and proximate result of Defendants' breach of the implied
4 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
5 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
6 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
7 amount to be proven at trial.

8 **b. Arizona Count 2: Violation of the Arizona Consumer Fraud**
9 **Act (Ariz. Rev. Stat. Ann. § 44-1521, *et seq.*) Against All**
10 **Defendants.**

11 1807. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 1808. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Arizona Class, against HMA and HMC.

15 1809. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Arizona Class, against KA and KC.

17 1810. For purposes of this count, the Hyundai Arizona Class Members and
18 Kia Arizona Class Members shall be referred to as "Class Members."

19 1811. Defendants, Plaintiffs, and Class Members are "persons" within the
20 meaning of Ariz. Rev. Stat. Ann. § 44-1521(6).

21 1812. The Class Vehicles are "merchandise" within the meaning of Ariz.
22 Rev. Stat. Ann § 44-1521(5).

23 1813. The Arizona Consumer Fraud Act ("Arizona CFA") prohibits unlawful
24 business practices and declares them to be unlawful. Ariz. Rev. Stat. Ann § 44-
25 1522(A).

26 1814. In the course of its business, Defendants, through their agents,
27 employees, and/or subsidiaries, violated the Arizona CFA by knowingly and
28 intentionally misrepresenting, omitting, concealing, and/or failing to disclose

1 material facts regarding the quality, reliability, and safety of the Class Vehicles, as
2 detailed above.

3 1815. Defendants had an ongoing duty to Plaintiffs and Class Members to
4 refrain from unfair or deceptive practices under the Arizona CFA in the course of
5 its business. Specifically, Defendants owed the Plaintiffs and Class Members a duty
6 to disclose all the material facts concerning the Theft Prone Defect in the Class
7 Vehicles because, as detailed above:

- 8 a. Defendants had exclusive access to and far superior knowledge about
9 facts regarding the Theft Prone Defect and Defendants knew these
10 facts were not known to or reasonably discoverable by Plaintiffs or
11 Class Members;
- 12 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
13 and Class Members lack the sophisticated expertise in vehicle
14 components that would be necessary to discover the Theft Prone
15 Defect on their own;
- 16 c. Defendants knew that the Theft Prone Defect gave rise to safety
17 concerns for the consumers who use the Class Vehicles, and the Theft
18 Prone Defect would have been a material fact to the Class Members'
19 decisions to buy or lease Class Vehicles; and
- 20 d. Defendants made incomplete representations about the safety and
21 reliability of the Class Vehicles while purposefully withholding
22 material facts about a known safety defect. In uniform advertising and
23 materials provided with each Class Vehicle, HMA, and KA
24 intentionally concealed, suppressed, and failed to disclose to the
25 consumers that the Class Vehicles contained the Theft Prone Defect.
26 Because they volunteered to provide information about the Class
27 Vehicles that they marketed and offered for sale and lease to
28 consumers, HMA and KA had the duty to disclose the whole truth.

1 1816. As detailed above, the information concerning the Theft Prone Defect
2 was known to Defendants at the time of advertising and selling the Class Vehicles,
3 all of which was intended to induce consumers to purchase the Class Vehicles.

4 1817. By misrepresenting the Class Vehicles as safe and reliable and by
5 failing to disclose and actively concealing the dangers and risk posed by the Theft
6 Prone Defect, Defendants engaged in deceptive acts or practices, as outlined in
7 Ariz. Rev. Stat. § 44-1522(A), including using or employing deception, deceptive
8 or unfair acts or practices, fraud, false pretenses, false promises or
9 misrepresentations, or the concealment, suppression or omission of a material fact
10 with intent that others rely upon such concealment, suppression, or omission, in
11 connection with the advertisement and sale or lease of the Class Vehicles.

12 1818. Defendants intended for Plaintiffs and Class Members to rely on them
13 to provide adequately designed Class Vehicles, and to honestly and accurately
14 reveal the safety hazards described above.

15 1819. Defendants' unfair or deceptive acts or practices were designed to
16 mislead and had a tendency or capacity to mislead and create a false impression in
17 consumers that the Class Vehicles had adequate anti-theft protection, and that the
18 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
19 misrepresentations, concealments, omissions, and suppressions of material facts did
20 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
21 about the true safety and reliability of Class Vehicles, the quality of the Class
22 Vehicles, and the true value of the Class Vehicles.

23 1820. Defendants' misrepresentations, omissions, and concealment of
24 material facts regarding the Theft Prone Defect and true characteristics of the Class
25 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
26 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
27 were exposed to those misrepresentations, concealments, omissions, and
28 suppressions of material facts, and relied on Defendants' misrepresentations that the

1 Class Vehicles were safe and reliable in deciding to purchase and lease Class
2 Vehicles.

3 1821. Plaintiffs' and Class Members' reliance was reasonable, as they had no
4 way of discerning Defendants' representations were false and misleading, or
5 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
6 alleged above. Plaintiffs and Class Members did not, and could not, unravel
7 Defendants' deception on their own.

8 1822. Had they known the truth about the Theft Prone Defect, Plaintiffs and
9 Class Members would not have purchased or leased the Class Vehicles, or would
10 have paid significantly less for them.

11 1823. Plaintiffs and Class Members suffered ascertainable losses and actual
12 damages as a direct and proximate result of Defendants' concealment,
13 misrepresentations, and/or failure to disclose material information.

14 1824. Defendants' violations present a continuing risk to Plaintiffs and Class
15 Members, as well as to the general public, because the Class Vehicles remain
16 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
17 complained of herein affect the public interest.

18 1825. Plaintiffs and Class Members seek an order enjoining Defendants'
19 unfair and/or deceptive acts or practices and awarding damages and any other just
20 and proper relief available under the Arizona CFA.

21 **c. Arizona Count 3: Fraud by Omission and Concealment**
22 **Against All Defendants**

23 1826. Plaintiffs reallege and incorporate by reference all preceding
24 allegations as though fully set forth herein.

25 1827. Plaintiffs bring this count individually and on behalf of the other
26 members of the Hyundai Arizona Class, against HMA and HMC.

27 1828. Plaintiffs bring this count individually and on behalf of the other
28 members of the Kia Arizona Class, against KA and KC.

1 1829. For purposes of this count, the Hyundai Arizona Class Members and
2 Kia Arizona Class Members shall be referred to as “Class Members.”

3 1830. Defendants were aware of the Theft Prone Defect when they marketed
4 and sold the Class Vehicles to Plaintiffs and Class Members.

5 1831. Having been aware of the Theft Prone Defect within the Class
6 Vehicles, and having known that Plaintiffs and Class Members could not have
7 reasonably been expected to know of the Theft Prone Defect, Defendants had a
8 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
9 connection with the sale of the Class Vehicles. Defendants further had a duty to
10 disclose the Theft Prone Defect because:

- 11 a. Defendants had exclusive access to and far superior knowledge about
12 facts regarding the Theft Prone Defect and Defendants knew these
13 facts were not known to or reasonably discoverable by Plaintiffs or
14 Class Members;
- 15 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
16 and Class Members lack the sophisticated expertise in vehicle
17 components that would be necessary to discover the Theft Prone
18 Defect on their own;
- 19 c. Defendants knew that the Theft Prone Defect gave rise to safety
20 concerns for the consumers who use the Class Vehicles, and the Theft
21 Prone Defect would have been a material fact to the Class Members’
22 decisions to buy or lease Class Vehicles; and
- 23 d. Defendants made incomplete representations about the safety and
24 reliability of the Class Vehicles while purposefully withholding
25 material facts about a known safety defect. In uniform advertising and
26 materials provided with each Class Vehicle, HMA, and KA
27 intentionally concealed, suppressed, and failed to disclose to the
28 consumers that the Class Vehicles contained the Theft Prone Defect.

1 Because they volunteered to provide information about the Class
2 Vehicles that they marketed and offered for sale and lease to
3 consumers, HMA and KA had the duty to disclose the whole truth.

4 1832. In breach of their duties, Defendants failed to disclose the Theft Prone
5 Defect to Plaintiffs and Class Members in connection with the sale of the Class
6 Vehicles.

7 1833. For the reasons set forth above, the Theft Prone Defect within the
8 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
9 person would find it important in purchasing, leasing, or retaining a new or used
10 motor vehicle and because it directly impacts the value of the Class Vehicles
11 purchased or leased by the Plaintiffs and Class Members.

12 1834. Defendants intended for the Plaintiffs and Class Members to rely on
13 their omissions and concealment—which they did by purchasing and leasing the
14 Class Vehicles at the prices they paid believing that their vehicles would not have a
15 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
16 Vehicles.

17 1835. Plaintiffs and Class Members' reliance was reasonable, as they had no
18 way of discerning that learning the facts that Defendants had concealed or failed to
19 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
20 deception on their own.

21 1836. Defendants actively concealed and suppressed these material facts, in
22 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
23 to avoid costly recalls that would expose them to liability for those expenses and
24 harm the commercial reputations of Defendants and their products. They did so at
25 the expense of Plaintiffs and Class Members.

26 1837. If Defendants had fully and adequately disclosed the Theft Prone
27 Defect to consumers, Plaintiffs and Class Members would have seen such a
28 disclosure.

1 1838. Through their omissions and concealment with respect to the Theft
2 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
3 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
4 otherwise would not have purchased, or pay more for a Class Vehicle than they
5 otherwise would have paid.

6 1839. Had Plaintiffs and Class Members known of the Theft Prone Defect
7 within the Class Vehicles, they would not have purchased the Class Vehicles or
8 would have paid less for them.

9 1840. As a direct and proximate result of Defendants' omissions, Plaintiffs
10 and other Class Members either overpaid for the Class Vehicles or would not have
11 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
12 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
13 damages in an amount to be proven at trial.

14 1841. Defendants' acts were done maliciously, oppressively, deliberately,
15 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
16 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
17 an assessment of punitive damages, as permitted by law, in an amount sufficient to
18 deter such conduct in the future, which amount shall be determined according to
19 proof at trial.

20 **d. Arizona Count 4: Unjust Enrichment Against All**
21 **Defendants**

22 1842. Plaintiffs reallege and incorporate by reference all allegations in
23 Sections I-VI as if fully set forth herein.

24 1843. Plaintiffs bring this count under Arizona law, individually and on
25 behalf of the other members of the Hyundai Arizona Class, against HMA and
26 HMC.

27 1844. Plaintiffs bring this count under Arizona law, individually and on
28 behalf of the other members of the Kia Arizona Class, against KA and KC.

1 1845. For purposes of this count, members of the Hyundai Arizona Class and
2 Kia Arizona Class shall be referred to as “Class Members.”

3 1846. When they purchased and leased the Class Vehicles, Plaintiffs and
4 Class Members conferred tangible and material economic benefits upon
5 Defendants, who readily accepted and retained these benefits.

6 1847. Plaintiffs and Class Members would not have purchased or leased their
7 Class Vehicles, or would have paid less for them, had they known of the Theft
8 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
9 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
10 and Class Members.

11 1848. Defendants appreciated these economic benefits. These benefits were
12 the expected result of Defendants acting in their pecuniary interest at the expense of
13 their customers. They knew of these benefits because they were aware of the Theft
14 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
15 and Class Members regarding the nature and quality of the Class Vehicles while
16 profiting from this deception.

17 1849. It would be unjust, inequitable, and unconscionable for Defendants to
18 retain these benefits, including because they were procured as a result of their
19 wrongful conduct alleged above.

20 1850. Plaintiffs and Class Members are entitled to restitution of the benefits
21 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
22 Class Members to the position they occupied prior to dealing with those
23 Defendants, with such amounts to be determined at trial.

24 1851. Plaintiffs plead this claim separately as well as in the alternative to
25 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs’ claims
26 for damages are dismissed or judgment is entered on them in favor of Defendants,
27 Plaintiffs will have no adequate legal remedy.

28

1 **4. Arkansas**

2 **a. Arkansas Count 1: Breach of Implied Warranty (Ark. Code**
3 **Ann. §§ 4-2-314 and 4-2A-212) Against HMA and KA**

4 1852. Plaintiffs reallege and incorporate by reference all preceding
5 allegations as though fully set forth herein.

6 1853. Plaintiffs bring this count individually and on behalf of the other
7 members of the Hyundai Arkansas Class, against HMA.

8 1854. Plaintiffs bring this count individually and on behalf of the other
9 members of the Kia Arkansas Class, against KA.

10 1855. For purposes of this count, the Hyundai Arkansas Class Members and
11 Kia Arkansas Class Members together shall be referred to as “Class Members.”

12 1856. For purposes of this count, HMA and KA together shall be referred to
13 as “Defendants.”

14 1857. Defendants were at all relevant times “merchants” with respect to
15 motor vehicles under Ark. Code Ann. §§ 4-2-104(1) and 4-2A-103(3), and
16 “seller[s]” of motor vehicles under § 4-2-103(1)(d).

17 1858. With respect to leases, Defendants are and were at all relevant times
18 “lessors” of motor vehicles under Ark. Code Ann. § 4-2A-103(1)(p).

19 1859. The Class Vehicles are and were at all relevant times “goods” within
20 the meaning of Ark. Code Ann. §§ 4-2-105(1) and 4-2A-103(1)(h).

21 1860. A warranty that the Class Vehicles were in merchantable condition and
22 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
23 to Ark. Code Ann. §§ 4- 2-314 and 4-2A-212.

24 1861. Defendants knew or had reason to know of the specific use for which
25 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
26 Class Members with an implied warranty that the Class Vehicles and any parts
27 thereof were merchantable and fit for the ordinary purposes for which they were
28 sold. This implied warranty included, among other things, a warranty that the Class

1 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
2 safe and reliable for providing transportation, would not be vulnerable to an
3 abnormally high risk of theft, and complied with applicable federal and state laws
4 and regulations, including FMVSS 114.

5 1862. However, the Class Vehicles did not comply with the implied warranty
6 of merchantability because they were defective and not in merchantable condition,
7 would not pass without objection in the trade, and were not fit for their ordinary
8 purpose of providing reasonably reliable, safe, and secure transportation at the time
9 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
10 Prone Defect, lacking any anti-theft features or design elements to provide an
11 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
12 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
13 vulnerable to theft, making them prime targets to be used as instrumentalities
14 through which thieves engage in reckless driving or other criminal activity.

15 1863. Any attempt by Defendants to disclaim or limit the implied warranty
16 of merchantability for their respective Class Vehicles vis-à-vis consumers is
17 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
18 are unenforceable because Defendants knowingly sold or leased defective Class
19 Vehicles without informing consumers about the Theft Prone Defect. The time
20 limits contained in Defendants' warranty periods were also unconscionable and
21 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
22 and Class Members had no meaningful choice in determining these time
23 limitations, the terms of which unreasonably favored Defendants. A gross disparity
24 in bargaining power existed between Defendants and Plaintiffs and other Class
25 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
26 sale.

27 1864. Furthermore, the circumstances described herein caused Defendants'
28 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and

1 Class Members may seek alternative remedies. Indeed, these breaches of warranties
2 have denied Plaintiffs and Class Members the benefit of their respective bargains,
3 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
4 manner without the ever-present risk of them being stolen.

5 1865. Plaintiffs and Class Members have provided Defendants with
6 reasonable notice and opportunity to cure the breaches of their implied warranties
7 by way of the numerous complaints filed against them and the individual notice
8 letters sent by Class Members within a reasonable amount of time after the Theft
9 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
10 2022, Class Members sent notice letters to them.

11 1866. Alternatively, Plaintiffs and the Class Members were excused from
12 providing Defendants with notice and an opportunity to cure the breach, because it
13 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
14 have long known that the Class Vehicles contained the Theft Prone Defect;
15 however, to date, Defendants have not instituted an adequate and meaningful repair
16 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
17 had no reason to believe that Defendants would have adequately repaired the Theft
18 Prone Defect if they presented their Class Vehicles to them for repair.

19 1867. As a direct and proximate result of Defendants' breach of the implied
20 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
21 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
22 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
23 amount to be proven at trial.

24 **b. Arkansas Count 2: Violation of the Deceptive Trade**
25 **Practices Act (Ark. Code Ann. § 4-88-101, *et seq.*) Against**
26 **All Defendants**

27 1868. Plaintiffs reallege and incorporate by reference all preceding
28 allegations as though fully set forth herein.

1 1869. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai Arkansas Class, against HMA and HMC.

3 1870. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia Arkansas Class, against KA and KC.

5 1871. For purposes of this count, the Hyundai Arkansas Class Members and
6 Kia Arkansas Class Members shall be referred to as “Class Members.”

7 1872. Defendants, Plaintiffs, and Class are “persons” within the meaning of
8 Ark. Code Ann. § 4-88-102(5).

9 1873. The Class Vehicles are “goods” within the meaning of Ark. Code Ann.
10 § 4-88-102(4).

11 1874. The Arkansas Deceptive Trade Practices Act (“Arkansas DTPA”)
12 makes unlawful “[d]eceptive and unconscionable trade practices.” Ark. Code Ann.
13 § 4-88-107(a).

14 1875. In the course of their business, Defendants, through their agents,
15 employees, and/or subsidiaries, violated the Arkansas DTPA by knowingly and
16 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
17 material facts regarding the quality, reliability, and safety of the Class Vehicles and
18 the Theft Prone Defect, as detailed above.

19 1876. Defendants had an ongoing duty to the Plaintiffs and Class Members
20 to refrain from unfair or deceptive practices under the Arkansas DTPA in the course
21 of their business. Specifically, Defendants owed the Plaintiffs and Class Members a
22 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
23 Vehicles because, as detailed above:

24 a. Defendants had exclusive access to and far superior knowledge about
25 facts regarding the Theft Prone Defect and Defendants knew these
26 facts were not known to or reasonably discoverable by Plaintiffs or
27 Class Members;

28 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs

1 and Class Members lack the sophisticated expertise in vehicle
2 components that would be necessary to discover the Theft Prone
3 Defect on their own;

4 c. Defendants knew that the Theft Prone Defect gave rise to safety
5 concerns for the consumers who use the Class Vehicles, and the Theft
6 Prone Defect would have been a material fact to the Class Members'
7 decisions to buy or lease Class Vehicles; and

8 d. Defendants made incomplete representations about the safety and
9 reliability of the Class Vehicles while purposefully withholding
10 material facts about a known safety defect. In uniform advertising and
11 materials provided with each Class Vehicle, HMA, and KA
12 intentionally concealed, suppressed, and failed to disclose to the
13 consumers that the Class Vehicles contained the Theft Prone Defect.
14 Because they volunteered to provide information about the Class
15 Vehicles that they marketed and offered for sale and lease to
16 consumers, HMA and KA had the duty to disclose the whole truth.

17 1877. As detailed above, the information concerning the Theft Prone Defect
18 was known to Defendants at the time of advertising and selling the Class Vehicles,
19 all of which was intended to induce consumers to purchase the Class Vehicles.

20 1878. By misrepresenting the Class Vehicles as safe and reliable and by
21 failing to disclose and actively concealing the dangers and risk posed by the Theft
22 Prone Defect, Defendants engaged in one or more of the following unfair or
23 deceptive business practices prohibited by Ark. Code Ann. § 4-88-107(a):

- 24 a. knowingly making false representations as to the characteristics, uses,
25 benefits, approval, or certification of the Class Vehicles;
26 b. representing that the Class Vehicles are of a particular standard,
27 quality, and grade when they are not;
28 c. advertising the Class Vehicles with the intent not to sell or lease them

1 as advertised; and

2 d. engaging in any other unconscionable, false, or deceptive act or
3 practice.

4 Ark. Code Ann. § 4-88-107(a)(1), (3), and (10).

5 1879. Defendants intended for Plaintiffs and Class Members to rely on them
6 to provide adequately designed Class Vehicles, and to honestly and accurately
7 reveal the safety hazards described above.

8 1880. Defendants deceptive and unconscionable acts or practices, including
9 their misrepresentations, concealments, omissions, and suppressions of material
10 facts, were designed to mislead and had a tendency or capacity to mislead and
11 create a false impression in consumers that the Class Vehicles had adequate anti-
12 theft protection, and that the Class Vehicles were not affected by the Theft Prone
13 Defect. Indeed, those misrepresentations, concealments, omissions, and
14 suppressions of material fact did not in fact deceive reasonable consumers,
15 including Plaintiffs and Class Members, about the true safety and reliability of
16 Class Vehicles, the quality of the Class Vehicles, the true value of the Class
17 Vehicles.

18 1881. Defendants' misrepresentations, omissions, and concealment of
19 material facts regarding the Theft Prone Defect and true characteristics of the Class
20 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
21 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
22 were exposed to those misrepresentations, concealments, omissions, and
23 suppressions of material facts, and relied on Defendants' misrepresentations that the
24 Class Vehicles were safe and reliable in deciding to purchase and lease Class
25 Vehicles.

26 1882. Plaintiffs' and Class Members' reliance was reasonable, as they had no
27 way of discerning Defendants' representations were false and misleading, or
28 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as

1 alleged above. Plaintiffs and Class Members did not, and could not, unravel
2 Defendants' deception on their own.

3 1883. Had they known the truth about the Theft Prone Defect, Plaintiffs and
4 Class Members would not have purchased or leased the Class Vehicles, or would
5 have paid significantly less for them.

6 1884. Plaintiffs and Class Members suffered ascertainable losses and actual
7 damages as a direct and proximate result of Defendants' concealment,
8 misrepresentations, and/or failure to disclose material information.

9 1885. Defendants' violations present a continuing risk to Plaintiffs and Class
10 Members, as well as to the general public, because the Class Vehicles remain
11 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
12 complained of herein affect the public interest.

13 1886. Pursuant to Ark. Code Ann. § 4-88-113(f), Plaintiffs and Class
14 Members seek an order enjoining Defendants' unfair or deceptive acts or practices
15 and awarding other just and proper relief available under the Arkansas DTPA.

16 **c. Arkansas Count 3: Fraud by Omission and Concealment**
17 **Against All Defendants**

18 1887. Plaintiffs reallege and incorporate by reference all preceding
19 allegations as though fully set forth herein.

20 1888. Plaintiffs bring this count individually and on behalf of the other
21 members of the Hyundai Arkansas Class, against HMA and HMC.

22 1889. Plaintiffs bring this count individually and on behalf of the other
23 members of the Kia Arkansas Class, against KA and KC.

24 1890. For purposes of this count, the Hyundai Arkansas Class Members and
25 Kia Arkansas Class Members shall be referred to as "Class Members."

26 1891. Defendants were aware of the Theft Prone Defect when they marketed
27 and sold the Class Vehicles to Plaintiffs and Class Members.
28

1 1892. Having been aware of the Theft Prone Defect within the Class
2 Vehicles, and having known that Plaintiffs and Class Members could not have
3 reasonably been expected to know of the Theft Prone Defect, Defendants had a
4 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
5 connection with the sale of the Class Vehicles. Defendants further had a duty to
6 disclose the Theft Prone Defect because:

- 7 a. Defendants had exclusive access to and far superior knowledge about
8 facts regarding the Theft Prone Defect and Defendants knew these
9 facts were not known to or reasonably discoverable by Plaintiffs or
10 Class Members;
- 11 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
12 and Class Members lack the sophisticated expertise in vehicle
13 components that would be necessary to discover the Theft Prone
14 Defect on their own;
- 15 c. Defendants knew that the Theft Prone Defect gave rise to safety
16 concerns for the consumers who use the Class Vehicles, and the Theft
17 Prone Defect would have been a material fact to the Class Members'
18 decisions to buy or lease Class Vehicles; and
- 19 d. Defendants made incomplete representations about the safety and
20 reliability of the Class Vehicles while purposefully withholding
21 material facts about a known safety defect. In uniform advertising and
22 materials provided with each Class Vehicle, HMA, and KA
23 intentionally concealed, suppressed, and failed to disclose to the
24 consumers that the Class Vehicles contained the Theft Prone Defect.
25 Because they volunteered to provide information about the Class
26 Vehicles that they marketed and offered for sale and lease to
27 consumers, HMA and KA had the duty to disclose the whole truth.
28

1 1893. In breach of their duties, Defendants failed to disclose the Theft Prone
2 Defect to Plaintiffs and Class Members in connection with the sale of the Class
3 Vehicles.

4 1894. For the reasons set forth above, the Theft Prone Defect within the
5 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
6 person would find it important in purchasing, leasing, or retaining a new or used
7 motor vehicle and because it directly impacts the value of the Class Vehicles
8 purchased or leased by the Plaintiffs and Class Members.

9 1895. Defendants intended for the Plaintiffs and Class Members to rely on
10 their omissions and concealment—which they did by purchasing and leasing the
11 Class Vehicles at the prices they paid believing that their vehicles would not have a
12 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
13 Vehicles.

14 1896. Plaintiffs and Class Members' reliance was reasonable, as they had no
15 way of discerning that learning the facts that Defendants had concealed or failed to
16 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
17 deception on their own.

18 1897. Defendants actively concealed and suppressed these material facts, in
19 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
20 to avoid costly recalls that would expose them to liability for those expenses and
21 harm the commercial reputations of Defendants and their products. They did so at
22 the expense of Plaintiffs and Class Members.

23 1898. If Defendants had fully and adequately disclosed the Theft Prone
24 Defect to consumers, Plaintiffs and Class Members would have seen such a
25 disclosure.

26 1899. Through their omissions and concealment with respect to the Theft
27 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
28 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they

1 otherwise would not have purchased, or pay more for a Class Vehicle than they
2 otherwise would have paid.

3 1900. Had Plaintiffs and Class Members known of the Theft Prone Defect
4 within the Class Vehicles, they would not have purchased the Class Vehicles or
5 would have paid less for them.

6 1901. As a direct and proximate result of Defendants' omissions, Plaintiffs
7 and other Class Members either overpaid for the Class Vehicles or would not have
8 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
9 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
10 damages in an amount to be proven at trial.

11 1902. Defendants' acts were done maliciously, oppressively, deliberately,
12 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
13 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
14 an assessment of punitive damages, as permitted by law, in an amount sufficient to
15 deter such conduct in the future, which amount shall be determined according to
16 proof at trial.

17 **d. Arkansas Count 4: Unjust Enrichment Against All**
18 **Defendants**

19 1903. Plaintiffs reallege and incorporate by reference all allegations in
20 Sections I-VI as if fully set forth herein.

21 1904. Plaintiffs bring this count under Arkansas law, individually and on
22 behalf of the other members of the Hyundai Arkansas Class, against HMA and
23 HMC.

24 1905. Plaintiffs bring this count under Arkansas law, individually and on
25 behalf of the other members of the Kia Arkansas Class, against KA and KC.

26 1906. For purposes of this count, members of the Hyundai Arkansas Class
27 and Kia Arkansas Class shall be referred to as "Class Members."
28

1 1907. When they purchased and leased the Class Vehicles, Plaintiffs and
2 Class Members conferred tangible and material economic benefits upon
3 Defendants, who readily accepted and retained these benefits.

4 1908. Plaintiffs and Class Members would not have purchased or leased their
5 Class Vehicles, or would have paid less for them, had they known of the Theft
6 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
7 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
8 and Class Members.

9 1909. Defendants appreciated these economic benefits. These benefits were
10 the expected result of Defendants acting in their pecuniary interest at the expense of
11 their customers. They knew of these benefits because they were aware of the Theft
12 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
13 and Class Members regarding the nature and quality of the Class Vehicles while
14 profiting from this deception.

15 1910. It would be unjust, inequitable, and unconscionable for Defendants to
16 retain these benefits, including because they were procured as a result of their
17 wrongful conduct alleged above.

18 1911. Plaintiffs and Class Members are entitled to restitution of the benefits
19 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
20 Class Members to the position they occupied prior to dealing with those
21 Defendants, with such amounts to be determined at trial.

22 1912. Plaintiffs plead this claim separately as well as in the alternative to
23 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
24 for damages are dismissed or judgment is entered on them in favor of Defendants,
25 Plaintiffs will have no adequate legal remedy.

1 **5. Colorado**

2 **a. Colorado Count 1: Breach of Implied Warranty of**
3 **Merchantability (Colo. Rev. Stat. §§ 4-2-314 and 4-2.5-212)**
4 **Against HMA and KA**

5 1913. Plaintiffs reallege and incorporate by reference all preceding
6 allegations as though fully set forth herein.

7 1914. Plaintiffs bring this count individually and on behalf of the other
8 members of the Hyundai Colorado Class, against HMA.

9 1915. Plaintiffs bring this count individually and on behalf of the other
10 members of the Kia Colorado Class, against KA.

11 1916. For purposes of this count, the Hyundai Colorado Class Members and
12 Kia Colorado Class Members together shall be referred to as “Class Members.”

13 1917. For purposes of this count, HMA and KA together shall be referred to
14 as “Defendants.”

15 1918. A warranty that the Class Vehicles were in merchantable condition and
16 fit for the ordinary purpose for which such goods are used is implied by law
17 pursuant to Colo. Rev. Stat. §§ 4-2-314 and 4-2.5-212.

18 1919. Defendants are and were at all relevant times “merchants” with respect
19 to motor vehicles under Colo. Rev. Stat. §§ 4-2-104(1) and 4-2.5-103(3), and
20 “sellers” of motor vehicles under § 4-2-103(1)(d).

21 1920. With respect to leases, the Defendants are and were at all relevant
22 times “lessors” of motor vehicles under Colo. Rev. Stat. § 4-2.5-103(1)(p).

23 1921. All Class Members who purchased Class Vehicles in Colorado are
24 “buyers” within the meaning of Colo. Rev. Stat. § 4-2-103(1)(a).

25 1922. All Class Members who leased Class Vehicles in Colorado are
26 “lessees” within the meaning of Colo. Rev. Stat. § 4-2.5-103(1)(p).

27 1923. The Class Vehicles are and were at all relevant times “goods” within
28 the meaning of Colo. Rev. Stat. §§ 4-2-105(1) and 4-2.5-103(1)(h).

1 1924. Defendants knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
3 Class Members with an implied warranty that the Class Vehicles and any parts
4 thereof were merchantable and fit for the ordinary purposes for which they were
5 sold. This implied warranty included, among other things, a warranty that the Class
6 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
7 safe and reliable for providing transportation, would not be vulnerable to an
8 abnormally high risk of theft, and complied with applicable federal and state laws
9 and regulations, including FMVSS 114.

10 1925. However, the Class Vehicles did not comply with the implied warranty
11 of merchantability because they were defective and not in merchantable condition,
12 would not pass without objection in the trade, and were not fit for their ordinary
13 purpose of providing reasonably reliable, safe, and secure transportation at the time
14 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
15 Prone Defect, lacking any anti-theft features or design elements to provide an
16 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
17 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
18 vulnerable to theft, making them prime targets to be used as instrumentalities
19 through which thieves engage in reckless driving or other criminal activity.

20 1926. Any attempt by Defendants to disclaim or limit the implied warranty
21 of merchantability for their respective Class Vehicles vis-à-vis consumers is
22 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
23 are unenforceable because Defendants knowingly sold or leased defective Class
24 Vehicles without informing consumers about the Theft Prone Defect. The time
25 limits contained in Defendants' warranty periods were also unconscionable and
26 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
27 and Class Members had no meaningful choice in determining these time
28 limitations, the terms of which unreasonably favored Defendants. A gross disparity

1 in bargaining power existed between Defendants and Plaintiffs and other Class
2 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
3 sale.

4 1927. Furthermore, the circumstances described herein caused Defendants'
5 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
6 Class Members may seek alternative remedies. Indeed, these breaches of warranties
7 have denied Plaintiffs and Class Members the benefit of their respective bargains,
8 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
9 manner without the ever-present risk of them being stolen.

10 1928. Plaintiffs and Class Members have provided Defendants with
11 reasonable notice and opportunity to cure the breaches of their implied warranties
12 by way of the numerous complaints filed against them and the individual notice
13 letters sent by Class Members within a reasonable amount of time after the Theft
14 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
15 2022, Class Members sent notice letters to them.

16 1929. Alternatively, Plaintiffs and the Class Members were excused from
17 providing Defendants with notice and an opportunity to cure the breach, because it
18 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
19 have long known that the Class Vehicles contained the Theft Prone Defect;
20 however, to date, Defendants have not instituted an adequate and meaningful repair
21 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
22 had no reason to believe that Defendants would have adequately repaired the Theft
23 Prone Defect if they presented their Class Vehicles to them for repair.

24 1930. As a direct and proximate result of Defendants' breach of the implied
25 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
26 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
27 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
28 amount to be proven at trial.

b. Colorado Count 2: Violation of the Colorado Consumer Protection Act (Colo. Rev. Stat. § 6-1-101, *et seq.*) Against All Defendants

1931. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

1932. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Colorado Class, against HMA and HMC.

1933. Plaintiffs bring this count individually and on behalf of the other members of the Kia Colorado Class, against KA and KC.

1934. For purposes of this count, the Hyundai Colorado Class Members and Kia Colorado Class Members shall be referred to as “Class Members.”

1935. Defendants, Plaintiffs, and Class Members are “persons” within the meaning of Colo. Rev. Stat. § 6-1-102(6).

1936. The Class Vehicles are “Motor vehicles” within the meaning of Colo. Rev. Stat. § 6-1-102(5.5).

1937. The Colorado Consumer Protection Act (“Colorado CPA”) prohibits unfair, unconscionable, and deceptive acts or practices in the course of the person’s business, vocation, or occupation. Colo. Rev. Stat. § 6-1-105.

1938. In the course of their business, Defendants, through their agents, employees, and/or subsidiaries, violated the Colorado CPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the quality, reliability, and safety of the Class Vehicles, and the Theft Prone Defect, as detailed above.

1939. Defendants had an ongoing duty to Plaintiffs and Class Members to refrain from unfair or deceptive practices under the Colorado DTPA in the course of their business. Specifically, Defendants owed Plaintiffs and Class Members a duty to disclose all the material facts concerning the Theft Prone Defect in the Class Vehicles because, as detailed above:

a. Defendants had exclusive access to and far superior knowledge about

1 facts regarding the Theft Prone Defect and Defendants knew these
2 facts were not known to or reasonably discoverable by Plaintiffs or
3 Class Members;

4 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
5 and Class Members lack the sophisticated expertise in vehicle
6 components that would be necessary to discover the Theft Prone
7 Defect on their own;

8 c. Defendants knew that the Theft Prone Defect gave rise to safety
9 concerns for the consumers who use the Class Vehicles, and the Theft
10 Prone Defect would have been a material fact to the Class Members'
11 decisions to buy or lease Class Vehicles; and

12 d. Defendants made incomplete representations about the safety and
13 reliability of the Class Vehicles while purposefully withholding
14 material facts about a known safety defect. In uniform advertising and
15 materials provided with each Class Vehicle, HMA, and KA
16 intentionally concealed, suppressed, and failed to disclose to the
17 consumers that the Class Vehicles contained the Theft Prone Defect.
18 Because they volunteered to provide information about the Class
19 Vehicles that they marketed and offered for sale and lease to
20 consumers, HMA and KA had the duty to disclose the whole truth.

21 1940. As detailed above, the information concerning the Theft Prone Defect
22 was known to Defendants at the time of advertising and selling the Class Vehicles,
23 all of which was intended to induce consumers to purchase the Class Vehicles.

24 1941. By misrepresenting the Class Vehicles as safe and reliable and by
25 failing to disclose and actively concealing the dangers and risk posed by the Theft
26 Prone Defect, Defendants engaged in one or more of the following unfair or
27 deceptive business practices prohibited by Colo. Rev. Stat. § 6-1-105:

28 a. knowingly or recklessly making a false representation as to the

1 approval, or certification of the Class Vehicles;

2 b. knowingly or recklessly making a false representation as to the
3 characteristics, uses, benefits, and false representations of the Class
4 Vehicles;

5 c. representing that the Class Vehicles are of a particular standard,
6 qualify, or grade when they are not;

7 d. Advertising the Class Vehicles with the intent not to sell or lease them
8 as advertised;

9 e. Engaging in the other unconscionable, false, misleading, or deceptive
10 acts or practices pertaining to the Class Vehicles “actionable at
11 common law or under other statutes of [Colorado].”

12 Colo. Rev. Stat. §§ 6-1-105(1)(b), (e), (g), (i), and (3).

13 1942. Defendants intended for Plaintiffs and Class Members to rely on them
14 to provide adequately designed Class Vehicles, and to honestly and accurately
15 reveal the safety hazards described above.

16 1943. Defendants’ unfair or deceptive acts or practices were designed to
17 mislead and had a tendency or capacity to mislead and create a false impression in
18 consumers that the Class Vehicles had adequate anti-theft protection, and that the
19 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
20 misrepresentations, concealments, omissions, and suppressions of material facts did
21 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
22 about the true safety and reliability of Class Vehicles, the quality of the Class
23 Vehicles, and the true value of the Class Vehicles.

24 1944. Defendants’ misrepresentations, omissions, and concealment of
25 material facts regarding the Theft Prone Defect and true characteristics of the Class
26 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
27 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
28 were exposed to those misrepresentations, concealments, omissions, and

1 suppressions of material facts, and relied on Defendants' misrepresentations that the
2 Class Vehicles were safe and reliable in deciding to purchase and lease Class
3 Vehicles.

4 1945. Plaintiffs' and Class Members' reliance was reasonable, as they had no
5 way of discerning Defendants' representations were false and misleading, or
6 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
7 alleged above. Plaintiffs and Class Members did not, and could not, unravel
8 Defendants' deception on their own.

9 1946. Had they known the truth about the Theft Prone Defect, Plaintiffs and
10 Class Members would not have purchased or leased the Class Vehicles, or would
11 have paid significantly less for them.

12 1947. Plaintiffs and Class Members suffered ascertainable losses and actual
13 damages as a direct and proximate result of Defendants' concealment,
14 misrepresentations, and/or failure to disclose material information.

15 1948. Defendants' violations present a continuing risk to Plaintiffs and Class
16 Members, as well as to the general public, because the Class Vehicles remain
17 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
18 complained of herein affect the public interest.

19 1949. Pursuant to Colo. Rev. Stat. § 6-1-113, Plaintiffs and the Class
20 Members seek an order enjoining Defendants' unfair or deceptive acts or practices
21 and awarding damages and any other just and proper relief available under the
22 Colorado CPA.

23 **c. Colorado Count 3: Fraud by Omission and Concealment**
24 **Against All Defendants**

25 1950. Plaintiffs reallege and incorporate by reference all preceding
26 allegations as though fully set forth herein.

27 1951. Plaintiffs bring this count individually and on behalf of the other
28 members of the Hyundai Colorado Class, against HMA and HMC.

1 1952. Plaintiffs bring this count individually and on behalf of the other
2 members of the Kia Colorado Class, against KA and KC.

3 1953. For purposes of this count, the Hyundai Colorado Class Members and
4 Kia Colorado Class Members shall be referred to as “Class Members.”

5 1954. Defendants were aware of the Theft Prone Defect when they marketed
6 and sold the Class Vehicles to Plaintiffs and Class Members.

7 1955. Having been aware of the Theft Prone Defect within the Class
8 Vehicles, and having known that Plaintiffs and Class Members could not have
9 reasonably been expected to know of the Theft Prone Defect, Defendants had a
10 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
11 connection with the sale of the Class Vehicles. Defendants further had a duty to
12 disclose the Theft Prone Defect because:

- 13 a. Defendants had exclusive access to and far superior knowledge about
14 facts regarding the Theft Prone Defect and Defendants knew these
15 facts were not known to or reasonably discoverable by Plaintiffs or
16 Class Members;
- 17 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
18 and Class Members lack the sophisticated expertise in vehicle
19 components that would be necessary to discover the Theft Prone
20 Defect on their own;
- 21 c. Defendants knew that the Theft Prone Defect gave rise to safety
22 concerns for the consumers who use the Class Vehicles, and the Theft
23 Prone Defect would have been a material fact to the Class Members’
24 decisions to buy or lease Class Vehicles; and
- 25 d. Defendants made incomplete representations about the safety and
26 reliability of the Class Vehicles while purposefully withholding
27 material facts about a known safety defect. In uniform advertising and
28 materials provided with each Class Vehicle, HMA, and KA

1 intentionally concealed, suppressed, and failed to disclose to the
2 consumers that the Class Vehicles contained the Theft Prone Defect.
3 Because they volunteered to provide information about the Class
4 Vehicles that they marketed and offered for sale and lease to
5 consumers, HMA and KA had the duty to disclose the whole truth.

6 1956. In breach of their duties, Defendants failed to disclose the Theft Prone
7 Defect to Plaintiffs and Class Members in connection with the sale of the Class
8 Vehicles.

9 1957. For the reasons set forth above, the Theft Prone Defect within the
10 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
11 person would find it important in purchasing, leasing, or retaining a new or used
12 motor vehicle and because it directly impacts the value of the Class Vehicles
13 purchased or leased by the Plaintiffs and Class Members.

14 1958. Defendants intended for the Plaintiffs and Class Members to rely on
15 their omissions and concealment—which they did by purchasing and leasing the
16 Class Vehicles at the prices they paid believing that their vehicles would not have a
17 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
18 Vehicles.

19 1959. Plaintiffs and Class Members' reliance was reasonable, as they had no
20 way of discerning that learning the facts that Defendants had concealed or failed to
21 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
22 deception on their own.

23 1960. Defendants actively concealed and suppressed these material facts, in
24 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
25 to avoid costly recalls that would expose them to liability for those expenses and
26 harm the commercial reputations of Defendants and their products. They did so at
27 the expense of Plaintiffs and Class Members.
28

1 1961. If Defendants had fully and adequately disclosed the Theft Prone
2 Defect to consumers, Plaintiffs and Class Members would have seen such a
3 disclosure.

4 1962. Through their omissions and concealment with respect to the Theft
5 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
6 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
7 otherwise would not have purchased, or pay more for a Class Vehicle than they
8 otherwise would have paid.

9 1963. Had Plaintiffs and Class Members known of the Theft Prone Defect
10 within the Class Vehicles, they would not have purchased the Class Vehicles or
11 would have paid less for them.

12 1964. As a direct and proximate result of Defendants' omissions, Plaintiffs
13 and other Class Members either overpaid for the Class Vehicles or would not have
14 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
15 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
16 damages in an amount to be proven at trial.

17 1965. Defendants' acts were done maliciously, oppressively, deliberately,
18 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
19 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
20 an assessment of punitive damages, as permitted by law, in an amount sufficient to
21 deter such conduct in the future, which amount shall be determined according to
22 proof at trial.

23 **d. Colorado Count 4: Unjust Enrichment Against All**
24 **Defendants**

25 1966. Plaintiffs reallege and incorporate by reference all allegations in
26 Sections I-VI as if fully set forth herein.

1 1967. Plaintiffs bring this count under Colorado law, individually and on
2 behalf of the other members of the Hyundai Colorado Class, against HMA and
3 HMC.

4 1968. Plaintiffs bring this count under Colorado law, individually and on
5 behalf of the other members of the Kia Colorado Class, against KA and KC.

6 1969. For purposes of this count, the Hyundai Colorado Class Members and
7 Kia Colorado Class Members shall be referred to as “Class Members.”

8 1970. When they purchased and leased the Class Vehicles, Plaintiffs and
9 Class Members conferred tangible and material economic benefits upon
10 Defendants, who readily accepted and retained these benefits.

11 1971. Plaintiffs and Class Members would not have purchased or leased their
12 Class Vehicles, or would have paid less for them, had they known of the Theft
13 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
14 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
15 and Class Members.

16 1972. Defendants appreciated these economic benefits. These benefits were
17 the expected result of Defendants acting in their pecuniary interest at the expense of
18 their customers. They knew of these benefits because they were aware of the Theft
19 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
20 and Class Members regarding the nature and quality of the Class Vehicles while
21 profiting from this deception.

22 1973. It would be unjust, inequitable, and unconscionable for Defendants to
23 retain these benefits, including because they were procured as a result of their
24 wrongful conduct alleged above.

25 1974. Plaintiffs and Class Members are entitled to restitution of the benefits
26 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
27 Class Members to the position they occupied prior to dealing with those
28 Defendants, with such amounts to be determined at trial.

1 1975. Plaintiffs plead this claim separately as well as in the alternative to
2 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
3 for damages are dismissed or judgment is entered on them in favor of Defendants,
4 Plaintiffs will have no adequate legal remedy.

5 **6. Connecticut**

6 **a. Connecticut Count 1: Breach of Implied Warranty of**
7 **Merchantability (Conn. Gen. Stat. Ann. §§ 42a-2-314 and**
8 **§ 42a-2a-504) Against HMA and KA**

9 1976. Plaintiffs reallege and incorporate by reference all preceding
10 allegations as though fully set forth herein.

11 1977. Plaintiffs bring this count individually and on behalf of the other
12 members of the Hyundai Connecticut Class, against HMA.

13 1978. Plaintiffs bring this count individually and on behalf of the other
14 members of the Kia Connecticut Class, against KA.

15 1979. For purposes of this count, the Hyundai Connecticut Class Members
16 and Kia Connecticut Class Members together shall be referred to as "Class
17 Members."

18 1980. For purposes of this count, HMA and KA together shall be referred to
19 as "Defendants."

20 1981. A warranty that the Class Vehicles were in merchantable condition and
21 fit for the ordinary purpose for which such goods are used is implied by law
22 pursuant to Conn. Gen. Stat. Ann. §§ 42A-2-314 and § 42a-2a-504.

23 1982. Defendants are and were at all relevant times "merchants" with respect
24 to motor vehicles under Conn. Gen. Stat. Ann. §§ 42a-2-104(1) and 42a-2-103(2),
25 and a "seller" of motor vehicles under § 42a-2-103(1)(c).

26 1983. With respect to leases, Defendants are and were at all relevant times
27 "lessors" of motor vehicles under Conn. Gen. Stat. Ann. § 42a-2A-102(a)(23).

28 1984. All Class Members who purchased Class Vehicles in Connecticut are
"buyers" within the meaning of Conn. Gen. Stat. Ann. § 42a-2-103(1)(a).

1 1985. All Class Members who leased Class Vehicles in Connecticut are
2 “lessees” within the meaning of Conn. Gen. Stat. Ann. § 42a-2A-102(a)(21).

3 1986. The Class Vehicles are and were at all relevant times “goods” within
4 the meaning of Conn. Gen. Stat. Ann. §§ 42a-2-105(1) and 42a-2-103(2).

5 1987. Defendants knew or had reason to know of the specific use for which
6 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
7 Class Members with an implied warranty that the Class Vehicles and any parts
8 thereof were merchantable and fit for the ordinary purposes for which they were
9 sold. This implied warranty included, among other things, a warranty that the Class
10 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
11 safe and reliable for providing transportation, would not be vulnerable to an
12 abnormally high risk of theft, and complied with applicable federal and state laws
13 and regulations, including FMVSS 114.

14 1988. However, the Class Vehicles did not comply with the implied warranty
15 of merchantability because they were defective and not in merchantable condition,
16 would not pass without objection in the trade, and were not fit for their ordinary
17 purpose of providing reasonably reliable, safe, and secure transportation at the time
18 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
19 Prone Defect, lacking any anti-theft features or design elements to provide an
20 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
21 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
22 vulnerable to theft, making them prime targets to be used as instrumentalities
23 through which thieves engage in reckless driving or other criminal activity.

24 1989. Any attempt by Defendants to disclaim or limit the implied warranty
25 of merchantability for their respective Class Vehicles vis-à-vis consumers is
26 unconscionable and unenforceable. Specifically, Defendants’ warranty limitations
27 are unenforceable because Defendants knowingly sold or leased defective Class
28 Vehicles without informing consumers about the Theft Prone Defect. The time

1 limits contained in Defendants' warranty periods were also unconscionable and
2 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
3 and Class Members had no meaningful choice in determining these time
4 limitations, the terms of which unreasonably favored Defendants. A gross disparity
5 in bargaining power existed between Defendants and Plaintiffs and other Class
6 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
7 sale.

8 1990. Furthermore, the circumstances described herein caused Defendants'
9 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
10 Class Members may seek alternative remedies. Indeed, these breaches of warranties
11 have denied Plaintiffs and Class Members the benefit of their respective bargains,
12 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
13 manner without the ever-present risk of them being stolen.

14 1991. Plaintiffs and Class Members have provided Defendants with
15 reasonable notice and opportunity to cure the breaches of their implied warranties
16 by way of the numerous complaints filed against them and the individual notice
17 letters sent by Class Members within a reasonable amount of time after the Theft
18 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
19 2022, Class Members sent notice letters to them.

20 1992. Alternatively, Plaintiffs and the Class Members were excused from
21 providing Defendants with notice and an opportunity to cure the breach, because it
22 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
23 have long known that the Class Vehicles contained the Theft Prone Defect;
24 however, to date, Defendants have not instituted an adequate and meaningful repair
25 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
26 had no reason to believe that Defendants would have adequately repaired the Theft
27 Prone Defect if they presented their Class Vehicles to them for repair.
28

1 1993. As a direct and proximate result of Defendants' breach of the implied
2 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
3 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
4 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
5 amount to be proven at trial.

6 **b. Connecticut Count 2: Violation of the Connecticut Unlawful**
7 **Trade Practices Act (Conn. Gen. Stat. Ann. § 42-110a,**
8 ***et seq.*) Against All Defendants**

9 1994. Plaintiffs reallege and incorporate by reference all preceding
10 allegations as though fully set forth herein.

11 1995. Plaintiffs bring this count individually and on behalf of the other
12 members of the Hyundai Connecticut Class, against HMA and HMC.

13 1996. Plaintiffs bring this count individually and on behalf of the other
14 members of the Kia Connecticut Class, against KA and KC.

15 1997. For purposes of this count, the Hyundai Connecticut Class Members
16 and Kia Connecticut Class Members shall be referred to as "Class Members."

17 1998. Defendants, Plaintiffs, and Class Members are "persons" within the
18 meaning of Conn. Gen. Stat. Ann. § 42-110a(3).

19 1999. Defendants were and are engaged in "trade" or "commerce" within the
20 meaning of Conn. Gen. Stat. Ann. § 42-110a(4).

21 2000. The Connecticut Unfair Trade Practices Act ("Connecticut UTPA")
22 prohibits "unfair methods of competition and unfair or deceptive acts or practices in
23 the conduct of any trade or commerce." Conn. Gen. Stat. Ann. § 42-110b(a).

24 2001. In the course of their business, Defendants, through their agents,
25 employees, and/or subsidiaries, violated the Connecticut UTPA by knowingly and
26 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
27 material facts regarding the quality, reliability, and safety of the Class Vehicles and
28 the Theft Prone Defect, as detailed above.

1 2002. Defendants had an ongoing duty to Plaintiffs and Class Members to
2 refrain from unfair or deceptive practices under the Connecticut UTPA in the
3 course of their business. Specifically, Defendants owed Plaintiffs and Class
4 Members a duty to disclose all the material facts concerning the Theft Prone Defect
5 in the Class Vehicles because, as detailed above:

- 6 a. Defendants had exclusive access to and far superior knowledge about
7 facts regarding the Theft Prone Defect and Defendants knew these
8 facts were not known to or reasonably discoverable by Plaintiffs or
9 Class Members;
- 10 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
11 and Class Members lack the sophisticated expertise in vehicle
12 components that would be necessary to discover the Theft Prone
13 Defect on their own;
- 14 c. Defendants knew that the Theft Prone Defect gave rise to safety
15 concerns for the consumers who use the Class Vehicles, and the Theft
16 Prone Defect would have been a material fact to the Class Members'
17 decisions to buy or lease Class Vehicles; and
- 18 d. Defendants made incomplete representations about the safety and
19 reliability of the Class Vehicles while purposefully withholding
20 material facts about a known safety defect. In uniform advertising and
21 materials provided with each Class Vehicle, HMA, and KA
22 intentionally concealed, suppressed, and failed to disclose to the
23 consumers that the Class Vehicles contained the Theft Prone Defect.
24 Because they volunteered to provide information about the Class
25 Vehicles that they marketed and offered for sale and lease to
26 consumers, HMA and KA had the duty to disclose the whole truth.

1 2003. As detailed above, the information concerning the Theft Prone Defect
2 was known to Defendants at the time of advertising and selling the Class Vehicles,
3 all of which was intended to induce consumers to purchase the Class Vehicles.

4 2004. By misrepresenting the Class Vehicles as safe and reliable and by
5 failing to disclose and actively concealing the dangers and risk posed by the Theft
6 Prone Defect, Defendants engaged in unfair methods of competition and unfair or
7 deceptive acts or practices in the conduct of trade or commerce, as prohibited by
8 Conn. Gen. Stat. § 42-110b(a).

9 2005. Defendants intended for Plaintiffs and Class Members to rely on them
10 to provide adequately designed Class Vehicles, and to honestly and accurately
11 reveal the safety hazards described above.

12 2006. Defendants' unfair or deceptive acts or practices were designed to
13 mislead and had a tendency or capacity to mislead and create a false impression in
14 consumers that the Class Vehicles had adequate anti-theft protection, and that the
15 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
16 misrepresentations, concealments, omissions, and suppressions of material facts did
17 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
18 about the true safety and reliability of Class Vehicles, the quality of the Class
19 Vehicles, and the true value of the Class Vehicles.

20 2007. Defendants' misrepresentations, omissions, and concealment of
21 material facts regarding the Theft Prone Defect and true characteristics of the Class
22 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
23 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
24 were exposed to those misrepresentations, concealments, omissions, and
25 suppressions of material facts, and relied on Defendants' misrepresentations that the
26 Class Vehicles were safe and reliable in deciding to purchase and lease Class
27 Vehicles.

28

1 2008. Plaintiffs' and Class Members' reliance was reasonable, as they had no
2 way of discerning Defendants' representations were false and misleading, or
3 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
4 alleged above. Plaintiffs and Class Members did not, and could not, unravel
5 Defendants' deception on their own.

6 2009. Had they known the truth about the Theft Prone Defect, Plaintiffs and
7 Class Members would not have purchased or leased the Class Vehicles, or would
8 have paid significantly less for them.

9 2010. Plaintiffs and Class Members suffered ascertainable losses and actual
10 damages as a direct and proximate result of Defendants' concealment,
11 misrepresentations, and/or failure to disclose material information.

12 2011. Defendants' violations present a continuing risk to Plaintiffs and Class
13 Members, as well as to the general public, because the Class Vehicles remain
14 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
15 complained of herein affect the public interest.

16 2012. Pursuant to Conn. Gen. Stat. Ann. § 42-110g, Plaintiffs and Class
17 Members seek an order enjoining Defendants' unfair or deceptive acts or practices
18 and awarding damages and any other just and proper relief available under the
19 Connecticut UTPA.

20 **c. Connecticut Count 3: Fraud by Omission and Concealment**
21 **Against All Defendants**

22 2013. Plaintiffs reallege and incorporate by reference all preceding
23 allegations as though fully set forth herein.

24 2014. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai Connecticut Class, against HMA and HMC.

26 2015. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia Connecticut Class, against KA and KC.
28

1 2016. For purposes of this count, the Hyundai Connecticut Class Members
2 and Kia Connecticut Class Members shall be referred to as “Class Members.”

3 2017. Defendants were aware of the Theft Prone Defect when they marketed
4 and sold the Class Vehicles to Plaintiffs and Class Members.

5 2018. Having been aware of the Theft Prone Defect within the Class
6 Vehicles, and having known that Plaintiffs and Class Members could not have
7 reasonably been expected to know of the Theft Prone Defect, Defendants had a
8 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
9 connection with the sale of the Class Vehicles. Defendants further had a duty to
10 disclose the Theft Prone Defect because:

- 11 a. Defendants had exclusive access to and far superior knowledge about
12 facts regarding the Theft Prone Defect and Defendants knew these
13 facts were not known to or reasonably discoverable by Plaintiffs or
14 Class Members;
- 15 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
16 and Class Members lack the sophisticated expertise in vehicle
17 components that would be necessary to discover the Theft Prone
18 Defect on their own;
- 19 c. Defendants knew that the Theft Prone Defect gave rise to safety
20 concerns for the consumers who use the Class Vehicles, and the Theft
21 Prone Defect would have been a material fact to the Class Members’
22 decisions to buy or lease Class Vehicles; and
- 23 d. Defendants made incomplete representations about the safety and
24 reliability of the Class Vehicles while purposefully withholding
25 material facts about a known safety defect. In uniform advertising and
26 materials provided with each Class Vehicle, HMA, and KA
27 intentionally concealed, suppressed, and failed to disclose to the
28 consumers that the Class Vehicles contained the Theft Prone Defect.

1 Because they volunteered to provide information about the Class
2 Vehicles that they marketed and offered for sale and lease to
3 consumers, HMA and KA had the duty to disclose the whole truth.

4 2019. In breach of their duties, Defendants failed to disclose the Theft Prone
5 Defect to Plaintiffs and Class Members in connection with the sale of the Class
6 Vehicles.

7 2020. For the reasons set forth above, the Theft Prone Defect within the
8 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
9 person would find it important in purchasing, leasing, or retaining a new or used
10 motor vehicle and because it directly impacts the value of the Class Vehicles
11 purchased or leased by the Plaintiffs and Class Members.

12 2021. Defendants intended for the Plaintiffs and Class Members to rely on
13 their omissions and concealment—which they did by purchasing and leasing the
14 Class Vehicles at the prices they paid believing that their vehicles would not have a
15 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
16 Vehicles.

17 2022. Plaintiffs and Class Members' reliance was reasonable, as they had no
18 way of discerning that learning the facts that Defendants had concealed or failed to
19 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
20 deception on their own.

21 2023. Defendants actively concealed and suppressed these material facts, in
22 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
23 to avoid costly recalls that would expose them to liability for those expenses and
24 harm the commercial reputations of Defendants and their products. They did so at
25 the expense of Plaintiffs and Class Members.

26 2024. If Defendants had fully and adequately disclosed the Theft Prone
27 Defect to consumers, Plaintiffs and Class Members would have seen such a
28 disclosure.

1 2025. Through their omissions and concealment with respect to the Theft
2 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
3 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
4 otherwise would not have purchased, or pay more for a Class Vehicle than they
5 otherwise would have paid.

6 2026. Had Plaintiffs and Class Members known of the Theft Prone Defect
7 within the Class Vehicles, they would not have purchased the Class Vehicles or
8 would have paid less for them.

9 2027. As a direct and proximate result of Defendants' omissions, Plaintiffs
10 and other Class Members either overpaid for the Class Vehicles or would not have
11 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
12 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
13 damages in an amount to be proven at trial.

14 2028. Defendants' acts were done maliciously, oppressively, deliberately,
15 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
16 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
17 an assessment of punitive damages, as permitted by law, in an amount sufficient to
18 deter such conduct in the future, which amount shall be determined according to
19 proof at trial.

20 **d. Connecticut Count 4: Unjust Enrichment Against All**
21 **Defendants**

22 2029. Plaintiffs reallege and incorporate by reference all allegations in
23 Sections I-VI as if fully set forth herein.

24 2030. Plaintiffs bring this count under Connecticut law, individually and on
25 behalf of the other members of the Hyundai Connecticut Class, against HMA and
26 HMC.

27 2031. Plaintiffs bring this count under Connecticut law, individually and on
28 behalf of the other members of the Kia Connecticut Class, against KA and KC.

1 2032. For purposes of this count, members of the Hyundai Connecticut Class
2 and Kia Connecticut Class shall be referred to as “Class Members.”

3 2033. When they purchased and leased the Class Vehicles, Plaintiffs and
4 Class Members conferred tangible and material economic benefits upon
5 Defendants, who readily accepted and retained these benefits.

6 2034. Plaintiffs and Class Members would not have purchased or leased their
7 Class Vehicles, or would have paid less for them, had they known of the Theft
8 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
9 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
10 and Class Members.

11 2035. Defendants appreciated these economic benefits. These benefits were
12 the expected result of Defendants acting in their pecuniary interest at the expense of
13 their customers. They knew of these benefits because they were aware of the Theft
14 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
15 and Class Members regarding the nature and quality of the Class Vehicles while
16 profiting from this deception.

17 2036. It would be unjust, inequitable, and unconscionable for Defendants to
18 retain these benefits, including because they were procured as a result of their
19 wrongful conduct alleged above.

20 2037. Plaintiffs and Class Members are entitled to restitution of the benefits
21 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
22 Class Members to the position they occupied prior to dealing with those
23 Defendants, with such amounts to be determined at trial.

24 2038. Plaintiffs plead this claim separately as well as in the alternative to
25 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs’ claims
26 for damages are dismissed or judgment is entered on them in favor of Defendants,
27 Plaintiffs will have no adequate legal remedy.

28

1 **7. Delaware**

2 **a. Delaware Count 1: Breach of Implied Warranty (6 Del.**
3 **Code §§ 2-314 and 2A-212) Against HMA and KA**

4 2039. Plaintiffs reallege and incorporate by reference all preceding
5 allegations as though fully set forth herein.

6 2040. Plaintiffs bring this count individually and on behalf of the other
7 members of the Hyundai Delaware Class, against HMA.

8 2041. Plaintiffs bring this count individually and on behalf of the other
9 members of the Kia Delaware Class, against KA.

10 2042. For purposes of this count, the Hyundai Delaware Class Members and
11 Kia Delaware Class Members together shall be referred to as “Class Members.”

12 2043. For purposes of this count, HMA and KA together shall be referred to
13 as “Defendants.”

14 2044. Defendants were at all relevant times “merchants” with respect to
15 motor vehicles under 6 Del. C. §§ 2-104(1) and 2A-103(3), and “sellers” of motor
16 vehicles under § 2-103(1)(d).

17 2045. With respect to leases, Defendants are and were at all relevant times
18 “lessors” of motor vehicles under 6 Del. C. § 2A-103(1)(p).

19 2046. The Class Vehicles are and were at all relevant times “goods” within
20 the meaning of 6 Del. C. §§ 2-105(1) and 2A-103(1)(h).

21 2047. A warranty that the Class Vehicles were in merchantable condition and
22 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
23 to 6 Del. C. §§ 2-314 and 2A-212.

24 2048. Defendants knew or had reason to know of the specific use for which
25 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
26 Class Members with an implied warranty that the Class Vehicles and any parts
27 thereof were merchantable and fit for the ordinary purposes for which they were
28 sold. This implied warranty included, among other things, a warranty that the Class

1 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
2 safe and reliable for providing transportation, would not be vulnerable to an
3 abnormally high risk of theft, and complied with applicable federal and state laws
4 and regulations, including FMVSS 114.

5 2049. However, the Class Vehicles did not comply with the implied warranty
6 of merchantability because they were defective and not in merchantable condition,
7 would not pass without objection in the trade, and were not fit for their ordinary
8 purpose of providing reasonably reliable, safe, and secure transportation at the time
9 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
10 Prone Defect, lacking any anti-theft features or design elements to provide an
11 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
12 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
13 vulnerable to theft, making them prime targets to be used as instrumentalities
14 through which thieves engage in reckless driving or other criminal activity.

15 2050. Any attempt by Defendants to disclaim or limit the implied warranty
16 of merchantability for their respective Class Vehicles vis-à-vis consumers is
17 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
18 are unenforceable because Defendants knowingly sold or leased defective Class
19 Vehicles without informing consumers about the Theft Prone Defect. The time
20 limits contained in Defendants' warranty periods were also unconscionable and
21 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
22 and Class Members had no meaningful choice in determining these time
23 limitations, the terms of which unreasonably favored Defendants. A gross disparity
24 in bargaining power existed between Defendants and Plaintiffs and other Class
25 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
26 sale.

27 2051. Furthermore, the circumstances described herein caused Defendants'
28 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and

1 Class Members may seek alternative remedies. Indeed, these breaches of warranties
2 have denied Plaintiffs and Class Members the benefit of their respective bargains,
3 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
4 manner without the ever-present risk of them being stolen.

5 2052. Plaintiffs and Class Members have provided Defendants with
6 reasonable notice and opportunity to cure the breaches of their implied warranties
7 by way of the numerous complaints filed against them and the individual notice
8 letters sent by Class Members within a reasonable amount of time after the Theft
9 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
10 2022, Class Members sent notice letters to them.

11 2053. Alternatively, Plaintiffs and the Class Members were excused from
12 providing Defendants with notice and an opportunity to cure the breach, because it
13 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
14 have long known that the Class Vehicles contained the Theft Prone Defect;
15 however, to date, Defendants have not instituted an adequate and meaningful repair
16 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
17 had no reason to believe that Defendants would have adequately repaired the Theft
18 Prone Defect if they presented their Class Vehicles to them for repair.

19 2054. As a direct and proximate result of Defendants' breach of the implied
20 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
21 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
22 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
23 amount to be proven at trial.

24 **b. Delaware Count 2: Violation of the Delaware Consumer**
25 **Fraud Act (6 Del. Code § 2511, *et seq.*) Against All**
26 **Defendants**

27 2055. Plaintiffs reallege and incorporate by reference all preceding
28 allegations as though fully set forth herein.

1 2056. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai Delaware Class, against HMA and HMC.

3 2057. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia Delaware Class, against KA and KC.

5 2058. For purposes of this count, the Hyundai Delaware Class Members and
6 Kia Delaware Class Members shall be referred to as “Class Members.”

7 2059. Defendants, Plaintiffs, and Class Members are “persons” within the
8 meaning of 6 Del. Code § 2511(7) and § 2531(5).

9 2060. The Delaware Consumer Fraud Act (“Delaware CFA”) makes
10 unlawful the “act, use or employment by any person of any deception, fraud, false
11 pretense, false promise, misrepresentation, or the concealment, suppression, or
12 omission of any material fact with intent that others rely upon such concealment,
13 suppression or omission, in connection with the sale, lease or advertisement of any
14 merchandise, whether or not any person has in fact been misled, deceived or
15 damaged thereby.” 6 Del. Code § 2513(a).

16 2061. In the course of their business, Defendants, through their agents,
17 employees, and/or subsidiaries, violated the Delaware CFA by knowingly and
18 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
19 material facts regarding the quality, reliability, and safety of the Class Vehicles and
20 the Theft Prone Defect, as detailed above.

21 2062. Defendants had an ongoing duty to Plaintiffs and Class Members to
22 refrain from unfair or deceptive practices under the CFA in the course of their
23 business. Specifically, Defendants owed the Plaintiffs and Class Members a duty to
24 disclose all the material facts concerning the Theft Prone Defect in the Class
25 Vehicles because, as detailed above:

- 26 a. Defendants had exclusive access to and far superior knowledge about
27 facts regarding the Theft Prone Defect and Defendants knew these
28 facts were not known to or reasonably discoverable by Plaintiffs or

1 Class Members;

2 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
3 and Class Members lack the sophisticated expertise in vehicle
4 components that would be necessary to discover the Theft Prone
5 Defect on their own;

6 c. Defendants knew that the Theft Prone Defect gave rise to safety
7 concerns for the consumers who use the Class Vehicles, and the Theft
8 Prone Defect would have been a material fact to the Class Members'
9 decisions to buy or lease Class Vehicles; and

10 d. Defendants made incomplete representations about the safety and
11 reliability of the Class Vehicles while purposefully withholding
12 material facts about a known safety defect. In uniform advertising and
13 materials provided with each Class Vehicle, HMA, and KA
14 intentionally concealed, suppressed, and failed to disclose to the
15 consumers that the Class Vehicles contained the Theft Prone Defect.
16 Because they volunteered to provide information about the Class
17 Vehicles that they marketed and offered for sale and lease to
18 consumers, HMA and KA had the duty to disclose the whole truth.

19 2063. As detailed above, the information concerning the Theft Prone Defect
20 was known to Defendants at the time of advertising and selling the Class Vehicles,
21 all of which was intended to induce consumers to purchase the Class Vehicles.

22 2064. Defendants engaged in one or more of the following unlawful acts or
23 practices prohibited by 6 Del. Code § 2513(a): using or employing deception, fraud,
24 false pretense, false promise, misrepresentation, unfair practice, or the concealment,
25 suppression, or omission of a material fact with intent that others rely upon such
26 concealment, suppression or omission, in connection with the advertisement and
27 sale/lease of the Class Vehicles, whether or not any person has in fact been misled,
28 deceived or damaged thereby.

1 2065. Defendants intended for Plaintiffs and Class Members to rely on them
2 to provide adequately designed Class Vehicles, and to honestly and accurately
3 reveal the safety hazards described above.

4 2066. Defendants' unfair or deceptive acts or practices were designed to
5 mislead and had a tendency or capacity to mislead and create a false impression in
6 consumers that the Class Vehicles had adequate anti-theft protection, and that the
7 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
8 misrepresentations, concealments, omissions, and suppressions of material facts did
9 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
10 about the true safety and reliability of Class Vehicles, the quality of the Class
11 Vehicles, and the true value of the Class Vehicles.

12 2067. Defendants' misrepresentations, omissions, and concealment of
13 material facts regarding the Theft Prone Defect and true characteristics of the Class
14 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
15 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
16 were exposed to those misrepresentations, concealments, omissions, and
17 suppressions of material facts, and relied on Defendants' misrepresentations that the
18 Class Vehicles were safe and reliable in deciding to purchase and lease Class
19 Vehicles.

20 2068. Plaintiffs' and Class Members' reliance was reasonable, as they had no
21 way of discerning Defendants' representations were false and misleading, or
22 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
23 alleged above. Plaintiffs and Class Members did not, and could not, unravel
24 Defendants' deception on their own.

25 2069. Had they known the truth about the Theft Prone Defect, Plaintiffs and
26 Class Members would not have purchased or leased the Class Vehicles, or would
27 have paid significantly less for them.
28

1 2070. Plaintiffs and Class Members suffered ascertainable losses and actual
2 damages as a direct and proximate result of Defendants' concealment,
3 misrepresentations, and/or failure to disclose material information.

4 2071. Defendants' violations present a continuing risk to Plaintiffs and Class
5 Members, as well as to the general public, because the Class Vehicles remain
6 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
7 complained of herein affect the public interest.

8 2072. Plaintiffs and Class Members seek an order enjoining Defendants'
9 unfair and/or deceptive acts or practices, and awarding damages, punitive or treble
10 damages, and any other just and proper relief available under the Delaware CFA
11 and DTPA (6 Del. Code §§ 2525).

12 **c. Delaware Count 3: Violation of the Delaware Deceptive**
13 **Trade Practices Act (6 Del. Code § 2531, *et seq.*) Against All**
14 **Defendants**

15 2073. Plaintiffs reallege and incorporate by reference all preceding
16 allegations as though fully set forth herein.

17 2074. Plaintiffs bring this count individually and on behalf of the other
18 members of the Hyundai Delaware Class, against HMA and HMC.

19 2075. Plaintiffs bring this count individually and on behalf of the other
20 members of the Kia Delaware Class, against KA and KC.

21 2076. For purposes of this count, the Hyundai Delaware Class Members and
22 Kia Delaware Class Members shall be referred to as "Class Members."

23 2077. Defendants, Plaintiffs, and Class Members are "persons" within the
24 meaning of 6 Del. Code § 2531(5).

25 2078. The Delaware Deceptive Trade Practices Act ("Delaware DTPA")
26 makes it unlawful to engage in a deceptive trade practice in the course of a
27 business." 6 Del. Code § 2532(a).

28 2079. In the course of their business, Defendants, through their agents,
employees, and/or subsidiaries, violated the Delaware DTPA by knowingly and

1 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
2 material facts regarding the quality, reliability, and safety of the Class Vehicles and
3 the Theft Prone Defect, as detailed above.

4 2080. Defendants had an ongoing duty to Plaintiffs and Class Members to
5 refrain from unfair or deceptive practices under the DTPA in the course of their
6 business. Specifically, Defendants owed the Plaintiffs and Class Members a duty to
7 disclose all the material facts concerning the Theft Prone Defect in the Class
8 Vehicles because, as detailed above:

- 9 a. Defendants had exclusive access to and far superior knowledge about
10 facts regarding the Theft Prone Defect and Defendants knew these
11 facts were not known to or reasonably discoverable by Plaintiffs or
12 Class Members;
- 13 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
14 and Class Members lack the sophisticated expertise in vehicle
15 components that would be necessary to discover the Theft Prone
16 Defect on their own;
- 17 c. Defendants knew that the Theft Prone Defect gave rise to safety
18 concerns for the consumers who use the Class Vehicles, and the Theft
19 Prone Defect would have been a material fact to the Class Members'
20 decisions to buy or lease Class Vehicles; and
- 21 d. Defendants made incomplete representations about the safety and
22 reliability of the Class Vehicles while purposefully withholding
23 material facts about a known safety defect. In uniform advertising and
24 materials provided with each Class Vehicle, HMA, and KA
25 intentionally concealed, suppressed, and failed to disclose to the
26 consumers that the Class Vehicles contained the Theft Prone Defect.
27 Because they volunteered to provide information about the Class
28 Vehicles that they marketed and offered for sale and lease to

1 consumers, HMA and KA had the duty to disclose the whole truth.

2 2081. As detailed above, the information concerning the Theft Prone Defect
3 was known to Defendants at the time of advertising and selling the Class Vehicles,
4 all of which was intended to induce consumers to purchase the Class Vehicles.

5 2082. By misrepresenting the Class Vehicles as safe and reliable and free
6 from defects, and by failing to disclose and actively concealing the dangers and risk
7 posed by the Theft Prone Defect, Defendants also engaged in one or more of the
8 following deceptive trade practices enumerated by the Delaware Deceptive Trade
9 Practices Act at 6 Del. Code § 2532:

- 10 a. Causing likelihood of confusion or of misunderstanding as to the
11 approval or certification of the Class Vehicles;
- 12 b. Representing that the Class Vehicles have approval, characteristics,
13 uses, or benefits that they do not have;
- 14 c. Representing that the Class Vehicles are of a particular standard,
15 quality, and grade when they are not;
- 16 d. Advertising the Class Vehicles with the intent not to sell or lease them
17 as advertised; and/or
- 18 e. Engaging in any other conduct which created a likelihood of confusion
19 or of misunderstanding.

20 6 Del. Code § 2532 (2), (5), (7), (9), and (12).

21 2083. Defendants intended for Plaintiffs and Class Members to rely on them
22 to provide adequately designed Class Vehicles, and to honestly and accurately
23 reveal the safety hazards described above.

24 2084. Defendants' unfair or deceptive acts or practices were designed to
25 mislead and had a tendency or capacity to mislead and create a false impression in
26 consumers that the Class Vehicles had adequate anti-theft protection, and that the
27 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
28 misrepresentations, concealments, omissions, and suppressions of material facts did

1 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
2 about the true safety and reliability of Class Vehicles, the quality of the Class
3 Vehicles, and the true value of the Class Vehicles.

4 2085. Defendants' misrepresentations, omissions, and concealment of
5 material facts regarding the Theft Prone Defect and true characteristics of the Class
6 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
7 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
8 were exposed to those misrepresentations, concealments, omissions, and
9 suppressions of material facts, and relied on Defendants' misrepresentations that the
10 Class Vehicles were safe and reliable in deciding to purchase and lease Class
11 Vehicles.

12 2086. Plaintiffs' and Class Members' reliance was reasonable, as they had no
13 way of discerning Defendants' representations were false and misleading, or
14 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
15 alleged above. Plaintiffs and Class Members did not, and could not, unravel
16 Defendants' deception on their own.

17 2087. Had they known the truth about the Theft Prone Defect, Plaintiffs and
18 Class Members would not have purchased or leased the Class Vehicles, or would
19 have paid significantly less for them.

20 2088. Plaintiffs and Class Members suffered ascertainable losses and actual
21 damages as a direct and proximate result of Defendants' concealment,
22 misrepresentations, and/or failure to disclose material information.

23 2089. Defendants' violations present a continuing risk to Plaintiffs and Class
24 Members, as well as to the general public, because the Class Vehicles remain
25 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
26 complained of herein affect the public interest.

27 2090. Plaintiffs and Class Members seek an order enjoining Defendants'
28 unfair and/or deceptive acts or practices, and awarding damages, punitive or treble

1 damages, and any other just and proper relief available under the Delaware CFA
2 and DTPA (6 Del. Code § 2533).

3 **d. Delaware Count 4: Fraud by Omission and Concealment**
4 **Against All Defendants**

5 2091. Plaintiffs reallege and incorporate by reference all preceding
6 allegations as though fully set forth herein.

7 2092. Plaintiffs bring this count individually and on behalf of the other
8 members of the Hyundai Delaware Class, against HMA and HMC.

9 2093. Plaintiffs bring this count individually and on behalf of the other
10 members of the Kia Delaware Class, against KA and KC.

11 2094. For purposes of this count, the Hyundai Delaware Class Members and
12 Kia Delaware Class Members shall be referred to as “Class Members.”

13 2095. Defendants were aware of the Theft Prone Defect when they marketed
14 and sold the Class Vehicles to Plaintiffs and Class Members.

15 2096. Having been aware of the Theft Prone Defect within the Class
16 Vehicles, and having known that Plaintiffs and Class Members could not have
17 reasonably been expected to know of the Theft Prone Defect, Defendants had a
18 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
19 connection with the sale of the Class Vehicles. Defendants further had a duty to
20 disclose the Theft Prone Defect because:

- 21 a. Defendants had exclusive access to and far superior knowledge about
22 facts regarding the Theft Prone Defect and Defendants knew these
23 facts were not known to or reasonably discoverable by Plaintiffs or
24 Class Members;
- 25 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
26 and Class Members lack the sophisticated expertise in vehicle
27 components that would be necessary to discover the Theft Prone
28 Defect on their own;

- 1 c. Defendants knew that the Theft Prone Defect gave rise to safety
2 concerns for the consumers who use the Class Vehicles, and the Theft
3 Prone Defect would have been a material fact to the Class Members'
4 decisions to buy or lease Class Vehicles; and
- 5 d. Defendants made incomplete representations about the safety and
6 reliability of the Class Vehicles while purposefully withholding
7 material facts about a known safety defect. In uniform advertising and
8 materials provided with each Class Vehicle, HMA, and KA
9 intentionally concealed, suppressed, and failed to disclose to the
10 consumers that the Class Vehicles contained the Theft Prone Defect.
11 Because they volunteered to provide information about the Class
12 Vehicles that they marketed and offered for sale and lease to
13 consumers, HMA and KA had the duty to disclose the whole truth.

14 2097. In breach of their duties, Defendants failed to disclose the Theft Prone
15 Defect to Plaintiffs and Class Members in connection with the sale of the Class
16 Vehicles.

17 2098. For the reasons set forth above, the Theft Prone Defect within the
18 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
19 person would find it important in purchasing, leasing, or retaining a new or used
20 motor vehicle and because it directly impacts the value of the Class Vehicles
21 purchased or leased by the Plaintiffs and Class Members.

22 2099. Defendants intended for the Plaintiffs and Class Members to rely on
23 their omissions and concealment—which they did by purchasing and leasing the
24 Class Vehicles at the prices they paid believing that their vehicles would not have a
25 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
26 Vehicles.

27 2100. Plaintiffs and Class Members' reliance was reasonable, as they had no
28 way of discerning that learning the facts that Defendants had concealed or failed to

1 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
2 deception on their own.

3 2101. Defendants actively concealed and suppressed these material facts, in
4 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
5 to avoid costly recalls that would expose them to liability for those expenses and
6 harm the commercial reputations of Defendants and their products. They did so at
7 the expense of Plaintiffs and Class Members.

8 2102. If Defendants had fully and adequately disclosed the Theft Prone
9 Defect to consumers, Plaintiffs and Class Members would have seen such a
10 disclosure.

11 2103. Through their omissions and concealment with respect to the Theft
12 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
13 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
14 otherwise would not have purchased, or pay more for a Class Vehicle than they
15 otherwise would have paid.

16 2104. Had Plaintiffs and Class Members known of the Theft Prone Defect
17 within the Class Vehicles, they would not have purchased the Class Vehicles or
18 would have paid less for them.

19 2105. As a direct and proximate result of Defendants' omissions, Plaintiffs
20 and other Class Members either overpaid for the Class Vehicles or would not have
21 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
22 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
23 damages in an amount to be proven at trial.

24 2106. Defendants' acts were done maliciously, oppressively, deliberately,
25 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
26 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
27 an assessment of punitive damages, as permitted by law, in an amount sufficient to
28

1 deter such conduct in the future, which amount shall be determined according to
2 proof at trial.

3 **e. Delaware Count 5: Unjust Enrichment Against All**
4 **Defendants**

5 2107. Plaintiffs reallege and incorporate by reference all allegations in
6 Sections I-VI as if fully set forth herein.

7 2108. Plaintiffs bring this count under Delaware law, individually and on
8 behalf of the other members of the Hyundai Delaware Class, against HMA and
9 HMC.

10 2109. Plaintiffs bring this count under Delaware law, individually and on
11 behalf of the other members of the Kia Delaware Class, against KA and KC.

12 2110. For purposes of this count, members of the Hyundai Delaware Class
13 and Kia Delaware Class shall be referred to as “Class Members.”

14 2111. When they purchased and leased the Class Vehicles, Plaintiffs and
15 Class Members conferred tangible and material economic benefits upon
16 Defendants, who readily accepted and retained these benefits.

17 2112. Plaintiffs and Class Members would not have purchased or leased their
18 Class Vehicles, or would have paid less for them, had they known of the Theft
19 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
20 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
21 and Class Members.

22 2113. Defendants appreciated these economic benefits. These benefits were
23 the expected result of Defendants acting in their pecuniary interest at the expense of
24 their customers. They knew of these benefits because they were aware of the Theft
25 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
26 and Class Members regarding the nature and quality of the Class Vehicles while
27 profiting from this deception.
28

1 2114. It would be unjust, inequitable, and unconscionable for Defendants to
2 retain these benefits, including because they were procured as a result of their
3 wrongful conduct alleged above.

4 2115. Plaintiffs and Class Members are entitled to restitution of the benefits
5 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
6 Class Members to the position they occupied prior to dealing with those
7 Defendants, with such amounts to be determined at trial.

8 2116. Plaintiffs plead this claim separately as well as in the alternative to
9 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
10 for damages are dismissed or judgment is entered on them in favor of Defendants,
11 Plaintiffs will have no adequate legal remedy.

12 **8. Florida**

13 **a. Florida Count 1: Breach of Implied Warranty of**
14 **Merchantability (Fla. Stat. §§ 672.314 and 680.212) Against**
15 **HMA and KA**

16 2117. Plaintiffs reallege and incorporate by reference all preceding
17 allegations as though fully set forth herein.

18 2118. Plaintiffs bring this count individually and on behalf of the other
19 members of the Hyundai Florida Class, against HMA.

20 2119. Plaintiffs bring this count individually and on behalf of the other
21 members of the Kia Florida Class, against KA.

22 2120. For purposes of this count, the Hyundai Florida Class Members and
23 Kia Florida Class Members together shall be referred to as "Class Members."

24 2121. For purposes of this count, HMA and KA together shall be referred to
25 as "Defendants."

26 2122. A warranty that the Class Vehicles were in merchantable condition and
27 fit for the ordinary purpose for which such goods are used is implied by law
28 pursuant to Fla. Stat. §§ 672.314 and 680.212.

1 2123. Defendants are and were at all relevant times “merchants” with respect
2 to motor vehicles under Fla. Stat. §§ 672.104(1) and 680.1031(3)(k), and “sellers”
3 of motor vehicles under § 672.103(1)(d).

4 2124. Defendants are and were at all relevant times “lessors” of motor
5 vehicles under Fla. Stat. § 680.1031(1)(p).

6 2125. All Class Members who purchased Class Vehicles in Florida are
7 “buyers” within the meaning of Fla. Stat. §§ 672.103(1)(a).

8 2126. All Class Members who leased Class Vehicles in Florida are “lessees”
9 within the meaning of Fla. Stat. § 680.1031(1)(n).

10 2127. The Class Vehicles are and were at all relevant times “goods” within
11 the meaning of Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

12 2128. Defendants knew or had reason to know of the specific use for which
13 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
14 Class Members with an implied warranty that the Class Vehicles and any parts
15 thereof were merchantable and fit for the ordinary purposes for which they were
16 sold. This implied warranty included, among other things, a warranty that the Class
17 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
18 safe and reliable for providing transportation, would not be vulnerable to an
19 abnormally high risk of theft, and complied with applicable federal and state laws
20 and regulations, including FMVSS 114.

21 2129. However, the Class Vehicles did not comply with the implied warranty
22 of merchantability because they were defective and not in merchantable condition,
23 would not pass without objection in the trade, and were not fit for their ordinary
24 purpose of providing reasonably reliable, safe, and secure transportation at the time
25 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
26 Prone Defect, lacking any anti-theft features or design elements to provide an
27 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
28 substantial safety hazard because the Theft Prone Defect renders Class Vehicles

1 vulnerable to theft, making them prime targets to be used as instrumentalities
2 through which thieves engage in reckless driving or other criminal activity.

3 2130. Any attempt by Defendants to disclaim or limit the implied warranty
4 of merchantability for their respective Class Vehicles vis-à-vis consumers is
5 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
6 are unenforceable because Defendants knowingly sold or leased defective Class
7 Vehicles without informing consumers about the Theft Prone Defect. The time
8 limits contained in Defendants' warranty periods were also unconscionable and
9 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
10 and Class Members had no meaningful choice in determining these time
11 limitations, the terms of which unreasonably favored Defendants. A gross disparity
12 in bargaining power existed between Defendants and Plaintiffs and other Class
13 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
14 sale.

15 2131. Furthermore, the circumstances described herein caused Defendants'
16 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
17 Class Members may seek alternative remedies. Indeed, these breaches of warranties
18 have denied Plaintiffs and Class Members the benefit of their respective bargains,
19 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
20 manner without the ever-present risk of them being stolen.

21 2132. Plaintiffs and Class Members have provided Defendants with
22 reasonable notice and opportunity to cure the breaches of their implied warranties
23 by way of the numerous complaints filed against them and the individual notice
24 letters sent by Class Members within a reasonable amount of time after the Theft
25 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
26 2022, Class Members sent notice letters to them.

27 2133. Alternatively, Plaintiffs and the Class Members were excused from
28 providing Defendants with notice and an opportunity to cure the breach, because it

1 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
2 have long known that the Class Vehicles contained the Theft Prone Defect;
3 however, to date, Defendants have not instituted an adequate and meaningful repair
4 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
5 had no reason to believe that Defendants would have adequately repaired the Theft
6 Prone Defect if they presented their Class Vehicles to them for repair.

7 2134. As a direct and proximate result of Defendants' breach of the implied
8 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
9 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
10 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
11 amount to be proven at trial.

12 **b. Florida Count 2: Violation of the Florida Deceptive &**
13 **Unfair Trade Practices Act (Fla. Stat. § 501.201, et seq.)**
14 **Against All Defendants**

15 2135. Plaintiffs reallege and incorporate by reference all preceding
16 allegations as though fully set forth herein.

17 2136. Plaintiffs bring this count individually and on behalf of the other
18 members of the Hyundai Florida Class, against HMA and HMC.

19 2137. Plaintiffs bring this count individually and on behalf of the other
20 members of the Kia Florida Class, against KA and KC.

21 2138. For purposes of this count, the Hyundai Florida Class Members and
22 Kia Florida Class Members shall be referred to as "Class Members."

23 2139. The Plaintiffs and Class Members are "consumers" within the meaning
24 of Fla. Stat. § 501.203(7).

25 2140. Defendants were and are engaged in "trade or commerce" within the
26 meaning of Fla. Stat. § 501.203(8).

27 2141. The Florida Unfair and Deceptive Trade Practices Act ("Florida
28 UDTPA") prohibits "[u]nfair methods of competition, unconscionable acts or

1 practices, and unfair or deceptive acts or practices in the conduct of any trade or
2 commerce.” Fla. Stat. § 501.204(1).

3 2142. In the course of their business, Defendants through their agents,
4 employees, and/or subsidiaries, violated the Florida UDTPA by knowingly and
5 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
6 material facts regarding the quality, reliability, and safety of the Class Vehicles and
7 the Theft Prone Defect, as detailed above.

8 2143. Defendants had an ongoing duty to Plaintiffs and Class Members to
9 refrain from unfair or deceptive practices under the Florida UDTPA in the course of
10 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
11 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
12 Vehicles because, as detailed above:

- 13 a. Defendants had exclusive access to and far superior knowledge about
14 facts regarding the Theft Prone Defect and Defendants knew these
15 facts were not known to or reasonably discoverable by Plaintiffs or
16 Class Members;
- 17 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
18 and Class Members lack the sophisticated expertise in vehicle
19 components that would be necessary to discover the Theft Prone
20 Defect on their own;
- 21 c. Defendants knew that the Theft Prone Defect gave rise to safety
22 concerns for the consumers who use the Class Vehicles, and the Theft
23 Prone Defect would have been a material fact to the Class Members’
24 decisions to buy or lease Class Vehicles; and
- 25 d. Defendants made incomplete representations about the safety and
26 reliability of the Class Vehicles while purposefully withholding
27 material facts about a known safety defect. In uniform advertising and
28 materials provided with each Class Vehicle, HMA, and KA

1 intentionally concealed, suppressed, and failed to disclose to the
2 consumers that the Class Vehicles contained the Theft Prone Defect.
3 Because they volunteered to provide information about the Class
4 Vehicles that they marketed and offered for sale and lease to
5 consumers, HMA and KA had the duty to disclose the whole truth.

6 2144. As detailed above, the information concerning the Theft Prone Defect
7 was known to Defendants at the time of advertising and selling the Class Vehicles,
8 all of which was intended to induce consumers to purchase the Class Vehicles.

9 2145. By misrepresenting the Class Vehicles as safe and reliable and by
10 failing to disclose and actively concealing the dangers and risk posed by the Theft
11 Prone Defect, Defendants engaged in unfair methods of competition and unfair or
12 deceptive acts or practices in the conduct of trade or commerce, as prohibited by
13 Fla. Stat. § 501.204(1).

14 2146. Defendants intended for Plaintiffs and Class Members to rely on them
15 to provide adequately designed Class Vehicles, and to honestly and accurately
16 reveal the safety hazards described above.

17 2147. Defendants' unfair or deceptive acts or practices were designed to
18 mislead and had a tendency or capacity to mislead and create a false impression in
19 consumers that the Class Vehicles had adequate anti-theft protection, and that the
20 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
21 misrepresentations, concealments, omissions, and suppressions of material facts did
22 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
23 about the true safety and reliability of Class Vehicles, the quality of the Class
24 Vehicles, and the true value of the Class Vehicles.

25 2148. Defendants' misrepresentations, omissions, and concealment of
26 material facts regarding the Theft Prone Defect and true characteristics of the Class
27 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
28 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members

1 were exposed to those misrepresentations, concealments, omissions, and
2 suppressions of material facts, and relied on Defendants' misrepresentations that the
3 Class Vehicles were safe and reliable in deciding to purchase and lease Class
4 Vehicles.

5 2149. Plaintiffs' and Class Members' reliance was reasonable, as they had no
6 way of discerning Defendants' representations were false and misleading, or
7 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
8 alleged above. Plaintiffs and Class Members did not, and could not, unravel
9 Defendants' deception on their own.

10 2150. Had they known the truth about the Theft Prone Defect, Plaintiffs and
11 Class Members would not have purchased or leased the Class Vehicles, or would
12 have paid significantly less for them.

13 2151. Plaintiffs and Class Members suffered ascertainable losses and actual
14 damages as a direct and proximate result of Defendants' concealment,
15 misrepresentations, and/or failure to disclose material information.

16 2152. Defendants' violations present a continuing risk to Plaintiffs and Class
17 Members, as well as to the general public, because the Class Vehicles remain
18 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
19 complained of herein affect the public interest.

20 2153. Pursuant to Fla. Stat. § 501.211, Plaintiffs and Class Members seek an
21 order enjoining Defendants' unfair or deceptive acts or practices and awarding
22 damages and any other just and proper relief available under the Florida UDTPA.

23 **c. Florida Count 3: Fraud by Omission and Concealment**
24 **Against All Defendants**

25 2154. Plaintiffs reallege and incorporate by reference all preceding
26 allegations as though fully set forth herein.

27 2155. Plaintiffs bring this count individually and on behalf of the other
28 members of the Hyundai Florida Class, against HMA and HMC.

1 2156. Plaintiffs bring this count individually and on behalf of the other
2 members of the Kia Florida Class, against KA and KC.

3 2157. For purposes of this count, the Hyundai Florida Class Members and
4 Kia Florida Class Members shall be referred to as “Class Members.”

5 2158. Defendants were aware of the Theft Prone Defect when they marketed
6 and sold the Class Vehicles to Plaintiffs and Class Members.

7 2159. Having been aware of the Theft Prone Defect within the Class
8 Vehicles, and having known that Plaintiffs and Class Members could not have
9 reasonably been expected to know of the Theft Prone Defect, Defendants had a
10 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
11 connection with the sale of the Class Vehicles. Defendants further had a duty to
12 disclose the Theft Prone Defect because:

- 13 a. Defendants had exclusive access to and far superior knowledge about
14 facts regarding the Theft Prone Defect and Defendants knew these
15 facts were not known to or reasonably discoverable by Plaintiffs or
16 Class Members;
- 17 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
18 and Class Members lack the sophisticated expertise in vehicle
19 components that would be necessary to discover the Theft Prone
20 Defect on their own;
- 21 c. Defendants knew that the Theft Prone Defect gave rise to safety
22 concerns for the consumers who use the Class Vehicles, and the Theft
23 Prone Defect would have been a material fact to the Class Members’
24 decisions to buy or lease Class Vehicles; and
- 25 d. Defendants made incomplete representations about the safety and
26 reliability of the Class Vehicles while purposefully withholding
27 material facts about a known safety defect. In uniform advertising and
28 materials provided with each Class Vehicle, HMA, and KA

1 intentionally concealed, suppressed, and failed to disclose to the
2 consumers that the Class Vehicles contained the Theft Prone Defect.
3 Because they volunteered to provide information about the Class
4 Vehicles that they marketed and offered for sale and lease to
5 consumers, HMA and KA had the duty to disclose the whole truth.

6 2160. In breach of their duties, Defendants failed to disclose the Theft Prone
7 Defect to Plaintiffs and Class Members in connection with the sale of the Class
8 Vehicles.

9 2161. For the reasons set forth above, the Theft Prone Defect within the
10 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
11 person would find it important in purchasing, leasing, or retaining a new or used
12 motor vehicle and because it directly impacts the value of the Class Vehicles
13 purchased or leased by the Plaintiffs and Class Members.

14 2162. Defendants intended for the Plaintiffs and Class Members to rely on
15 their omissions and concealment—which they did by purchasing and leasing the
16 Class Vehicles at the prices they paid believing that their vehicles would not have a
17 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
18 Vehicles.

19 2163. Plaintiffs and Class Members' reliance was reasonable, as they had no
20 way of discerning that learning the facts that Defendants had concealed or failed to
21 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
22 deception on their own.

23 2164. Defendants actively concealed and suppressed these material facts, in
24 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
25 to avoid costly recalls that would expose them to liability for those expenses and
26 harm the commercial reputations of Defendants and their products. They did so at
27 the expense of Plaintiffs and Class Members.
28

1 2165. If Defendants had fully and adequately disclosed the Theft Prone
2 Defect to consumers, Plaintiffs and Class Members would have seen such a
3 disclosure.

4 2166. Through their omissions and concealment with respect to the Theft
5 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
6 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
7 otherwise would not have purchased, or pay more for a Class Vehicle than they
8 otherwise would have paid.

9 2167. Had Plaintiffs and Class Members known of the Theft Prone Defect
10 within the Class Vehicles, they would not have purchased the Class Vehicles or
11 would have paid less for them.

12 2168. As a direct and proximate result of Defendants' omissions, Plaintiffs
13 and other Class Members either overpaid for the Class Vehicles or would not have
14 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
15 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
16 damages in an amount to be proven at trial.

17 2169. Defendants' acts were done maliciously, oppressively, deliberately,
18 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
19 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
20 an assessment of punitive damages, as permitted by law, in an amount sufficient to
21 deter such conduct in the future, which amount shall be determined according to
22 proof at trial.

23 **d. Florida Count 4: Unjust Enrichment Against All Defendants**

24 2170. Plaintiffs reallege and incorporate by reference all allegations in
25 Sections I-VI as if fully set forth herein.

26 2171. Plaintiffs bring this count under Florida law, individually and on
27 behalf of the other members of the Hyundai Florida Class, against HMA and HMC.
28

1 2172. Plaintiffs bring this count under Florida law, individually and on
2 behalf of the other members of the Kia Florida Class, against KA and KC.

3 2173. For purposes of this count, members of the Hyundai Florida Class and
4 Kia Florida Class shall be referred to as “Class Members.”

5 2174. When they purchased and leased the Class Vehicles, Plaintiffs and
6 Class Members conferred tangible and material economic benefits upon
7 Defendants, who readily accepted and retained these benefits.

8 2175. Plaintiffs and Class Members would not have purchased or leased their
9 Class Vehicles, or would have paid less for them, had they known of the Theft
10 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
11 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
12 and Class Members.

13 2176. Defendants appreciated these economic benefits. These benefits were
14 the expected result of Defendants acting in their pecuniary interest at the expense of
15 their customers. They knew of these benefits because they were aware of the Theft
16 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
17 and Class Members regarding the nature and quality of the Class Vehicles while
18 profiting from this deception.

19 2177. It would be unjust, inequitable, and unconscionable for Defendants to
20 retain these benefits, including because they were procured as a result of their
21 wrongful conduct alleged above.

22 2178. Plaintiffs and Class Members are entitled to restitution of the benefits
23 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
24 Class Members to the position they occupied prior to dealing with those
25 Defendants, with such amounts to be determined at trial.

26 2179. Plaintiffs plead this claim separately as well as in the alternative to
27 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs’ claims
28

1 for damages are dismissed or judgment is entered on them in favor of Defendants,
2 Plaintiffs will have no adequate legal remedy.

3 **9. Georgia**

4 **a. Georgia Count 1: Breach of Implied Warranty (Ga. Code.**
5 **Ann. §§ 11-2-314 and 11-2A-212) Against HMA and KA**

6 2180. Plaintiffs reallege and incorporate by reference all preceding
7 allegations as though fully set forth herein.

8 2181. Plaintiffs bring this count individually and on behalf of the other
9 members of the Hyundai Georgia Class, against HMA.

10 2182. Plaintiffs bring this count individually and on behalf of the other
11 members of the Kia Georgia Class, against KA.

12 2183. For purposes of this count, the Hyundai Georgia Class Members and
13 Kia Georgia Class Members together shall be referred to as “Class Members.”

14 2184. For purposes of this count, HMA and KA together shall be referred to
15 as “Defendants.”

16 2185. Defendants were at all relevant times “merchants” with respect to
17 motor vehicles under Ga. Code Ann. §§ 11-2-104(1) and 11-2A-103(3), and
18 “sellers” of motor vehicles under § 11-2-103(1)(d).

19 2186. With respect to leases, Defendants are and were at all relevant times
20 “lessors” of motor vehicles under Ga. Code Ann. § 11-2A-103(1)(p).

21 2187. The Class Vehicles are and were at all relevant times “goods” within
22 the meaning of Ga. Code Ann. §§ 11-2-105(1) and 11-2A-103(1)(h).

23 2188. A warranty that the Class Vehicles were in merchantable condition and
24 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
25 to Ga. Code Ann. §§ 11- 2-314 and 11-2A-212.

26 2189. Defendants knew or had reason to know of the specific use for which
27 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
28 Class Members with an implied warranty that the Class Vehicles and any parts

1 thereof were merchantable and fit for the ordinary purposes for which they were
2 sold. This implied warranty included, among other things, a warranty that the Class
3 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
4 safe and reliable for providing transportation, would not be vulnerable to an
5 abnormally high risk of theft, and complied with applicable federal and state laws
6 and regulations, including FMVSS 114.

7 2190. However, the Class Vehicles did not comply with the implied warranty
8 of merchantability because they were defective and not in merchantable condition,
9 would not pass without objection in the trade, and were not fit for their ordinary
10 purpose of providing reasonably reliable, safe, and secure transportation at the time
11 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
12 Prone Defect, lacking any anti-theft features or design elements to provide an
13 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
14 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
15 vulnerable to theft, making them prime targets to be used as instrumentalities
16 through which thieves engage in reckless driving or other criminal activity.

17 2191. Any attempt by Defendants to disclaim or limit the implied warranty
18 of merchantability for their respective Class Vehicles vis-à-vis consumers is
19 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
20 are unenforceable because Defendants knowingly sold or leased defective Class
21 Vehicles without informing consumers about the Theft Prone Defect. The time
22 limits contained in Defendants' warranty periods were also unconscionable and
23 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
24 and Class Members had no meaningful choice in determining these time
25 limitations, the terms of which unreasonably favored Defendants. A gross disparity
26 in bargaining power existed between Defendants and Plaintiffs and other Class
27 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
28 sale.

1 2192. Furthermore, the circumstances described herein caused Defendants’
2 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
3 Class Members may seek alternative remedies. Indeed, these breaches of warranties
4 have denied Plaintiffs and Class Members the benefit of their respective bargains,
5 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
6 manner without the ever-present risk of them being stolen.

7 2193. Plaintiffs and Class Members have provided Defendants with
8 reasonable notice and opportunity to cure the breaches of their implied warranties
9 by way of the numerous complaints filed against them and the individual notice
10 letters sent by Class Members within a reasonable amount of time after the Theft
11 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
12 2022, Class Members sent notice letters to them.

13 2194. Alternatively, Plaintiffs and the Class Members were excused from
14 providing Defendants with notice and an opportunity to cure the breach, because it
15 would have been futile. As alleged throughout Plaintiffs’ Complaint, Defendants
16 have long known that the Class Vehicles contained the Theft Prone Defect;
17 however, to date, Defendants have not instituted an adequate and meaningful repair
18 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
19 had no reason to believe that Defendants would have adequately repaired the Theft
20 Prone Defect if they presented their Class Vehicles to them for repair.

21 2195. As a direct and proximate result of Defendants’ breach of the implied
22 warranty of merchantability, Plaintiffs’ and Class Members’ Class Vehicles were
23 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
24 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
25 amount to be proven at trial.
26
27
28

1 **b. Georgia Count 2: Violation of the Georgia Uniform**
2 **Deceptive Trade Practices Act (Ga. Code Ann. § 10-1-370, et**
3 **seq.) Against All Defendants**

4 2196. Plaintiffs reallege and incorporate by reference all preceding
5 allegations as though fully set forth herein.

6 2197. Plaintiffs bring this count individually and on behalf of the other
7 members of the Hyundai Georgia Class, against HMA.

8 2198. Plaintiffs bring this count individually and on behalf of the other
9 members of the Kia Georgia Class, against KA.

10 2199. For purposes of this count, the Hyundai Georgia Class Members and
11 Kia Georgia Class Members together shall be referred to as “Class Members.”

12 2200. Defendants, Plaintiffs, and the Class Members are “persons” within the
13 meaning of Georgia Uniform Deceptive Trade Practices Act (“Georgia UDTPA”),
14 Ga. Code. Ann. § 10-1-371(5).

15 2201. The Georgia UDTPA prohibits any “deceptive trade practices,” which
16 include misrepresenting the “standard, quality, or grade” of goods or services, and
17 engaging “in any other conduct which similarly creates a likelihood of confusion or
18 of misunderstanding.” Ga. Code. Ann. § 10-1-372(a).

19 2202. In the course of their business, Defendants, through their agents,
20 employees, and/or subsidiaries, violated the Georgia UDTPA by knowingly and
21 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
22 material facts regarding the quality, reliability, and safety of the Class Vehicles and
23 the Theft Prone Defect, as detailed above.

24 2203. Defendants had an ongoing duty to Plaintiffs and Class Members to
25 refrain from unfair or deceptive practices under the Georgia UDTPA in the course
26 of their business. Specifically, Defendants owed the Plaintiffs and Class Members a
27 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
28 Vehicles because, as detailed above:

a. Defendants had exclusive access to and far superior knowledge about

1 facts regarding the Theft Prone Defect and Defendants knew these
2 facts were not known to or reasonably discoverable by Plaintiffs or
3 Class Members;

4 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
5 and Class Members lack the sophisticated expertise in vehicle
6 components that would be necessary to discover the Theft Prone
7 Defect on their own;

8 c. Defendants knew that the Theft Prone Defect gave rise to safety
9 concerns for the consumers who use the Class Vehicles, and the Theft
10 Prone Defect would have been a material fact to the Class Members'
11 decisions to buy or lease Class Vehicles; and

12 d. Defendants made incomplete representations about the safety and
13 reliability of the Class Vehicles while purposefully withholding
14 material facts about a known safety defect. In uniform advertising and
15 materials provided with each Class Vehicle, HMA, and KA
16 intentionally concealed, suppressed, and failed to disclose to the
17 consumers that the Class Vehicles contained the Theft Prone Defect.
18 Because they volunteered to provide information about the Class
19 Vehicles that they marketed and offered for sale and lease to
20 consumers, HMA and KA had the duty to disclose the whole truth.

21 2204. As detailed above, the information concerning the Theft Prone Defect
22 was known to Defendants at the time of advertising and selling the Class Vehicles,
23 all of which was intended to induce consumers to purchase the Class Vehicles.

24 2205. By misrepresenting the Class Vehicles as safe and reliable and free
25 from defects, and by failing to disclose and actively concealing the dangers and risk
26 posed by the Theft Prone Defect, Defendants engaged in one or more of the
27 following unfair or deceptive business practices in violation of the Georgia UTPA:

28 a. Causing likelihood of confusion or of misunderstanding as to the

approval or certification of the Class Vehicles;

b. Representing that the Class Vehicles have approval, characteristics, uses, and benefits which they do not have;

c. Representing that the Class Vehicles are of a particular standard, quality, and grade when they are not;

d. Advertising the Class Vehicles with the intent not to sell or lease them as advertised; and

e. Engaging in conduct which creates a likelihood of confusion or of misleading persons regarding the Class Vehicles.

Ga. Code. Ann. § 10-1-372(2), (5), (7), (9), (12).

2206. Defendants intended for Plaintiffs and Class Members to rely on them to provide adequately designed Class Vehicles, and to honestly and accurately reveal the safety hazards described above.

2207. Defendants' unfair or deceptive acts or practices were designed to mislead and had a tendency or capacity to mislead and create a false impression in consumers that the Class Vehicles had adequate anti-theft protection, and that the Class Vehicles were not affected by the Theft Prone Defect. Indeed, those misrepresentations, concealments, omissions, and suppressions of material facts did in fact deceive reasonable consumers, including Plaintiffs and Class Members, about the true safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class Vehicles.

2208. Defendants' misrepresentations, omissions, and concealment of material facts regarding the Theft Prone Defect and true characteristics of the Class Vehicles were material to the decisions of Plaintiffs and Class Members to purchase and lease those vehicles, as Defendants intended. Plaintiffs and Class Members were exposed to those misrepresentations, concealments, omissions, and suppressions of material facts, and relied on Defendants' misrepresentations that the

1 Class Vehicles were safe and reliable in deciding to purchase and lease Class
2 Vehicles.

3 2209. Plaintiffs' and Class Members' reliance was reasonable, as they had no
4 way of discerning Defendants' representations were false and misleading, or
5 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
6 alleged above. Plaintiffs and Class Members did not, and could not, unravel
7 Defendants' deception on their own.

8 2210. Had they known the truth about the Theft Prone Defect, Plaintiffs
9 and Class Members would not have purchased or leased the Class Vehicles, or
10 would have paid significantly less for them.

11 2211. Plaintiffs and Class Members suffered ascertainable losses and actual
12 damages as a direct and proximate result of Defendants' concealment,
13 misrepresentations, and/or failure to disclose material information.

14 2212. Defendants' violations present a continuing risk to Plaintiffs and Class
15 Members, as well as to the general public, because the Class Vehicles remain
16 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
17 complained of herein affect the public interest.

18 2213. Pursuant to Ga. Code. Ann § 10-1-373, Plaintiffs and the Georgia State
19 Class seek an order enjoining Defendants' unfair and/or deceptive acts or practices
20 and any other just and proper relief available under the Georgia UDTPA.

21 **c. Georgia Count 3: Violation of the Georgia Fair Business**
22 **Practices Act (Ga. Code Ann. § § 10-1-390, *et seq.*) Against**
All Defendants

23 2214. Plaintiffs reallege and incorporate by reference all preceding
24 allegations as though fully set forth herein.

25 2215. Plaintiffs bring this count individually and on behalf of the other
26 members of the Hyundai Georgia Class, against HMA and HMC.

27 2216. Plaintiffs bring this count individually and on behalf of the other
28 members of the Kia Georgia Class, against KA and KC.

1 2217. For purposes of this count, the Hyundai Georgia Class Members and
2 Kia Georgia Class Members shall be referred to as “Class Members.”

3 2218. The Georgia Fair Business Practices Act (“Georgia FBPA”) declares
4 “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and
5 consumer acts or practices in trade or commerce” to be unlawful. Ga. Code. Ann.
6 § 10-1-393(a).

7 2219. In the course of their business, Defendants, through their agents,
8 employees, and/or subsidiaries, violated the Georgia FBPA.

9 2220. As detailed above, the information concerning the Theft Prone Defect
10 was known to Defendants at the time of advertising and selling the Class Vehicles,
11 all of which was intended to induce consumers to purchase the Class Vehicles.

12 2221. By misrepresenting the Class Vehicles as safe and reliable and free
13 from defects, and by failing to disclose and actively concealing the dangers and risk
14 posed by the Theft Prone Defect, Defendants engaged in one or more of the
15 following unfair or deceptive business practices in violation of the Georgia UTPA:

- 16 a. Causing likelihood of confusion or of misunderstanding as to the
17 approval or certification of the Class Vehicles;
- 18 b. Representing that the Class Vehicles have characteristics, uses,
19 benefits, and qualities which they do not have;
- 20 c. Representing that the Class Vehicles are of a particular standard,
21 quality, and grade when they are not; and
- 22 d. Advertising the Class Vehicles with the intent not to sell or lease them
23 as advertised.

24 Ga. Code. Ann. § 10-1-393(b).

25 2222. Defendants intended for Plaintiffs and Class Members to rely on them
26 to provide adequately designed Class Vehicles, and to honestly and accurately
27 reveal the safety hazards described above.

1 2223. Defendants' unfair or deceptive acts or practices were designed to
2 mislead and had a tendency or capacity to mislead and create a false impression in
3 consumers that the Class Vehicles had adequate anti-theft protection, and that the
4 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
5 misrepresentations, concealments, omissions, and suppressions of material facts did
6 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
7 about the true safety and reliability of Class Vehicles, the quality of the Class
8 Vehicles, and the true value of the Class Vehicles.

9 2224. Defendants' misrepresentations, omissions, and concealment of
10 material facts regarding the Theft Prone Defect and true characteristics of the Class
11 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
12 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
13 were exposed to those misrepresentations, concealments, omissions, and
14 suppressions of material facts, and relied on Defendants' misrepresentations that the
15 Class Vehicles were safe and reliable in deciding to purchase and lease Class
16 Vehicles.

17 2225. Plaintiffs' and Class Members' reliance was reasonable, as they had no
18 way of discerning Defendants' representations were false and misleading, or
19 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
20 alleged above. Plaintiffs and Class Members did not, and could not, unravel
21 Defendants' deception on their own.

22 2226. Had they known the truth about the Theft Prone Defect, Plaintiffs and
23 Class Members would not have purchased or leased the Class Vehicles, or would
24 have paid significantly less for them.

25 2227. Plaintiffs and Class Members suffered ascertainable losses and actual
26 damages as a direct and proximate result of Defendants' concealment,
27 misrepresentations, and/or failure to disclose material information.
28

1 2228. Defendants' violations present a continuing risk to Plaintiffs and Class
2 Members, as well as to the general public, because the Class Vehicles remain
3 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
4 complained of herein affect the public interest.

5 2229. On August 18, 2022, and September 12, 2022, Class Members sent
6 Defendants notice of the Theft Prone Defect. Additionally, all Defendants were
7 provided notice of the issues raised in this count and this Complaint by the
8 governmental investigations, the numerous complaints filed against them, internet
9 videos, news reports, and the many individual notice letters sent by Plaintiffs within
10 a reasonable amount of time after the allegations of Class Vehicle defects became
11 public. Because Defendants failed to remedy their unlawful conduct, Plaintiffs seek
12 all damages and relief to which Class Members are entitled.

13 2230. Alternatively, providing notice to Defendants and an opportunity to
14 cure the breach prior to filing suit would have been futile. As alleged above,
15 Defendants have long known that the Class Vehicles contained the Theft Prone
16 Defect, however, did nothing to remedy the Theft Prone Defect.

17 2231. Pursuant to Ga. Code. Ann. § 10-1-399, Plaintiffs and the Georgia
18 State Class seek an order enjoining Defendants' unfair and/or deceptive acts or
19 practices, and awarding any other just and proper relief available under the Georgia
20 FBPA.

21 **d. Georgia Count 4: Fraud by Omission and Concealment**
22 **Against All Defendants**

23 2232. Plaintiffs reallege and incorporate by reference all preceding
24 allegations as though fully set forth herein.

25 2233. Plaintiffs bring this count individually and on behalf of the other
26 members of the Hyundai Georgia Class, against HMA and HMC.

27 2234. Plaintiffs bring this count individually and on behalf of the other
28 members of the Kia Georgia Class, against KA and KC.

1 2235. For purposes of this count, the Hyundai Georgia Class Members and
2 Kia Georgia Class Members shall be referred to as “Class Members.”

3 2236. Defendants were aware of the Theft Prone Defect when they marketed
4 and sold the Class Vehicles to Plaintiffs and Class Members.

5 2237. Having been aware of the Theft Prone Defect within the Class
6 Vehicles, and having known that Plaintiffs and Class Members could not have
7 reasonably been expected to know of the Theft Prone Defect, Defendants had a
8 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
9 connection with the sale of the Class Vehicles. Defendants further had a duty to
10 disclose the Theft Prone Defect because:

- 11 a. Defendants had exclusive access to and far superior knowledge about
12 facts regarding the Theft Prone Defect and Defendants knew these
13 facts were not known to or reasonably discoverable by Plaintiffs or
14 Class Members;
- 15 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
16 and Class Members lack the sophisticated expertise in vehicle
17 components that would be necessary to discover the Theft Prone
18 Defect on their own;
- 19 c. Defendants knew that the Theft Prone Defect gave rise to safety
20 concerns for the consumers who use the Class Vehicles, and the Theft
21 Prone Defect would have been a material fact to the Class Members’
22 decisions to buy or lease Class Vehicles; and
- 23 d. Defendants made incomplete representations about the safety and
24 reliability of the Class Vehicles while purposefully withholding
25 material facts about a known safety defect. In uniform advertising and
26 materials provided with each Class Vehicle, HMA, and KA
27 intentionally concealed, suppressed, and failed to disclose to the
28 consumers that the Class Vehicles contained the Theft Prone Defect.

1 Because they volunteered to provide information about the Class
2 Vehicles that they marketed and offered for sale and lease to
3 consumers, HMA and KA had the duty to disclose the whole truth.

4 2238. In breach of their duties, Defendants failed to disclose the Theft Prone
5 Defect to Plaintiffs and Class Members in connection with the sale of the Class
6 Vehicles.

7 2239. For the reasons set forth above, the Theft Prone Defect within the
8 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
9 person would find it important in purchasing, leasing, or retaining a new or used
10 motor vehicle and because it directly impacts the value of the Class Vehicles
11 purchased or leased by the Plaintiffs and Class Members.

12 2240. Defendants intended for the Plaintiffs and Class Members to rely on
13 their omissions and concealment—which they did by purchasing and leasing the
14 Class Vehicles at the prices they paid believing that their vehicles would not have a
15 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
16 Vehicles.

17 2241. Plaintiffs and Class Members' reliance was reasonable, as they had no
18 way of discerning that learning the facts that Defendants had concealed or failed to
19 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
20 deception on their own.

21 2242. Defendants actively concealed and suppressed these material facts, in
22 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
23 to avoid costly recalls that would expose them to liability for those expenses and
24 harm the commercial reputations of Defendants and their products. They did so at
25 the expense of Plaintiffs and Class Members.

26 2243. If Defendants had fully and adequately disclosed the Theft Prone
27 Defect to consumers, Plaintiffs and Class Members would have seen such a
28 disclosure.

1 2244. Through their omissions and concealment with respect to the Theft
2 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
3 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
4 otherwise would not have purchased, or pay more for a Class Vehicle than they
5 otherwise would have paid.

6 2245. Had Plaintiffs and Class Members known of the Theft Prone Defect
7 within the Class Vehicles, they would not have purchased the Class Vehicles or
8 would have paid less for them.

9 2246. As a direct and proximate result of Defendants' omissions, Plaintiffs
10 and other Class Members either overpaid for the Class Vehicles or would not have
11 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
12 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
13 damages in an amount to be proven at trial.

14 2247. Defendants' acts were done maliciously, oppressively, deliberately,
15 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
16 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
17 an assessment of punitive damages, as permitted by law, in an amount sufficient to
18 deter such conduct in the future, which amount shall be determined according to
19 proof at trial.

20 **e. Georgia Count 5: Unjust Enrichment Against All**
21 **Defendants**

22 2248. Plaintiffs reallege and incorporate by reference all allegations in
23 Sections I-VI as if fully set forth herein.

24 2249. Plaintiffs bring this count under Georgia law, individually and on
25 behalf of the other members of the Hyundai Georgia Class, against HMA and
26 HMC.

27 2250. Plaintiffs bring this count under Georgia law, individually and on
28 behalf of the other members of the Kia Georgia Class, against KA and KC.

1 2251. For purposes of this count, members of the Hyundai Georgia Class and
2 Kia Georgia Class shall be referred to as “Class Members.”

3 2252. When they purchased and leased the Class Vehicles, Plaintiffs and
4 Class Members conferred tangible and material economic benefits upon
5 Defendants, who readily accepted and retained these benefits.

6 2253. Plaintiffs and Class Members would not have purchased or leased their
7 Class Vehicles, or would have paid less for them, had they known of the Theft
8 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
9 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
10 and Class Members.

11 2254. Defendants appreciated these economic benefits. These benefits were
12 the expected result of Defendants acting in their pecuniary interest at the expense of
13 their customers. They knew of these benefits because they were aware of the Theft
14 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
15 and Class Members regarding the nature and quality of the Class Vehicles while
16 profiting from this deception.

17 2255. It would be unjust, inequitable, and unconscionable for Defendants to
18 retain these benefits, including because they were procured as a result of their
19 wrongful conduct alleged above.

20 2256. Plaintiffs and Class Members are entitled to restitution of the benefits
21 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
22 Class Members to the position they occupied prior to dealing with those
23 Defendants, with such amounts to be determined at trial.

24 2257. Plaintiffs plead this claim separately as well as in the alternative to
25 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs’ claims
26 for damages are dismissed or judgment is entered on them in favor of Defendants,
27 Plaintiffs will have no adequate legal remedy.

28

1 **10. Hawaii**

2 **a. Hawaii Count 1: Breach of Implied Warranty (Haw. Rev. Stat. §§ 490:2-314 and 490:2A-212) Against HMA and KA**

3 2258. Plaintiffs reallege and incorporate by reference all preceding
4 allegations as though fully set forth herein.

5 2259. Plaintiffs bring this count individually and on behalf of the other
6 members of the Hyundai Hawaii Class, against HMA.

7 2260. Plaintiffs bring this count individually and on behalf of the other
8 members of the Kia Hawaii Class, against KA.

9 2261. For purposes of this count, the Hyundai Hawaii Class Members and
10 Kia Hawaii Class Members together shall be referred to as “Class Members.”

11 2262. For purposes of this count, HMA and KA together shall be referred to
12 as “Defendants.”

13 2263. Defendants were at all relevant times “merchants” with respect to
14 motor vehicles under Haw. Rev. Stat. §§ 490:2-104(1) and 490:2A-103(b), and
15 “sellers” of motor vehicles under § 490:2-103(1)(d).

16 2264. With respect to leases, Defendants are and were at all relevant times
17 “lessors” of motor vehicles under Haw. Rev. Stat. § 490:2A-103(a)(16).

18 2265. The Class Vehicles are and were at all relevant times “goods” within
19 the meaning of Haw. Rev. Stat. §§ 490:2-105(1) and 490:2A-103(a)(8).

20 2266. A warranty that the Class Vehicles were in merchantable condition and
21 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
22 to Haw. Rev. Stat. §§ 490:2-314 and 490:2A-212.

23 2267. Defendants knew or had reason to know of the specific use for which
24 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
25 Class Members with an implied warranty that the Class Vehicles and any parts
26 thereof were merchantable and fit for the ordinary purposes for which they were
27 sold. This implied warranty included, among other things, a warranty that the Class
28

1 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
2 safe and reliable for providing transportation, would not be vulnerable to an
3 abnormally high risk of theft, and complied with applicable federal and state laws
4 and regulations, including FMVSS 114.

5 2268. However, the Class Vehicles did not comply with the implied warranty
6 of merchantability because they were defective and not in merchantable condition,
7 would not pass without objection in the trade, and were not fit for their ordinary
8 purpose of providing reasonably reliable, safe, and secure transportation at the time
9 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
10 Prone Defect, lacking any anti-theft features or design elements to provide an
11 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
12 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
13 vulnerable to theft, making them prime targets to be used as instrumentalities
14 through which thieves engage in reckless driving or other criminal activity.

15 2269. Any attempt by Defendants to disclaim or limit the implied warranty
16 of merchantability for their respective Class Vehicles vis-à-vis consumers is
17 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
18 are unenforceable because Defendants knowingly sold or leased defective Class
19 Vehicles without informing consumers about the Theft Prone Defect. The time
20 limits contained in Defendants' warranty periods were also unconscionable and
21 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
22 and Class Members had no meaningful choice in determining these time
23 limitations, the terms of which unreasonably favored Defendants. A gross disparity
24 in bargaining power existed between Defendants and Plaintiffs and other Class
25 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
26 sale.

27 2270. Furthermore, the circumstances described herein caused Defendants'
28 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and

1 Class Members may seek alternative remedies. Indeed, these breaches of warranties
2 have denied Plaintiffs and Class Members the benefit of their respective bargains,
3 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
4 manner without the ever-present risk of them being stolen.

5 2271. Plaintiffs and Class Members have provided Defendants with
6 reasonable notice and opportunity to cure the breaches of their implied warranties
7 by way of the numerous complaints filed against them and the individual notice
8 letters sent by Class Members within a reasonable amount of time after the Theft
9 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
10 2022, Class Members sent notice letters to them.

11 2272. Alternatively, Plaintiffs and the Class Members were excused from
12 providing Defendants with notice and an opportunity to cure the breach, because it
13 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
14 have long known that the Class Vehicles contained the Theft Prone Defect;
15 however, to date, Defendants have not instituted an adequate and meaningful repair
16 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
17 had no reason to believe that Defendants would have adequately repaired the Theft
18 Prone Defect if they presented their Class Vehicles to them for repair.

19 2273. As a direct and proximate result of Defendants' breach of the implied
20 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
21 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
22 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
23 amount to be proven at trial.

24 **b. Hawaii Count 2: Unfair and Deceptive Acts in Violation of**
25 **Hawaii Law (Haw. Rev. Stat. § 480, *et seq.*) Against All**
26 **Defendants**

27 2274. Plaintiffs reallege and incorporate by reference all preceding
28 allegations as though fully set forth herein.

1 2275. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai Hawaii Class, against HMA and HMC.

3 2276. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia Hawaii Class, against KA and KC.

5 2277. For purposes of this count, the Hyundai Hawaii Class Members and
6 Kia Hawaii Class Members shall be referred to as “Class Members.”

7 2278. Defendants, Plaintiffs, and Class Members are “persons” within the
8 meaning of Haw. Rev. Stat. § 480-1.

9 2279. Plaintiffs and Class Members are “consumers” within the meaning of
10 Haw. Rev. Stat. § 480-1.

11 2280. The Class Vehicles are “commodities” within the meaning of Haw.
12 Rev. Stat. § 480-1.

13 2281. Defendants are engaged in trade or commerce within the meaning of
14 Haw.480-1.

15 2282. The Hawaii Unfair and Deceptive Acts and Practices Act (Hawaii
16 UDAP”) prohibits “unfair methods of competition and unfair or deceptive acts or
17 practices in the conduct of any trade or commerce....” Haw.480-2(a).

18 2283. In the course of their business, Defendants, through their agents,
19 employees, and/or subsidiaries, violated the Hawaii UDAP by knowingly and
20 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
21 material facts regarding the quality, reliability, and safety of the Class Vehicles and
22 the Theft Prone Defect, as detailed above.

23 2284. Defendants had an ongoing duty to Plaintiffs and Class Members to
24 refrain from unfair or deceptive practices under the Hawaii UDAP in the course of
25 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
26 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
27 Vehicles because, as detailed above:

28 a. Defendants had exclusive access to and far superior knowledge about

1 facts regarding the Theft Prone Defect and Defendants knew these
2 facts were not known to or reasonably discoverable by Plaintiffs or
3 Class Members;

4 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
5 and Class Members lack the sophisticated expertise in vehicle
6 components that would be necessary to discover the Theft Prone
7 Defect on their own;

8 c. Defendants knew that the Theft Prone Defect gave rise to safety
9 concerns for the consumers who use the Class Vehicles, and the Theft
10 Prone Defect would have been a material fact to the Class Members'
11 decisions to buy or lease Class Vehicles; and

12 d. Defendants made incomplete representations about the safety and
13 reliability of the Class Vehicles while purposefully withholding
14 material facts about a known safety defect. In uniform advertising and
15 materials provided with each Class Vehicle, HMA, and KA
16 intentionally concealed, suppressed, and failed to disclose to the
17 consumers that the Class Vehicles contained the Theft Prone Defect.
18 Because they volunteered to provide information about the Class
19 Vehicles that they marketed and offered for sale and lease to
20 consumers, HMA and KA had the duty to disclose the whole truth.

21 2285. As detailed above, the information concerning the Theft Prone Defect
22 was known to Defendants at the time of advertising and selling the Class Vehicles,
23 all of which was intended to induce consumers to purchase the Class Vehicles.

24 2286. By misrepresenting the Class Vehicles as safe and reliable and by
25 failing to disclose and actively concealing the dangers and risk posed by the Theft
26 Prone Defect, Defendants engaged in one or more unfair or deceptive business
27 practices as defined Haw. Rev. Stat. § 480-2(a).

1 2287. Defendants intended for Plaintiffs and Class Members to rely on them
2 to provide adequately designed Class Vehicles, and to honestly and accurately
3 reveal the safety hazards described above.

4 2288. Defendants' unfair or deceptive acts or practices were designed to
5 mislead and had a tendency or capacity to mislead and create a false impression in
6 consumers that the Class Vehicles had adequate anti-theft protection, and that the
7 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
8 misrepresentations, concealments, omissions, and suppressions of material facts did
9 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
10 about the true safety and reliability of Class Vehicles, the quality of the Class
11 Vehicles, and the true value of the Class Vehicles.

12 2289. Defendants' misrepresentations, omissions, and concealment of
13 material facts regarding the Theft Prone Defect and true characteristics of the Class
14 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
15 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
16 were exposed to those misrepresentations, concealments, omissions, and
17 suppressions of material facts, and relied on Defendants' misrepresentations that the
18 Class Vehicles were safe and reliable in deciding to purchase and lease Class
19 Vehicles.

20 2290. Plaintiffs' and Class Members' reliance was reasonable, as they had no
21 way of discerning Defendants' representations were false and misleading, or
22 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
23 alleged above. Plaintiffs and Class Members did not, and could not, unravel
24 Defendants' deception on their own.

25 2291. Had they known the truth about the Theft Prone Defect, Plaintiffs and
26 Class Members would not have purchased or leased the Class Vehicles, or would
27 have paid significantly less for them.
28

1 2292. Plaintiffs and Class Members suffered ascertainable losses and actual
2 damages as a direct and proximate result of Defendants' concealment,
3 misrepresentations, and/or failure to disclose material information.

4 2293. Defendants' violations present a continuing risk to Plaintiffs and Class
5 Members, as well as to the general public, because the Class Vehicles remain
6 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
7 complained of herein affect the public interest.

8 2294. Plaintiffs and Class Members seek an order enjoining Defendants'
9 unfair and/or deceptive acts or practices, and awarding damages, punitive damages,
10 and any other just and proper relief available under the Hawaii UDAP.

11 **c. Hawaii Count 3: Fraud by Omission and Concealment**
12 **Against All Defendants**

13 2295. Plaintiffs reallege and incorporate by reference all preceding
14 allegations as though fully set forth herein.

15 2296. Plaintiffs bring this count individually and on behalf of the other
16 members of the Hyundai Hawaii Class, against HMA and HMC.

17 2297. Plaintiffs bring this count individually and on behalf of the other
18 members of the Kia Hawaii Class, against KA and KC.

19 2298. For purposes of this count, the Hyundai Hawaii Class Members and
20 Kia Hawaii Class Members shall be referred to as "Class Members."

21 2299. Defendants were aware of the Theft Prone Defect when they marketed
22 and sold the Class Vehicles to Plaintiffs and Class Members.

23 2300. Having been aware of the Theft Prone Defect within the Class
24 Vehicles, and having known that Plaintiffs and Class Members could not have
25 reasonably been expected to know of the Theft Prone Defect, Defendants had a
26 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
27 connection with the sale of the Class Vehicles. Defendants further had a duty to
28 disclose the Theft Prone Defect because:

- a. Defendants had exclusive access to and far superior knowledge about facts regarding the Theft Prone Defect and Defendants knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members;
- b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs and Class Members lack the sophisticated expertise in vehicle components that would be necessary to discover the Theft Prone Defect on their own;
- c. Defendants knew that the Theft Prone Defect gave rise to safety concerns for the consumers who use the Class Vehicles, and the Theft Prone Defect would have been a material fact to the Class Members' decisions to buy or lease Class Vehicles; and
- d. Defendants made incomplete representations about the safety and reliability of the Class Vehicles while purposefully withholding material facts about a known safety defect. In uniform advertising and materials provided with each Class Vehicle, HMA, and KA intentionally concealed, suppressed, and failed to disclose to the consumers that the Class Vehicles contained the Theft Prone Defect. Because they volunteered to provide information about the Class Vehicles that they marketed and offered for sale and lease to consumers, HMA and KA had the duty to disclose the whole truth.

2301. In breach of their duties, Defendants failed to disclose the Theft Prone Defect to Plaintiffs and Class Members in connection with the sale of the Class Vehicles.

2302. For the reasons set forth above, the Theft Prone Defect within the Class Vehicles is material to the sale of the Class Vehicles because a reasonable person would find it important in purchasing, leasing, or retaining a new or used

1 motor vehicle and because it directly impacts the value of the Class Vehicles
2 purchased or leased by the Plaintiffs and Class Members.

3 2303. Defendants intended for the Plaintiffs and Class Members to rely on
4 their omissions and concealment—which they did by purchasing and leasing the
5 Class Vehicles at the prices they paid believing that their vehicles would not have a
6 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
7 Vehicles.

8 2304. Plaintiffs and Class Members' reliance was reasonable, as they had no
9 way of discerning that learning the facts that Defendants had concealed or failed to
10 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
11 deception on their own.

12 2305. Defendants actively concealed and suppressed these material facts, in
13 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
14 to avoid costly recalls that would expose them to liability for those expenses and
15 harm the commercial reputations of Defendants and their products. They did so at
16 the expense of Plaintiffs and Class Members.

17 2306. If Defendants had fully and adequately disclosed the Theft Prone
18 Defect to consumers, Plaintiffs and Class Members would have seen such a
19 disclosure.

20 2307. Through their omissions and concealment with respect to the Theft
21 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
22 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
23 otherwise would not have purchased, or pay more for a Class Vehicle than they
24 otherwise would have paid.

25 2308. Had Plaintiffs and Class Members known of the Theft Prone Defect
26 within the Class Vehicles, they would not have purchased the Class Vehicles or
27 would have paid less for them.
28

2309. As a direct and proximate result of Defendants' omissions, Plaintiffs and other Class Members either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their damages in an amount to be proven at trial.

2310. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members' rights and well-being; and to enrich themselves. Defendants' misconduct warrants an assessment of punitive damages, as permitted by law, in an amount sufficient to deter such conduct in the future, which amount shall be determined according to proof at trial.

d. Hawaii Count 4: Unjust Enrichment Against All Defendants

2311. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

2312. Plaintiffs bring this count under Hawaii law, individually and on behalf of the other members of the Hyundai Hawaii Class, against HMA and HMC.

2313. Plaintiffs bring this count under Hawaii law, individually and on behalf of the other members of the Kia Hawaii Class, against KA and KC.

2314. For purposes of this count, members of the Hyundai Hawaii Class and Kia Hawaii Class shall be referred to as "Class Members."

2315. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

2316. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

2317. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

2318. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

2319. Plaintiffs and Class Members are entitled to restitution of the benefits Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and Class Members to the position they occupied prior to dealing with those Defendants, with such amounts to be determined at trial.

2320. Plaintiffs plead this claim separately as well as in the alternative to their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims for damages are dismissed or judgment is entered on them in favor of Defendants, Plaintiffs will have no adequate legal remedy.

11. Idaho

a. Idaho Count 1: Breach of Implied Warranty (Idaho Code §§ 28-2-314 and 28-12-212) Against HMA and KA

2321. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2322. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Idaho Class, against HMA.

2323. Plaintiffs bring this count individually and on behalf of the other members of the Kia Idaho Class, against KA.

2324. For purposes of this count, the Hyundai Idaho Class Members and Kia Idaho Class Members together shall be referred to as "Class Members."

1 2325. For purposes of this count, HMA and KA together shall be referred to
2 as “Defendants.”

3 2326. Defendants were at all relevant times “merchants” with respect to
4 motor vehicles Idaho Code §§ 28-2-104(1) and 28-12-103(3), and “sellers” of
5 motor vehicles under § 28-2- 103(1)(d).

6 2327. With respect to leases, Defendants are and were at all relevant times
7 “lessors” of motor vehicles under Idaho Code § 28-12-103(1)(p).

8 2328. The Class Vehicles are and were at all relevant times “goods” within
9 the meaning of Idaho Code §§ 28-2-105(1) and 28-12-103(1)(h).

10 2329. A warranty that the Class Vehicles were in merchantable condition and
11 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
12 Idaho Code §§ 28-2-314 and 28-12-212.

13 2330. Defendants knew or had reason to know of the specific use for which
14 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
15 Class Members with an implied warranty that the Class Vehicles and any parts
16 thereof were merchantable and fit for the ordinary purposes for which they were
17 sold. This implied warranty included, among other things, a warranty that the Class
18 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
19 safe and reliable for providing transportation, would not be vulnerable to an
20 abnormally high risk of theft, and complied with applicable federal and state laws
21 and regulations, including FMVSS 114.

22 2331. However, the Class Vehicles did not comply with the implied warranty
23 of merchantability because they were defective and not in merchantable condition,
24 would not pass without objection in the trade, and were not fit for their ordinary
25 purpose of providing reasonably reliable, safe, and secure transportation at the time
26 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
27 Prone Defect, lacking any anti-theft features or design elements to provide an
28 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a

1 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
2 vulnerable to theft, making them prime targets to be used as instrumentalities
3 through which thieves engage in reckless driving or other criminal activity.

4 2332. Any attempt by Defendants to disclaim or limit the implied warranty
5 of merchantability for their respective Class Vehicles vis-à-vis consumers is
6 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
7 are unenforceable because Defendants knowingly sold or leased defective Class
8 Vehicles without informing consumers about the Theft Prone Defect. The time
9 limits contained in Defendants' warranty periods were also unconscionable and
10 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
11 and Class Members had no meaningful choice in determining these time
12 limitations, the terms of which unreasonably favored Defendants. A gross disparity
13 in bargaining power existed between Defendants and Plaintiffs and other Class
14 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
15 sale.

16 2333. Furthermore, the circumstances described herein caused Defendants'
17 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
18 Class Members may seek alternative remedies. Indeed, these breaches of warranties
19 have denied Plaintiffs and Class Members the benefit of their respective bargains,
20 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
21 manner without the ever-present risk of them being stolen.

22 2334. Plaintiffs and Class Members have provided Defendants with
23 reasonable notice and opportunity to cure the breaches of their implied warranties
24 by way of the numerous complaints filed against them and the individual notice
25 letters sent by Class Members within a reasonable amount of time after the Theft
26 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
27 2022, Class Members sent notice letters to them.

28

1 2335. Alternatively, Plaintiffs and the Class Members were excused from
2 providing Defendants with notice and an opportunity to cure the breach, because it
3 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
4 have long known that the Class Vehicles contained the Theft Prone Defect;
5 however, to date, Defendants have not instituted an adequate and meaningful repair
6 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
7 had no reason to believe that Defendants would have adequately repaired the Theft
8 Prone Defect if they presented their Class Vehicles to them for repair.

9 2336. As a direct and proximate result of Defendants' breach of the implied
10 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
11 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
12 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
13 amount to be proven at trial.

14 **b. Idaho Count 2: Violation of the Idaho Consumer Protection**
15 **Act (Idaho Code § 48-601, et seq.) Against All Defendants**

16 2337. Plaintiffs reallege and incorporate by reference all preceding
17 allegations as though fully set forth herein.

18 2338. Plaintiffs bring this count individually and on behalf of the other
19 members of the Hyundai Idaho Class, against HMA and HMC.

20 2339. Plaintiffs bring this count individually and on behalf of the other
21 members of the Kia Idaho Class, against KA and KC.

22 2340. For purposes of this count, the Hyundai Idaho Class Members and Kia
23 Idaho Class Members shall be referred to as "Class Members."

24 2341. Defendants, Plaintiffs and Class Members are "persons" within the
25 meaning of Idaho Code § 48-602(1).

26 2342. Defendants are engaged in "trade" or "commerce" within the meaning
27 of Idaho Code § 48-602(2).
28

1 2343. The Class Vehicles are “goods” within the meaning of Idaho Code
2 § 48-602(6).

3 2344. The Idaho Consumer Protection Act (“Idaho CPA”) makes “unfair
4 methods of competition and unfair or deceptive acts or practices” unlawful.

5 2345. In the course of their business, Defendants, through their agents,
6 employees, and/or subsidiaries, violated the Idaho CPA by knowingly and
7 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
8 material facts regarding the quality, reliability, and safety of the Class Vehicles and
9 the Theft Prone Defect, as detailed above.

10 2346. Defendants had an ongoing duty to the Plaintiffs and Class Members
11 to refrain from unfair or deceptive practices under the Idaho CPA in the course of
12 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
13 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
14 Vehicles because, as detailed above:

- 15 a. Defendants had exclusive access to and far superior knowledge about
16 facts regarding the Theft Prone Defect and Defendants knew these
17 facts were not known to or reasonably discoverable by Plaintiffs or
18 Class Members;
- 19 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
20 and Class Members lack the sophisticated expertise in vehicle
21 components that would be necessary to discover the Theft Prone
22 Defect on their own;
- 23 c. Defendants knew that the Theft Prone Defect gave rise to safety
24 concerns for the consumers who use the Class Vehicles, and the Theft
25 Prone Defect would have been a material fact to the Class Members’
26 decisions to buy or lease Class Vehicles; and
- 27 d. Defendants made incomplete representations about the safety and
28 reliability of the Class Vehicles while purposefully withholding

1 material facts about a known safety defect. In uniform advertising and
2 materials provided with each Class Vehicle, HMA, and KA
3 intentionally concealed, suppressed, and failed to disclose to the
4 consumers that the Class Vehicles contained the Theft Prone Defect.
5 Because they volunteered to provide information about the Class
6 Vehicles that they marketed and offered for sale and lease to
7 consumers, HMA and KA had the duty to disclose the whole truth.

8 2347. As detailed above, the information concerning the Theft Prone Defect
9 was known to Defendants at the time of advertising and selling the Class Vehicles,
10 all of which was intended to induce consumers to purchase the Class Vehicles.

11 2348. By misrepresenting the Class Vehicles as safe and reliable and by
12 failing to disclose and actively concealing the dangers and risk posed by the Theft
13 Prone Defect, Defendants engaged in one or more of the following unfair or
14 deceptive acts or practices as defined in Idaho Code § 48-603:

- 15 a. Causing likelihood of confusion or of misunderstanding as to the
16 approval, or certification of the Class Vehicles;
- 17 b. Representing that the Class Vehicles had approval, characteristics,
18 uses, or benefits that they did not have;
- 19 c. Representing that the Class Vehicles were of a particular standard,
20 quality or grade that they did not have;
- 21 d. Advertising the Class Vehicles with the intent not to sell them as
22 advertised;
- 23 e. Engaging in any act or practice that is otherwise misleading, false, or
24 deceptive to the consumer; and
- 25 f. Engaging in any unconscionable method, act or practice in the conduct
26 of trade or commerce.

27 Idaho Code § 48-603(2), (5), (7), (9), (17), and (18).
28

1 2349. Defendants intended for Plaintiffs and Class Members to rely on them
2 to provide adequately designed Class Vehicles, and to honestly and accurately
3 reveal the safety hazards described above.

4 2350. Defendants' unfair or deceptive acts or practices were designed to
5 mislead and had a tendency or capacity to mislead and create a false impression in
6 consumers that the Class Vehicles had adequate anti-theft protection, and that the
7 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
8 misrepresentations, concealments, omissions, and suppressions of material facts did
9 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
10 about the true safety and reliability of Class Vehicles, the quality of the Class
11 Vehicles, and the true value of the Class Vehicles. Defendants' misrepresentations,
12 omissions, and concealment of material facts regarding the Theft Prone Defect and
13 true characteristics of the Class Vehicles were material to the decisions of Plaintiffs
14 and Class Members to purchase and lease those vehicles, as Defendants intended.
15 Plaintiffs and Class Members were exposed to those misrepresentations,
16 concealments, omissions, and suppressions of material facts, and relied on
17 Defendants' misrepresentations that the Class Vehicles were safe and reliable in
18 deciding to purchase and lease Class Vehicles.

19 2351. Plaintiffs' and Class Members' reliance was reasonable, as they had no
20 way of discerning Defendants' representations were false and misleading, or
21 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
22 alleged above. Plaintiffs and Class Members did not, and could not, unravel
23 Defendants' deception on their own.

24 2352. Had they known the truth about the Theft Prone Defect, Plaintiffs and
25 Class Members would not have purchased or leased the Class Vehicles, or would
26 have paid significantly less for them.

1 2353. Plaintiffs and Class Members suffered ascertainable losses and actual
2 damages as a direct and proximate result of Defendants' concealment,
3 misrepresentations, and/or failure to disclose material information.

4 2354. Defendants' violations present a continuing risk to Plaintiffs and Class
5 Members, as well as to the general public, because the Class Vehicles remain
6 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
7 complained of herein affect the public interest.

8 2355. Pursuant to Idaho Code § 48-608, Plaintiffs and Class Members seek
9 an order enjoining Defendants' unfair or deceptive acts or practices and awarding
10 damages, punitive damages, and any other just and proper relief available under the
11 Idaho CPA.

12 **c. Idaho Count 3: Fraud by Omission and Concealment**
13 **Against All Defendants**

14 2356. Plaintiffs reallege and incorporate by reference all preceding
15 allegations as though fully set forth herein.

16 2357. Plaintiffs bring this count individually and on behalf of the other
17 members of the Hyundai Idaho Class, against HMA and HMC.

18 2358. Plaintiffs bring this count individually and on behalf of the other
19 members of the Kia Idaho Class, against KA and KC.

20 2359. For purposes of this count, the Hyundai Idaho Class Members and Kia
21 Idaho Class Members shall be referred to as "Class Members."

22 2360. Defendants were aware of the Theft Prone Defect when they marketed
23 and sold the Class Vehicles to Plaintiffs and Class Members.

24 2361. Having been aware of the Theft Prone Defect within the Class
25 Vehicles, and having known that Plaintiffs and Class Members could not have
26 reasonably been expected to know of the Theft Prone Defect, Defendants had a
27 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
28

1 connection with the sale of the Class Vehicles. Defendants further had a duty to
2 disclose the Theft Prone Defect because:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 2362. In breach of their duties, Defendants failed to disclose the Theft Prone
25 Defect to Plaintiffs and Class Members in connection with the sale of the Class
26 Vehicles.

27 2363. For the reasons set forth above, the Theft Prone Defect within the
28 Class Vehicles is material to the sale of the Class Vehicles because a reasonable

1 person would find it important in purchasing, leasing, or retaining a new or used
2 motor vehicle and because it directly impacts the value of the Class Vehicles
3 purchased or leased by the Plaintiffs and Class Members.

4 2364. Defendants intended for the Plaintiffs and Class Members to rely on
5 their omissions and concealment—which they did by purchasing and leasing the
6 Class Vehicles at the prices they paid believing that their vehicles would not have a
7 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
8 Vehicles.

9 2365. Plaintiffs and Class Members' reliance was reasonable, as they had no
10 way of discerning that learning the facts that Defendants had concealed or failed to
11 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
12 deception on their own.

13 2366. Defendants actively concealed and suppressed these material facts, in
14 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
15 to avoid costly recalls that would expose them to liability for those expenses and
16 harm the commercial reputations of Defendants and their products. They did so at
17 the expense of Plaintiffs and Class Members.

18 2367. If Defendants had fully and adequately disclosed the Theft Prone
19 Defect to consumers, Plaintiffs and Class Members would have seen such a
20 disclosure.

21 2368. Through their omissions and concealment with respect to the Theft
22 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
23 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
24 otherwise would not have purchased, or pay more for a Class Vehicle than they
25 otherwise would have paid.

26 2369. Had Plaintiffs and Class Members known of the Theft Prone Defect
27 within the Class Vehicles, they would not have purchased the Class Vehicles or
28 would have paid less for them.

1 2370. As a direct and proximate result of Defendants' omissions, Plaintiffs
2 and other Class Members either overpaid for the Class Vehicles or would not have
3 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
4 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
5 damages in an amount to be proven at trial.

6 2371. Defendants' acts were done maliciously, oppressively, deliberately,
7 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
8 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
9 an assessment of punitive damages, as permitted by law, in an amount sufficient to
10 deter such conduct in the future, which amount shall be determined according to
11 proof at trial.

12 **d. Idaho Count 4: Unjust Enrichment Against All Defendants**

13 2372. Plaintiffs reallege and incorporate by reference all allegations in
14 Sections I-VI as if fully set forth herein.

15 2373. Plaintiffs bring this count under Idaho law, individually and on behalf
16 of the other members of the Hyundai Idaho Class, against HMA and HMC.

17 2374. Plaintiffs bring this count under Idaho law, individually and on behalf
18 of the other members of the Kia Idaho Class, against KA and KC.

19 2375. For purposes of this count, members of the Hyundai Idaho Class and
20 Kia Idaho Class shall be referred to as "Class Members."

21 2376. When they purchased and leased the Class Vehicles, Plaintiffs and
22 Class Members conferred tangible and material economic benefits upon
23 Defendants, who readily accepted and retained these benefits.

24 2377. Plaintiffs and Class Members would not have purchased or leased their
25 Class Vehicles, or would have paid less for them, had they known of the Theft
26 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
27 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
28 and Class Members.

2378. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

2379. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

2380. Plaintiffs and Class Members are entitled to restitution of the benefits Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and Class Members to the position they occupied prior to dealing with those Defendants, with such amounts to be determined at trial.

2381. Plaintiffs plead this claim separately as well as in the alternative to their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims for damages are dismissed or judgment is entered on them in favor of Defendants, Plaintiffs will have no adequate legal remedy.

12. Illinois

a. Illinois Count 1: Breach of Implied Warranty of Merchantability (810 Ill. Comp. Stat. 5/2-314 and 5/2A-212) Against HMA and KA

2382. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2383. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Illinois Class, against HMA.

2384. Plaintiffs bring this count individually and on behalf of the other members of the Kia Illinois Class, against KA.

2385. For purposes of this count, the Hyundai Illinois Class Members and Kia Illinois Class Members together shall be referred to as "Class Members."

1 2386. For purposes of this count, HMA and KA together shall be referred to
2 as “Defendants.”

3 2387. A warranty that the Class Vehicles were in merchantable condition and
4 fit for the ordinary purpose for which such goods are used is implied by law
5 pursuant to 810 ILCS 5/2-314 and 5/2A-212.

6 2388. Defendants are and were at all relevant times “merchants” with respect
7 to motor vehicles under 810 ILCS 5/2-104(1) and 5/2A-103(3), and a “seller” of
8 motor vehicles under 5/2-103(1)(d).

9 2389. Defendants are and were at all relevant times “lessors” of motor
10 vehicles under 810 ILCS 5/2A-103(1)(p).

11 2390. All Class Members who purchased Class Vehicles in Illinois are
12 “buyers” within the meaning of 810 ILCS 5/2-103(1)(a).

13 2391. All State Class Members who leased Class Vehicles in Illinois are
14 “lessees” within the meaning of 810 ILCS 5/2A-103(1)(n).

15 2392. The Class Vehicles are and were at all relevant times “goods” within
16 the meaning of 810 ILCS 5/2-105(1) and 5/2A-103(1)(h).

17 2393. Defendants knew or had reason to know of the specific use for which
18 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
19 Class Members with an implied warranty that the Class Vehicles and any parts
20 thereof were merchantable and fit for the ordinary purposes for which they were
21 sold. This implied warranty included, among other things, a warranty that the Class
22 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
23 safe and reliable for providing transportation, would not be vulnerable to an
24 abnormally high risk of theft, and complied with applicable federal and state laws
25 and regulations, including FMVSS 114.

26 2394. However, the Class Vehicles did not comply with the implied warranty
27 of merchantability because they were defective and not in merchantable condition,
28 would not pass without objection in the trade, and were not fit for their ordinary

1 purpose of providing reasonably reliable, safe, and secure transportation at the time
2 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
3 Prone Defect, lacking any anti-theft features or design elements to provide an
4 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
5 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
6 vulnerable to theft, making them prime targets to be used as instrumentalities
7 through which thieves engage in reckless driving or other criminal activity.

8 2395. Any attempt by Defendants to disclaim or limit the implied warranty
9 of merchantability for their respective Class Vehicles vis-à-vis consumers is
10 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
11 are unenforceable because Defendants knowingly sold or leased defective Class
12 Vehicles without informing consumers about the Theft Prone Defect. The time
13 limits contained in Defendants' warranty periods were also unconscionable and
14 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
15 and Class Members had no meaningful choice in determining these time
16 limitations, the terms of which unreasonably favored Defendants. A gross disparity
17 in bargaining power existed between Defendants and Plaintiffs and other Class
18 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
19 sale.

20 2396. Furthermore, the circumstances described herein caused Defendants'
21 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
22 Class Members may seek alternative remedies. Indeed, these breaches of warranties
23 have denied Plaintiffs and Class Members the benefit of their respective bargains,
24 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
25 manner without the ever-present risk of them being stolen.

26 2397. Plaintiffs and Class Members have provided Defendants with
27 reasonable notice and opportunity to cure the breaches of their implied warranties
28 by way of the numerous complaints filed against them and the individual notice

1 letters sent by Class Members within a reasonable amount of time after the Theft
2 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
3 2022, Class Members sent notice letters to them.

4 2398. Alternatively, Plaintiffs and the Class Members were excused from
5 providing Defendants with notice and an opportunity to cure the breach, because it
6 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
7 have long known that the Class Vehicles contained the Theft Prone Defect;
8 however, to date, Defendants have not instituted an adequate and meaningful repair
9 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
10 had no reason to believe that Defendants would have adequately repaired the Theft
11 Prone Defect if they presented their Class Vehicles to them for repair.

12 2399. As a direct and proximate result of Defendants' breach of the implied
13 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
14 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
15 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
16 amount to be proven at trial.

17 **b. Illinois Count 2: Violation of the Illinois Consumer Fraud**
18 **and Deceptive Business Practices Act (815 Ill. Comp. Stat.**
505/1, et seq.) Against All Defendants

19 2400. Plaintiffs reallege and incorporate by reference all preceding
20 allegations as though fully set forth herein.

21 2401. Plaintiffs bring this count individually and on behalf of the other
22 members of the Hyundai Illinois Class, against HMA and HMC.

23 2402. Plaintiffs bring this count individually and on behalf of the other
24 members of the Kia Illinois Class, against KA and KC.

25 2403. For purposes of this count, the Hyundai Illinois Class Members and
26 Kia Illinois Class Members shall be referred to as "Class Members."

27 2404. Defendants, Plaintiffs, and the Class Members are "persons" within the
28 meaning of 815 ILCS 505/1(c).

1 2405. The Plaintiffs and Class Members are “consumers” within the meaning
2 of 815 ILCS 505/1(e).

3 2406. The Class Vehicles are “merchandise” within the meaning of 815
4 ILCS 505/1(b).

5 2407. Defendants were and are engaged in “trade” and “commerce” within
6 the meaning of 815 ILCS 505/1(f).

7 2408. The Illinois Consumer Fraud and Deceptive Business Practices Act
8 (“Illinois CFA”) prohibits “[u]nfair methods of competition and unfair or deceptive
9 acts or practices[.]” 815 ILCS 505/2.

10 2409. In the course of their business, Defendants through their agents,
11 employees, and/or subsidiaries, violated the Illinois CFA by knowingly and
12 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
13 material facts regarding the quality, reliability, and safety of the Class Vehicles and
14 the Theft Prone Defect, as detailed above.

15 2410. Defendants had an ongoing duty to the Plaintiffs and Class Members
16 to refrain from unfair or deceptive practices under the Illinois CFA in the course of
17 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
18 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
19 Vehicles because, as detailed above:

- 20 a. Defendants had exclusive access to and far superior knowledge about
21 facts regarding the Theft Prone Defect and Defendants knew these
22 facts were not known to or reasonably discoverable by Plaintiffs or
23 Class Members;
- 24 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
25 and Class Members lack the sophisticated expertise in vehicle
26 components that would be necessary to discover the Theft Prone
27 Defect on their own;
- 28 c. Defendants knew that the Theft Prone Defect gave rise to safety

concerns for the consumers who use the Class Vehicles, and the Theft Prone Defect would have been a material fact to the Class Members' decisions to buy or lease Class Vehicles; and

- d. Defendants made incomplete representations about the safety and reliability of the Class Vehicles while purposefully withholding material facts about a known safety defect. In uniform advertising and materials provided with each Class Vehicle, HMA, and KA intentionally concealed, suppressed, and failed to disclose to the consumers that the Class Vehicles contained the Theft Prone Defect. Because they volunteered to provide information about the Class Vehicles that they marketed and offered for sale and lease to consumers, HMA and KA had the duty to disclose the whole truth.

2411. As detailed above, the information concerning the Theft Prone Defect was known to Defendants at the time of advertising and selling the Class Vehicles, all of which was intended to induce consumers to purchase the Class Vehicles.

2412. By misrepresenting the Class Vehicles as safe and reliable and by failing to disclose and actively concealing the dangers and risk posed by the Theft Prone Defect, Defendants engaged in one or more of the following unfair or deceptive business practices prohibited by 815 ILCS 505/2 and 510/2:

- a. Causing likelihood of confusion or of misunderstanding as to the approval or certification of the Class Vehicles;
- b. Representing that the Class Vehicles have approval, characteristics, uses, or benefits that they do not have;
- c. Representing that the Class Vehicles are of a particular standard, quality, and grade when they are not;
- d. Advertising the Class Vehicles with the intent not to sell or lease them as advertised;
- e. Engaging in other conduct which created a likelihood of confusion or

1 of misunderstanding; and/or

2 f. Using or employing deception, fraud, false pretense, false promise or
3 misrepresentation, or the concealment, suppression, or omission of a
4 material fact with intent that others rely upon such concealment,
5 suppression, or omission, in connection with the advertisement and
6 sale/lease of the Class Vehicles, whether or not any person has in fact
7 been misled, deceived, or damaged thereby.

8 ILCS 505/2, 815 ILCS 510/2

9 2413. Defendants intended for Plaintiffs and Class Members to rely on them
10 to provide adequately designed Class Vehicles, and to honestly and accurately
11 reveal the safety hazards described above.

12 2414. Defendants' unfair or deceptive acts or practices were designed to
13 mislead and had a tendency or capacity to mislead and create a false impression in
14 consumers that the Class Vehicles had adequate anti-theft protection, and that the
15 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
16 misrepresentations, concealments, omissions, and suppressions of material facts did
17 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
18 about the true safety and reliability of Class Vehicles, the quality of the Class
19 Vehicles, and the true value of the Class Vehicles.

20 2415. Defendants' misrepresentations, omissions, and concealment of
21 material facts regarding the Theft Prone Defect and true characteristics of the Class
22 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
23 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
24 were exposed to those misrepresentations, concealments, omissions, and
25 suppressions of material facts, and relied on Defendants' misrepresentations that the
26 Class Vehicles were safe and reliable in deciding to purchase and lease Class
27 Vehicles.

1 2416. Plaintiffs’ and Class Members’ reliance was reasonable, as they had no
2 way of discerning Defendants’ representations were false and misleading, or
3 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
4 alleged above. Plaintiffs and Class Members did not, and could not, unravel
5 Defendants’ deception on their own.

6 2417. Had they known the truth about the Theft Prone Defect, Plaintiffs and
7 Class Members would not have purchased or leased the Class Vehicles, or would
8 have paid significantly less for them.

9 2418. Plaintiffs and Class Members suffered ascertainable losses and actual
10 damages as a direct and proximate result of Defendants’ concealment,
11 misrepresentations, and/or failure to disclose material information.

12 2419. Defendants’ violations present a continuing risk to Plaintiffs and Class
13 Members, as well as to the general public, because the Class Vehicles remain
14 unsafe due to the Theft Prone Defect. Defendants’ unlawful acts and practices
15 complained of herein affect the public interest.

16 2420. Pursuant to 815 ILCS 505/10a, Plaintiffs and Class Members seek an
17 order enjoining Defendants’ unfair or deceptive acts or practices and awarding
18 damages and any other just and proper relief available under the Illinois CFA.

19 **c. Illinois Count 3: Violation of the Illinois Uniform Deceptive**
20 **Trade Practices Act (815 Ill. Comp. Stat. 510/1, et seq.)**
21 **Against All Defendants**

22 2421. Plaintiffs reallege and incorporate by reference all allegations in
23 Sections I-VI above as though fully set forth herein.

24 2422. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai Illinois Class, against HMA and HMC.

26 2423. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia Illinois Class, against KA and KC.

28 2424. For purposes of this count, the Hyundai Illinois Class Members and
Kia Illinois Class Members shall be referred to as “Class Members.”

1 2425. Defendants, Plaintiffs, and Class Members are “persons” within the
2 meaning of 815 ILCS 510/1(5).

3 2426. The Illinois Uniform Deceptive Trade Practices Act (“Illinois
4 UDTPA”) prohibits deceptive trade practices in the course of a business, vocation,
5 or occupation. 815 ILCS 510/2(a).

6 2427. In the course of their business, Defendants, through their agents,
7 employees, and/or subsidiaries, violated the UDTPA by knowingly and
8 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
9 material facts regarding the quality, reliability, and safety of the Class Vehicles and
10 the Theft Prone Defect, as detailed above.

11 2428. Specifically, by misrepresenting the Class Vehicles as safe and/or free
12 from defects, and by failing to disclose and actively concealing the dangers and risk
13 posed by the Class Vehicles and the Theft Prone Defect, Defendants engaged in one
14 or more of the following unfair or deceptive business practices prohibited by 815
15 ILCS 510/2(a):

- 16 a. Representing that the Class Vehicles have characteristics, uses,
17 benefits, and qualities which they do not have;
- 18 b. Representing that the Class Vehicles are of a particular standard,
19 quality, and grade when they are not;
- 20 c. Advertising the Class Vehicles with the intent not to sell or lease them
21 as advertised; and
- 22 d. engaging in other conduct which similarly creates a likelihood of
23 confusion or misunderstanding.

24 815 ILCS 510/2(a)(5), (7), (9), and (12)

25 2429. Defendants intended for Plaintiffs and Class Members to rely on them
26 to provide adequately designed Class Vehicles, and to honestly and accurately
27 reveal the safety hazards described above.

1 2430. Defendants' unfair and deceptive acts or practices, including their
2 misrepresentations, concealments, omissions, and suppressions of material facts,
3 were designed to mislead and had a tendency or capacity to mislead and create a
4 false impression in consumers that the Class Vehicles had adequate anti-theft
5 protection, and that the Class Vehicles were not affected by the Theft Prone Defect.
6 Indeed, those misrepresentations, concealments, omissions, and suppressions of
7 material facts did in fact deceive reasonable consumers, including Plaintiffs and
8 Class Members, about the true safety and reliability of Class Vehicles, the quality
9 of the Class Vehicles, and the true value of the Class Vehicles.

10 2431. Defendants' misrepresentations, omissions, and concealment of
11 material facts regarding the Theft Prone Defect and true characteristics of the Class
12 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
13 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
14 were exposed to those misrepresentations, concealments, omissions, and
15 suppressions of material facts, and relied on Defendants' misrepresentations that the
16 Class Vehicles were safe and reliable in deciding to purchase and lease Class
17 Vehicles.

18 2432. Plaintiffs' and Class Members' reliance was reasonable, as they had no
19 way of discerning Defendants' representations were false and misleading, or
20 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
21 alleged above. Plaintiffs and Class Members did not, and could not, unravel
22 Defendants' deception on their own.

23 2433. Had they known the truth about the Theft Prone Defect, Plaintiffs and
24 Class Members would not have purchased or leased the Class Vehicles, or would
25 have paid significantly less for them.

26 2434. Plaintiffs and Class Members suffered ascertainable losses and actual
27 damages as a direct and proximate result of Defendants' concealment,
28 misrepresentations, and/or failure to disclose material information.

1 2435. Defendants' violations present a continuing risk to Plaintiffs and Class
2 Members, as well as to the general public, because the Class Vehicles remain
3 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
4 complained of herein affect the public interest.

5 2436. Pursuant to 815 ILCS 510/3, Plaintiffs and Class Members seek an
6 order enjoining Defendants' unfair or deceptive acts or practices and awarding
7 other just and proper relief available under the Illinois UDTPA.

8 2437. Plaintiffs plead this claim separately as well as in the alternative to
9 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
10 for damages are dismissed or judgment is entered in favor of Defendants, Plaintiffs
11 will have no adequate legal remedy.

12 **d. Illinois Count 4: Fraud by Omission and Concealment**
13 **Against All Defendants**

14 2438. Plaintiffs reallege and incorporate by reference all preceding
15 allegations as though fully set forth herein.

16 2439. Plaintiffs bring this count individually and on behalf of the other
17 members of the Hyundai Illinois Class, against HMA and HMC.

18 2440. Plaintiffs bring this count individually and on behalf of the other
19 members of the Kia Illinois Class, against KA and KC.

20 2441. For purposes of this count, the Hyundai Illinois Class Members and
21 Kia Illinois Class Members shall be referred to as "Class Members."

22 2442. Defendants were aware of the Theft Prone Defect when they marketed
23 and sold the Class Vehicles to Plaintiffs and Class Members.

24 2443. Having been aware of the Theft Prone Defect within the Class
25 Vehicles, and having known that Plaintiffs and Class Members could not have
26 reasonably been expected to know of the Theft Prone Defect, Defendants had a
27 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
28

1 connection with the sale of the Class Vehicles. Defendants further had a duty to
2 disclose the Theft Prone Defect because:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 2444. In breach of their duties, Defendants failed to disclose the Theft Prone
25 Defect to Plaintiffs and Class Members in connection with the sale of the Class
26 Vehicles.

27 2445. For the reasons set forth above, the Theft Prone Defect within the
28 Class Vehicles is material to the sale of the Class Vehicles because a reasonable

1 person would find it important in purchasing, leasing, or retaining a new or used
2 motor vehicle and because it directly impacts the value of the Class Vehicles
3 purchased or leased by the Plaintiffs and Class Members.

4 2446. Defendants intended for the Plaintiffs and Class Members to rely on
5 their omissions and concealment—which they did by purchasing and leasing the
6 Class Vehicles at the prices they paid believing that their vehicles would not have a
7 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
8 Vehicles.

9 2447. Plaintiffs and Class Members' reliance was reasonable, as they had no
10 way of discerning that learning the facts that Defendants had concealed or failed to
11 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
12 deception on their own.

13 2448. Defendants actively concealed and suppressed these material facts, in
14 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
15 to avoid costly recalls that would expose them to liability for those expenses and
16 harm the commercial reputations of Defendants and their products. They did so at
17 the expense of Plaintiffs and Class Members.

18 2449. If Defendants had fully and adequately disclosed the Theft Prone
19 Defect to consumers, Plaintiffs and Class Members would have seen such a
20 disclosure.

21 2450. Through their omissions and concealment with respect to the Theft
22 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
23 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
24 otherwise would not have purchased, or pay more for a Class Vehicle than they
25 otherwise would have paid.

26 2451. Had Plaintiffs and Class Members known of the Theft Prone Defect
27 within the Class Vehicles, they would not have purchased the Class Vehicles or
28 would have paid less for them.

1 2452. As a direct and proximate result of Defendants' omissions, Plaintiffs
2 and other Class Members either overpaid for the Class Vehicles or would not have
3 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
4 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
5 damages in an amount to be proven at trial.

6 2453. Defendants' acts were done maliciously, oppressively, deliberately,
7 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
8 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
9 an assessment of punitive damages, as permitted by law, in an amount sufficient to
10 deter such conduct in the future, which amount shall be determined according to
11 proof at trial.

12 **e. Illinois Count 5: Unjust Enrichment Against All Defendants**

13 2454. Plaintiffs reallege and incorporate by reference all allegations in
14 Sections I-VI as if fully set forth herein.

15 2455. Plaintiffs bring this count under Illinois law, individually and on behalf
16 of the other members of the Hyundai Illinois Class, against HMA and HMC.

17 2456. Plaintiffs bring this count under Illinois law, individually and on behalf
18 of the other members of the Kia Illinois Class, against KA and KC.

19 2457. For purposes of this count, members of the Hyundai Illinois Class and
20 Kia Illinois Class shall be referred to as "Class Members."

21 2458. When they purchased and leased the Class Vehicles, Plaintiffs and
22 Class Members conferred tangible and material economic benefits upon
23 Defendants, who readily accepted and retained these benefits.

24 2459. Plaintiffs and Class Members would not have purchased or leased their
25 Class Vehicles, or would have paid less for them, had they known of the Theft
26 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
27 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
28 and Class Members.

1 2460. Defendants appreciated these economic benefits. These benefits were
2 the expected result of Defendants acting in their pecuniary interest at the expense of
3 their customers. They knew of these benefits because they were aware of the Theft
4 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
5 and Class Members regarding the nature and quality of the Class Vehicles while
6 profiting from this deception.

7 2461. It would be unjust, inequitable, and unconscionable for Defendants to
8 retain these benefits, including because they were procured as a result of their
9 wrongful conduct alleged above.

10 2462. Plaintiffs and Class Members are entitled to restitution of the benefits
11 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
12 Class Members to the position they occupied prior to dealing with those
13 Defendants, with such amounts to be determined at trial.

14 2463. Plaintiffs plead this claim separately as well as in the alternative to
15 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
16 for damages are dismissed or judgment is entered on them in favor of Defendants,
17 Plaintiffs will have no adequate legal remedy.

18 **13. Indiana**

19 **a. Indiana Count 1: Breach of Implied Warranty of**
20 **Merchantability (Ind. Code §§ 26-1-2-314 and 26-1-2.1-212)**
21 **Against HMA and KA**

22 2464. Plaintiffs reallege and incorporate by reference all preceding
23 allegations as though fully set forth herein.

24 2465. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai Indiana Class, against HMA.

26 2466. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia Indiana Class, against KA.

28 2467. For purposes of this count, the Hyundai Indiana Class Members and
Kia Indiana Class Members shall be referred to as "Class Members."

1 2468. For purposes of this count, HMA and KA shall be referred to as
2 “Defendants.”

3 2469. A warranty that the Class Vehicles were in merchantable condition and
4 fit for the ordinary purpose for which such goods are used is implied by law
5 pursuant to Ind. Code §§ 26-1-2-314 and 26-1-2.1-212.

6 2470. Defendants were and are at all relevant times “merchants” with respect
7 to motor vehicles under Ind. Code §§ 26-1-2.1-103(3) and 26-1-2-104(1), and
8 “sellers” of motor vehicles under § 26-1-2-103(1)(d).

9 2471. Defendants were and are at all relevant times “lessors” of motor
10 vehicles under Ind. Code § 26-1-2.1-103(1)(p).

11 2472. All Class Members who purchased Class Vehicles in Indiana are
12 “buyers” within the meaning of Ind. Code § 26-1-2-103(1)(a).

13 2473. All Class Members who leased Class Vehicles in Indiana are “lessees”
14 within the meaning of Ind. Code § 26-1-2.1-103(1)(n).

15 2474. The Class Vehicles are and were at all relevant times “goods” within
16 the meaning of Ind. Code §§ 26-1-2.1-103(1)(h) and 26-1-2-105(1).

17 2475. Defendants knew or had reason to know of the specific use for which
18 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
19 Class Members with an implied warranty that the Class Vehicles and any parts
20 thereof were merchantable and fit for the ordinary purposes for which they were
21 sold. This implied warranty included, among other things, a warranty that the Class
22 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
23 safe and reliable for providing transportation, would not be vulnerable to an
24 abnormally high risk of theft, and complied with applicable federal and state laws
25 and regulations, including FMVSS 114.

26 2476. However, the Class Vehicles did not comply with the implied warranty
27 of merchantability because they were defective and not in merchantable condition,
28 would not pass without objection in the trade, and were not fit for their ordinary

1 purpose of providing reasonably reliable, safe, and secure transportation at the time
2 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
3 Prone Defect, lacking any anti-theft features or design elements to provide an
4 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
5 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
6 vulnerable to theft, making them prime targets to be used as instrumentalities
7 through which thieves engage in reckless driving or other criminal activity.

8 2477. Any attempt by Defendants to disclaim or limit the implied warranty
9 of merchantability for their respective Class Vehicles vis-à-vis consumers is
10 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
11 are unenforceable because Defendants knowingly sold or leased defective Class
12 Vehicles without informing consumers about the Theft Prone Defect. The time
13 limits contained in Defendants' warranty periods were also unconscionable and
14 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
15 and Class Members had no meaningful choice in determining these time
16 limitations, the terms of which unreasonably favored Defendants. A gross disparity
17 in bargaining power existed between Defendants and Plaintiffs and other Class
18 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
19 sale.

20 2478. Furthermore, the circumstances described herein caused Defendants'
21 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
22 Class Members may seek alternative remedies. Indeed, these breaches of warranties
23 have denied Plaintiffs and Class Members the benefit of their respective bargains,
24 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
25 manner without the ever-present risk of them being stolen.

26 2479. Plaintiffs and Class Members have provided Defendants with
27 reasonable notice and opportunity to cure the breaches of their implied warranties
28 by way of the numerous complaints filed against them and the individual notice

1 letters sent by Class Members within a reasonable amount of time after the Theft
2 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
3 2022, Class Members sent notice letters to them.

4 2480. Alternatively, Plaintiffs and the Class Members were excused from
5 providing Defendants with notice and an opportunity to cure the breach, because it
6 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
7 have long known that the Class Vehicles contained the Theft Prone Defect;
8 however, to date, Defendants have not instituted an adequate and meaningful repair
9 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
10 had no reason to believe that Defendants would have adequately repaired the Theft
11 Prone Defect if they presented their Class Vehicles to them for repair.

12 2481. As a direct and proximate result of Defendants' breach of the implied
13 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
14 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
15 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
16 amount to be proven at trial.

17 **b. Indiana Count 2: Violation of the Indiana Deceptive**
18 **Consumer Sales Act (Ind. Code § 24-5-0.5-1, et seq.) Against**
All Defendants

19 2482. Plaintiffs reallege and incorporate by reference all preceding
20 allegations as though fully set forth herein.

21 2483. Plaintiffs bring this count individually and on behalf of the other
22 members of the Hyundai Indiana Class, against HMA and HMC.

23 2484. Plaintiffs bring this count individually and on behalf of the other
24 members of the Kia Indiana Class, against KA and KC.

25 2485. For purposes of this count, the Hyundai Indiana Class Members and
26 Kia Indiana Class Members shall be referred to as "Class Members."

27 2486. Defendants are "suppliers" within the meaning of Ind. Code § 24-5-
28 0.5-2(a)(3).

1 2487. Defendants, Plaintiffs, and Class Members are “persons” within the
2 meaning of Ind. Code § 24-5-0.5-2(a)(2).

3 2488. Defendants were and are engaged in “consumer transactions” within
4 the meaning of Ind. Code § 24-5-0.5-2(a)(1).

5 2489. The Class Vehicles were the “subject of a consumer transaction”
6 within the meaning of Ind. Code §24-5-0.5-2(a)(4).

7 2490. The Indiana Deceptive Consumer Sales Act (“Indiana DCSA”)
8 prohibits a supplier from committing an “unfair, abusive, or deceptive act,
9 omission, or practice in connection with a consumer transaction.” Ind. Code § 24-5-
10 0.5-3(a).

11 2491. In the course of their business, Defendants, through their agents,
12 employees, and/or subsidiaries, violated the Indiana DCSA by knowingly and
13 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
14 material facts regarding the quality, reliability, and safety of the Class Vehicles and
15 the Theft Prone Defect, as detailed above.

16 2492. Defendants had an ongoing duty to Plaintiffs and Class Members to
17 refrain from unfair or deceptive practices under the Indiana DCSA in the course of
18 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
19 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
20 Vehicles because, as detailed above:

- 21 a. Defendants had exclusive access to and far superior knowledge about
22 facts regarding the Theft Prone Defect and Defendants knew these
23 facts were not known to or reasonably discoverable by Plaintiffs or
24 Class Members;
- 25 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
26 and Class Members lack the sophisticated expertise in vehicle
27 components that would be necessary to discover the Theft Prone
28 Defect on their own;

- c. Defendants knew that the Theft Prone Defect gave rise to safety concerns for the consumers who use the Class Vehicles, and the Theft Prone Defect would have been a material fact to the Class Members' decisions to buy or lease Class Vehicles; and
- d. Defendants made incomplete representations about the safety and reliability of the Class Vehicles while purposefully withholding material facts about a known safety defect. In uniform advertising and materials provided with each Class Vehicle, HMA, and KA intentionally concealed, suppressed, and failed to disclose to the consumers that the Class Vehicles contained the Theft Prone Defect. Because they volunteered to provide information about the Class Vehicles that they marketed and offered for sale and lease to consumers, HMA and KA had the duty to disclose the whole truth.

2493. As detailed above, the information concerning the Theft Prone Defect was known to Defendants at the time of advertising and selling the Class Vehicles, all of which was intended to induce consumers to purchase the Class Vehicles.

2494. By misrepresenting the Class Vehicles as safe and reliable and by failing to disclose and actively concealing the dangers and risk posed by the Theft Prone Defect, Defendants engaged in one or more of the following unfair or deceptive business practices prohibited by Ind. Code § 24-5-0.5-3:

- a. Representing that the Class Vehicles have approval, performance, characteristics, accessories, uses, or benefits that they do not have;
- b. Representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; and
- c. Advertising the Class Vehicles can be purchased as advertised if the supplier does not intend to sell it as advertised.

Ind. Code §§ 24-5-0.5-3(b)(1), (2), and (11).

1 2495. Defendants intended for Plaintiffs and Class Members to rely on them
2 to provide adequately designed Class Vehicles, and to honestly and accurately
3 reveal the safety hazards described above.

4 2496. Defendants' unfair or deceptive acts or practices were designed to
5 mislead and had a tendency or capacity to mislead and create a false impression in
6 consumers that the Class Vehicles had adequate anti-theft protection, and that the
7 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
8 misrepresentations, concealments, omissions, and suppressions of material facts did
9 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
10 about the true safety and reliability of Class Vehicles, the quality of the Class
11 Vehicles, and the true value of the Class Vehicles.

12 2497. Defendants' misrepresentations, omissions, and concealment of
13 material facts regarding the Theft Prone Defect and true characteristics of the Class
14 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
15 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
16 were exposed to those misrepresentations, concealments, omissions, and
17 suppressions of material facts, and relied on Defendants' misrepresentations that the
18 Class Vehicles were safe and reliable in deciding to purchase and lease Class
19 Vehicles.

20 2498. Plaintiffs' and Class Members' reliance was reasonable, as they had no
21 way of discerning Defendants' representations were false and misleading, or
22 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
23 alleged above. Plaintiffs and Class Members did not, and could not, unravel
24 Defendants' deception on their own.

25 2499. Had they known the truth about the Theft Prone Defect, Plaintiffs and
26 Class Members would not have purchased or leased the Class Vehicles, or would
27 have paid significantly less for them.
28

1 2500. Plaintiffs and Class Members suffered ascertainable losses and actual
2 damages as a direct and proximate result of Defendants' concealment,
3 misrepresentations, and/or failure to disclose material information.

4 2501. Defendants' violations present a continuing risk to Plaintiffs and Class
5 Members, as well as to the general public, because the Class Vehicles remain
6 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
7 complained of herein affect the public interest.

8 2502. On August 18, 2022, and September 12, 2022, Class Members sent
9 Defendants notice of the Theft Prone Defect. Additionally, all Defendants were
10 provided notice of the issues raised in this count and this Complaint by the
11 governmental investigations, the numerous complaints filed against them, internet
12 videos, news reports, and the many individual notice letters sent by Plaintiffs within
13 a reasonable amount of time after the allegations of Class Vehicle defects became
14 public. Because Defendants failed to remedy their unlawful conduct, Plaintiffs seek
15 all damages and relief to which Class Members are entitled.

16 2503. Alternatively, providing notice to Defendants and an opportunity to
17 cure the breach prior to filing suit would have been futile. As alleged above,
18 Defendants have long known that the Class Vehicles contained the Theft Prone
19 Defect, however, did nothing to remedy the Theft Prone Defect.

20 2504. Pursuant to Ind. Code § 24-5-0.5-4, Plaintiffs and Class Members seek
21 an order enjoining Defendants' unfair or deceptive acts or practices and awarding
22 damages, treble damages, and any other just and proper relief available under the
23 Indiana DCSA.

24 **c. Indiana Count 3: Fraud by Omission and Concealment**
25 **Against All Defendants**

26 2505. Plaintiffs reallege and incorporate by reference all preceding
27 allegations as though fully set forth herein.
28

1 2506. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai Indiana Class, against HMA and HMC.

3 2507. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia Indiana Class, against KA and KC.

5 2508. For purposes of this count, the Hyundai Indiana Class Members and
6 Kia Indiana Class Members shall be referred to as “Class Members.”

7 2509. Defendants were aware of the Theft Prone Defect when they marketed
8 and sold the Class Vehicles to Plaintiffs and Class Members.

9 2510. Having been aware of the Theft Prone Defect within the Class
10 Vehicles, and having known that Plaintiffs and Class Members could not have
11 reasonably been expected to know of the Theft Prone Defect, Defendants had a
12 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
13 connection with the sale of the Class Vehicles. Defendants further had a duty to
14 disclose the Theft Prone Defect because:

- 15 a. Defendants had exclusive access to and far superior knowledge about
16 facts regarding the Theft Prone Defect and Defendants knew these
17 facts were not known to or reasonably discoverable by Plaintiffs or
18 Class Members;
- 19 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
20 and Class Members lack the sophisticated expertise in vehicle
21 components that would be necessary to discover the Theft Prone
22 Defect on their own;
- 23 c. Defendants knew that the Theft Prone Defect gave rise to safety
24 concerns for the consumers who use the Class Vehicles, and the Theft
25 Prone Defect would have been a material fact to the Class Members’
26 decisions to buy or lease Class Vehicles; and
- 27 d. Defendants made incomplete representations about the safety and
28 reliability of the Class Vehicles while purposefully withholding

1 material facts about a known safety defect. In uniform advertising and
2 materials provided with each Class Vehicle, HMA, and KA
3 intentionally concealed, suppressed, and failed to disclose to the
4 consumers that the Class Vehicles contained the Theft Prone Defect.
5 Because they volunteered to provide information about the Class
6 Vehicles that they marketed and offered for sale and lease to
7 consumers, HMA and KA had the duty to disclose the whole truth.

8 2511. In breach of their duties, Defendants failed to disclose the Theft Prone
9 Defect to Plaintiffs and Class Members in connection with the sale of the Class
10 Vehicles.

11 2512. For the reasons set forth above, the Theft Prone Defect within the
12 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
13 person would find it important in purchasing, leasing, or retaining a new or used
14 motor vehicle and because it directly impacts the value of the Class Vehicles
15 purchased or leased by the Plaintiffs and Class Members.

16 2513. Defendants intended for the Plaintiffs and Class Members to rely on
17 their omissions and concealment—which they did by purchasing and leasing the
18 Class Vehicles at the prices they paid believing that their vehicles would not have a
19 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
20 Vehicles.

21 2514. Plaintiffs and Class Members' reliance was reasonable, as they had no
22 way of discerning that learning the facts that Defendants had concealed or failed to
23 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
24 deception on their own.

25 2515. Defendants actively concealed and suppressed these material facts, in
26 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
27 to avoid costly recalls that would expose them to liability for those expenses and
28

1 harm the commercial reputations of Defendants and their products. They did so at
2 the expense of Plaintiffs and Class Members.

3 2516. If Defendants had fully and adequately disclosed the Theft Prone
4 Defect to consumers, Plaintiffs and Class Members would have seen such a
5 disclosure.

6 2517. Through their omissions and concealment with respect to the Theft
7 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
8 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
9 otherwise would not have purchased, or pay more for a Class Vehicle than they
10 otherwise would have paid.

11 2518. Had Plaintiffs and Class Members known of the Theft Prone Defect
12 within the Class Vehicles, they would not have purchased the Class Vehicles or
13 would have paid less for them.

14 2519. As a direct and proximate result of Defendants' omissions, Plaintiffs
15 and other Class Members either overpaid for the Class Vehicles or would not have
16 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
17 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
18 damages in an amount to be proven at trial.

19 2520. Defendants' acts were done maliciously, oppressively, deliberately,
20 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
21 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
22 an assessment of punitive damages, as permitted by law, in an amount sufficient to
23 deter such conduct in the future, which amount shall be determined according to
24 proof at trial.

25 **d. Indiana Count 4: Unjust Enrichment Against All**
26 **Defendants**

27 2521. Plaintiffs reallege and incorporate by reference all allegations in
28 Sections I-VI as if fully set forth herein.

1 2522. Plaintiffs bring this count under Indiana law, individually and on
2 behalf of the other members of the Hyundai Indiana Class, against HMA and HMC.

3 2523. Plaintiffs bring this count under Indiana law, individually and on
4 behalf of the other members of the Kia Indiana Class, against KA and KC.

5 2524. For purposes of this count, members of the Hyundai Indiana Class and
6 Kia Indiana Class shall be referred to as “Class Members.”

7 2525. When they purchased and leased the Class Vehicles, Plaintiffs and
8 Class Members conferred tangible and material economic benefits upon
9 Defendants, who readily accepted and retained these benefits.

10 2526. Plaintiffs and Class Members would not have purchased or leased their
11 Class Vehicles, or would have paid less for them, had they known of the Theft
12 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
13 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
14 and Class Members.

15 2527. Defendants appreciated these economic benefits. These benefits were
16 the expected result of Defendants acting in their pecuniary interest at the expense of
17 their customers. They knew of these benefits because they were aware of the Theft
18 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
19 and Class Members regarding the nature and quality of the Class Vehicles while
20 profiting from this deception.

21 2528. It would be unjust, inequitable, and unconscionable for Defendants to
22 retain these benefits, including because they were procured as a result of their
23 wrongful conduct alleged above.

24 2529. Plaintiffs and Class Members are entitled to restitution of the benefits
25 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
26 Class Members to the position they occupied prior to dealing with those
27 Defendants, with such amounts to be determined at trial.
28

1 2530. Plaintiffs plead this claim separately as well as in the alternative to
2 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
3 for damages are dismissed or judgment is entered on them in favor of Defendants,
4 Plaintiffs will have no adequate legal remedy.

5 **14. Iowa**

6 **a. Iowa Count 1: Breach of Implied Warranty (Iowa Code**
7 **§§ 554.2314 and 554.13212) Against HMA and KA**

8 2531. Plaintiffs reallege and incorporate by reference all preceding
9 allegations as though fully set forth herein.

10 2532. Plaintiffs bring this count individually and on behalf of the other
11 members of the Hyundai Iowa Class, against HMA.

12 2533. Plaintiffs bring this count individually and on behalf of the other
13 members of the Kia Iowa Class, against KA.

14 2534. For purposes of this count, the Hyundai Iowa Class Members and Kia
15 Iowa Class Members shall be referred to as "Class Members."

16 2535. For purposes of this count, HMA and KA shall be referred to as
17 "Defendants."

18 2536. Defendants were at all relevant times "merchants" with respect to
19 motor vehicles under Iowa Code §§ 554.2104(1) and 554.13103(3), and "sellers" of
20 motor vehicles under § 554.2103(1)(d).

21 2537. With respect to leases, Defendants are and were at all relevant times
22 "lessors" of motor vehicles under Iowa Code § 554.13103(1)(p).

23 2538. The Class Vehicles are and were at all relevant times "goods" within
24 the meaning of Iowa Code §§ 554.2105(1) and 554.13103(1)(h).

25 2539. A warranty that the Class Vehicles were in merchantable condition and
26 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
27 to Iowa Code §§ 554.2314 and 554.13212.
28

1 2540. Defendants knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
3 Class Members with an implied warranty that the Class Vehicles and any parts
4 thereof were merchantable and fit for the ordinary purposes for which they were
5 sold. This implied warranty included, among other things, a warranty that the Class
6 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
7 safe and reliable for providing transportation, would not be vulnerable to an
8 abnormally high risk of theft, and complied with applicable federal and state laws
9 and regulations, including FMVSS 114.

10 2541. However, the Class Vehicles did not comply with the implied warranty
11 of merchantability because they were defective and not in merchantable condition,
12 would not pass without objection in the trade, and were not fit for their ordinary
13 purpose of providing reasonably reliable, safe, and secure transportation at the time
14 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
15 Prone Defect, lacking any anti-theft features or design elements to provide an
16 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
17 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
18 vulnerable to theft, making them prime targets to be used as instrumentalities
19 through which thieves engage in reckless driving or other criminal activity.

20 2542. Any attempt by Defendants to disclaim or limit the implied warranty
21 of merchantability for their respective Class Vehicles vis-à-vis consumers is
22 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
23 are unenforceable because Defendants knowingly sold or leased defective Class
24 Vehicles without informing consumers about the Theft Prone Defect. The time
25 limits contained in Defendants' warranty periods were also unconscionable and
26 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
27 and Class Members had no meaningful choice in determining these time
28 limitations, the terms of which unreasonably favored Defendants. A gross disparity

1 in bargaining power existed between Defendants and Plaintiffs and other Class
2 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
3 sale.

4 2543. Furthermore, the circumstances described herein caused Defendants'
5 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
6 Class Members may seek alternative remedies. Indeed, these breaches of warranties
7 have denied Plaintiffs and Class Members the benefit of their respective bargains,
8 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
9 manner without the ever-present risk of them being stolen.

10 2544. Plaintiffs and Class Members have provided Defendants with
11 reasonable notice and opportunity to cure the breaches of their implied warranties
12 by way of the numerous complaints filed against them and the individual notice
13 letters sent by Class Members within a reasonable amount of time after the Theft
14 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
15 2022, Class Members sent notice letters to them.

16 2545. Alternatively, Plaintiffs and the Class Members were excused from
17 providing Defendants with notice and an opportunity to cure the breach, because it
18 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
19 have long known that the Class Vehicles contained the Theft Prone Defect;
20 however, to date, Defendants have not instituted an adequate and meaningful repair
21 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
22 had no reason to believe that Defendants would have adequately repaired the Theft
23 Prone Defect if they presented their Class Vehicles to them for repair.

24 2546. As a direct and proximate result of Defendants' breach of the implied
25 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
26 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
27 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
28 amount to be proven at trial.

b. Iowa Count 2: Violation of the Private Right of Action for Consumer Frauds Act (Iowa Code § 714h.1, *et seq.*) Against All Defendants

2547. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2548. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Iowa Class, against HMA and HMC.

2549. Plaintiffs bring this count individually and on behalf of the other members of the Kia Iowa Class, against KA and KC.

2550. For purposes of this count, the Hyundai Iowa Class Members and Kia Iowa Class Members shall be referred to as “Class Members.”

2551. Defendants, Plaintiffs, and the Class Members are “persons” within the meaning of Iowa Code § 714H.2(7).

2552. Plaintiffs and Class Members are “consumers” within the meaning of Iowa Code § 714H.2(3).

2553. The Class Vehicles are “merchandise” and “consumer merchandise” within the meanings of Iowa Code § 714H.2(4), and (6).

2554. The Iowa Private Right of Action for Consumer Frauds Act (the “Iowa CFA”) prohibits a person from engaging in any “practice or act the person knows or reasonably should know is an unfair practice, deception, fraud, false pretense, or false promise, or the misrepresentation, concealment, suppression, or omission of a material fact with the intent that others rely upon the unfair practice, deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression, or omission in connection with the advertisement, sale, or lease of consumer merchandise.” Iowa Code § 714H.3(1) .

2555. In the course of their business, Defendants through their agents, employees, and/or subsidiaries, violated the Iowa CFA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose

1 material facts regarding the quality, reliability, and safety of the Class Vehicles and
2 the Theft Prone Defect, as detailed above.

3 2556. Defendants had an ongoing duty to the Plaintiffs and Class Members
4 to refrain from unfair practices, deception, fraud, false pretense, or false promise, or
5 the misrepresentation, concealment, suppression, or omission of a material fact
6 under the Iowa CFA in the course of their business. Specifically, Defendants owed
7 the Plaintiffs and Class Members a duty to disclose all the material facts concerning
8 the Theft Prone Defect in the Class Vehicles because, as detailed above:

- 9 a. Defendants had exclusive access to and far superior knowledge about
10 facts regarding the Theft Prone Defect and Defendants knew these
11 facts were not known to or reasonably discoverable by Plaintiffs or
12 Class Members;
- 13 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
14 and Class Members lack the sophisticated expertise in vehicle
15 components that would be necessary to discover the Theft Prone
16 Defect on their own;
- 17 c. Defendants knew that the Theft Prone Defect gave rise to safety
18 concerns for the consumers who use the Class Vehicles, and the Theft
19 Prone Defect would have been a material fact to the Class Members'
20 decisions to buy or lease Class Vehicles; and
- 21 d. Defendants made incomplete representations about the safety and
22 reliability of the Class Vehicles while purposefully withholding
23 material facts about a known safety defect. In uniform advertising and
24 materials provided with each Class Vehicle, HMA, and KA
25 intentionally concealed, suppressed, and failed to disclose to the
26 consumers that the Class Vehicles contained the Theft Prone Defect.
27 Because they volunteered to provide information about the Class
28 Vehicles that they marketed and offered for sale and lease to

1 consumers, HMA and KA had the duty to disclose the whole truth.

2 2557. As detailed above, the information concerning the Theft Prone Defect
3 was known to Defendants at the time of advertising and selling the Class Vehicles,
4 all of which was intended to induce consumers to purchase the Class Vehicles.

5 2558. By misrepresenting the Class Vehicles as safe and reliable and by
6 failing to disclose and actively concealing the dangers and risks posed by the Theft
7 Prone Defect, Defendants engaged in deceptive acts or practices including, but not
8 limited conduct prohibited by Iowa Code § 714H.3(1).

9 2559. Defendants intended for Plaintiffs and Class Members to rely on them
10 to provide adequately designed Class Vehicles, and to honestly and accurately
11 reveal the safety hazards described above.

12 2560. Defendants' unfair or deceptive acts or practices were designed to
13 mislead and had a tendency or capacity to mislead and create a false impression in
14 consumers that the Class Vehicles had adequate anti-theft protection, and that the
15 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
16 misrepresentations, concealments, omissions, and suppressions of material facts did
17 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
18 about the true safety and reliability of Class Vehicles, the quality of the Class
19 Vehicles, and the true value of the Class Vehicles.

20 2561. Defendants' misrepresentations, omissions, and concealment of
21 material facts regarding the Theft Prone Defect and true characteristics of the Class
22 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
23 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
24 were exposed to those misrepresentations, concealments, omissions, and
25 suppressions of material facts, and relied on Defendants' misrepresentations that the
26 Class Vehicles were safe and reliable in deciding to purchase and lease Class
27 Vehicles.

1 2562. Plaintiffs’ and Class Members’ reliance was reasonable, as they had no
2 way of discerning Defendants’ representations were false and misleading, or
3 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
4 alleged above. Plaintiffs and Class Members did not, and could not, unravel
5 Defendants’ deception on their own.

6 2563. Had they known the truth about the Theft Prone Defect, Plaintiffs and
7 Class Members would not have purchased or leased the Class Vehicles, or would
8 have paid significantly less for them.

9 2564. Plaintiffs and Class Members suffered ascertainable losses and actual
10 damages as a direct and proximate result of Defendants’ concealment,
11 misrepresentations, and/or failure to disclose material information.

12 2565. Defendants’ violations present a continuing risk to Plaintiffs and Class
13 Members, as well as to the general public, because the Class Vehicles remain
14 unsafe due to the Theft Prone Defect. Defendants’ unlawful acts and practices
15 complained of herein affect the public interest.

16 2566. Pursuant to Iowa Code § 714H.5, Plaintiffs and Class Members seek
17 an order enjoining Defendants’ unfair or deceptive acts or practices and awarding
18 actual damages and any other just and proper relief available under the Iowa CFA.

19 **c. Iowa Count 3: Fraud by Omission and Concealment Against**
20 **All Defendants**

21 2567. Plaintiffs reallege and incorporate by reference all preceding
22 allegations as though fully set forth herein.

23 2568. Plaintiffs bring this count individually and on behalf of the other
24 members of the Hyundai Iowa Class, against HMA and HMC.

25 2569. Plaintiffs bring this count individually and on behalf of the other
26 members of the Kia Iowa Class, against KA and KC.

27 2570. For purposes of this count, the Hyundai Iowa Class Members and Kia
28 Iowa Class Members shall be referred to as “Class Members.”

1 2571. Defendants were aware of the Theft Prone Defect when they marketed
2 and sold the Class Vehicles to Plaintiffs and Class Members.

3 2572. Having been aware of the Theft Prone Defect within the Class
4 Vehicles, and having known that Plaintiffs and Class Members could not have
5 reasonably been expected to know of the Theft Prone Defect, Defendants had a
6 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
7 connection with the sale of the Class Vehicles. Defendants further had a duty to
8 disclose the Theft Prone Defect because:

- 9 a. Defendants had exclusive access to and far superior knowledge about
10 facts regarding the Theft Prone Defect and Defendants knew these
11 facts were not known to or reasonably discoverable by Plaintiffs or
12 Class Members;
- 13 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
14 and Class Members lack the sophisticated expertise in vehicle
15 components that would be necessary to discover the Theft Prone
16 Defect on their own;
- 17 c. Defendants knew that the Theft Prone Defect gave rise to safety
18 concerns for the consumers who use the Class Vehicles, and the Theft
19 Prone Defect would have been a material fact to the Class Members'
20 decisions to buy or lease Class Vehicles; and
- 21 d. Defendants made incomplete representations about the safety and
22 reliability of the Class Vehicles while purposefully withholding
23 material facts about a known safety defect. In uniform advertising and
24 materials provided with each Class Vehicle, HMA, and KA
25 intentionally concealed, suppressed, and failed to disclose to the
26 consumers that the Class Vehicles contained the Theft Prone Defect.
27 Because they volunteered to provide information about the Class
28 Vehicles that they marketed and offered for sale and lease to

1 consumers, HMA and KA had the duty to disclose the whole truth.

2 2573. In breach of their duties, Defendants failed to disclose the Theft Prone
3 Defect to Plaintiffs and Class Members in connection with the sale of the Class
4 Vehicles.

5 2574. For the reasons set forth above, the Theft Prone Defect within the
6 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
7 person would find it important in purchasing, leasing, or retaining a new or used
8 motor vehicle and because it directly impacts the value of the Class Vehicles
9 purchased or leased by the Plaintiffs and Class Members.

10 2575. Defendants intended for the Plaintiffs and Class Members to rely on
11 their omissions and concealment—which they did by purchasing and leasing the
12 Class Vehicles at the prices they paid believing that their vehicles would not have a
13 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
14 Vehicles.

15 2576. Plaintiffs and Class Members' reliance was reasonable, as they had no
16 way of discerning that learning the facts that Defendants had concealed or failed to
17 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
18 deception on their own.

19 2577. Defendants actively concealed and suppressed these material facts, in
20 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
21 to avoid costly recalls that would expose them to liability for those expenses and
22 harm the commercial reputations of Defendants and their products. They did so at
23 the expense of Plaintiffs and Class Members.

24 2578. If Defendants had fully and adequately disclosed the Theft Prone
25 Defect to consumers, Plaintiffs and Class Members would have seen such a
26 disclosure.

27 2579. Through their omissions and concealment with respect to the Theft
28 Prone Defect within the Class Vehicles, Defendants intended to induce, and did

1 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
2 otherwise would not have purchased, or pay more for a Class Vehicle than they
3 otherwise would have paid.

4 2580. Had Plaintiffs and Class Members known of the Theft Prone Defect
5 within the Class Vehicles, they would not have purchased the Class Vehicles or
6 would have paid less for them.

7 2581. As a direct and proximate result of Defendants' omissions, Plaintiffs
8 and other Class Members either overpaid for the Class Vehicles or would not have
9 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
10 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
11 damages in an amount to be proven at trial.

12 2582. Defendants' acts were done maliciously, oppressively, deliberately,
13 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
14 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
15 an assessment of punitive damages, as permitted by law, in an amount sufficient to
16 deter such conduct in the future, which amount shall be determined according to
17 proof at trial.

18 **d. Iowa Count 4: Unjust Enrichment Against All Defendants**

19 2583. Plaintiffs reallege and incorporate by reference all allegations in
20 Sections I-VI as if fully set forth herein.

21 2584. Plaintiffs bring this count under Iowa law, individually and on behalf
22 of the other members of the Hyundai Iowa Class, against HMA and HMC.

23 2585. Plaintiffs bring this count under Iowa law, individually and on behalf
24 of the other members of the Kia Iowa Class, against KA and KC.

25 2586. For purposes of this count, members of the Hyundai Iowa Class and
26 Kia Iowa Class shall be referred to as "Class Members."
27
28

1 2587. When they purchased and leased the Class Vehicles, Plaintiffs and
2 Class Members conferred tangible and material economic benefits upon
3 Defendants, who readily accepted and retained these benefits.

4 2588. Plaintiffs and Class Members would not have purchased or leased their
5 Class Vehicles, or would have paid less for them, had they known of the Theft
6 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
7 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
8 and Class Members.

9 2589. Defendants appreciated these economic benefits. These benefits were
10 the expected result of Defendants acting in their pecuniary interest at the expense of
11 their customers. They knew of these benefits because they were aware of the Theft
12 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
13 and Class Members regarding the nature and quality of the Class Vehicles while
14 profiting from this deception.

15 2590. It would be unjust, inequitable, and unconscionable for Defendants to
16 retain these benefits, including because they were procured as a result of their
17 wrongful conduct alleged above.

18 2591. Plaintiffs and Class Members are entitled to restitution of the benefits
19 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
20 Class Members to the position they occupied prior to dealing with those
21 Defendants, with such amounts to be determined at trial.

22 2592. Plaintiffs plead this claim separately as well as in the alternative to
23 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
24 for damages are dismissed or judgment is entered on them in favor of Defendants,
25 Plaintiffs will have no adequate legal remedy.

1 **15. Kansas**

2 **a. Kansas Count 1: Breach of Implied Warranty (Kan. Stat.**
3 **Ann. §§ 84-2-314 and 84-2A-212) Against HMA and KA**

4 2593. Plaintiffs reallege and incorporate by reference all preceding
5 allegations as though fully set forth herein.

6 2594. Plaintiffs bring this count individually and on behalf of the other
7 members of the Hyundai Kansas Class, against HMA.

8 2595. Plaintiffs bring this count individually and on behalf of the other
9 members of the Kia Kansas Class, against KA.

10 2596. For purposes of this count, the Hyundai Kansas Class Members and
11 Kia Kansas Class Members together shall be referred to as “Class Members.”

12 2597. For purposes of this count, HMA and KA together shall be referred to
13 as “Defendants.”

14 2598. Defendants were at all relevant times “merchants” with respect to
15 motor vehicles under Kan. Stat. Ann. §§ 84-2-104(1) and 84-2A-103(3), and
16 “sellers” of motor vehicles under § 84-2-103(1)(d).

17 2599. With respect to leases, Defendants are and were at all relevant times
18 “lessors” of motor vehicles under Kan. Stat. Ann. § 84-2A-103(1)(p).

19 2600. The Class Vehicles are and were at all relevant times “goods” within
20 the meaning of Kan. Stat. Ann. §§ 84-2-105(1) and 84-2A-103(1)(h).

21 2601. A warranty that the Class Vehicles were in merchantable condition and
22 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
23 to Kan. Stat. Ann. §§ 84- 2-314 and 84-2A-212.

24 2602. Defendants knew or had reason to know of the specific use for which
25 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
26 Class Members with an implied warranty that the Class Vehicles and any parts
27 thereof were merchantable and fit for the ordinary purposes for which they were
28 sold. This implied warranty included, among other things, a warranty that the Class

1 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
2 safe and reliable for providing transportation, would not be vulnerable to an
3 abnormally high risk of theft, and complied with applicable federal and state laws
4 and regulations, including FMVSS 114.

5 2603. However, the Class Vehicles did not comply with the implied warranty
6 of merchantability because they were defective and not in merchantable condition,
7 would not pass without objection in the trade, and were not fit for their ordinary
8 purpose of providing reasonably reliable, safe, and secure transportation at the time
9 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
10 Prone Defect, lacking any anti-theft features or design elements to provide an
11 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
12 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
13 vulnerable to theft, making them prime targets to be used as instrumentalities
14 through which thieves engage in reckless driving or other criminal activity.

15 2604. Any attempt by Defendants to disclaim or limit the implied warranty
16 of merchantability for their respective Class Vehicles vis-à-vis consumers is
17 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
18 are unenforceable because Defendants knowingly sold or leased defective Class
19 Vehicles without informing consumers about the Theft Prone Defect. The time
20 limits contained in Defendants' warranty periods were also unconscionable and
21 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
22 and Class Members had no meaningful choice in determining these time
23 limitations, the terms of which unreasonably favored Defendants. A gross disparity
24 in bargaining power existed between Defendants and Plaintiffs and other Class
25 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
26 sale.

27 2605. Furthermore, the circumstances described herein caused Defendants'
28 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and

1 Class Members may seek alternative remedies. Indeed, these breaches of warranties
2 have denied Plaintiffs and Class Members the benefit of their respective bargains,
3 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
4 manner without the ever-present risk of them being stolen.

5 2606. Plaintiffs and Class Members have provided Defendants with
6 reasonable notice and opportunity to cure the breaches of their implied warranties
7 by way of the numerous complaints filed against them and the individual notice
8 letters sent by Class Members within a reasonable amount of time after the Theft
9 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
10 2022, Class Members sent notice letters to them.

11 2607. Alternatively, Plaintiffs and the Class Members were excused from
12 providing Defendants with notice and an opportunity to cure the breach, because it
13 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
14 have long known that the Class Vehicles contained the Theft Prone Defect;
15 however, to date, Defendants have not instituted an adequate and meaningful repair
16 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
17 had no reason to believe that Defendants would have adequately repaired the Theft
18 Prone Defect if they presented their Class Vehicles to them for repair.

19 2608. As a direct and proximate result of Defendants' breach of the implied
20 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
21 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
22 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
23 amount to be proven at trial.

24 **b. Kansas Count 2: Violation of the Kansas Consumer**
25 **Protection Act (Kan. Stat. Ann. § 50-623, et seq.) Against All**
26 **Defendants**

26 2609. Plaintiffs reallege and incorporate by reference all preceding
27 allegations as though fully set forth herein.
28

1 2610. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai Kansas Class, against HMA and HMC.

3 2611. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia Kansas Class, against KA and KC.

5 2612. For purposes of this count, the Hyundai Kansas Class Members and
6 Kia Kansas Class Members shall be referred to as “Class Members.”

7 2613. Defendants are “suppliers” within the meaning of Kan. Stat. Ann.
8 § 50-624(l). The Class Members are “consumers” within the meaning of Kan. Stat.
9 Ann. § 50-624(b).

10 2614. Defendants and Plaintiffs are all “persons” within the meaning of Kan.
11 Stat. Ann. § 50-624(i).

12 2615. The sale or lease of the Class Vehicles is a “consumer transaction”
13 within the meaning of Kan. Stat. Ann. § 50-624(c).

14 2616. The Kansas Consumer Credit and Protection Act (“Kansas CPA”)
15 states “[n]o supplier shall engage in any deceptive act or practice in connection with
16 a consumer transaction.” Kan. Stat. Ann. § 50-626(a).

17 2617. In the course of their business, Defendants, through their agents,
18 employees, and/or subsidiaries, violated the Kansas CPA by knowingly and
19 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
20 material facts regarding the quality, reliability, and safety of the Class Vehicles and
21 the Theft Prone Defect, as detailed above.

22 2618. Defendants had an ongoing duty to the Plaintiffs and Class Members
23 to refrain from unfair or deceptive practices under the Kansas CPA in the course of
24 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
25 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
26 Vehicles because, as detailed above:

- 27 a. Defendants had exclusive access to and far superior knowledge about
28 facts regarding the Theft Prone Defect and Defendants knew these

1 facts were not known to or reasonably discoverable by Plaintiffs or
2 Class Members;

3 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
4 and Class Members lack the sophisticated expertise in vehicle
5 components that would be necessary to discover the Theft Prone
6 Defect on their own;

7 c. Defendants knew that the Theft Prone Defect gave rise to safety
8 concerns for the consumers who use the Class Vehicles, and the Theft
9 Prone Defect would have been a material fact to the Class Members'
10 decisions to buy or lease Class Vehicles; and

11 d. Defendants made incomplete representations about the safety and
12 reliability of the Class Vehicles while purposefully withholding
13 material facts about a known safety defect. In uniform advertising and
14 materials provided with each Class Vehicle, HMA, and KA
15 intentionally concealed, suppressed, and failed to disclose to the
16 consumers that the Class Vehicles contained the Theft Prone Defect.
17 Because they volunteered to provide information about the Class
18 Vehicles that they marketed and offered for sale and lease to
19 consumers, HMA and KA had the duty to disclose the whole truth.

20 2619. As detailed above, the information concerning the Theft Prone Defect
21 was known to Defendants at the time of advertising and selling the Class Vehicles,
22 all of which was intended to induce consumers to purchase the Class Vehicles.

23 2620. By misrepresenting the Class Vehicles as safe and reliable and free
24 from defects, and by failing to disclose and actively concealing the dangers and risk
25 posed by the Theft Prone Defect, Defendants engaged in one or more
26 unconscionable acts or practices prohibited by Kan. Stat. Ann. § 50-627(a):

27 a. Representing that the Class Vehicles had approval, accessories,
28 characteristics, uses, or benefits that they do not have;

- b. Representing that the Class Vehicles are of a particular standard or quality that they do not have; and
- c. Representing that the Class Vehicles have uses, benefits or characteristics that Defendants knew they did not have;
- d. Failing to state material facts or willfully concealing, suppressing, or omitting material facts regarding the Class Vehicles; and
- e. Offering the Class Vehicles without the intent to sell them as advertised.

Kan. Stat. Ann. § 50-626(b)(1)(A)(D), (F), (G), (b)(3), (b)(5).

2621. Defendants intended for Plaintiffs and Class Members to rely on them to provide adequately designed Class Vehicles, and to honestly and accurately reveal the safety hazards described above.

2622. Defendants' unfair or deceptive acts or practices were designed to mislead and had a tendency or capacity to mislead and create a false impression in consumers that the Class Vehicles adequate anti-theft protection, and that the Class Vehicles were not affected by the Theft Prone Defect. Indeed, those misrepresentations, concealments, omissions, and suppressions of material facts did in fact deceive reasonable consumers, including Plaintiffs and Class Members, about the true safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class Vehicles.

2623. Defendants' misrepresentations, omissions, and concealment of material facts regarding the Theft Prone Defect and true characteristics of the Class Vehicles were material to the decisions of Plaintiffs and Class Members to purchase and lease those vehicles, as Defendants intended. Plaintiffs and Class Members were exposed to those misrepresentations, concealments, omissions, and suppressions of material facts, and relied on Defendants' misrepresentations that the Class Vehicles were safe and reliable in deciding to purchase and lease Class Vehicles.

1 2624. Plaintiffs' and Class Members' reliance was reasonable, as they had no
2 way of discerning Defendants' representations were false and misleading, or
3 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
4 alleged above. Plaintiffs and Class Members did not, and could not, unravel
5 Defendants' deception on their own.

6 2625. Had they known the truth about the Theft Prone Defect, Plaintiffs and
7 Class Members would not have purchased or leased the Class Vehicles, or would
8 have paid significantly less for them.

9 2626. Plaintiffs and Class Members suffered ascertainable losses and actual
10 damages as a direct and proximate result of Defendants' concealment,
11 misrepresentations, and/or failure to disclose material information.

12 2627. Defendants' violations present a continuing risk to Plaintiffs and Class
13 Members, as well as to the general public, because the Class Vehicles remain
14 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
15 complained of herein affect the public interest.

16 2628. Plaintiffs and Class Members seek an order enjoining Defendants'
17 unfair and/or deceptive acts or practices, and awarding damages and any other just
18 and proper relief available under the Kansas CPA. Kan. Stat. Rev. § 50-634.

19 **c. Kansas Count 3: Fraud by Omission and Concealment**
20 **Against All Defendants**

21 2629. Plaintiffs reallege and incorporate by reference all preceding
22 allegations as though fully set forth herein.

23 2630. Plaintiffs bring this count individually and on behalf of the other
24 members of the Hyundai Kansas Class, against HMA and HMC.

25 2631. Plaintiffs bring this count individually and on behalf of the other
26 members of the Kia Kansas Class, against KA and KC.

27 2632. For purposes of this count, the Hyundai Kansas Class Members and
28 Kia Kansas Class Members shall be referred to as "Class Members."

1 2633. Defendants were aware of the Theft Prone Defect when they marketed
2 and sold the Class Vehicles to Plaintiffs and Class Members.

3 2634. Having been aware of the Theft Prone Defect within the Class
4 Vehicles, and having known that Plaintiffs and Class Members could not have
5 reasonably been expected to know of the Theft Prone Defect, Defendants had a
6 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
7 connection with the sale of the Class Vehicles. Defendants further had a duty to
8 disclose the Theft Prone Defect because:

- 9 a. Defendants had exclusive access to and far superior knowledge about
10 facts regarding the Theft Prone Defect and Defendants knew these
11 facts were not known to or reasonably discoverable by Plaintiffs or
12 Class Members;
- 13 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
14 and Class Members lack the sophisticated expertise in vehicle
15 components that would be necessary to discover the Theft Prone
16 Defect on their own;
- 17 c. Defendants knew that the Theft Prone Defect gave rise to safety
18 concerns for the consumers who use the Class Vehicles, and the Theft
19 Prone Defect would have been a material fact to the Class Members'
20 decisions to buy or lease Class Vehicles; and
- 21 d. Defendants made incomplete representations about the safety and
22 reliability of the Class Vehicles while purposefully withholding
23 material facts about a known safety defect. In uniform advertising and
24 materials provided with each Class Vehicle, HMA, and KA
25 intentionally concealed, suppressed, and failed to disclose to the
26 consumers that the Class Vehicles contained the Theft Prone Defect.
27 Because they volunteered to provide information about the Class
28 Vehicles that they marketed and offered for sale and lease to

1 consumers, HMA and KA had the duty to disclose the whole truth.

2 2635. In breach of their duties, Defendants failed to disclose the Theft Prone
3 Defect to Plaintiffs and Class Members in connection with the sale of the Class
4 Vehicles.

5 2636. For the reasons set forth above, the Theft Prone Defect within the
6 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
7 person would find it important in purchasing, leasing, or retaining a new or used
8 motor vehicle and because it directly impacts the value of the Class Vehicles
9 purchased or leased by the Plaintiffs and Class Members.

10 2637. Defendants intended for the Plaintiffs and Class Members to rely on
11 their omissions and concealment—which they did by purchasing and leasing the
12 Class Vehicles at the prices they paid believing that their vehicles would not have a
13 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
14 Vehicles.

15 2638. Plaintiffs and Class Members' reliance was reasonable, as they had no
16 way of discerning that learning the facts that Defendants had concealed or failed to
17 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
18 deception on their own.

19 2639. Defendants actively concealed and suppressed these material facts, in
20 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
21 to avoid costly recalls that would expose them to liability for those expenses and
22 harm the commercial reputations of Defendants and their products. They did so at
23 the expense of Plaintiffs and Class Members.

24 2640. If Defendants had fully and adequately disclosed the Theft Prone
25 Defect to consumers, Plaintiffs and Class Members would have seen such a
26 disclosure.

27 2641. Through their omissions and concealment with respect to the Theft
28 Prone Defect within the Class Vehicles, Defendants intended to induce, and did

1 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
2 otherwise would not have purchased, or pay more for a Class Vehicle than they
3 otherwise would have paid.

4 2642. Had Plaintiffs and Class Members known of the Theft Prone Defect
5 within the Class Vehicles, they would not have purchased the Class Vehicles or
6 would have paid less for them.

7 2643. As a direct and proximate result of Defendants' omissions, Plaintiffs
8 and other Class Members either overpaid for the Class Vehicles or would not have
9 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
10 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
11 damages in an amount to be proven at trial.

12 2644. Defendants' acts were done maliciously, oppressively, deliberately,
13 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
14 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
15 an assessment of punitive damages, as permitted by law, in an amount sufficient to
16 deter such conduct in the future, which amount shall be determined according to
17 proof at trial.

18 **d. Kansas Count 4: Unjust Enrichment Against All Defendants**

19 2645. Plaintiffs reallege and incorporate by reference all allegations in
20 Sections I-VI as if fully set forth herein.

21 2646. Plaintiffs bring this count under Kansas law, individually and on
22 behalf of the other members of the Hyundai Kansas Class, against HMA and HMC.

23 2647. Plaintiffs bring this count under Kansas law, individually and on
24 behalf of the other members of the Kia Kansas Class, against KA and KC.

25 2648. For purposes of this count, members of the Hyundai Kansas Class and
26 Kia Kansas Class shall be referred to as "Class Members."

1 2649. When they purchased and leased the Class Vehicles, Plaintiffs and
2 Class Members conferred tangible and material economic benefits upon
3 Defendants, who readily accepted and retained these benefits.

4 2650. Plaintiffs and Class Members would not have purchased or leased their
5 Class Vehicles, or would have paid less for them, had they known of the Theft
6 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
7 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
8 and Class Members.

9 2651. Defendants appreciated these economic benefits. These benefits were
10 the expected result of Defendants acting in their pecuniary interest at the expense of
11 their customers. They knew of these benefits because they were aware of the Theft
12 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
13 and Class Members regarding the nature and quality of the Class Vehicles while
14 profiting from this deception.

15 2652. It would be unjust, inequitable, and unconscionable for Defendants to
16 retain these benefits, including because they were procured as a result of their
17 wrongful conduct alleged above.

18 2653. Plaintiffs and Class Members are entitled to restitution of the benefits
19 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
20 Class Members to the position they occupied prior to dealing with those
21 Defendants, with such amounts to be determined at trial.

22 2654. Plaintiffs plead this claim separately as well as in the alternative to
23 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
24 for damages are dismissed or judgment is entered on them in favor of Defendants,
25 Plaintiffs will have no adequate legal remedy.

1 **16. Kentucky**

2 **a. Kentucky Count 1: Breach of Implied Warranty (Ky. Rev.**
3 **Stat. §§ 335.2-314 and 355.2A-212) Against HMA and KA**

4 2655. Plaintiffs reallege and incorporate by reference all preceding
5 allegations as though fully set forth herein.

6 2656. Plaintiffs bring this count individually and on behalf of the other
7 members of the Hyundai Kentucky Class, against HMA.

8 2657. Plaintiffs bring this count individually and on behalf of the other
9 members of the Kia Kentucky Class, against KA.

10 2658. For purposes of this count, the Hyundai Kentucky Class Members and
11 Kia Kentucky Class Members together shall be referred to as “Class Members.”

12 2659. For purposes of this count, HMA and KA together shall be referred to
13 as “Defendants.”

14 2660. Defendants were at all relevant times “merchants” with respect to
15 motor vehicles under Ky. Rev. Stat. §§ 355.2-104(1) and 355.2A-103(3), and
16 “sellers” of motor vehicles under § 355.2-103(1)(d).

17 2661. With respect to leases, Defendants are and were at all relevant times
18 “lessors” of motor vehicles under Ky. Rev. Stat. § 355.2A-103(1)(p).

19 2662. The Class Vehicles are and were at all relevant times “goods” within
20 the meaning of Ky. Rev. Stat. §§ 355.2-105(1) and 355.2A-103(1)(h).

21 2663. A warranty that the Class Vehicles were in merchantable condition and
22 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
23 to Ky. Rev. Stat. §§ 335.2-314 and 355.2A-212.

24 2664. Defendants knew or had reason to know of the specific use for which
25 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
26 Class Members with an implied warranty that the Class Vehicles and any parts
27 thereof were merchantable and fit for the ordinary purposes for which they were
28 sold. This implied warranty included, among other things, a warranty that the Class

1 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
2 safe and reliable for providing transportation, would not be vulnerable to an
3 abnormally high risk of theft, and complied with applicable federal and state laws
4 and regulations, including FMVSS 114.

5 2665. However, the Class Vehicles did not comply with the implied warranty
6 of merchantability because they were defective and not in merchantable condition,
7 would not pass without objection in the trade, and were not fit for their ordinary
8 purpose of providing reasonably reliable, safe, and secure transportation at the time
9 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
10 Prone Defect, lacking any anti-theft features or design elements to provide an
11 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
12 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
13 vulnerable to theft, making them prime targets to be used as instrumentalities
14 through which thieves engage in reckless driving or other criminal activity.

15 2666. Any attempt by Defendants to disclaim or limit the implied warranty
16 of merchantability for their respective Class Vehicles vis-à-vis consumers is
17 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
18 are unenforceable because Defendants knowingly sold or leased defective Class
19 Vehicles without informing consumers about the Theft Prone Defect. The time
20 limits contained in Defendants' warranty periods were also unconscionable and
21 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
22 and Class Members had no meaningful choice in determining these time
23 limitations, the terms of which unreasonably favored Defendants. A gross disparity
24 in bargaining power existed between Defendants and Plaintiffs and other Class
25 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
26 sale.

27 2667. Furthermore, the circumstances described herein caused Defendants'
28 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and

1 Class Members may seek alternative remedies. Indeed, these breaches of warranties
2 have denied Plaintiffs and Class Members the benefit of their respective bargains,
3 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
4 manner without the ever-present risk of them being stolen.

5 2668. Plaintiffs and Class Members have provided Defendants with
6 reasonable notice and opportunity to cure the breaches of their implied warranties
7 by way of the numerous complaints filed against them and the individual notice
8 letters sent by Class Members within a reasonable amount of time after the Theft
9 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
10 2022, Class Members sent notice letters to them.

11 2669. Alternatively, Plaintiffs and the Class Members were excused from
12 providing Defendants with notice and an opportunity to cure the breach, because it
13 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
14 have long known that the Class Vehicles contained the Theft Prone Defect;
15 however, to date, Defendants have not instituted an adequate and meaningful repair
16 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
17 had no reason to believe that Defendants would have adequately repaired the Theft
18 Prone Defect if they presented their Class Vehicles to them for repair.

19 2670. As a direct and proximate result of Defendants' breach of the implied
20 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
21 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
22 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
23 amount to be proven at trial.

24 **b. Kentucky Count 2: Violation of the Consumer Protection**
25 **Act (Kentucky Rev. Stat. § 367.110, et seq.) Against All**
26 **Defendants**

27 2671. Plaintiffs reallege and incorporate by reference all preceding
28 allegations as though fully set forth herein.

1 2672. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai Kentucky Class, against HMA and HMC.

3 2673. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia Kentucky Class, against KA and KC.

5 2674. For purposes of this count, the Hyundai Kentucky Class Members and
6 Kia Kentucky Class Members shall be referred to as “Class Members.”

7 2675. Defendants, Plaintiffs and Class Members are each a “person” within
8 the meaning of Kentucky Rev. Stat. § 367.110(1).

9 2676. Defendants are engaged in “trade” and “commerce” within the
10 meaning of Kentucky Rev. Stat. § 367.110(2).

11 2677. The Kentucky Consumer Protect Action (“Kentucky CPA”) states that
12 “[u]nfair, misleading, or deceptive acts or practices in the conduct of any trade or
13 commerce are hereby declared unlawful.” Kentucky Rev. Stat. § 367.170.

14 2678. In the course of their business, Defendants through their agents,
15 employees, and/or subsidiaries, violated the Kentucky CPA by knowingly and
16 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
17 material facts regarding the quality, reliability, and safety of the Class Vehicles and
18 the Theft Prone Defect, as detailed above.

19 2679. Defendants had an ongoing duty to the Plaintiffs and Class Members
20 to refrain from unfair, misleading, or deceptive practices under the Kentucky CPA
21 in the course of their business. Specifically, Defendants owed the Plaintiffs and
22 Class Members a duty to disclose all the material facts concerning the Theft Prone
23 Defect in the Class Vehicles because, as detailed above:

24 a. Defendants had exclusive access to and far superior knowledge about
25 facts regarding the Theft Prone Defect and Defendants knew these
26 facts were not known to or reasonably discoverable by Plaintiffs or
27 Class Members;

28 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs

1 and Class Members lack the sophisticated expertise in vehicle
2 components that would be necessary to discover the Theft Prone
3 Defect on their own;

4 c. Defendants knew that the Theft Prone Defect gave rise to safety
5 concerns for the consumers who use the Class Vehicles, and the Theft
6 Prone Defect would have been a material fact to the Class Members'
7 decisions to buy or lease Class Vehicles; and

8 d. Defendants made incomplete representations about the safety and
9 reliability of the Class Vehicles while purposefully withholding
10 material facts about a known safety defect. In uniform advertising and
11 materials provided with each Class Vehicle, HMA, and KA
12 intentionally concealed, suppressed, and failed to disclose to the
13 consumers that the Class Vehicles contained the Theft Prone Defect.
14 Because they volunteered to provide information about the Class
15 Vehicles that they marketed and offered for sale and lease to
16 consumers, HMA and KA had the duty to disclose the whole truth.

17 2680. As detailed above, the information concerning the Theft Prone Defect
18 was known to Defendants at the time of advertising and selling the Class Vehicles,
19 all of which was intended to induce consumers to purchase the Class Vehicles.

20 2681. By misrepresenting the Class Vehicles as safe and reliable and free
21 from defects, and by failing to disclose and actively concealing the dangers and risk
22 posed by the Theft Prone Defect, Defendants engaged in unfair, misleading, or
23 deceptive acts or practices in the conduct of trade and commerce as prohibited by
24 Kentucky Rev. Stat. § 367.170(1).

25 2682. Defendants intended for Plaintiffs and Class Members to rely on them
26 to provide adequately designed Class Vehicles, and to honestly and accurately
27 reveal the safety hazards described above.

28

1 2683. Defendants' unfair or deceptive acts or practices were designed to
2 mislead and had a tendency or capacity to mislead and create a false impression in
3 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
4 Vehicles were not affected by the Theft Prone Defect. Indeed, those
5 misrepresentations, concealments, omissions, and suppressions of material facts did
6 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
7 about the true safety and reliability of Class Vehicles, the quality of the Class
8 Vehicles, and the true value of the Class Vehicles.

9 2684. Defendants' misrepresentations, omissions, and concealment of
10 material facts regarding the Theft Prone Defect and true characteristics of the Class
11 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
12 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
13 were exposed to those misrepresentations, concealments, omissions, and
14 suppressions of material facts, and relied on Defendants' misrepresentations that the
15 Class Vehicles were safe and reliable in deciding to purchase and lease Class
16 Vehicles.

17 2685. Plaintiffs' and Class Members' reliance was reasonable, as they had no
18 way of discerning Defendants' representations were false and misleading, or
19 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
20 alleged above. Plaintiffs and Class Members did not, and could not, unravel
21 Defendants' deception on their own.

22 2686. Had they known the truth about the Theft Prone Defect, Plaintiffs and
23 Class Members would not have purchased or leased the Class Vehicles, or would
24 have paid significantly less for them.

25 2687. Plaintiffs and Class Members suffered ascertainable losses and actual
26 damages as a direct and proximate result of Defendants' concealment,
27 misrepresentations, and/or failure to disclose material information.
28

1 2688. Defendants' violations present a continuing risk to Plaintiffs and Class
2 Members, as well as to the general public, because the Class Vehicles remain
3 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
4 complained of herein affect the public interest.

5 2689. Pursuant to Kentucky Rev. Stat. § 367.220, Plaintiffs and Class
6 Members seek an order enjoining Defendants' unfair or deceptive acts or practices
7 and awarding damages, punitive damages, and any other just and proper relief
8 available under the Kentucky CPA.

9 **c. Kentucky Count 3: Fraud by Omission and Concealment**
10 **Against All Defendants**

11 2690. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 2691. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Kentucky Class, against HMA and HMC.

15 2692. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Kentucky Class, against KA and KC.

17 2693. For purposes of this count, the Hyundai Kentucky Class Members and
18 Kia Kentucky Class Members shall be referred to as "Class Members."

19 2694. Defendants were aware of the Theft Prone Defect when they marketed
20 and sold the Class Vehicles to Plaintiffs and Class Members.

21 2695. Having been aware of the Theft Prone Defect within the Class
22 Vehicles, and having known that Plaintiffs and Class Members could not have
23 reasonably been expected to know of the Theft Prone Defect, Defendants had a
24 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
25 connection with the sale of the Class Vehicles. Defendants further had a duty to
26 disclose the Theft Prone Defect because:

- 27 a. Defendants had exclusive access to and far superior knowledge about
28 facts regarding the Theft Prone Defect and Defendants knew these

1 facts were not known to or reasonably discoverable by Plaintiffs or
2 Class Members;

3 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
4 and Class Members lack the sophisticated expertise in vehicle
5 components that would be necessary to discover the Theft Prone
6 Defect on their own;

7 c. Defendants knew that the Theft Prone Defect gave rise to safety
8 concerns for the consumers who use the Class Vehicles, and the Theft
9 Prone Defect would have been a material fact to the Class Members'
10 decisions to buy or lease Class Vehicles; and

11 d. Defendants made incomplete representations about the safety and
12 reliability of the Class Vehicles while purposefully withholding
13 material facts about a known safety defect. In uniform advertising and
14 materials provided with each Class Vehicle, HMA, and KA
15 intentionally concealed, suppressed, and failed to disclose to the
16 consumers that the Class Vehicles contained the Theft Prone Defect.
17 Because they volunteered to provide information about the Class
18 Vehicles that they marketed and offered for sale and lease to
19 consumers, HMA and KA had the duty to disclose the whole truth.

20 2696. In breach of their duties, Defendants failed to disclose the Theft Prone
21 Defect to Plaintiffs and Class Members in connection with the sale of the Class
22 Vehicles.

23 2697. For the reasons set forth above, the Theft Prone Defect within the
24 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
25 person would find it important in purchasing, leasing, or retaining a new or used
26 motor vehicle and because it directly impacts the value of the Class Vehicles
27 purchased or leased by the Plaintiffs and Class Members.
28

1 2698. Defendants intended for the Plaintiffs and Class Members to rely on
2 their omissions and concealment—which they did by purchasing and leasing the
3 Class Vehicles at the prices they paid believing that their vehicles would not have a
4 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
5 Vehicles.

6 2699. Plaintiffs and Class Members’ reliance was reasonable, as they had no
7 way of discerning that learning the facts that Defendants had concealed or failed to
8 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
9 deception on their own.

10 2700. Defendants actively concealed and suppressed these material facts, in
11 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
12 to avoid costly recalls that would expose them to liability for those expenses and
13 harm the commercial reputations of Defendants and their products. They did so at
14 the expense of Plaintiffs and Class Members.

15 2701. If Defendants had fully and adequately disclosed the Theft Prone
16 Defect to consumers, Plaintiffs and Class Members would have seen such a
17 disclosure.

18 2702. Through their omissions and concealment with respect to the Theft
19 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
20 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
21 otherwise would not have purchased, or pay more for a Class Vehicle than they
22 otherwise would have paid.

23 2703. Had Plaintiffs and Class Members known of the Theft Prone Defect
24 within the Class Vehicles, they would not have purchased the Class Vehicles or
25 would have paid less for them.

26 2704. As a direct and proximate result of Defendants’ omissions, Plaintiffs
27 and other Class Members either overpaid for the Class Vehicles or would not have
28 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to

1 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
2 damages in an amount to be proven at trial.

3 2705. Defendants' acts were done maliciously, oppressively, deliberately,
4 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
5 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
6 an assessment of punitive damages, as permitted by law, in an amount sufficient to
7 deter such conduct in the future, which amount shall be determined according to
8 proof at trial.

9 **d. Kentucky Count 4: Unjust Enrichment Against All**
10 **Defendants**

11 2706. Plaintiffs reallege and incorporate by reference all allegations in
12 Sections I-VI as if fully set forth herein.

13 2707. Plaintiffs bring this count under Kentucky law, individually and on
14 behalf of the other members of the Hyundai Kentucky Class, against HMA and
15 HMC.

16 2708. Plaintiffs bring this count under Kentucky law, individually and on
17 behalf of the other members of the Kia Kentucky Class, against KA and KC.

18 2709. For purposes of this count, members of the Hyundai Kentucky Class
19 and Kia Kentucky Class shall be referred to as "Class Members."

20 2710. When they purchased and leased the Class Vehicles, Plaintiffs and
21 Class Members conferred tangible and material economic benefits upon
22 Defendants, who readily accepted and retained these benefits.

23 2711. Plaintiffs and Class Members would not have purchased or leased their
24 Class Vehicles, or would have paid less for them, had they known of the Theft
25 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
26 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
27 and Class Members.
28

1 2712. Defendants appreciated these economic benefits. These benefits were
2 the expected result of Defendants acting in their pecuniary interest at the expense of
3 their customers. They knew of these benefits because they were aware of the Theft
4 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
5 and Class Members regarding the nature and quality of the Class Vehicles while
6 profiting from this deception.

7 2713. It would be unjust, inequitable, and unconscionable for Defendants to
8 retain these benefits, including because they were procured as a result of their
9 wrongful conduct alleged above.

10 2714. Plaintiffs and Class Members are entitled to restitution of the benefits
11 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
12 Class Members to the position they occupied prior to dealing with those
13 Defendants, with such amounts to be determined at trial.

14 2715. Plaintiffs plead this claim separately as well as in the alternative to
15 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
16 for damages are dismissed or judgment is entered on them in favor of Defendants,
17 Plaintiffs will have no adequate legal remedy.

18 **17. Louisiana**

19 **a. Louisiana Count 1: Breach of Implied Warranty of**
20 **Merchantability/Warranty Against Redhibitory Theft Prone**
21 **Defects (La. Civ. Code Art. 2520, 2524) Against HMA and**
22 **KA**

23 2716. Plaintiffs reallege and incorporate by reference all preceding
24 allegations as though fully set forth herein.

25 2717. Plaintiffs bring this count individually and on behalf of the other
26 members of the Hyundai Louisiana Class, against HMA.

27 2718. Plaintiffs bring this count individually and on behalf of the other
28 members of the Kia Louisiana Class, against KA.

1 2719. For purposes of this count, the Hyundai Louisiana Class Members and
2 Kia Louisiana Class Members shall be referred to as “Class Members.”

3 2720. For purposes of this count, HMA and KA shall be referred to as
4 “Defendants.”

5 2721. Defendants were at all relevant times “merchants” with respect to
6 motor vehicles.

7 2722. A warranty that the Class Vehicles were in merchantable condition and
8 fit for the ordinary purpose for which vehicles are used is implied by law in the
9 instant transactions.

10 2723. Defendants knew or had reason to know of the specific use for which
11 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
12 Class Members with an implied warranty that the Class Vehicles and any parts
13 thereof were merchantable and fit for the ordinary purposes for which they were
14 sold. This implied warranty included, among other things, a warranty that the Class
15 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
16 safe and reliable for providing transportation, would not be vulnerable to an
17 abnormally high risk of theft, and complied with applicable federal and state laws
18 and regulations, including FMVSS 114.

19 2724. However, the Class Vehicles did not comply with the implied warranty
20 of merchantability because they were defective and not in merchantable condition,
21 would not pass without objection in the trade, and were not fit for their ordinary
22 purpose of providing reasonably reliable, safe, and secure transportation at the time
23 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
24 Prone Defect, lacking any anti-theft features or design elements to provide an
25 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
26 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
27 vulnerable to theft, making them prime targets to be used as instrumentalities
28 through which thieves engage in reckless driving or other criminal activity.

1 2725. Any attempt by Defendants to disclaim or limit the implied warranty
2 of merchantability for their respective Class Vehicles vis-à-vis consumers is
3 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
4 are unenforceable because Defendants knowingly sold or leased defective Class
5 Vehicles without informing consumers about the Theft Prone Defect. The time
6 limits contained in Defendants' warranty periods were also unconscionable and
7 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
8 and Class Members had no meaningful choice in determining these time
9 limitations, the terms of which unreasonably favored Defendants. A gross disparity
10 in bargaining power existed between Defendants and Plaintiffs and other Class
11 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
12 sale.

13 2726. Furthermore, the circumstances described herein caused Defendants'
14 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
15 Class Members may seek alternative remedies. Indeed, these breaches of warranties
16 have denied Plaintiffs and Class Members the benefit of their respective bargains,
17 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
18 manner without the ever-present risk of them being stolen.

19 2727. Plaintiffs and Class Members have provided Defendants with
20 reasonable notice and opportunity to cure the breaches of their implied warranties
21 by way of the numerous complaints filed against them and the individual notice
22 letters sent by Class Members within a reasonable amount of time after the Theft
23 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
24 2022, Class Members sent notice letters to them.

25 2728. Alternatively, Plaintiffs and the Class Members were excused from
26 providing Defendants with notice and an opportunity to cure the breach, because it
27 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
28 have long known that the Class Vehicles contained the Theft Prone Defect;

1 however, to date, Defendants have not instituted an adequate and meaningful repair
2 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
3 had no reason to believe that Defendants would have adequately repaired the Theft
4 Prone Defect if they presented their Class Vehicles to them for repair.

5 2729. As a direct and proximate result of Defendants' breach of the implied
6 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
7 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
8 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
9 amount to be proven at trial.

10 **b. Louisiana Count 2: Violation of the Louisiana Unfair Trade**
11 **Practices and Consumer Protection Law (La. Rev. Stat.**
12 **§ 51:1401, et seq.) Against All Defendants**

13 2730. Plaintiffs reallege and incorporate by reference all preceding
14 allegations as though fully set forth herein.

15 2731. Plaintiffs bring this count individually and on behalf of the other
16 members of the Hyundai Louisiana Class, against HMA and HMC.

17 2732. Plaintiffs bring this count individually and on behalf of the other
18 members of the Kia Louisiana Class, against KA and KC.

19 2733. For purposes of this count, the Hyundai Louisiana Class Members and
20 Kia Louisiana Class Members shall be referred to as "Class Members."

21 2734. Defendants, Plaintiffs, and Class Members are "persons" within the
22 meaning of La. Rev. Stat. § 51:1402(8).

23 2735. Plaintiffs and Class Members are "consumers" within the meaning of
24 La. Rev. Stat. § 51:1402(1)

25 2736. Defendants were and are engaged in "trade" and "commerce" within
26 the meaning of La. Rev. Stat. § 51:1402(10).

27 2737. The sale or lease of the Class Vehicles by Defendants are "consumer
28 transactions" within the meaning of La. Rev. Stat. § 51:1402(3).

1 2738. The Louisiana Unfair Trade Practices and Consumer Protection Law
2 (“Louisiana CPL”) states that “unfair methods of competition and unfair or
3 deceptive acts or practices in the conduct of any trade or commerce are hereby
4 declared unlawful.” La. Rev. Stat. § 51:1405(A).

5 2739. In the course of their business, Defendants, through their agents,
6 employees, and/or subsidiaries, violated the Louisiana CPL by knowingly and
7 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
8 material facts regarding the quality, reliability, and safety of the Class Vehicles and
9 the Theft Prone Defect, as detailed above.

10 2740. Defendants had an ongoing duty to Plaintiffs and Class Members to
11 refrain from unfair or deceptive practices under the CPL in the course of their
12 business. Specifically, Defendants owed the Plaintiffs and Class Members a duty to
13 disclose all the material facts concerning the Theft Prone Defect in the Class
14 Vehicles because, as detailed above:

- 15 a. Defendants had exclusive access to and far superior knowledge about
16 facts regarding the Theft Prone Defect and Defendants knew these
17 facts were not known to or reasonably discoverable by Plaintiffs or
18 Class Members;
- 19 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
20 and Class Members lack the sophisticated expertise in vehicle
21 components that would be necessary to discover the Theft Prone
22 Defect on their own;
- 23 c. Defendants knew that the Theft Prone Defect gave rise to safety
24 concerns for the consumers who use the Class Vehicles, and the Theft
25 Prone Defect would have been a material fact to the Class Members’
26 decisions to buy or lease Class Vehicles; and
- 27 d. Defendants made incomplete representations about the safety and
28 reliability of the Class Vehicles while purposefully withholding

1 material facts about a known safety defect. In uniform advertising and
2 materials provided with each Class Vehicle, HMA, and KA
3 intentionally concealed, suppressed, and failed to disclose to the
4 consumers that the Class Vehicles contained the Theft Prone Defect.
5 Because they volunteered to provide information about the Class
6 Vehicles that they marketed and offered for sale and lease to
7 consumers, HMA and KA had the duty to disclose the whole truth.

8 2741. As detailed above, the information concerning the Theft Prone Defect
9 was known to Defendants at the time of advertising and selling the Class Vehicles,
10 all of which was intended to induce consumers to purchase the Class Vehicles.

11 2742. By misrepresenting the Class Vehicles as safe and reliable and by
12 failing to disclose and actively concealing the dangers and risk posed by the Theft
13 Prone Defect, Defendants engaged in unfair methods of competition and unfair or
14 deceptive acts or practices in the conduct of trade and commerce as prohibited by
15 La. Rev. Stat. § 51:1405(A).

16 2743. Defendants intended for Plaintiffs and Class Members to rely on them
17 to provide adequately designed Class Vehicles, and to honestly and accurately
18 reveal the safety hazards described above.

19 2744. Defendants' unfair or deceptive acts or practices were designed to
20 mislead and had a tendency or capacity to mislead and create a false impression in
21 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
22 Vehicles were not affected by the Theft Prone Defect. Indeed, those
23 misrepresentations, concealments, omissions, and suppressions of material facts did
24 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
25 about the true safety and reliability of Class Vehicles, the quality of the Class
26 Vehicles, and the true value of the Class Vehicles.

27 2745. Defendants' misrepresentations, omissions, and concealment of
28 material facts regarding the Theft Prone Defect and true characteristics of the Class

1 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
2 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
3 were exposed to those misrepresentations, concealments, omissions, and
4 suppressions of material facts, and relied on Defendants' misrepresentations that the
5 Class Vehicles were safe and reliable in deciding to purchase and lease Class
6 Vehicles.

7 2746. Plaintiffs' and Class Members' reliance was reasonable, as they had no
8 way of discerning Defendants' representations were false and misleading, or
9 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
10 alleged above. Plaintiffs and Class Members did not, and could not, unravel
11 Defendants' deception on their own.

12 2747. Had they known the truth about the Theft Prone Defect, Plaintiffs and
13 Class Members would not have purchased or leased the Class Vehicles, or would
14 have paid significantly less for them.

15 2748. Plaintiffs and Class Members suffered ascertainable losses and actual
16 damages as a direct and proximate result of Defendants' concealment,
17 misrepresentations, and/or failure to disclose material information.

18 2749. Defendants' violations present a continuing risk to Plaintiffs and Class
19 Members, as well as to the general public, because the Class Vehicles remain
20 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
21 complained of herein affect the public interest.

22 2750. Pursuant to La. Rev. Stat. § 51:1409(A), Plaintiffs and Class Members
23 seek an order enjoining Defendants' unfair or deceptive acts or practices and
24 awarding actual damages, treble damages, and other just and proper relief available
25 under the Louisiana CPL.
26
27
28

1 **c. Louisiana Count 3: Fraud by Omission and Concealment**
2 **Against All Defendants**

3 2751. Plaintiffs reallege and incorporate by reference all preceding
4 allegations as though fully set forth herein.

5 2752. Plaintiffs bring this count individually and on behalf of the other
6 members of the Hyundai Louisiana Class, against HMA and HMC.

7 2753. Plaintiffs bring this count individually and on behalf of the other
8 members of the Kia Louisiana Class, against KA and KC.

9 2754. For purposes of this count, the Hyundai Louisiana Class Members and
10 Kia Louisiana Class Members shall be referred to as “Class Members.”

11 2755. Defendants were aware of the Theft Prone Defect when they marketed
12 and sold the Class Vehicles to Plaintiffs and Class Members.

13 2756. Having been aware of the Theft Prone Defect within the Class
14 Vehicles, and having known that Plaintiffs and Class Members could not have
15 reasonably been expected to know of the Theft Prone Defect, Defendants had a
16 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
17 connection with the sale of the Class Vehicles. Defendants further had a duty to
18 disclose the Theft Prone Defect because:

- 19 a. Defendants had exclusive access to and far superior knowledge about
20 facts regarding the Theft Prone Defect and Defendants knew these
21 facts were not known to or reasonably discoverable by Plaintiffs or
22 Class Members;
23 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
24 and Class Members lack the sophisticated expertise in vehicle
25 components that would be necessary to discover the Theft Prone
26 Defect on their own;
27 c. Defendants knew that the Theft Prone Defect gave rise to safety
28 concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members’
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 2757. In breach of their duties, Defendants failed to disclose the Theft Prone
13 Defect to Plaintiffs and Class Members in connection with the sale of the Class
14 Vehicles.

15 2758. For the reasons set forth above, the Theft Prone Defect within the
16 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
17 person would find it important in purchasing, leasing, or retaining a new or used
18 motor vehicle and because it directly impacts the value of the Class Vehicles
19 purchased or leased by the Plaintiffs and Class Members.

20 2759. Defendants intended for the Plaintiffs and Class Members to rely on
21 their omissions and concealment—which they did by purchasing and leasing the
22 Class Vehicles at the prices they paid believing that their vehicles would not have a
23 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
24 Vehicles.

25 2760. Plaintiffs and Class Members’ reliance was reasonable, as they had no
26 way of discerning that learning the facts that Defendants had concealed or failed to
27 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
28 deception on their own.

1 2761. Defendants actively concealed and suppressed these material facts, in
2 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
3 to avoid costly recalls that would expose them to liability for those expenses and
4 harm the commercial reputations of Defendants and their products. They did so at
5 the expense of Plaintiffs and Class Members.

6 2762. If Defendants had fully and adequately disclosed the Theft Prone
7 Defect to consumers, Plaintiffs and Class Members would have seen such a
8 disclosure.

9 2763. Through their omissions and concealment with respect to the Theft
10 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
11 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
12 otherwise would not have purchased, or pay more for a Class Vehicle than they
13 otherwise would have paid.

14 2764. Had Plaintiffs and Class Members known of the Theft Prone Defect
15 within the Class Vehicles, they would not have purchased the Class Vehicles or
16 would have paid less for them.

17 2765. As a direct and proximate result of Defendants' omissions, Plaintiffs
18 and other Class Members either overpaid for the Class Vehicles or would not have
19 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
20 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
21 damages in an amount to be proven at trial.

22 2766. Defendants' acts were done maliciously, oppressively, deliberately,
23 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
24 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
25 an assessment of punitive damages, as permitted by law, in an amount sufficient to
26 deter such conduct in the future, which amount shall be determined according to
27 proof at trial.
28

d. Louisiana Count 4: Unjust Enrichment Against All Defendants

2767. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

2768. Plaintiffs bring this count under Louisiana law, individually and on behalf of the other members of the Hyundai Louisiana Class, against HMA and HMC.

2769. Plaintiffs bring this count under Louisiana law, individually and on behalf of the other members of the Kia Louisiana Class, against KA and KC.

2770. For purposes of this count, members of the Hyundai Louisiana Class and Kia Louisiana Class shall be referred to as “Class Members.”

2771. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

2772. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

2773. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

2774. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

1 2775. Plaintiffs and Class Members are entitled to restitution of the benefits
2 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
3 Class Members to the position they occupied prior to dealing with those
4 Defendants, with such amounts to be determined at trial.

5 2776. Plaintiffs plead this claim separately as well as in the alternative to
6 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
7 for damages are dismissed or judgment is entered on them in favor of Defendants,
8 Plaintiffs will have no adequate legal remedy.

9 **18. Maine**

10 **a. Maine Count 1: Breach of Implied Warranty (Me. Rev. Stat.**
11 **Tit. 11 §§ 2-314 and 2-1212) Against HMA and KA**

12 2777. Plaintiffs reallege and incorporate by reference all preceding
13 allegations as though fully set forth herein.

14 2778. Plaintiffs bring this count individually and on behalf of the other
15 members of the Hyundai Maine Class, against HMA.

16 2779. Plaintiffs bring this count individually and on behalf of the other
17 members of the Kia Maine Class, against KA.

18 2780. For purposes of this count, the Hyundai Maine Class Members and Kia
19 Maine Class Members together shall be referred to as "Class Members."

20 2781. For purposes of this count, HMA and KA together shall be referred to
21 as "Defendants."

22 2782. Defendants were at all relevant times "merchants" with respect to
23 motor vehicles under Me. Rev. Stat. Ann. Tit. 11 §§ 2-104(1), and 2-1103(3), and is
24 a "seller" of motor vehicles under § 2-103(1)(d).

25 2783. With respect to leases, Defendants are and were at all relevant times
26 "lessors" of motor vehicles under Me. Rev. Stat. Ann. Tit. 11 § 2-1103(1)(p).

27 2784. The Class Vehicles are and were at all relevant times "goods" within
28 the meaning of Me. Rev. Stat. Ann. Tit. 11 §§ 2-105(1), and 2-1103(1)(h).

1 2785. A warranty that the Class Vehicles were in merchantable condition and
2 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
3 to Me. Rev. Stat. Ann. Tit. 11 §§ 2-314, and 2-1212.

4 2786. Defendants knew or had reason to know of the specific use for which
5 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
6 Class Members with an implied warranty that the Class Vehicles and any parts
7 thereof were merchantable and fit for the ordinary purposes for which they were
8 sold. This implied warranty included, among other things, a warranty that the Class
9 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
10 safe and reliable for providing transportation, would not be vulnerable to an
11 abnormally high risk of theft, and complied with applicable federal and state laws
12 and regulations, including FMVSS 114.

13 2787. However, the Class Vehicles did not comply with the implied warranty
14 of merchantability because they were defective and not in merchantable condition,
15 would not pass without objection in the trade, and were not fit for their ordinary
16 purpose of providing reasonably reliable, safe, and secure transportation at the time
17 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
18 Prone Defect, lacking any anti-theft features or design elements to provide an
19 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
20 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
21 vulnerable to theft, making them prime targets to be used as instrumentalities
22 through which thieves engage in reckless driving or other criminal activity.

23 2788. Any attempt by Defendants to disclaim or limit the implied warranty
24 of merchantability for their respective Class Vehicles vis-à-vis consumers is
25 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
26 are unenforceable because Defendants knowingly sold or leased defective Class
27 Vehicles without informing consumers about the Theft Prone Defect. The time
28 limits contained in Defendants' warranty periods were also unconscionable and

1 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
2 and Class Members had no meaningful choice in determining these time
3 limitations, the terms of which unreasonably favored Defendants. A gross disparity
4 in bargaining power existed between Defendants and Plaintiffs and other Class
5 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
6 sale.

7 2789. Furthermore, the circumstances described herein caused Defendants'
8 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
9 Class Members may seek alternative remedies. Indeed, these breaches of warranties
10 have denied Plaintiffs and Class Members the benefit of their respective bargains,
11 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
12 manner without the ever-present risk of them being stolen.

13 2790. Plaintiffs and Class Members have provided Defendants with
14 reasonable notice and opportunity to cure the breaches of their implied warranties
15 by way of the numerous complaints filed against them and the individual notice
16 letters sent by Class Members within a reasonable amount of time after the Theft
17 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
18 2022, Class Members sent notice letters to them.

19 2791. Alternatively, Plaintiffs and the Class Members were excused from
20 providing Defendants with notice and an opportunity to cure the breach, because it
21 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
22 have long known that the Class Vehicles contained the Theft Prone Defect;
23 however, to date, Defendants have not instituted an adequate and meaningful repair
24 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
25 had no reason to believe that Defendants would have adequately repaired the Theft
26 Prone Defect if they presented their Class Vehicles to them for repair.

27 2792. As a direct and proximate result of Defendants' breach of the implied
28 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were

1 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
2 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
3 amount to be proven at trial.

4 **b. Maine Count 2: Violation of the Maine Unfair Trade**
5 **Practices Act (Me. Rev. Stat. Ann. Tit. 5 § 205-a, et seq.)**
6 **Against All Defendants**

7 2793. Plaintiffs reallege and incorporate by reference all preceding
8 allegations as though fully set forth herein.

9 2794. Plaintiffs bring this count individually and on behalf of the other
10 members of the Hyundai Maine Class, against HMA and HMC.

11 2795. Plaintiffs bring this count individually and on behalf of the other
12 members of the Kia Maine Class, against KA and KC.

13 2796. For purposes of this count, the Hyundai Maine Class Members and Kia
14 Maine Class Members shall be referred to as “Class Members.”

15 2797. Defendants, Plaintiffs, and Class Members are “persons” within the
16 meaning of Me. Rev. Stat. Ann. Tit. 5, § 206(2).

17 2798. Defendants are engaged in “trade” or “commerce” within the meaning
18 of Me. Rev. Stat. Ann. Tit. 5, § 206(3).

19 2799. The Maine Unfair Trade Practices Act (“Maine UTPA”) states that
20 “[u]nfair methods of competition and unfair or deceptive acts or practices in the
21 conduct of any trade or commerce are . . . unlawful.” Me. Rev. Stat. Ann. Tit. 5,
22 § 207.

23 2800. In the course of their business, Defendants, through their agents,
24 employees, and/or subsidiaries, violated the Maine UTPA by knowingly and
25 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
26 material facts regarding the quality, reliability, and safety of the Class Vehicles and
27 the Theft Prone Defect, as detailed above.

28 2801. Defendants had an ongoing duty to the Plaintiffs and Class Members
to refrain from unfair or deceptive practices under the Maine UTPA in the course of

1 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
2 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
3 Vehicles because, as detailed above:

- 4 a. Defendants had exclusive access to and far superior knowledge about
5 facts regarding the Theft Prone Defect and Defendants knew these
6 facts were not known to or reasonably discoverable by Plaintiffs or
7 Class Members;
- 8 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
9 and Class Members lack the sophisticated expertise in vehicle
10 components that would be necessary to discover the Theft Prone
11 Defect on their own;
- 12 c. Defendants knew that the Theft Prone Defect gave rise to safety
13 concerns for the consumers who use the Class Vehicles, and the Theft
14 Prone Defect would have been a material fact to the Class Members'
15 decisions to buy or lease Class Vehicles; and
- 16 d. Defendants made incomplete representations about the safety and
17 reliability of the Class Vehicles while purposefully withholding
18 material facts about a known safety defect. In uniform advertising and
19 materials provided with each Class Vehicle, HMA, and KA
20 intentionally concealed, suppressed, and failed to disclose to the
21 consumers that the Class Vehicles contained the Theft Prone Defect.
22 Because they volunteered to provide information about the Class
23 Vehicles that they marketed and offered for sale and lease to
24 consumers, HMA and KA had the duty to disclose the whole truth.

25 2802. As detailed above, the information concerning the Theft Prone Defect
26 was known to Defendants at the time of advertising and selling the Class Vehicles,
27 all of which was intended to induce consumers to purchase the Class Vehicles.
28

1 2803. By misrepresenting the Class Vehicles as safe and reliable and by
2 failing to disclose and actively concealing the dangers and risk posed by the Theft
3 Prone Defect, Defendants engaged in unfair methods of competition and unfair and
4 deceptive acts or practices prohibited by Me. Rev. Stat. Ann. Tit. 5, § 207.

5 2804. Defendants intended for Plaintiffs and Class Members to rely on them
6 to provide adequately designed Class Vehicles, and to honestly and accurately
7 reveal the safety hazards described above.

8 2805. Defendants' unfair or deceptive acts or practices were designed to
9 mislead and had a tendency or capacity to mislead and create a false impression in
10 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
11 Vehicles were not affected by the Theft Prone Defect. Indeed, those
12 misrepresentations, concealments, omissions, and suppressions of material facts did
13 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
14 about the true safety and reliability of Class Vehicles, the quality of the Class
15 Vehicles, and the true value of the Class Vehicles.

16 2806. Defendants' misrepresentations, omissions, and concealment of
17 material facts regarding the Theft Prone Defect and true characteristics of the Class
18 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
19 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
20 were exposed to those misrepresentations, concealments, omissions, and
21 suppressions of material facts, and relied on Defendants' misrepresentations that the
22 Class Vehicles were safe and reliable in deciding to purchase and lease Class
23 Vehicles.

24 2807. Plaintiffs' and Class Members' reliance was reasonable, as they had no
25 way of discerning Defendants' representations were false and misleading, or
26 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
27 alleged above. Plaintiffs and Class Members did not, and could not, unravel
28 Defendants' deception on their own.

1 2808. Had they known the truth about the Theft Prone Defect, Plaintiffs and
2 Class Members would not have purchased or leased the Class Vehicles, or would
3 have paid significantly less for them.

4 2809. Plaintiffs and Class Members suffered ascertainable losses and actual
5 damages as a direct and proximate result of Defendants' concealment,
6 misrepresentations, and/or failure to disclose material information.

7 2810. Defendants' violations present a continuing risk to Plaintiffs and Class
8 Members, as well as to the general public, because the Class Vehicles remain
9 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
10 complained of herein affect the public interest.

11 2811. On August 18, 2022, and September 12, 2022, Class Members sent
12 Defendants notice of the Theft Prone Defect. Additionally, all Defendants were
13 provided notice of the issues raised in this count and this Complaint by the
14 governmental investigations, the numerous complaints filed against them, internet
15 videos, news reports, and the many individual notice letters sent by Plaintiffs within
16 a reasonable amount of time after the allegations of Class Vehicle defects became
17 public. Because Defendants failed to remedy their unlawful conduct, Plaintiffs seek
18 all damages and relief to which Class Members are entitled.

19 2812. Alternatively, providing notice to Defendants and an opportunity to
20 cure the breach prior to filing suit would have been futile. As alleged above,
21 Defendants have long known that the Class Vehicles contained the Theft Prone
22 Defect, however, did nothing to remedy the Theft Prone Defect.

23 2813. Pursuant to Me. Rev. Stat. Tit. 5 § 213, Plaintiffs and Class Members
24 seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and
25 awarding damages, restitution, and any other just and proper relief available under
26 the Maine UTPA.

27
28

**c. Maine Count 3: Fraud by Omission and Concealment
Against All Defendants**

2814. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2815. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Maine Class, against HMA and HMC.

2816. Plaintiffs bring this count individually and on behalf of the other members of the Kia Maine Class, against KA and KC.

2817. For purposes of this count, the Hyundai Maine Class Members and Kia Maine Class Members shall be referred to as “Class Members.”

2818. Defendants were aware of the Theft Prone Defect when they marketed and sold the Class Vehicles to Plaintiffs and Class Members.

2819. Having been aware of the Theft Prone Defect within the Class Vehicles, and having known that Plaintiffs and Class Members could not have reasonably been expected to know of the Theft Prone Defect, Defendants had a duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in connection with the sale of the Class Vehicles. Defendants further had a duty to disclose the Theft Prone Defect because:

- a. Defendants had exclusive access to and far superior knowledge about facts regarding the Theft Prone Defect and Defendants knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members;
- b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs and Class Members lack the sophisticated expertise in vehicle components that would be necessary to discover the Theft Prone Defect on their own;
- c. Defendants knew that the Theft Prone Defect gave rise to safety concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members'
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 2820. In breach of their duties, Defendants failed to disclose the Theft Prone
13 Defect to Plaintiffs and Class Members in connection with the sale of the Class
14 Vehicles.

15 2821. For the reasons set forth above, the Theft Prone Defect within the
16 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
17 person would find it important in purchasing, leasing, or retaining a new or used
18 motor vehicle and because it directly impacts the value of the Class Vehicles
19 purchased or leased by the Plaintiffs and Class Members.

20 2822. Defendants intended for the Plaintiffs and Class Members to rely on
21 their omissions and concealment—which they did by purchasing and leasing the
22 Class Vehicles at the prices they paid believing that their vehicles would not have a
23 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
24 Vehicles.

25 2823. Plaintiffs and Class Members' reliance was reasonable, as they had no
26 way of discerning that learning the facts that Defendants had concealed or failed to
27 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
28 deception on their own.

1 2824. Defendants actively concealed and suppressed these material facts, in
2 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
3 to avoid costly recalls that would expose them to liability for those expenses and
4 harm the commercial reputations of Defendants and their products. They did so at
5 the expense of Plaintiffs and Class Members.

6 2825. If Defendants had fully and adequately disclosed the Theft Prone
7 Defect to consumers, Plaintiffs and Class Members would have seen such a
8 disclosure.

9 2826. Through their omissions and concealment with respect to the Theft
10 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
11 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
12 otherwise would not have purchased, or pay more for a Class Vehicle than they
13 otherwise would have paid.

14 2827. Had Plaintiffs and Class Members known of the Theft Prone Defect
15 within the Class Vehicles, they would not have purchased the Class Vehicles or
16 would have paid less for them.

17 2828. As a direct and proximate result of Defendants' omissions, Plaintiffs
18 and other Class Members either overpaid for the Class Vehicles or would not have
19 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
20 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
21 damages in an amount to be proven at trial.

22 2829. Defendants' acts were done maliciously, oppressively, deliberately,
23 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
24 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
25 an assessment of punitive damages, as permitted by law, in an amount sufficient to
26 deter such conduct in the future, which amount shall be determined according to
27 proof at trial.
28

d. Maine Count 4: Unjust Enrichment Against All Defendants

2830. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

2831. Plaintiffs bring this count under Maine law, individually and on behalf of the other members of the Hyundai Maine Class, against HMA and HMC.

2832. Plaintiffs bring this count under Maine law, individually and on behalf of the other members of the Kia Maine Class, against KA and KC.

2833. For purposes of this count, members of the Hyundai Maine Class and Kia Maine Class shall be referred to as “Class Members.”

2834. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

2835. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

2836. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

2837. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

2838. Plaintiffs and Class Members are entitled to restitution of the benefits Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and

1 Class Members to the position they occupied prior to dealing with those
2 Defendants, with such amounts to be determined at trial.

3 2839. Plaintiffs plead this claim separately as well as in the alternative to
4 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
5 for damages are dismissed or judgment is entered on them in favor of Defendants,
6 Plaintiffs will have no adequate legal remedy.

7 **19. Maryland**

8 **a. Maryland Count 1: Breach of Implied Warranty of**
9 **Merchantability (Md. Code Com. Law §§ 2-314 and 2A-212)**
10 **Against HMA and KA**

11 2840. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 2841. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Maryland Class, against HMA.

15 2842. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Maryland Class, against KA.

17 2843. For purposes of this count, the Hyundai Maryland Class Members and
18 Kia Maryland Class Members together shall be referred to as "Class Members."

19 2844. For purposes of this count, HMA and KA together shall be referred to
20 as "Defendants."

21 2845. Defendants are and were at all relevant times "merchants" with respect
22 to motor vehicles Md. Code Com. Law §§ 2-104(1) and 2A-103(3), and "sellers" of
23 motor vehicles under § 2-103(1)(d).

24 2846. With respect to leases, Defendants are and were at all relevant times
25 "lessors" of motor vehicles under Md. Code. Com. Law § 2A-103(1)(p).

26 2847. All Class Members who purchased Class Vehicles in Maryland are
27 "buyers" within the meaning of Md. Code. Com. Law § 2-103(1)(a).

28 2848. All Class Members who leased Class Vehicles in Maryland are
"lessees" within the meaning of Md. Code. Com. Law § 2A-103(1)(n).

1 2849. The Class Vehicles are and were at all relevant times “goods” within
2 the meaning of Md. Code. Com. Law §§ 2-105(1) and 2A-103(1)(h).

3 2850. A warranty that the Class Vehicles were in merchantable condition and
4 fit for the ordinary purpose for which such goods are used is implied by law
5 pursuant to Md. Code Com. Law §§ 2-314 and 2A-212.

6 2851. Defendants knew or had reason to know of the specific use for which
7 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
8 Class Members with an implied warranty that the Class Vehicles and any parts
9 thereof were merchantable and fit for the ordinary purposes for which they were
10 sold. This implied warranty included, among other things, a warranty that the Class
11 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
12 safe and reliable for providing transportation, would not be vulnerable to an
13 abnormally high risk of theft, and complied with applicable federal and state laws
14 and regulations, including FMVSS 114.

15 2852. However, the Class Vehicles did not comply with the implied warranty
16 of merchantability because they were defective and not in merchantable condition,
17 would not pass without objection in the trade, and were not fit for their ordinary
18 purpose of providing reasonably reliable, safe, and secure transportation at the time
19 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
20 Prone Defect, lacking any anti-theft features or design elements to provide an
21 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
22 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
23 vulnerable to theft, making them prime targets to be used as instrumentalities
24 through which thieves engage in reckless driving or other criminal activity.

25 2853. Any attempt by Defendants to disclaim or limit the implied warranty
26 of merchantability for their respective Class Vehicles vis-à-vis consumers is
27 unconscionable and unenforceable. Specifically, Defendants’ warranty limitations
28 are unenforceable because Defendants knowingly sold or leased defective Class

1 Vehicles without informing consumers about the Theft Prone Defect. The time
2 limits contained in Defendants' warranty periods were also unconscionable and
3 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
4 and Class Members had no meaningful choice in determining these time
5 limitations, the terms of which unreasonably favored Defendants. A gross disparity
6 in bargaining power existed between Defendants and Plaintiffs and other Class
7 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
8 sale.

9 2854. Furthermore, the circumstances described herein caused Defendants'
10 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
11 Class Members may seek alternative remedies. Indeed, these breaches of warranties
12 have denied Plaintiffs and Class Members the benefit of their respective bargains,
13 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
14 manner without the ever-present risk of them being stolen.

15 2855. Plaintiffs and Class Members have provided Defendants with
16 reasonable notice and opportunity to cure the breaches of their implied warranties
17 by way of the numerous complaints filed against them and the individual notice
18 letters sent by Class Members within a reasonable amount of time after the Theft
19 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
20 2022, Class Members sent notice letters to them.

21 2856. Alternatively, Plaintiffs and the Class Members were excused from
22 providing Defendants with notice and an opportunity to cure the breach, because it
23 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
24 have long known that the Class Vehicles contained the Theft Prone Defect;
25 however, to date, Defendants have not instituted an adequate and meaningful repair
26 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
27 had no reason to believe that Defendants would have adequately repaired the Theft
28 Prone Defect if they presented their Class Vehicles to them for repair.

1 2857. As a direct and proximate result of Defendants’ breach of the implied
2 warranty of merchantability, Plaintiffs’ and Class Members’ Class Vehicles were
3 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
4 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
5 amount to be proven at trial.

6 **b. Maryland Count 2: Violation of the Maryland Consumer**
7 **Protection Act (Md. Code, Com. Law, § 13-101, et seq.)**
8 **Against All Defendants**

9 2858. Plaintiffs reallege and incorporate by reference all preceding
10 allegations as though fully set forth herein.

11 2859. Plaintiffs bring this count individually and on behalf of the other
12 members of the Hyundai Maryland Class, against HMA and HMC.

13 2860. Plaintiffs bring this count individually and on behalf of the other
14 members of the Kia Maryland Class, against KA and KC.

15 2861. For purposes of this count, the Hyundai Maryland Class Members and
16 Kia Maryland Class Members shall be referred to as “Class Members.”

17 2862. Defendants, Plaintiffs, and Class Members are “persons” within the
18 meaning of Md. Code, Com. Law, § 13-101(h).

19 2863. Plaintiffs and Class Members are “consumers” within the meaning of
20 Md. Code, Com. Law, § 13-101(c).

21 2864. The Class Vehicles and installed in them are “merchandise” within the
22 meaning of Md. Code, Com. Law, § 13-101(f).

23 2865. The Maryland Consumer Protection Act (“Maryland CPA”) declares
24 that “[a] person may not engage in any unfair, abusive, or deceptive trade practice,
25 as defined in this subtitle or as further defined by the Division.” Md. Code, Com.
26 Law, § 13-303. Section 13-301 defines “unfair, abusive or deceptive trade
27 practices.” *Id.* at § 13-301.

28 2866. In the course of their business, Defendants, through their agents,
employees, and/or subsidiaries, violated the Maryland CPA by knowingly and

1 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
2 material facts regarding the quality, reliability, and safety of the Class Vehicles and
3 the Theft Prone Defect, as detailed above.

4 2867. Defendants had an ongoing duty to Plaintiffs and Class Members to
5 refrain from unfair or deceptive practices under the Maryland CPA in the course of
6 their business. Specifically, Defendants owed Plaintiffs and Class Members a duty
7 to disclose all the material facts concerning the Theft Prone Defect in the Class
8 Vehicles because, as detailed above:

- 9 a. Defendants had exclusive access to and far superior knowledge about
10 facts regarding the Theft Prone Defect and Defendants knew these
11 facts were not known to or reasonably discoverable by Plaintiffs or
12 Class Members;
- 13 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
14 and Class Members lack the sophisticated expertise in vehicle
15 components that would be necessary to discover the Theft Prone
16 Defect on their own;
- 17 c. Defendants knew that the Theft Prone Defect gave rise to safety
18 concerns for the consumers who use the Class Vehicles, and the Theft
19 Prone Defect would have been a material fact to the Class Members'
20 decisions to buy or lease Class Vehicles; and
- 21 d. Defendants made incomplete representations about the safety and
22 reliability of the Class Vehicles while purposefully withholding
23 material facts about a known safety defect. In uniform advertising and
24 materials provided with each Class Vehicle, HMA, and KA
25 intentionally concealed, suppressed, and failed to disclose to the
26 consumers that the Class Vehicles contained the Theft Prone Defect.
27 Because they volunteered to provide information about the Class
28 Vehicles that they marketed and offered for sale and lease to

1 consumers, HMA and KA had the duty to disclose the whole truth.

2 2868. As detailed above, the information concerning the Theft Prone Defect
3 was known to Defendants at the time of advertising and selling the Class Vehicles,
4 all of which was intended to induce consumers to purchase the Class Vehicles.

5 2869. By misrepresenting the Class Vehicles as safe and reliable, and by
6 failing to disclose and actively concealing the dangers and risk posed by the Theft
7 Prone Defect, Defendants engaged in one or more of the following unfair or
8 deceptive business practices prohibited by Md. Code, Com. Law, § 13-303:

- 9 a. Making false or misleading oral or written statements, visual
10 descriptions, or other representations of any kind which had the
11 tendency or effect of deceiving or misleading consumers about the
12 Class Vehicles;
- 13 b. Representing that the Class Vehicles have approval, accessories,
14 characteristics, uses, and benefits that they do not have;
- 15 c. Representing that the Class Vehicles are of a particular standard,
16 quality, or grade when they are not;
- 17 d. Failure to state material facts about the Class Vehicles that deceives or
18 tends to deceive;
- 19 e. Advertising the Class Vehicles with the intent not to sell or lease them
20 as advertised; and
- 21 f. Engaging in deception, fraud, false pretense, false premise,
22 misrepresentation, or knowing concealment, suppression, or omission
23 of material facts regarding the safety of the Class Vehicles.

24 Md. Code, Com. Law, §§ 13-301(1), (2)(i), (2)(iv), (3), (5)(i), and (9)(i).

25 2870. Defendants intended for Plaintiffs and Class Members to rely on them
26 to provide adequately designed Class Vehicles, and to honestly and accurately
27 reveal the safety hazards described above.

1 2871. Defendants' unfair or deceptive acts or practices were designed to
2 mislead and had a tendency or capacity to mislead and create a false impression in
3 consumers that the Class Vehicles had adequate anti-theft protection, and that the
4 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
5 misrepresentations, concealments, omissions, and suppressions of material facts did
6 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
7 about the true safety and reliability of Class Vehicles, the quality of the Class
8 Vehicles, and the true value of the Class Vehicles.

9 2872. Defendants' misrepresentations, concealments, omissions, and
10 suppressions of material facts regarding the Theft Prone Defect and true
11 characteristics of the Class Vehicles were material to the decisions of Plaintiffs and
12 Class Members to purchase and lease those vehicles, as Defendants intended.
13 Plaintiffs and Class Members were exposed to those misrepresentations,
14 concealments, omissions, and suppressions of material facts, and relied on
15 Defendants' misrepresentations that the Class Vehicles were safe and reliable in
16 deciding to purchase and lease those vehicles.

17 2873. Plaintiffs' and Class Members' reliance was reasonable, as they had no
18 way of discerning that Defendants' representations were false and misleading
19 and/or otherwise learning that the Class Vehicles contained the Theft Prone Defect,
20 as alleged above. Plaintiffs and Class Members did not, and could not, unravel
21 Defendants' deception on their own.

22 2874. Had they known the truth, Plaintiffs and Class Members would not
23 have purchased or leased the Class Vehicles, or would have paid significantly less
24 for them.

25 2875. Plaintiffs and Class Members suffered ascertainable losses and actual
26 damages as a direct and proximate result of Defendants' concealment,
27 misrepresentations, and/or failure to disclose material information.
28

1 2876. Defendants' violations present a continuing risk to Plaintiffs and Class
2 Members, as well as to the general public, because the Class Vehicles remain
3 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
4 complained of herein affect the public interest.

5 2877. Pursuant to Md. Code, Com. Law, § 13-408, Plaintiffs and Class
6 Members seek an order enjoining Defendant'' unfair or deceptive acts or practices
7 and awarding damages and any other just and proper relief available under the
8 Maryland CPA.

9 **c. Maryland Count 3: Fraud by Omission and Concealment**
10 **Against All Defendants**

11 2878. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 2879. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Maryland Class, against HMA and HMC.

15 2880. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Maryland Class, against KA and KC.

17 2881. For purposes of this count, the Hyundai Maryland Class Members and
18 Kia Maryland Class Members shall be referred to as "Class Members."

19 2882. Defendants were aware of the Theft Prone Defect when they marketed
20 and sold the Class Vehicles to Plaintiffs and Class Members.

21 2883. Having been aware of the Theft Prone Defect within the Class
22 Vehicles, and having known that Plaintiffs and Class Members could not have
23 reasonably been expected to know of the Theft Prone Defect, Defendants had a
24 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
25 connection with the sale of the Class Vehicles. Defendants further had a duty to
26 disclose the Theft Prone Defect because:

27 a. Defendants had exclusive access to and far superior knowledge about
28 facts regarding the Theft Prone Defect and Defendants knew these

facts were not known to or reasonably discoverable by Plaintiffs or Class Members;

b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs and Class Members lack the sophisticated expertise in vehicle components that would be necessary to discover the Theft Prone Defect on their own;

c. Defendants knew that the Theft Prone Defect gave rise to safety concerns for the consumers who use the Class Vehicles, and the Theft Prone Defect would have been a material fact to the Class Members' decisions to buy or lease Class Vehicles; and

d. Defendants made incomplete representations about the safety and reliability of the Class Vehicles while purposefully withholding material facts about a known safety defect. In uniform advertising and materials provided with each Class Vehicle, HMA, and KA intentionally concealed, suppressed, and failed to disclose to the consumers that the Class Vehicles contained the Theft Prone Defect. Because they volunteered to provide information about the Class Vehicles that they marketed and offered for sale and lease to consumers, HMA and KA had the duty to disclose the whole truth.

2884. In breach of their duties, Defendants failed to disclose the Theft Prone Defect to Plaintiffs and Class Members in connection with the sale of the Class Vehicles.

2885. For the reasons set forth above, the Theft Prone Defect within the Class Vehicles is material to the sale of the Class Vehicles because a reasonable person would find it important in purchasing, leasing, or retaining a new or used motor vehicle and because it directly impacts the value of the Class Vehicles purchased or leased by the Plaintiffs and Class Members.

1 2886. Defendants intended for the Plaintiffs and Class Members to rely on
2 their omissions and concealment—which they did by purchasing and leasing the
3 Class Vehicles at the prices they paid believing that their vehicles would not have a
4 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
5 Vehicles.

6 2887. Plaintiffs and Class Members’ reliance was reasonable, as they had no
7 way of discerning that learning the facts that Defendants had concealed or failed to
8 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
9 deception on their own.

10 2888. Defendants actively concealed and suppressed these material facts, in
11 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
12 to avoid costly recalls that would expose them to liability for those expenses and
13 harm the commercial reputations of Defendants and their products. They did so at
14 the expense of Plaintiffs and Class Members.

15 2889. If Defendants had fully and adequately disclosed the Theft Prone
16 Defect to consumers, Plaintiffs and Class Members would have seen such a
17 disclosure.

18 2890. Through their omissions and concealment with respect to the Theft
19 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
20 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
21 otherwise would not have purchased, or pay more for a Class Vehicle than they
22 otherwise would have paid.

23 2891. Had Plaintiffs and Class Members known of the Theft Prone Defect
24 within the Class Vehicles, they would not have purchased the Class Vehicles or
25 would have paid less for them.

26 2892. As a direct and proximate result of Defendants’ omissions, Plaintiffs
27 and other Class Members either overpaid for the Class Vehicles or would not have
28 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to

1 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
2 damages in an amount to be proven at trial.

3 2893. Defendants' acts were done maliciously, oppressively, deliberately,
4 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
5 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
6 an assessment of punitive damages, as permitted by law, in an amount sufficient to
7 deter such conduct in the future, which amount shall be determined according to
8 proof at trial.

9 **d. Maryland Count 4: Unjust Enrichment Against All**
10 **Defendants**

11 2894. Plaintiffs reallege and incorporate by reference all allegations in
12 Sections I-VI as if fully set forth herein.

13 2895. Plaintiffs bring this count under Maryland law, individually and on
14 behalf of the other members of the Hyundai Maryland Class, against HMA and
15 HMC.

16 2896. Plaintiffs bring this count under Maryland law, individually and on
17 behalf of the other members of the Kia Maryland Class, against KA and KC.

18 2897. For purposes of this count, members of the Hyundai Maryland Class
19 and Kia Maryland Class shall be referred to as "Class Members."

20 2898. When they purchased and leased the Class Vehicles, Plaintiffs and
21 Class Members conferred tangible and material economic benefits upon
22 Defendants, who readily accepted and retained these benefits.

23 2899. Plaintiffs and Class Members would not have purchased or leased their
24 Class Vehicles, or would have paid less for them, had they known of the Theft
25 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
26 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
27 and Class Members.
28

1 2900. Defendants appreciated these economic benefits. These benefits were
2 the expected result of Defendants acting in their pecuniary interest at the expense of
3 their customers. They knew of these benefits because they were aware of the Theft
4 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
5 and Class Members regarding the nature and quality of the Class Vehicles while
6 profiting from this deception.

7 2901. It would be unjust, inequitable, and unconscionable for Defendants to
8 retain these benefits, including because they were procured as a result of their
9 wrongful conduct alleged above.

10 2902. Plaintiffs and Class Members are entitled to restitution of the benefits
11 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
12 Class Members to the position they occupied prior to dealing with those
13 Defendants, with such amounts to be determined at trial.

14 2903. Plaintiffs plead this claim separately as well as in the alternative to
15 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
16 for damages are dismissed or judgment is entered on them in favor of Defendants,
17 Plaintiffs will have no adequate legal remedy.

18 **20. Massachusetts**

19 **a. Massachusetts Count 1: Breach of Implied Warranty of**
20 **Merchantability (Mass. Gen. Laws ch. 106, §§ 2-314 and 2A-**
21 **212) Against HMA and KA**

22 2904. Plaintiffs reallege and incorporate by reference all preceding
23 allegations as though fully set forth herein.

24 2905. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai Massachusetts Class, against HMA.

26 2906. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia Massachusetts Class, against KA.
28

1 2907. For purposes of this count, the Hyundai Massachusetts Class Members
2 and Kia Massachusetts Class Members together shall be referred to as “Class
3 Members.”

4 2908. For purposes of this count, HMA and KA together shall be referred to
5 as “Defendants.”

6 2909. A warranty that the Class Vehicles were in merchantable condition and
7 fit for the ordinary purpose for which such goods are used is implied by law
8 pursuant to Mass. Gen. Laws ch. 106, §§ 2-314 and 2A-212.

9 2910. Defendants are and were at all relevant times “merchants” with respect
10 to motor vehicles under Mass. Gen. Laws ch. 106, §§ 2-104(1) and 2A-103(3), and
11 “sellers” of motor vehicles under § 2-103(1)(d).

12 2911. Defendants are and were at all relevant times “lessors” of motor
13 vehicles under Mass. Gen. Laws ch. 106, § 2A-103(1)(p).

14 2912. All Class Members who purchased Class Vehicles in Massachusetts
15 are “buyers” within the meaning of Mass. Gen. Laws ch. 106, § 2-103(1)(a).

16 2913. All Class Members who leased Class Vehicles in Massachusetts are
17 “lessees” within the meaning of Mass. Gen. Laws ch. 106, § 2A-103(1)(n).

18 2914. The Class Vehicles are and were at all relevant times “goods” within
19 the meaning of Mass. Gen. Laws ch. 106, §§ 2-105(1) and 2A-103(1)(h).

20 2915. Defendants knew or had reason to know of the specific use for which
21 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
22 Class Members with an implied warranty that the Class Vehicles and any parts
23 thereof were merchantable and fit for the ordinary purposes for which they were
24 sold. This implied warranty included, among other things, a warranty that the Class
25 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
26 safe and reliable for providing transportation, would not be vulnerable to an
27 abnormally high risk of theft, and complied with applicable federal and state laws
28 and regulations, including FMVSS 114.

1 2916. However, the Class Vehicles did not comply with the implied warranty
2 of merchantability because they were defective and not in merchantable condition,
3 would not pass without objection in the trade, and were not fit for their ordinary
4 purpose of providing reasonably reliable, safe, and secure transportation at the time
5 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
6 Prone Defect, lacking any anti-theft features or design elements to provide an
7 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
8 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
9 vulnerable to theft, making them prime targets to be used as instrumentalities
10 through which thieves engage in reckless driving or other criminal activity.

11 2917. Any attempt by Defendants to disclaim or limit the implied warranty
12 of merchantability for their respective Class Vehicles vis-à-vis consumers is
13 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
14 are unenforceable because Defendants knowingly sold or leased defective Class
15 Vehicles without informing consumers about the Theft Prone Defect. The time
16 limits contained in Defendants' warranty periods were also unconscionable and
17 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
18 and Class Members had no meaningful choice in determining these time
19 limitations, the terms of which unreasonably favored Defendants. A gross disparity
20 in bargaining power existed between Defendants and Plaintiffs and other Class
21 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
22 sale.

23 2918. Furthermore, the circumstances described herein caused Defendants'
24 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
25 Class Members may seek alternative remedies. Indeed, these breaches of warranties
26 have denied Plaintiffs and Class Members the benefit of their respective bargains,
27 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
28 manner without the ever-present risk of them being stolen.

1 2919. Plaintiffs and Class Members have provided Defendants with
2 reasonable notice and opportunity to cure the breaches of their implied warranties
3 by way of the numerous complaints filed against them and the individual notice
4 letters sent by Class Members within a reasonable amount of time after the Theft
5 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
6 2022, Class Members sent notice letters to them.

7 2920. Alternatively, Plaintiffs and the Class Members were excused from
8 providing Defendants with notice and an opportunity to cure the breach, because it
9 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
10 have long known that the Class Vehicles contained the Theft Prone Defect;
11 however, to date, Defendants have not instituted an adequate and meaningful repair
12 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
13 had no reason to believe that Defendants would have adequately repaired the Theft
14 Prone Defect if they presented their Class Vehicles to them for repair.

15 2921. As a direct and proximate result of Defendants' breach of the implied
16 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
17 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
18 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
19 amount to be proven at trial.

20 **b. Massachusetts Count 2: Violation of the Deceptive Acts or**
21 **Practices Prohibited By Massachusetts Law (Mass. Gen.**
Laws ch. 93a, § 1, et seq.) Against All Defendants

22 2922. Plaintiffs reallege and incorporate by reference all preceding
23 allegations as though fully set forth herein.

24 2923. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai Massachusetts Class, against HMA and HMC.

26 2924. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia Massachusetts Class, against KA and KC.
28

1 2925. For purposes of this count, the Hyundai Massachusetts Class Members
2 and Kia Massachusetts Class Members shall be referred to as “Class Members.”

3 2926. Defendants, Plaintiffs, and Class Members are “persons” within the
4 meaning of Mass. Gen. Laws ch. 93A, § 1(a).

5 2927. Defendants were and are engaged in “trade” or “commerce” within the
6 meaning of Mass. Gen. Laws ch. 93A, § 1(b).

7 2928. The Massachusetts consumer protection law (“Massachusetts Act”) prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices
8 in the conduct of any trade or commerce[.]” Mass. Gen. Laws ch. 93A, § 2.

9 2929. In the course of their business, Defendants, through their agents,
10 employees, and/or subsidiaries, violated the Massachusetts Act by knowingly and
11 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
12 material facts regarding the quality, reliability, and safety of the Class Vehicles and
13 the Theft Prone Defect, as detailed above.

14 2930. Defendants had an ongoing duty to the Plaintiffs and Class Members
15 to refrain from unfair or deceptive practices under the Massachusetts Act in the
16 course of their business. Specifically, Defendants owed the Massachusetts Plaintiffs
17 and Class Members a duty to disclose all the material facts concerning the Theft
18 Prone Defect in the Class Vehicles because, as detailed above:

- 19
- 20 a. Defendants had exclusive access to and far superior knowledge about
21 facts regarding the Theft Prone Defect and Defendants knew these
22 facts were not known to or reasonably discoverable by Plaintiffs or
23 Class Members;
- 24 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
25 and Class Members lack the sophisticated expertise in vehicle
26 components that would be necessary to discover the Theft Prone
27 Defect on their own;
- 28 c. Defendants knew that the Theft Prone Defect gave rise to safety

1 concerns for the consumers who use the Class Vehicles, and the Theft
2 Prone Defect would have been a material fact to the Class Members'
3 decisions to buy or lease Class Vehicles; and

4 d. Defendants made incomplete representations about the safety and
5 reliability of the Class Vehicles while purposefully withholding
6 material facts about a known safety defect. In uniform advertising and
7 materials provided with each Class Vehicle, HMA, and KA
8 intentionally concealed, suppressed, and failed to disclose to the
9 consumers that the Class Vehicles contained the Theft Prone Defect.
10 Because they volunteered to provide information about the Class
11 Vehicles that they marketed and offered for sale and lease to
12 consumers, HMA and KA had the duty to disclose the whole truth.

13 2931. As detailed above, the information concerning the Theft Prone Defect
14 was known to Defendants at the time of advertising and selling the Class Vehicles,
15 all of which was intended to induce consumers to purchase the Class Vehicles.

16 2932. By misrepresenting the Class Vehicles as safe and reliable and by
17 failing to disclose and actively concealing the dangers and risk posed by the Theft
18 Prone Defect, Defendants engaged in unfair methods of competition and unfair or
19 deceptive acts or practices prohibited by Mass. Gen. Laws ch. 93A, § 2.

20 2933. Defendants intended for Plaintiffs and Class Members to rely on them
21 to provide adequately designed Class Vehicles, and to honestly and accurately
22 reveal the safety hazards described above.

23 2934. Defendants' unfair methods of competition and unfair or deceptive
24 acts or practices were designed to mislead and create a false impression in
25 consumers that the Class Vehicles had adequate anti-theft protection, and that the
26 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
27 misrepresentations, concealments, omissions, and suppressions of material facts did
28 in fact deceive reasonable consumers, including the Plaintiffs and Class Members,

1 about the true safety and reliability of Class Vehicles, the quality of Class Vehicles,
2 and the true value of Class Vehicles.

3 2935. Defendants' misrepresentations, concealments, omissions, and
4 suppressions of material facts were material regarding the Theft Prone Defect and
5 true characteristics of the Class Vehicles were material to the decisions of Plaintiffs
6 and Class Members to purchase and lease those vehicles, as Defendants intended.
7 Plaintiffs and Class Members were exposed to those misrepresentations,
8 concealments, omissions, and suppressions of material facts, and relied on
9 Defendants' misrepresentations that the Class Vehicles were safe and reliable in
10 deciding to purchase and lease the Class Vehicles.

11 2936. Plaintiffs' and Class Members' reliance was reasonable, as they had no
12 way of discerning that Defendants' representations were false and misleading
13 and/or otherwise learning that the Class Vehicles contained the Theft Prone Defect,
14 as alleged above. Plaintiffs and Class Members did not, and could not, unravel
15 Defendants' deception on their own.

16 2937. Had they known the truth about the Theft Prone Defect, Plaintiffs and
17 Class Members would not have purchased or leased the Class Vehicles, or would
18 have paid significantly less for them.

19 2938. Plaintiffs and Class Members suffered ascertainable losses and actual
20 damages as a direct and proximate result of Defendants' concealment,
21 misrepresentations, and/or failure to disclose material information.

22 2939. Defendants' violations present a continuing risk to Plaintiffs and Class
23 Members, as well as to the general public, because the Class Vehicles remain
24 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
25 complained of herein affect the public interest.

26 2940. On August 18, 2022, and September 12, 2022, Class Members sent
27 Defendants notice of the Theft Prone Defect. Additionally, all Defendants were
28 provided notice of the issues raised in this count and this Complaint by the

1 governmental investigations, the numerous complaints filed against them, internet
2 videos, news reports and the many individual notice letters sent by Plaintiffs within
3 a reasonable amount of time after the allegations of Class Vehicle defects became
4 public. Because Defendants failed to remedy their unlawful conduct, Plaintiffs seek
5 all damages and relief to which Class Members are entitled.

6 2941. Alternatively, providing notice to Defendants and an opportunity to
7 cure the breach prior to filing suit would have been futile. As alleged above,
8 Defendants have long known that the Class Vehicles contained the Theft Prone
9 Defect, however, did nothing to remedy the Theft Prone Defect.

10 2942. Pursuant to Mass. Gen. Laws ch. 93A, § 9, the Plaintiffs and Class
11 Members seek an order enjoining Defendants' unfair methods of competition and
12 unfair or deceptive acts or practices and awarding damages and any other just and
13 proper relief available under the Massachusetts Act.

14 **c. Massachusetts Count 3: Fraud by Omission and**
15 **Concealment Against All Defendants**

16 2943. Plaintiffs reallege and incorporate by reference all preceding
17 allegations as though fully set forth herein.

18 2944. Plaintiffs bring this count individually and on behalf of the other
19 members of the Hyundai Massachusetts Class, against HMA and HMC.

20 2945. Plaintiffs bring this count individually and on behalf of the other
21 members of the Kia Massachusetts Class, against KA and KC.

22 2946. For purposes of this count, the Hyundai Massachusetts Class Members
23 and Kia Massachusetts Class Members shall be referred to as "Class Members."

24 2947. Defendants were aware of the Theft Prone Defect when they marketed
25 and sold the Class Vehicles to Plaintiffs and Class Members.

26 2948. Having been aware of the Theft Prone Defect within the Class
27 Vehicles, and having known that Plaintiffs and Class Members could not have
28 reasonably been expected to know of the Theft Prone Defect, Defendants had a

1 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
2 connection with the sale of the Class Vehicles. Defendants further had a duty to
3 disclose the Theft Prone Defect because:

- 4 a. Defendants had exclusive access to and far superior knowledge about
5 facts regarding the Theft Prone Defect and Defendants knew these
6 facts were not known to or reasonably discoverable by Plaintiffs or
7 Class Members;
- 8 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
9 and Class Members lack the sophisticated expertise in vehicle
10 components that would be necessary to discover the Theft Prone
11 Defect on their own;
- 12 c. Defendants knew that the Theft Prone Defect gave rise to safety
13 concerns for the consumers who use the Class Vehicles, and the Theft
14 Prone Defect would have been a material fact to the Class Members'
15 decisions to buy or lease Class Vehicles; and
- 16 d. Defendants made incomplete representations about the safety and
17 reliability of the Class Vehicles while purposefully withholding
18 material facts about a known safety defect. In uniform advertising and
19 materials provided with each Class Vehicle, HMA, and KA
20 intentionally concealed, suppressed, and failed to disclose to the
21 consumers that the Class Vehicles contained the Theft Prone Defect.
22 Because they volunteered to provide information about the Class
23 Vehicles that they marketed and offered for sale and lease to
24 consumers, HMA and KA had the duty to disclose the whole truth.

25 2949. In breach of their duties, Defendants failed to disclose the Theft Prone
26 Defect to Plaintiffs and Class Members in connection with the sale of the Class
27 Vehicles.
28

1 2950. For the reasons set forth above, the Theft Prone Defect within the
2 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
3 person would find it important in purchasing, leasing, or retaining a new or used
4 motor vehicle and because it directly impacts the value of the Class Vehicles
5 purchased or leased by the Plaintiffs and Class Members.

6 2951. Defendants intended for the Plaintiffs and Class Members to rely on
7 their omissions and concealment—which they did by purchasing and leasing the
8 Class Vehicles at the prices they paid believing that their vehicles would not have a
9 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
10 Vehicles.

11 2952. Plaintiffs and Class Members’ reliance was reasonable, as they had no
12 way of discerning that learning the facts that Defendants had concealed or failed to
13 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
14 deception on their own.

15 2953. Defendants actively concealed and suppressed these material facts, in
16 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
17 to avoid costly recalls that would expose them to liability for those expenses and
18 harm the commercial reputations of Defendants and their products. They did so at
19 the expense of Plaintiffs and Class Members.

20 2954. If Defendants had fully and adequately disclosed the Theft Prone
21 Defect to consumers, Plaintiffs and Class Members would have seen such a
22 disclosure.

23 2955. Through their omissions and concealment with respect to the Theft
24 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
25 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
26 otherwise would not have purchased, or pay more for a Class Vehicle than they
27 otherwise would have paid.

28

1 2956. Had Plaintiffs and Class Members known of the Theft Prone Defect
2 within the Class Vehicles, they would not have purchased the Class Vehicles or
3 would have paid less for them.

4 2957. As a direct and proximate result of Defendants' omissions, Plaintiffs
5 and other Class Members either overpaid for the Class Vehicles or would not have
6 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
7 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
8 damages in an amount to be proven at trial.

9 2958. Defendants' acts were done maliciously, oppressively, deliberately,
10 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
11 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
12 an assessment of punitive damages, as permitted by law, in an amount sufficient to
13 deter such conduct in the future, which amount shall be determined according to
14 proof at trial.

15 **d. Massachusetts Count 4: Unjust Enrichment Against All**
16 **Defendants**

17 2959. Plaintiffs reallege and incorporate by reference all allegations in
18 Sections I-VI as if fully set forth herein.

19 2960. Plaintiffs bring this count under Massachusetts law, individually and
20 on behalf of the other members of the Hyundai Massachusetts Class, against HMA
21 and HMC.

22 2961. Plaintiffs bring this count under Massachusetts law, individually and
23 on behalf of the other members of the Kia Massachusetts Class, against KA and
24 KC.

25 2962. For purposes of this count, members of the Hyundai Massachusetts
26 Class and Kia Massachusetts Class shall be referred to as "Class Members."
27
28

1 2963. When they purchased and leased the Class Vehicles, Plaintiffs and
2 Class Members conferred tangible and material economic benefits upon
3 Defendants, who readily accepted and retained these benefits.

4 2964. Plaintiffs and Class Members would not have purchased or leased their
5 Class Vehicles, or would have paid less for them, had they known of the Theft
6 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
7 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
8 and Class Members.

9 2965. Defendants appreciated these economic benefits. These benefits were
10 the expected result of Defendants acting in their pecuniary interest at the expense of
11 their customers. They knew of these benefits because they were aware of the Theft
12 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
13 and Class Members regarding the nature and quality of the Class Vehicles while
14 profiting from this deception.

15 2966. It would be unjust, inequitable, and unconscionable for Defendants to
16 retain these benefits, including because they were procured as a result of their
17 wrongful conduct alleged above.

18 2967. Plaintiffs and Class Members are entitled to restitution of the benefits
19 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
20 Class Members to the position they occupied prior to dealing with those
21 Defendants, with such amounts to be determined at trial.

22 2968. Plaintiffs plead this claim separately as well as in the alternative to
23 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
24 for damages are dismissed or judgment is entered on them in favor of Defendants,
25 Plaintiffs will have no adequate legal remedy.

1 **21. Michigan**

2 **a. Michigan Count 1: Breach of Implied Warranty of**
3 **Merchantability (Mich. Comp. Laws §§ 440.2314 and**
4 **440.2862) Against HMA and KA**

5 2969. Plaintiffs reallege and incorporate by reference all preceding
6 allegations as though fully set forth herein.

7 2970. Plaintiffs bring this count individually and on behalf of the other
8 members of the Hyundai Michigan Class, against HMA.

9 2971. Plaintiffs bring this count individually and on behalf of the other
10 members of the Kia Michigan Class, against KA.

11 2972. For purposes of this count, the Hyundai Michigan Class Members and
12 Kia Michigan Class Members together shall be referred to as “Class Members.”

13 2973. For purposes of this count, HMA and KA together shall be referred to
14 as “Defendants.”

15 2974. A warranty that the Class Vehicles were in merchantable condition and
16 fit for the ordinary purpose for which such goods are used is implied by law
17 pursuant to Mich. Comp. Laws §§ 440.2314 and 440.2862.

18 2975. Defendants are and were at all relevant times “merchants” with respect
19 to motor vehicles under Mich. Comp. Laws §§ 440.2104(1) and 440.2803(3), and
20 “sellers” of motor vehicles under § 440.2103(1)(c).

21 2976. Defendants are and were at all relevant times “lessors” of motor
22 vehicles under Mich. Comp. Laws § 440.2803(1)(p).

23 2977. All Class Members who purchased Class Vehicles in Michigan are
24 “buyers” within the meaning of Mich. Comp. Laws § 440.2103(1)(a).

25 2978. All Class Members who leased Class Vehicles in Michigan are
26 “lessees” within the meaning of Mich. Comp. Laws § 440.2803(1)(n).

27 2979. The Class Vehicles are and were at all relevant times “goods” within
28 the meaning of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

1 2980. Defendants knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
3 Class Members with an implied warranty that the Class Vehicles and any parts
4 thereof were merchantable and fit for the ordinary purposes for which they were
5 sold. This implied warranty included, among other things, a warranty that the Class
6 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
7 safe and reliable for providing transportation, would not be vulnerable to an
8 abnormally high risk of theft, and complied with applicable federal and state laws
9 and regulations, including FMVSS 114.

10 2981. However, the Class Vehicles did not comply with the implied warranty
11 of merchantability because they were defective and not in merchantable condition,
12 would not pass without objection in the trade, and were not fit for their ordinary
13 purpose of providing reasonably reliable, safe, and secure transportation at the time
14 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
15 Prone Defect, lacking any anti-theft features or design elements to provide an
16 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
17 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
18 vulnerable to theft, making them prime targets to be used as instrumentalities
19 through which thieves engage in reckless driving or other criminal activity.

20 2982. Any attempt by Defendants to disclaim or limit the implied warranty
21 of merchantability for their respective Class Vehicles vis-à-vis consumers is
22 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
23 are unenforceable because Defendants knowingly sold or leased defective Class
24 Vehicles without informing consumers about the Theft Prone Defect. The time
25 limits contained in Defendants' warranty periods were also unconscionable and
26 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
27 and Class Members had no meaningful choice in determining these time
28 limitations, the terms of which unreasonably favored Defendants. A gross disparity

1 in bargaining power existed between Defendants and Plaintiffs and other Class
2 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
3 sale.

4 2983. Furthermore, the circumstances described herein caused Defendants'
5 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
6 Class Members may seek alternative remedies. Indeed, these breaches of warranties
7 have denied Plaintiffs and Class Members the benefit of their respective bargains,
8 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
9 manner without the ever-present risk of them being stolen.

10 2984. Plaintiffs and Class Members have provided Defendants with
11 reasonable notice and opportunity to cure the breaches of their implied warranties
12 by way of the numerous complaints filed against them and the individual notice
13 letters sent by Class Members within a reasonable amount of time after the Theft
14 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
15 2022, Class Members sent notice letters to them.

16 2985. Alternatively, Plaintiffs and the Class Members were excused from
17 providing Defendants with notice and an opportunity to cure the breach, because it
18 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
19 have long known that the Class Vehicles contained the Theft Prone Defect;
20 however, to date, Defendants have not instituted an adequate and meaningful repair
21 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
22 had no reason to believe that Defendants would have adequately repaired the Theft
23 Prone Defect if they presented their Class Vehicles to them for repair.

24 2986. As a direct and proximate result of Defendants' breach of the implied
25 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
26 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
27 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
28 amount to be proven at trial.

b. Michigan Count 2: Violation of the Michigan Consumer Protection Act (Mich. Comp. Laws § 445.901, *et seq.*) Against All Defendants

2987. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

2988. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Michigan Class, against HMA and HMC.

2989. Plaintiffs bring this count individually and on behalf of the other members of the Kia Michigan Class, against KA and KC.

2990. For purposes of this count, the Hyundai Michigan Class Members and Kia Michigan Class Members shall be referred to as “Class Members.”

2991. Defendants, Plaintiffs, and Class Members are “persons” within the meaning of Mich. Comp. Laws § 445.902(1)(d).

2992. Defendants were and are engaged in “trade” or “commerce” within the meaning of Mich. Comp. Laws § 445.902(1)(g).

2993. The Michigan Consumer Protection Act (“Michigan CPA”) prohibits “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce[.]” Mich. Comp. Laws § 445.903(1).

2994. In the course of their business, Defendants, through their agents, employees, and/or subsidiaries, violated the Michigan CPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the quality, reliability, and safety of the Class Vehicles and the Theft Prone Defect, as detailed above.

2995. Defendants had an ongoing duty to Plaintiffs and Class Members to refrain from unfair or deceptive practices under the Michigan CPA in the course of their business. Specifically, Defendants owed Plaintiffs and Class Members a duty to disclose all the material facts concerning the Theft Prone Defect in the Class Vehicles because they possessed exclusive knowledge of and intentionally concealed the Theft Prone Defect from Plaintiffs and Class Members, and they

1 made misrepresentations that were rendered misleading because they were
2 contradicted by withheld facts.

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 2996. As detailed above, the information concerning the Theft Prone Defect
25 was known to Defendants at the time of advertising and selling the Class Vehicles,
26 all of which was intended to induce consumers to purchase the Class Vehicles.

27 2997. By misrepresenting the Class Vehicles as safe and reliable and by
28 failing to disclose and actively concealing the dangers and risk posed by the Theft

1 Prone Defect, Defendants engaged in one or more of the unfair or deceptive
2 business practices prohibited by Mich. Comp. Laws §§ 445.903:

- 3 a. Causing a probability of confusion or misleading as to the approval or
4 certification of the Class Vehicles;
- 5 b. Representing that the Class Vehicles have approval, characteristics,
6 uses, or benefits which they do not have;
- 7 c. Representing that the Class Vehicles are of a particular standard,
8 quality, and grade when they are not;
- 9 d. Advertising the Class Vehicles with the intent not to sell or lease them
10 as advertised;
- 11 e. Failing to reveal a material fact, the omission of which tends to
12 mislead or deceive the consumer, and which fact could not reasonably
13 be known by the consumer; and
- 14 f. Failing to reveal facts that are material to the transaction in light of
15 representations of fact made in a positive manner.

16 Mich. Comp. Laws §§ 445.903(1)(a), (c), (e), (g), (s), and (cc).

17 2998. Defendants intended for Plaintiffs and Class Members to rely on them
18 to provide adequately designed Class Vehicles, and to honestly and accurately
19 reveal the safety hazards described above.

20 2999. Defendants' unfair or deceptive acts or practices were designed to
21 mislead and had a tendency or capacity to mislead and create a false impression in
22 consumers that the Class Vehicles had adequate anti-theft protection, and that the
23 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
24 misrepresentations, concealments, omissions, and suppressions of material facts did
25 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
26 about the true safety and reliability of Class Vehicles, the quality of the Class
27 Vehicles, and the true value of those vehicles.

1 3000. Defendants' misrepresentations, concealments, omissions, and
2 suppressions of material facts regarding the Theft Prone Defect and true
3 characteristics of the Class Vehicles were material to the decisions of Plaintiffs and
4 Class Members, as Defendants intended. Plaintiffs and Class Members were
5 exposed to those misrepresentations, concealments, omissions, and suppressions of
6 material facts, and relied on Defendants' misrepresentations that the Class Vehicles
7 were safe and reliable in deciding to purchase and lease Class Vehicles.

8 3001. Plaintiffs' and Class Members' reliance was reasonable, as they had no
9 way of discerning that Defendants' representations were false and misleading
10 and/or otherwise learning that the Class Vehicles contained the Theft Prone Defect,
11 as alleged above. Plaintiffs and Class Members did not, and could not, unravel
12 Defendants' deception on their own.

13 3002. Had they known the truth about the Theft Prone Defect, Plaintiffs and
14 Class Members would not have purchased or leased the Kia Class Vehicles, or
15 would have paid significantly less for them.

16 3003. Plaintiffs and Class Members suffered ascertainable losses and actual
17 damages as a direct and proximate result of Defendants' concealment,
18 misrepresentations, and failure to disclose material information.

19 3004. Defendants' violations present a continuing risk to Plaintiffs and Class
20 Members, as well as to the general public, because the Class Vehicles remain
21 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
22 complained of herein affect the public interest.

23 3005. Pursuant to Mich. Comp. Laws § 445.911, Plaintiffs and Class
24 Members seek an order enjoining Defendants' unfair or deceptive acts or practices
25 and awarding damages and any other just and proper relief available under the
26 Michigan CPA.

1 **c. Michigan Count 3: Fraud by Omission and Concealment**
2 **Against KC and KA**

3 3006. Plaintiffs reallege and incorporate by reference all preceding
4 allegations as though fully set forth herein.

5 3007. Plaintiffs bring this count individually and on behalf of the other
6 members of the Hyundai Michigan Class, against HMA and HMC.

7 3008. Plaintiffs bring this count individually and on behalf of the other
8 members of the Kia Michigan Class, against KA and KC.

9 3009. For purposes of this count, the Hyundai Michigan Class Members and
10 Kia Michigan Class Members shall be referred to as “Class Members.”

11 3010. Defendants were aware of the Theft Prone Defect when they marketed
12 and sold the Class Vehicles to Plaintiffs and Class Members.

13 3011. Having been aware of the Theft Prone Defect within the Class
14 Vehicles, and having known that Plaintiffs and Class Members could not have
15 reasonably been expected to know of the Theft Prone Defect, Defendants had a
16 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
17 connection with the sale of the Class Vehicles. Defendants further had a duty to
18 disclose the Theft Prone Defect because:

- 19 a. Defendants had exclusive access to and far superior knowledge about
20 facts regarding the Theft Prone Defect and Defendants knew these
21 facts were not known to or reasonably discoverable by Plaintiffs or
22 Class Members;
23 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
24 and Class Members lack the sophisticated expertise in vehicle
25 components that would be necessary to discover the Theft Prone
26 Defect on their own;
27 c. Defendants knew that the Theft Prone Defect gave rise to safety
28 concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members'
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 3012. In breach of their duties, Defendants failed to disclose the Theft Prone
13 Defect to Plaintiffs and Class Members in connection with the sale of the Class
14 Vehicles.

15 3013. For the reasons set forth above, the Theft Prone Defect within the
16 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
17 person would find it important in purchasing, leasing, or retaining a new or used
18 motor vehicle and because it directly impacts the value of the Class Vehicles
19 purchased or leased by the Plaintiffs and Class Members.

20 3014. Defendants intended for the Plaintiffs and Class Members to rely on
21 their omissions and concealment—which they did by purchasing and leasing the
22 Class Vehicles at the prices they paid believing that their vehicles would not have a
23 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
24 Vehicles.

25 3015. Plaintiffs and Class Members' reliance was reasonable, as they had no
26 way of discerning that learning the facts that Defendants had concealed or failed to
27 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
28 deception on their own.

1 3016. Defendants actively concealed and suppressed these material facts, in
2 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
3 to avoid costly recalls that would expose them to liability for those expenses and
4 harm the commercial reputations of Defendants and their products. They did so at
5 the expense of Plaintiffs and Class Members.

6 3017. If Defendants had fully and adequately disclosed the Theft Prone
7 Defect to consumers, Plaintiffs and Class Members would have seen such a
8 disclosure.

9 3018. Through their omissions and concealment with respect to the Theft
10 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
11 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
12 otherwise would not have purchased, or pay more for a Class Vehicle than they
13 otherwise would have paid.

14 3019. Had Plaintiffs and Class Members known of the Theft Prone Defect
15 within the Class Vehicles, they would not have purchased the Class Vehicles or
16 would have paid less for them.

17 3020. As a direct and proximate result of Defendants' omissions, Plaintiffs
18 and other Class Members either overpaid for the Class Vehicles or would not have
19 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
20 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
21 damages in an amount to be proven at trial.

22 3021. Defendants' acts were done maliciously, oppressively, deliberately,
23 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
24 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
25 an assessment of punitive damages, as permitted by law, in an amount sufficient to
26 deter such conduct in the future, which amount shall be determined according to
27 proof at trial.
28

d. Michigan Count 4: Unjust Enrichment Against All Defendants

3022. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

3023. Plaintiffs bring this count under Michigan law, individually and on behalf of the other members of the Hyundai Michigan Class, against HMA and HMC.

3024. Plaintiffs bring this count under Michigan law, individually and on behalf of the other members of the Kia Michigan Class, against KA and KC.

3025. For purposes of this count, members of the Hyundai Michigan Class and Kia Michigan Class shall be referred to as “Class Members.”

3026. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

3027. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

3028. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

3029. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

1 3030. Plaintiffs and Class Members are entitled to restitution of the benefits
2 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
3 Class Members to the position they occupied prior to dealing with those
4 Defendants, with such amounts to be determined at trial.

5 3031. Plaintiffs plead this claim separately as well as in the alternative to
6 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
7 for damages are dismissed or judgment is entered on them in favor of Defendants,
8 Plaintiffs will have no adequate legal remedy.

9 **22. Minnesota**

10 **a. Minnesota Count 1: Breach of Implied Warranty of**
11 **Merchantability (Minn. Stat. §§ 336.2-314 and 336.2A-212)**
12 **Against HMA and KA**

13 3032. Plaintiffs reallege and incorporate by reference all preceding
14 allegations as though fully set forth herein.

15 3033. Plaintiffs bring this count individually and on behalf of the other
16 members of the Hyundai Minnesota Class, against HMA.

17 3034. Plaintiffs bring this count individually and on behalf of the other
18 members of the Kia Minnesota Class, against KA.

19 3035. For purposes of this count, the Hyundai Minnesota Class Members and
20 Kia Minnesota Class Members together shall be referred to as "Class Members."

21 3036. For purposes of this count, HMA and KA together shall be referred to
22 as "Defendants."

23 3037. A warranty that the Class Vehicles were in merchantable condition and
24 fit for the ordinary purpose for which such goods are used is implied by law
25 pursuant to Minn. Stat. §§ 336.2-314 and 336.2A-212.

26 3038. Defendants are and were at all relevant times "merchants" with respect
27 to motor vehicles under Minn. Stat. §§ 336.2-104(1) and 336.2A-103(3), and
28 "sellers" of motor vehicles under § 336.2-103(1)(d).

1 3039. With respect to leases, Defendants are and were at all relevant times
2 “lessors” of motor vehicles under Minn. Stat. § 336.2A-103(1)(p).

3 3040. All Class Members who purchased Class Vehicles in Minnesota are
4 “buyers” within the meaning of Minn. Stat. § 336.2-103(1)(a),

5 3041. All Class Members who leased Class Vehicles in Minnesota are
6 “lessees” within the meaning of Minn. Stat. § 336.2A-103(1)(n).

7 3042. The Class Vehicles are and were at all relevant times “goods” within
8 the meaning of Minn. Stat. §§ 336.2-105(1) and 336.2A-103(1)(h).

9 3043. Defendants knew or had reason to know of the specific use for which
10 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
11 Class Members with an implied warranty that the Class Vehicles and any parts
12 thereof were merchantable and fit for the ordinary purposes for which they were
13 sold. This implied warranty included, among other things, a warranty that the Class
14 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
15 safe and reliable for providing transportation, would not be vulnerable to an
16 abnormally high risk of theft, and complied with applicable federal and state laws
17 and regulations, including FMVSS 114.

18 3044. However, the Class Vehicles did not comply with the implied warranty
19 of merchantability because they were defective and not in merchantable condition,
20 would not pass without objection in the trade, and were not fit for their ordinary
21 purpose of providing reasonably reliable, safe, and secure transportation at the time
22 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
23 Prone Defect, lacking any anti-theft features or design elements to provide an
24 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
25 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
26 vulnerable to theft, making them prime targets to be used as instrumentalities
27 through which thieves engage in reckless driving or other criminal activity.
28

1 3045. Any attempt by Defendants to disclaim or limit the implied warranty
2 of merchantability for their respective Class Vehicles vis-à-vis consumers is
3 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
4 are unenforceable because Defendants knowingly sold or leased defective Class
5 Vehicles without informing consumers about the Theft Prone Defect. The time
6 limits contained in Defendants' warranty periods were also unconscionable and
7 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
8 and Class Members had no meaningful choice in determining these time
9 limitations, the terms of which unreasonably favored Defendants. A gross disparity
10 in bargaining power existed between Defendants and Plaintiffs and other Class
11 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
12 sale.

13 3046. Furthermore, the circumstances described herein caused Defendants'
14 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
15 Class Members may seek alternative remedies. Indeed, these breaches of warranties
16 have denied Plaintiffs and Class Members the benefit of their respective bargains,
17 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
18 manner without the ever-present risk of them being stolen.

19 3047. Plaintiffs and Class Members have provided Defendants with
20 reasonable notice and opportunity to cure the breaches of their implied warranties
21 by way of the numerous complaints filed against them and the individual notice
22 letters sent by Class Members within a reasonable amount of time after the Theft
23 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
24 2022, Class Members sent notice letters to them.

25 3048. Alternatively, Plaintiffs and the Class Members were excused from
26 providing Defendants with notice and an opportunity to cure the breach, because it
27 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
28 have long known that the Class Vehicles contained the Theft Prone Defect;

1 however, to date, Defendants have not instituted an adequate and meaningful repair
2 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
3 had no reason to believe that Defendants would have adequately repaired the Theft
4 Prone Defect if they presented their Class Vehicles to them for repair.

5 3049. As a direct and proximate result of Defendants' breach of the implied
6 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
7 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
8 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
9 amount to be proven at trial.

10 **b. Minnesota Count 2: Violation of the Minnesota Prevention**
11 **of Consumer Fraud Act (Minn. Stat. § 325F.68, *et seq.* and**
12 **Minn. Stat. § 8.31, subd. 3a) Against All Defendants**

13 3050. Plaintiffs reallege and incorporate by reference all preceding
14 allegations as though fully set forth herein.

15 3051. Plaintiffs bring this count individually and on behalf of the other
16 members of the Hyundai Minnesota Class, against HMA and HMC.

17 3052. Plaintiffs bring this count individually and on behalf of the other
18 members of the Kia Minnesota Class, against KA and KC.

19 3053. For purposes of this count, the Hyundai Minnesota Class Members and
20 Kia Minnesota Class Members together shall be referred to as "Class Members."

21 3054. Defendants, Plaintiffs, and the Class Members are "persons" within the
22 meaning of Minn. Stat. § 325F.68(3).

23 3055. The Class Vehicles are "merchandise" within the meaning of Minn.
24 Stat. § 325F.68(2).

25 3056. The Minnesota Prevention of Consumer Fraud Act ("Minnesota
26 CFA") prohibits "act, use, or employment by any person of any fraud, false
27 pretense, false promise, misrepresentation, misleading statement or deceptive
28 practice, with the intent that others rely thereon in connection with the sale of any

1 merchandise, whether or not any person has in fact been misled, deceived, or
2 damaged[.]” Minn. Stat. § 325F.69(1).

3 3057. In the course of their business, Defendants, through their agents,
4 employees, and/or subsidiaries, violated the California FAL by knowingly and
5 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
6 material facts regarding the quality, reliability, and safety of the Class Vehicles and
7 the Theft Prone Defect, as detailed above.

8 3058. Defendants had an ongoing duty to Plaintiffs and Class Members to
9 refrain from unfair or deceptive practices under the Minnesota CFA in the course of
10 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
11 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
12 Vehicles because, as detailed above:

- 13 a. Defendants had exclusive access to and far superior knowledge about
14 facts regarding the Theft Prone Defect and Defendants knew these
15 facts were not known to or reasonably discoverable by Plaintiffs or
16 Class Members;
- 17 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
18 and Class Members lack the sophisticated expertise in vehicle
19 components that would be necessary to discover the Theft Prone
20 Defect on their own;
- 21 c. Defendants knew that the Theft Prone Defect gave rise to safety
22 concerns for the consumers who use the Class Vehicles, and the Theft
23 Prone Defect would have been a material fact to the Class Members’
24 decisions to buy or lease Class Vehicles; and
- 25 d. Defendants made incomplete representations about the safety and
26 reliability of the Class Vehicles while purposefully withholding
27 material facts about a known safety defect. In uniform advertising and
28 materials provided with each Class Vehicle, HMA, and KA

1 intentionally concealed, suppressed, and failed to disclose to the
2 consumers that the Class Vehicles contained the Theft Prone Defect.
3 Because they volunteered to provide information about the Class
4 Vehicles that they marketed and offered for sale and lease to
5 consumers, HMA and KA had the duty to disclose the whole truth.

6 3059. As detailed above, the information concerning the Theft Prone Defect
7 was known to Defendants at the time of advertising and selling the Class Vehicles,
8 all of which was intended to induce consumers to purchase the Class Vehicles.

9 3060. By misrepresenting the Class Vehicles as safe and reliable and free
10 from defects, and by failing to disclose and actively concealing the dangers and risk
11 posed by the Theft Prone Defect to both consumers and NHTSA, Defendants
12 engaged in unfair or deceptive business practices prohibited by Minn. Stat.
13 § 325F.69, including use, or employment by any person of any fraud, false
14 pretense, false promise, misrepresentation, misleading statement or deceptive
15 practice, with the intent that others rely thereon in connection with the sale of any
16 merchandise.

17 3061. Defendants intended for Plaintiffs and Class Members to rely on them
18 to provide adequately designed Class Vehicles, and to honestly and accurately
19 reveal the safety hazards described above.

20 3062. Defendants' unfair or deceptive acts or practices were designed to
21 mislead and had a tendency or capacity to mislead and create a false impression in
22 consumers that the Class Vehicles had adequate anti-theft protection, and that the
23 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
24 misrepresentations, concealments, omissions, and suppressions of material facts did
25 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
26 about the true safety and reliability of Class Vehicles, the quality of the Class
27 Vehicles, and the true value of the Class Vehicles.

1 3063. Defendants' misrepresentations, omissions, and concealment of
2 material facts regarding the Theft Prone Defect and true characteristics of the Class
3 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
4 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
5 were exposed to those misrepresentations, concealments, omissions, and
6 suppressions of material facts, and relied on Defendants' misrepresentations that the
7 Class Vehicles were safe and reliable in deciding to purchase and lease Class
8 Vehicles.

9 3064. Plaintiffs' and Class Members' reliance was reasonable, as they had no
10 way of discerning Defendants' representations were false and misleading, or
11 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
12 alleged above. Plaintiffs and Class Members did not, and could not, unravel
13 Defendants' deception on their own.

14 3065. Had they known the truth about the Theft Prone Defect, Plaintiffs and
15 Class Members would not have purchased or leased the Class Vehicles, or would
16 have paid significantly less for them.

17 3066. Plaintiffs and Class Members suffered ascertainable losses and actual
18 damages as a direct and proximate result of Defendants' concealment,
19 misrepresentations, and/or failure to disclose material information.

20 3067. Defendants' violations present a continuing risk to Plaintiffs and Class
21 Members, as well as to the general public, because the Class Vehicles remain
22 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
23 complained of herein affect the public interest.

24 3068. Pursuant to Minn. Stat. §§ 8.31(3a) and 549.20(1)(a), Plaintiffs and
25 Class Members seek an order enjoining Defendants' unfair or deceptive acts or
26 practices and awarding damages and any other just and proper relief available under
27 the Minnesota CFA.
28

1 **c. Minnesota Count 3: Violation of the Minnesota Uniform**
2 **Deceptive Trade Practices Act (Minn. Stat. § All Defendants**

3 3069. Plaintiffs reallege and incorporate by reference all allegations in
4 Sections I-VI above as though fully set forth herein.

5 3070. Plaintiffs bring this count individually and on behalf of the other
6 members of the Hyundai Minnesota Class, against HMA and HMC.

7 3071. Plaintiffs bring this count individually and on behalf of the other
8 members of the Kia Minnesota Class, against KA and KC.

9 3072. For purposes of this count, the Hyundai Minnesota Class Members and
10 Kia Minnesota Class Members together shall be referred to as “Class Members.”

11 3073. The Minnesota Deceptive Trade Practices Act (“Minnesota DTPA”)
12 prohibits deceptive trade practices in the course of a business, vocation, or
13 occupation. Minn. Stat. § 325D.44, Subd. 1.

14 3074. In the course of their business, Defendants, through their agents,
15 employees, and/or subsidiaries, violated the Minnesota DTPA by knowingly and
16 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
17 material facts regarding the quality, reliability, and safety of the Class Vehicles and
18 the Theft Prone Defect, as detailed above.

19 3075. Defendants had an ongoing duty to Plaintiffs and Class Members to
20 refrain from unfair or deceptive practices under the Minnesota DTPA in the course
21 of their business. Specifically, Defendants owed the Plaintiffs and Class Members a
22 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
23 Vehicles because, as detailed above:

24 a. Defendants had exclusive access to and far superior knowledge about
25 facts regarding the Theft Prone Defect and Defendants knew these
26 facts were not known to or reasonably discoverable by Plaintiffs or
27 Class Members;

28 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs

1 and Class Members lack the sophisticated expertise in vehicle
2 components that would be necessary to discover the Theft Prone
3 Defect on their own;

4 c. Defendants knew that the Theft Prone Defect gave rise to safety
5 concerns for the consumers who use the Class Vehicles, and the Theft
6 Prone Defect would have been a material fact to the Class Members'
7 decisions to buy or lease Class Vehicles; and

8 d. Defendants made incomplete representations about the safety and
9 reliability of the Class Vehicles while purposefully withholding
10 material facts about a known safety defect. In uniform advertising and
11 materials provided with each Class Vehicle, HMA, and KA
12 intentionally concealed, suppressed, and failed to disclose to the
13 consumers that the Class Vehicles contained the Theft Prone Defect.
14 Because they volunteered to provide information about the Class
15 Vehicles that they marketed and offered for sale and lease to
16 consumers, HMA and KA had the duty to disclose the whole truth.

17 3076. As detailed above, the information concerning the Theft Prone Defect
18 was known to Defendants at the time of advertising and selling the Class Vehicles,
19 all of which was intended to induce consumers to purchase the Class Vehicles.

20 3077. By misrepresenting the Class Vehicles as safe and reliable and free
21 from defects, and by failing to disclose and actively concealing the dangers and risk
22 posed by the Theft Prone Defect to both consumers and NHTSA, Defendants
23 engaged in one or more of the following unfair or deceptive business practices
24 prohibited by Minn. Stat. § 325D.44, Subd. 1:

25 a. Causing likelihood of confusion or misunderstanding as the approval
26 or certification of the Class Vehicles;

27 b. Representing that the Class Vehicles have characteristics, uses, and
28 benefits which they do not have;

- 1 c. Representing that the Class Vehicles are of a particular standard,
- 2 quality, and grade when they are not;
- 3 d. Advertising the Class Vehicles with the intent not to sell or lease them
- 4 as advertised; and
- 5 e. Engaging in any other conduct which similarly creates a likelihood of
- 6 confusion or of misunderstanding.

7 Minn. Stat. §§ 325D.44, Subd. 1(1) (5), (7), (9), and (13).

8 3078. Defendants intended for Plaintiffs and Class Members to rely on them
9 to provide adequately designed Class Vehicles, and to honestly and accurately
10 reveal the safety hazards described above.

11 3079. Defendants' unfair or deceptive acts or practices were designed to
12 mislead and had a tendency or capacity to mislead and create a false impression in
13 consumers that the Class Vehicles had adequate anti-theft protection, and that the
14 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
15 misrepresentations, concealments, omissions, and suppressions of material facts did
16 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
17 about the true safety and reliability of Class Vehicles, the quality of the Class
18 Vehicles, and the true value of the Class Vehicles.

19 3080. Defendants' misrepresentations, omissions, and concealment of
20 material facts regarding the Theft Prone Defect and true characteristics of the Class
21 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
22 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
23 were exposed to those misrepresentations, concealments, omissions, and
24 suppressions of material facts, and relied on Defendants' misrepresentations that the
25 Class Vehicles were safe and reliable in deciding to purchase and lease Class
26 Vehicles.

27 3081. Plaintiffs' and Class Members' reliance was reasonable, as they had no
28 way of discerning Defendants' representations were false and misleading, or

1 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
2 alleged above. Plaintiffs and Class Members did not, and could not, unravel
3 Defendants' deception on their own.

4 3082. Had they known the truth about the Theft Prone Defect, Plaintiffs and
5 Class Members would not have purchased or leased the Class Vehicles, or would
6 have paid significantly less for them.

7 3083. Plaintiffs and Class Members suffered ascertainable losses and actual
8 damages as a direct and proximate result of Defendants' concealment,
9 misrepresentations, and/or failure to disclose material information.

10 3084. Defendants' violations present a continuing risk to Plaintiffs and Class
11 Members, as well as to the general public, because the Class Vehicles remain
12 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
13 complained of herein affect the public interest.

14 3085. Pursuant to Minn. Stat. §§ 8.31(3a), 325D.45, and 549.20(1)(a),
15 Plaintiffs and Class Members seek an order enjoining Defendants' unfair or
16 deceptive acts or practices and any other just and proper relief available under the
17 Minnesota CFA.

18 **d. Minnesota Count 4: Fraud by Omission and Concealment**
19 **Against All Defendants**

20 3086. Plaintiffs reallege and incorporate by reference all preceding
21 allegations as though fully set forth herein.

22 3087. Plaintiffs bring this count individually and on behalf of the other
23 members of the Hyundai Minnesota Class, against HMA and HMC.

24 3088. Plaintiffs bring this count individually and on behalf of the other
25 members of the Kia Minnesota Class, against KA and KC.

26 3089. For purposes of this count, the Hyundai Minnesota Class Members and
27 Kia Minnesota Class Members shall be referred to as "Class Members."
28

1 3090. Defendants were aware of the Theft Prone Defect when they marketed
2 and sold the Class Vehicles to Plaintiffs and Class Members.

3 3091. Having been aware of the Theft Prone Defect within the Class
4 Vehicles, and having known that Plaintiffs and Class Members could not have
5 reasonably been expected to know of the Theft Prone Defect, Defendants had a
6 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
7 connection with the sale of the Class Vehicles. Defendants further had a duty to
8 disclose the Theft Prone Defect because:

- 9 a. Defendants had exclusive access to and far superior knowledge about
10 facts regarding the Theft Prone Defect and Defendants knew these
11 facts were not known to or reasonably discoverable by Plaintiffs or
12 Class Members;
- 13 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
14 and Class Members lack the sophisticated expertise in vehicle
15 components that would be necessary to discover the Theft Prone
16 Defect on their own;
- 17 c. Defendants knew that the Theft Prone Defect gave rise to safety
18 concerns for the consumers who use the Class Vehicles, and the Theft
19 Prone Defect would have been a material fact to the Class Members'
20 decisions to buy or lease Class Vehicles; and
- 21 d. Defendants made incomplete representations about the safety and
22 reliability of the Class Vehicles while purposefully withholding
23 material facts about a known safety defect. In uniform advertising and
24 materials provided with each Class Vehicle, HMA, and KA
25 intentionally concealed, suppressed, and failed to disclose to the
26 consumers that the Class Vehicles contained the Theft Prone Defect.
27 Because they volunteered to provide information about the Class
28 Vehicles that they marketed and offered for sale and lease to

1 consumers, HMA and KA had the duty to disclose the whole truth.

2 3092. In breach of their duties, Defendants failed to disclose the Theft Prone
3 Defect to Plaintiffs and Class Members in connection with the sale of the Class
4 Vehicles.

5 3093. For the reasons set forth above, the Theft Prone Defect within the
6 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
7 person would find it important in purchasing, leasing, or retaining a new or used
8 motor vehicle and because it directly impacts the value of the Class Vehicles
9 purchased or leased by the Plaintiffs and Class Members.

10 3094. Defendants intended for the Plaintiffs and Class Members to rely on
11 their omissions and concealment—which they did by purchasing and leasing the
12 Class Vehicles at the prices they paid believing that their vehicles would not have a
13 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
14 Vehicles.

15 3095. Plaintiffs and Class Members' reliance was reasonable, as they had no
16 way of discerning that learning the facts that Defendants had concealed or failed to
17 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
18 deception on their own.

19 3096. Defendants actively concealed and suppressed these material facts, in
20 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
21 to avoid costly recalls that would expose them to liability for those expenses and
22 harm the commercial reputations of Defendants and their products. They did so at
23 the expense of Plaintiffs and Class Members.

24 3097. If Defendants had fully and adequately disclosed the Theft Prone
25 Defect to consumers, Plaintiffs and Class Members would have seen such a
26 disclosure.

27 3098. Through their omissions and concealment with respect to the Theft
28 Prone Defect within the Class Vehicles, Defendants intended to induce, and did

1 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
2 otherwise would not have purchased, or pay more for a Class Vehicle than they
3 otherwise would have paid.

4 3099. Had Plaintiffs and Class Members known of the Theft Prone Defect
5 within the Class Vehicles, they would not have purchased the Class Vehicles or
6 would have paid less for them.

7 3100. As a direct and proximate result of Defendants' omissions, Plaintiffs
8 and other Class Members either overpaid for the Class Vehicles or would not have
9 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
10 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
11 damages in an amount to be proven at trial.

12 3101. Defendants' acts were done maliciously, oppressively, deliberately,
13 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
14 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
15 an assessment of punitive damages, as permitted by law, in an amount sufficient to
16 deter such conduct in the future, which amount shall be determined according to
17 proof at trial.

18 **e. Minnesota Count 5: Unjust Enrichment Against All**
19 **Defendants**

20 3102. Plaintiffs reallege and incorporate by reference all allegations in
21 Sections I-VI as if fully set forth herein.

22 3103. Plaintiffs bring this count under Minnesota law, individually and on
23 behalf of the other members of the Hyundai Minnesota Class, against HMA and
24 HMC.

25 3104. Plaintiffs bring this count under Minnesota law, individually and on
26 behalf of the other members of the Kia Minnesota Class, against KA and KC.

27 3105. For purposes of this count, members of the Hyundai Minnesota Class
28 and Kia Minnesota Class shall be referred to as "Class Members."

1 3106. When they purchased and leased the Class Vehicles, Plaintiffs and
2 Class Members conferred tangible and material economic benefits upon
3 Defendants, who readily accepted and retained these benefits.

4 3107. Plaintiffs and Class Members would not have purchased or leased their
5 Class Vehicles, or would have paid less for them, had they known of the Theft
6 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
7 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
8 and Class Members.

9 3108. Defendants appreciated these economic benefits. These benefits were
10 the expected result of Defendants acting in their pecuniary interest at the expense of
11 their customers. They knew of these benefits because they were aware of the Theft
12 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
13 and Class Members regarding the nature and quality of the Class Vehicles while
14 profiting from this deception.

15 3109. It would be unjust, inequitable, and unconscionable for Defendants to
16 retain these benefits, including because they were procured as a result of their
17 wrongful conduct alleged above.

18 3110. Plaintiffs and Class Members are entitled to restitution of the benefits
19 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
20 Class Members to the position they occupied prior to dealing with those
21 Defendants, with such amounts to be determined at trial.

22 3111. Plaintiffs plead this claim separately as well as in the alternative to
23 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
24 for damages are dismissed or judgment is entered on them in favor of Defendants,
25 Plaintiffs will have no adequate legal remedy.

1 **23. Mississippi**

2 **a. Mississippi Count 1: Breach of Implied Warranty (Miss.**
3 **Code §§ 75-2-314 and 75-2A-212) Against HMA, and KA**

4 3112. Plaintiffs reallege and incorporate by reference all preceding
5 allegations as though fully set forth herein.

6 3113. Plaintiffs bring this count individually and on behalf of the other
7 members of the Hyundai Mississippi Class, against HMA.

8 3114. Plaintiffs bring this count individually and on behalf of the other
9 members of the Kia Mississippi Class, against KA.

10 3115. For purposes of this count, the Hyundai Mississippi Class Members
11 and Kia Mississippi Class Members shall be referred to as “Class Members.”

12 3116. For purposes of this count, HMA and KA shall be referred to as
13 “Defendants.”

14 3117. Defendants were at all relevant times “merchants” with respect to
15 motor vehicles under Miss. Code § 75-2-104(1) and “sellers” of motor vehicles
16 under § 75-2-103(1)(d).

17 3118. With respect to leases, Defendants are and were at all relevant times
18 “lessors” of motor vehicles under Miss. Code § 75-2A-103(1)(p).

19 3119. The Class Vehicles are and were at all relevant times “goods” within
20 the meaning of Miss. Code §§ 75-2-105(1) and 75-2A-103(1)(h).

21 3120. A warranty that the Class Vehicles were in merchantable condition and
22 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
23 to Miss. Code §§ 75-2- 314 and 75-2A-212.

24 3121. Defendants knew or had reason to know of the specific use for which
25 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
26 Class Members with an implied warranty that the Class Vehicles and any parts
27 thereof were merchantable and fit for the ordinary purposes for which they were
28 sold. This implied warranty included, among other things, a warranty that the Class

1 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
2 safe and reliable for providing transportation, would not be vulnerable to an
3 abnormally high risk of theft, and complied with applicable federal and state laws
4 and regulations, including FMVSS 114.

5 3122. However, the Class Vehicles did not comply with the implied warranty
6 of merchantability because they were defective and not in merchantable condition,
7 would not pass without objection in the trade, and were not fit for their ordinary
8 purpose of providing reasonably reliable, safe, and secure transportation at the time
9 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
10 Prone Defect, lacking any anti-theft features or design elements to provide an
11 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
12 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
13 vulnerable to theft, making them prime targets to be used as instrumentalities
14 through which thieves engage in reckless driving or other criminal activity.

15 3123. Any attempt by Defendants to disclaim or limit the implied warranty
16 of merchantability for their respective Class Vehicles vis-à-vis consumers is
17 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
18 are unenforceable because Defendants knowingly sold or leased defective Class
19 Vehicles without informing consumers about the Theft Prone Defect. The time
20 limits contained in Defendants' warranty periods were also unconscionable and
21 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
22 and Class Members had no meaningful choice in determining these time
23 limitations, the terms of which unreasonably favored Defendants. A gross disparity
24 in bargaining power existed between Defendants and Plaintiffs and other Class
25 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
26 sale.

27 3124. Furthermore, the circumstances described herein caused Defendants'
28 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and

1 Class Members may seek alternative remedies. Indeed, these breaches of warranties
2 have denied Plaintiffs and Class Members the benefit of their respective bargains,
3 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
4 manner without the ever-present risk of them being stolen.

5 3125. Plaintiffs and Class Members have provided Defendants with
6 reasonable notice and opportunity to cure the breaches of their implied warranties
7 by way of the numerous complaints filed against them and the individual notice
8 letters sent by Class Members within a reasonable amount of time after the Theft
9 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
10 2022, Class Members sent notice letters to them.

11 3126. Alternatively, Plaintiffs and the Class Members were excused from
12 providing Defendants with notice and an opportunity to cure the breach, because it
13 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
14 have long known that the Class Vehicles contained the Theft Prone Defect;
15 however, to date, Defendants have not instituted an adequate and meaningful repair
16 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
17 had no reason to believe that Defendants would have adequately repaired the Theft
18 Prone Defect if they presented their Class Vehicles to them for repair.

19 3127. As a direct and proximate result of Defendants' breach of the implied
20 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
21 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
22 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
23 amount to be proven at trial.

24 **b. Mississippi Count 2: Violation of the Mississippi Consumer**
25 **Protection Act (Miss. Code. Ann. § 75-24-1, et seq.) Against**
26 **All Defendants**

27 3128. Plaintiffs reallege and incorporate by reference all preceding
28 allegations as though fully set forth herein.

1 3129. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai Mississippi Class, against HMA and HMC.

3 3130. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia Mississippi Class, against KA and KC.

5 3131. For purposes of this count, the Hyundai Mississippi Class Members
6 and Kia Mississippi Class Members shall be referred to as “Class Members.”

7 3132. Defendants, Plaintiffs and Class Members are “persons” within the
8 meaning of Miss. Code Ann. § 75-24-3(a).

9 3133. Defendants are engaged in “trade” and “commerce” within the
10 meaning of Miss. Code Ann. § 75-24-3(b).

11 3134. The Mississippi Consumer Protection Act (“Miss. CPA”) states that
12 “[u]nfair methods of competition affecting commerce and unfair or deceptive trade
13 practices in or affecting commerce are prohibited.” Miss. Code Ann. § 75-24-5(1).

14 3135. In the course of their business, Defendants through their agents,
15 employees, and/or subsidiaries, violated the Miss. CPA by knowingly and
16 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
17 material facts regarding the quality, reliability, and safety of the Class Vehicles and
18 the Theft Prone Defect, as detailed above.

19 3136. Defendants had an ongoing duty to the Plaintiffs and Class Members
20 to refrain from unfair or deceptive practices under the Miss. CPA in the course of
21 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
22 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
23 Vehicles because, as detailed above:

24 a. Defendants had exclusive access to and far superior knowledge about
25 facts regarding the Theft Prone Defect and Defendants knew these
26 facts were not known to or reasonably discoverable by Plaintiffs or
27 Class Members;

28 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs

1 and Class Members lack the sophisticated expertise in vehicle
2 components that would be necessary to discover the Theft Prone
3 Defect on their own;

4 c. Defendants knew that the Theft Prone Defect gave rise to safety
5 concerns for the consumers who use the Class Vehicles, and the Theft
6 Prone Defect would have been a material fact to the Class Members'
7 decisions to buy or lease Class Vehicles; and

8 d. Defendants made incomplete representations about the safety and
9 reliability of the Class Vehicles while purposefully withholding
10 material facts about a known safety defect. In uniform advertising and
11 materials provided with each Class Vehicle, HMA, and KA
12 intentionally concealed, suppressed, and failed to disclose to the
13 consumers that the Class Vehicles contained the Theft Prone Defect.
14 Because they volunteered to provide information about the Class
15 Vehicles that they marketed and offered for sale and lease to
16 consumers, HMA and KA had the duty to disclose the whole truth.

17 3137. As detailed above, the information concerning the Theft Prone Defect
18 was known to Defendants at the time of advertising and selling the Class Vehicles,
19 all of which was intended to induce consumers to purchase the Class Vehicles.

20 3138. By misrepresenting the Class Vehicles as safe and reliable and free
21 from defects, and by failing to disclose and actively concealing the dangers and risk
22 posed by the Theft Prone Defect, Defendants engaged in one or more of the
23 following unfair or deceptive business practices prohibited by Miss. Code Ann.
24 § 75-24-5:

- 25 a. Misrepresenting the approval or certification of the Class Vehicles;
26 b. Representing that the Class Vehicles have approval, characteristics,
27 uses, or benefits that they do not have;
28 c. Representing that the Class Vehicles are of a particular standard,

1 quality, and grade when they are not; and

2 d. Advertising the Class Vehicles with the intent not to sell or lease them
3 as advertised.

4 Miss. Code Ann. § 75-24-5(2)(b), (e), (g), and (i).

5 3139. Defendants intended for Plaintiffs and Class Members to rely on them
6 to provide adequately designed Class Vehicles, and to honestly and accurately
7 reveal the safety hazards described above.

8 3140. Defendants' unfair or deceptive acts or practices were designed to
9 mislead and had a tendency or capacity to mislead and create a false impression in
10 consumers that the Class Vehicles had adequate anti-theft protection, and that the
11 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
12 misrepresentations, concealments, omissions, and suppressions of material facts did
13 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
14 about the true safety and reliability of Class Vehicles, the quality of the Class
15 Vehicles, and the true value of the Class Vehicles.

16 3141. Defendants' misrepresentations, omissions, and concealment of
17 material facts regarding the Theft Prone Defect and true characteristics of the Class
18 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
19 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
20 were exposed to those misrepresentations, concealments, omissions, and
21 suppressions of material facts, and relied on Defendants' misrepresentations that the
22 Class Vehicles were safe and reliable in deciding to purchase and lease Class
23 Vehicles.

24 3142. Plaintiffs' and Class Members' reliance was reasonable, as they had no
25 way of discerning Defendants' representations were false and misleading, or
26 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
27 alleged above. Plaintiffs and Class Members did not, and could not, unravel
28 Defendants' deception on their own.

1 3143. Had they known the truth about the Theft Prone Defect, Plaintiffs and
2 Class Members would not have purchased or leased the Class Vehicles, or would
3 have paid significantly less for them.

4 3144. Plaintiffs and Class Members suffered ascertainable losses and actual
5 damages as a direct and proximate result of Defendants' concealment,
6 misrepresentations, and/or failure to disclose material information.

7 3145. Defendants' violations present a continuing risk to Plaintiffs and Class
8 Members, as well as to the general public, because the Class Vehicles remain
9 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
10 complained of herein affect the public interest.

11 3146. On August 18, 2022, and September 12, 2022, Class Members sent
12 Defendants notice of the Theft Prone Defect. Additionally, all Defendants were
13 provided notice of the issues raised in this count and this Complaint by the
14 governmental investigations, the numerous complaints filed against them, internet
15 videos, news reports, and the many individual notice letters sent by Plaintiffs within
16 a reasonable amount of time after the allegations of Class Vehicle defects became
17 public. Because Defendants failed to remedy their unlawful conduct within the
18 requisite time period, Plaintiffs seek all damages and relief to which Class Members
19 are entitled.

20 3147. Alternatively, providing notice to Defendants and an opportunity to
21 cure the breach prior to filing suit would have been futile. As alleged above,
22 Defendants have long known that the Class Vehicles contained the Theft Prone
23 Defect, however, did nothing to remedy the Theft Prone Defect.

24 3148. Pursuant to Miss Code Ann. §§ 75-24-9, -11, and -15, Plaintiffs and
25 Class Members seek an order enjoining Defendants' unfair or deceptive acts or
26 practices and awarding damages and any other just and proper relief available under
27 the Miss. CPA, including but not limited to, restitution under Miss. Code Ann.
28 § 75-24-11.

1 **c. Mississippi Count 3: Fraud by Omission and Concealment**
2 **Against All Defendants**

3 3149. Plaintiffs reallege and incorporate by reference all preceding
4 allegations as though fully set forth herein.

5 3150. Plaintiffs bring this count individually and on behalf of the other
6 members of the Hyundai Mississippi Class, against HMA and HMC.

7 3151. Plaintiffs bring this count individually and on behalf of the other
8 members of the Kia Mississippi Class, against KA and KC.

9 3152. For purposes of this count, the Hyundai Mississippi Class Members
10 and Kia Mississippi Class Members shall be referred to as “Class Members.”

11 3153. Defendants were aware of the Theft Prone Defect when they marketed
12 and sold the Class Vehicles to Plaintiffs and Class Members.

13 3154. Having been aware of the Theft Prone Defect within the Class
14 Vehicles, and having known that Plaintiffs and Class Members could not have
15 reasonably been expected to know of the Theft Prone Defect, Defendants had a
16 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
17 connection with the sale of the Class Vehicles. Defendants further had a duty to
18 disclose the Theft Prone Defect because:

- 19 a. Defendants had exclusive access to and far superior knowledge about
20 facts regarding the Theft Prone Defect and Defendants knew these
21 facts were not known to or reasonably discoverable by Plaintiffs or
22 Class Members;
23 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
24 and Class Members lack the sophisticated expertise in vehicle
25 components that would be necessary to discover the Theft Prone
26 Defect on their own;
27 c. Defendants knew that the Theft Prone Defect gave rise to safety
28 concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members’
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 3155. In breach of their duties, Defendants failed to disclose the Theft Prone
13 Defect to Plaintiffs and Class Members in connection with the sale of the Class
14 Vehicles.

15 3156. For the reasons set forth above, the Theft Prone Defect within the
16 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
17 person would find it important in purchasing, leasing, or retaining a new or used
18 motor vehicle and because it directly impacts the value of the Class Vehicles
19 purchased or leased by the Plaintiffs and Class Members.

20 3157. Defendants intended for the Plaintiffs and Class Members to rely on
21 their omissions and concealment—which they did by purchasing and leasing the
22 Class Vehicles at the prices they paid believing that their vehicles would not have a
23 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
24 Vehicles.

25 3158. Plaintiffs and Class Members’ reliance was reasonable, as they had no
26 way of discerning that learning the facts that Defendants had concealed or failed to
27 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
28 deception on their own.

1 3159. Defendants actively concealed and suppressed these material facts, in
2 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
3 to avoid costly recalls that would expose them to liability for those expenses and
4 harm the commercial reputations of Defendants and their products. They did so at
5 the expense of Plaintiffs and Class Members.

6 3160. If Defendants had fully and adequately disclosed the Theft Prone
7 Defect to consumers, Plaintiffs and Class Members would have seen such a
8 disclosure.

9 3161. Through their omissions and concealment with respect to the Theft
10 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
11 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
12 otherwise would not have purchased, or pay more for a Class Vehicle than they
13 otherwise would have paid.

14 3162. Had Plaintiffs and Class Members known of the Theft Prone Defect
15 within the Class Vehicles, they would not have purchased the Class Vehicles or
16 would have paid less for them.

17 3163. As a direct and proximate result of Defendants' omissions, Plaintiffs
18 and other Class Members either overpaid for the Class Vehicles or would not have
19 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
20 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
21 damages in an amount to be proven at trial.

22 3164. Defendants' acts were done maliciously, oppressively, deliberately,
23 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
24 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
25 an assessment of punitive damages, as permitted by law, in an amount sufficient to
26 deter such conduct in the future, which amount shall be determined according to
27 proof at trial.
28

d. Mississippi Count 4: Unjust Enrichment Against All Defendants

3165. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

3166. Plaintiffs bring this count under Mississippi law, individually and on behalf of the other members of the Hyundai Mississippi Class, against HMA and HMC.

3167. Plaintiffs bring this count under Mississippi law, individually and on behalf of the other members of the Kia Mississippi Class, against KA and KC.

3168. For purposes of this count, members of the Hyundai Mississippi Class and Kia Mississippi Class shall be referred to as “Class Members.”

3169. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

3170. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

3171. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

3172. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

1 3173. Plaintiffs and Class Members are entitled to restitution of the benefits
2 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
3 Class Members to the position they occupied prior to dealing with those
4 Defendants, with such amounts to be determined at trial.

5 3174. Plaintiffs plead this claim separately as well as in the alternative to
6 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
7 for damages are dismissed or judgment is entered on them in favor of Defendants,
8 Plaintiffs will have no adequate legal remedy.

9 **24. Missouri**

10 **a. Missouri Count 1: Breach of Implied Warranty of**
11 **Merchantability (Mo. Rev. Stat. §§ 400.2-314 and 400.2A-**
12 **212) Against HMA and KA**

13 3175. Plaintiffs reallege and incorporate by reference all preceding
14 allegations as though fully set forth herein.

15 3176. Plaintiffs bring this count individually and on behalf of the other
16 members of the Hyundai Missouri Class, against HMA.

17 3177. Plaintiffs bring this count individually and on behalf of the other
18 members of the Kia Missouri Class, against KA.

19 3178. For purposes of this count, the Hyundai Missouri Class Members and
20 Kia Missouri Class Members shall be referred to as "Class Members."

21 3179. For purposes of this count, HMA and KA shall be referred to as
22 "Defendants."

23 3180. A warranty that the Class Vehicles were in merchantable condition and
24 fit for the ordinary purpose for which such goods are used is implied by law
25 pursuant to Mo. Rev. Stat. §§ 400.2-314 and 400.2A-212.

26 3181. Defendants are and were at all relevant times "merchants" with respect
27 to motor vehicles under Mo. Rev. Stat. §§ 400.2-104(1) and 400.2A-103(3), and
28 "sellers" of motor vehicles under § 400.2-103(1)(d).

1 3182. With respect to leases, Defendants are and were at all relevant times
2 “lessors” of motor vehicles under Mo. Rev. Stat. § 400.2A-103(1)(p).

3 3183. Class Members who purchased Class Vehicles in Missouri are
4 “buyers” within the meaning of Mo. Rev. Stat. § 400.2-103(1)(a).

5 3184. Class Members who leased Class Vehicles in Missouri are “lessees”
6 within the meaning of Mo. Rev. Stat. § 400.2A-103(1)(n).

7 3185. The Class Vehicles are and were at all relevant times “goods” within
8 the meaning of Mo. Rev. Stat. §§ 400.2-105(1) and 400.2A-103(1)(h).

9 3186. Defendants knew or had reason to know of the specific use for which
10 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
11 Class Members with an implied warranty that the Class Vehicles and any parts
12 thereof were merchantable and fit for the ordinary purposes for which they were
13 sold. This implied warranty included, among other things, a warranty that the Class
14 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
15 safe and reliable for providing transportation, would not be vulnerable to an
16 abnormally high risk of theft, and complied with applicable federal and state laws
17 and regulations, including FMVSS 114.

18 3187. However, the Class Vehicles did not comply with the implied warranty
19 of merchantability because they were defective and not in merchantable condition,
20 would not pass without objection in the trade, and were not fit for their ordinary
21 purpose of providing reasonably reliable, safe, and secure transportation at the time
22 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
23 Prone Defect, lacking any anti-theft features or design elements to provide an
24 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
25 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
26 vulnerable to theft, making them prime targets to be used as instrumentalities
27 through which thieves engage in reckless driving or other criminal activity.
28

1 3188. Any attempt by Defendants to disclaim or limit the implied warranty
2 of merchantability for their respective Class Vehicles vis-à-vis consumers is
3 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
4 are unenforceable because Defendants knowingly sold or leased defective Class
5 Vehicles without informing consumers about the Theft Prone Defect. The time
6 limits contained in Defendants' warranty periods were also unconscionable and
7 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
8 and Class Members had no meaningful choice in determining these time
9 limitations, the terms of which unreasonably favored Defendants. A gross disparity
10 in bargaining power existed between Defendants and Plaintiffs and other Class
11 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
12 sale.

13 3189. Furthermore, the circumstances described herein caused Defendants'
14 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
15 Class Members may seek alternative remedies. Indeed, these breaches of warranties
16 have denied Plaintiffs and Class Members the benefit of their respective bargains,
17 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
18 manner without the ever-present risk of them being stolen.

19 3190. Plaintiffs and Class Members have provided Defendants with
20 reasonable notice and opportunity to cure the breaches of their implied warranties
21 by way of the numerous complaints filed against them and the individual notice
22 letters sent by Class Members within a reasonable amount of time after the Theft
23 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
24 2022, Class Members sent notice letters to them.

25 3191. Alternatively, Plaintiffs and the Class Members were excused from
26 providing Defendants with notice and an opportunity to cure the breach, because it
27 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
28 have long known that the Class Vehicles contained the Theft Prone Defect;

1 however, to date, Defendants have not instituted an adequate and meaningful repair
2 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
3 had no reason to believe that Defendants would have adequately repaired the Theft
4 Prone Defect if they presented their Class Vehicles to them for repair.

5 3192. As a direct and proximate result of Defendants' breach of the implied
6 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
7 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
8 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
9 amount to be proven at trial.

10 **b. Missouri Count 2: Violation of the Missouri Merchandising**
11 **Practices Act (Mo. Rev. Stat. § 407.010, et seq.) Against All**
12 **Defendants**

13 3193. Plaintiffs reallege and incorporate by reference all preceding
14 allegations as though fully set forth herein.

15 3194. Plaintiffs bring this count individually and on behalf of the other
16 members of the Hyundai Missouri Class, against HMA and HMC.

17 3195. Plaintiffs bring this count individually and on behalf of the other
18 members of the Kia Missouri Class, against KA and KC.

19 3196. For purposes of this count, the Hyundai Missouri Class Members and
20 Kia Missouri Class Members shall be referred to as "Class Members."

21 3197. Defendants, Plaintiffs, and Class Members are "persons" within the
22 meaning of Mo. Rev. Stat. § 407.010(5).

23 3198. Defendants were and are engaged in "trade or commerce" within the
24 meaning of Mo. Rev. Stat. § 407.010(7).

25 3199. The Class Vehicles are "merchandise" within the meaning of Mo. Rev.
26 Sta. § 407.010(4). The sale or lease of the Class Vehicles is a "sale" within the
27 meaning of Mo. Rev. Stat. § 407.010(6).

28 3200. The Missouri Merchandising Practices Act ("Missouri MPA") states
that "[t]he act, use or employment by any person of any deception, fraud, false

1 pretense, false promise, misrepresentation, unfair practice or the concealment,
2 suppression, or omission of any material fact in connection with the sale or
3 advertisement of any merchandise in trade or commerce . . . is declared to be an
4 unlawful practice.” Mo. Rev. Stat. § 407.020(1).

5 3201. In the course of their business, Defendants, through their agents,
6 employees, and/or subsidiaries, violated the Missouri MPA by knowingly and
7 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
8 material facts regarding the quality, reliability, and safety of the Class Vehicles and
9 the Theft Prone Defect, as detailed above.

10 3202. Defendants had an ongoing duty to Plaintiffs and Class Members to
11 refrain from unfair or deceptive practices under the Missouri MPA in the course of
12 their business. Specifically, Defendants owed Plaintiffs and Class Members a duty
13 to disclose all the material facts concerning the Theft Prone Defect in the Class
14 Vehicles because, as detailed above:

- 15 a. Defendants had exclusive access to and far superior knowledge about
16 facts regarding the Theft Prone Defect and Defendants knew these
17 facts were not known to or reasonably discoverable by Plaintiffs or
18 Class Members;
- 19 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
20 and Class Members lack the sophisticated expertise in vehicle
21 components that would be necessary to discover the Theft Prone
22 Defect on their own;
- 23 c. Defendants knew that the Theft Prone Defect gave rise to safety
24 concerns for the consumers who use the Class Vehicles, and the Theft
25 Prone Defect would have been a material fact to the Class Members’
26 decisions to buy or lease Class Vehicles; and
- 27 d. Defendants made incomplete representations about the safety and
28 reliability of the Class Vehicles while purposefully withholding

1 material facts about a known safety defect. In uniform advertising and
2 materials provided with each Class Vehicle, HMA and KA
3 intentionally concealed, suppressed, and failed to disclose to the
4 consumers that the Class Vehicles contained the Theft Prone Defect.
5 Because they volunteered to provide information about the Class
6 Vehicles that they marketed and offered for sale and lease to
7 consumers, HMA and KA had the duty to disclose the whole truth.

8 3203. As detailed above, the information concerning the Theft Prone Defect
9 was known to Defendants at the time of advertising and selling the Class Vehicles,
10 all of which was intended to induce consumers to purchase the Class Vehicles.

11 3204. By misrepresenting the Class Vehicles as safe and reliable and by
12 failing to disclose and actively concealing the dangers and risk posed by the Theft
13 Prone Defect, Defendants engaged in one or more of the following unfair or
14 deceptive business practices prohibited by Mo. Rev. Stat. § 407.020(1): using or
15 employing deception, fraud, false pretense, false promise or misrepresentation,
16 unfair practice or the concealment, suppression or omission of a material fact with
17 intent that others rely upon such concealment, suppression or omission, in
18 connection with the sale or advertisement of the Class Vehicles in trade or
19 commerce.

20 3205. Defendants intended for Plaintiffs and Class Members to rely on them
21 to provide adequately designed Class Vehicles, and to honestly and accurately
22 reveal the safety hazards described above.

23 3206. Defendants' unfair or deceptive acts or practices were designed to
24 mislead and had a tendency or capacity to mislead and create a false impression in
25 consumers that the Class Vehicles had adequate anti-theft protection, and that the
26 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
27 misrepresentations, concealments, omissions, and suppressions of material facts did
28 in fact deceive reasonable consumers, including Plaintiffs and State Class

1 Members, about the true safety and reliability of Class Vehicles, the quality of the
2 Class Vehicles, and the true value of the Class Vehicles.

3 3207. Defendants' misrepresentations, omissions, and concealment of
4 material facts regarding the Theft Prone Defect and true characteristics of the Class
5 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
6 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
7 were exposed to those misrepresentations, concealments, omissions, and
8 suppressions of material facts, and relied on Defendants' misrepresentations that the
9 Class Vehicles were safe and reliable in deciding to purchase and lease Kia Class
10 Vehicles.

11 3208. Plaintiffs' and Class Members' reliance was reasonable, as they had no
12 way of discerning that Defendants' representations were false and misleading, or
13 otherwise learning the facts that Defendants had concealed or failed to disclose.
14 Plaintiffs and Class Members did not, and could not, unravel Defendants' deception
15 on their own.

16 3209. Had Class Members known the truth about the Theft Prone Defect,
17 Plaintiffs and Class Members would not have purchased or leased the Class
18 Vehicles, or would have paid significantly less for them.

19 3210. Plaintiffs and Class Members suffered ascertainable losses and actual
20 damages as a direct and proximate result of Defendants' concealment,
21 misrepresentations, and/or failure to disclose material information.

22 3211. Defendants' violations present a continuing risk to Plaintiffs and Class
23 Members, as well as to the general public, because the Class Vehicles remain
24 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
25 complained of herein affect the public interest.

26 3212. Pursuant to Mo. Rev. Stat. § 407.025, Plaintiffs and Class Members
27 seek an order enjoining Defendants' unfair or deceptive acts or practices and
28

1 awarding damages, punitive damages and any other just and proper relief available
2 under the Missouri MPA.

3 **c. Missouri Count 3: Fraud by Omission and Concealment**
4 **Against All Defendants**

5 3213. Plaintiffs reallege and incorporate by reference all preceding
6 allegations as though fully set forth herein.

7 3214. Plaintiffs bring this count individually and on behalf of the other
8 members of the Hyundai Missouri Class, against HMA and HMC.

9 3215. Plaintiffs bring this count individually and on behalf of the other
10 members of the Kia Missouri Class, against KA and KC.

11 3216. For purposes of this count, the Hyundai Missouri Class Members and
12 Kia Missouri Class Members shall be referred to as “Class Members.”

13 3217. Defendants were aware of the Theft Prone Defect when they marketed
14 and sold the Class Vehicles to Plaintiffs and Class Members.

15 3218. Having been aware of the Theft Prone Defect within the Class
16 Vehicles, and having known that Plaintiffs and Class Members could not have
17 reasonably been expected to know of the Theft Prone Defect, Defendants had a
18 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
19 connection with the sale of the Class Vehicles. Defendants further had a duty to
20 disclose the Theft Prone Defect because:

- 21 a. Defendants had exclusive access to and far superior knowledge about
22 facts regarding the Theft Prone Defect and Defendants knew these
23 facts were not known to or reasonably discoverable by Plaintiffs or
24 Class Members;
- 25 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
26 and Class Members lack the sophisticated expertise in vehicle
27 components that would be necessary to discover the Theft Prone
28 Defect on their own;

- 1 c. Defendants knew that the Theft Prone Defect gave rise to safety
2 concerns for the consumers who use the Class Vehicles, and the Theft
3 Prone Defect would have been a material fact to the Class Members'
4 decisions to buy or lease Class Vehicles; and
- 5 d. Defendants made incomplete representations about the safety and
6 reliability of the Class Vehicles while purposefully withholding
7 material facts about a known safety defect. In uniform advertising and
8 materials provided with each Class Vehicle, HMA, and KA
9 intentionally concealed, suppressed, and failed to disclose to the
10 consumers that the Class Vehicles contained the Theft Prone Defect.
11 Because they volunteered to provide information about the Class
12 Vehicles that they marketed and offered for sale and lease to
13 consumers, HMA and KA had the duty to disclose the whole truth.

14 3219. In breach of their duties, Defendants failed to disclose the Theft Prone
15 Defect to Plaintiffs and Class Members in connection with the sale of the Class
16 Vehicles.

17 3220. For the reasons set forth above, the Theft Prone Defect within the
18 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
19 person would find it important in purchasing, leasing, or retaining a new or used
20 motor vehicle and because it directly impacts the value of the Class Vehicles
21 purchased or leased by the Plaintiffs and Class Members.

22 3221. Defendants intended for the Plaintiffs and Class Members to rely on
23 their omissions and concealment—which they did by purchasing and leasing the
24 Class Vehicles at the prices they paid believing that their vehicles would not have a
25 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
26 Vehicles.

27 3222. Plaintiffs and Class Members' reliance was reasonable, as they had no
28 way of discerning that learning the facts that Defendants had concealed or failed to

1 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
2 deception on their own.

3 3223. Defendants actively concealed and suppressed these material facts, in
4 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
5 to avoid costly recalls that would expose them to liability for those expenses and
6 harm the commercial reputations of Defendants and their products. They did so at
7 the expense of Plaintiffs and Class Members.

8 3224. If Defendants had fully and adequately disclosed the Theft Prone
9 Defect to consumers, Plaintiffs and Class Members would have seen such a
10 disclosure.

11 3225. Through their omissions and concealment with respect to the Theft
12 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
13 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
14 otherwise would not have purchased, or pay more for a Class Vehicle than they
15 otherwise would have paid.

16 3226. Had Plaintiffs and Class Members known of the Theft Prone Defect
17 within the Class Vehicles, they would not have purchased the Class Vehicles or
18 would have paid less for them.

19 3227. As a direct and proximate result of Defendants' omissions, Plaintiffs
20 and other Class Members either overpaid for the Class Vehicles or would not have
21 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
22 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
23 damages in an amount to be proven at trial.

24 3228. Defendants' acts were done maliciously, oppressively, deliberately,
25 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
26 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
27 an assessment of punitive damages, as permitted by law, in an amount sufficient to
28

1 deter such conduct in the future, which amount shall be determined according to
2 proof at trial.

3 **d. Missouri Count 4: Unjust Enrichment Against All**
4 **Defendants**

5 3229. Plaintiffs reallege and incorporate by reference all allegations in
6 Sections I-VI as if fully set forth herein.

7 3230. Plaintiffs bring this count under Missouri law, individually and on
8 behalf of the other members of the Hyundai Missouri Class, against HMA and
9 HMC.

10 3231. Plaintiffs bring this count under Missouri law, individually and on
11 behalf of the other members of the Kia Missouri Class, against KA and KC.

12 3232. For purposes of this count, members of the Hyundai Missouri Class
13 and Kia Missouri Class shall be referred to as “Class Members.”

14 3233. When they purchased and leased the Class Vehicles, Plaintiffs and
15 Class Members conferred tangible and material economic benefits upon
16 Defendants, who readily accepted and retained these benefits.

17 3234. Plaintiffs and Class Members would not have purchased or leased their
18 Class Vehicles, or would have paid less for them, had they known of the Theft
19 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
20 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
21 and Class Members.

22 3235. Defendants appreciated these economic benefits. These benefits were
23 the expected result of Defendants acting in their pecuniary interest at the expense of
24 their customers. They knew of these benefits because they were aware of the Theft
25 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
26 and Class Members regarding the nature and quality of the Class Vehicles while
27 profiting from this deception.
28

1 3236. It would be unjust, inequitable, and unconscionable for Defendants to
2 retain these benefits, including because they were procured as a result of their
3 wrongful conduct alleged above.

4 3237. Plaintiffs and Class Members are entitled to restitution of the benefits
5 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
6 Class Members to the position they occupied prior to dealing with those
7 Defendants, with such amounts to be determined at trial.

8 3238. Plaintiffs plead this claim separately as well as in the alternative to
9 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
10 for damages are dismissed or judgment is entered on them in favor of Defendants,
11 Plaintiffs will have no adequate legal remedy.

12 **25. Montana**

13 **a. Montana Count 1: Breach of Implied Warranty (Mont. Code §§ 30-2-314 and 30-2A-212) Against HMA and KA**

14 3239. Plaintiffs reallege and incorporate by reference all preceding
15 allegations as though fully set forth herein.

16 3240. Plaintiffs bring this count individually and on behalf of the other
17 members of the Hyundai Montana Class, against HMA.

18 3241. Plaintiffs bring this count individually and on behalf of the other
19 members of the Kia Montana Class, against KA.

20 3242. For purposes of this count, Hyundai Montana Class Members and Kia
21 Montana Class Members shall be referred to as "Class Members."

22 3243. For purposes of this count, HMA and KA shall be referred to as
23 "Defendants."

24 3244. Defendants were at all relevant times "merchants" with respect to
25 motor vehicles under Mont. Code § 30-2-104(1) and "sellers" of motor vehicles
26 under § 30-2-103(1)(d).
27
28

1 3245. With respect to leases, Defendants are and were at all relevant times
2 “lessors” of motor vehicles under Mont. Code § 30-2A-103(1)(p).

3 3246. The Class Vehicles are and were at all relevant times “goods” within
4 the meaning of Mont. Code §§ 30-2-105(1) and 30-2A-103(1)(h).5. 904.

5 3247. A warranty that the Class Vehicles were in merchantable condition and
6 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
7 to Mont. Code §§ 30-2- 314 and 30-2A-212.

8 3248. Defendants knew or had reason to know of the specific use for which
9 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
10 Class Members with an implied warranty that the Class Vehicles and any parts
11 thereof were merchantable and fit for the ordinary purposes for which they were
12 sold. This implied warranty included, among other things, a warranty that the Class
13 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
14 safe and reliable for providing transportation, would not be vulnerable to an
15 abnormally high risk of theft, and complied with applicable federal and state laws
16 and regulations, including FMVSS 114.

17 3249. However, the Class Vehicles did not comply with the implied warranty
18 of merchantability because they were defective and not in merchantable condition,
19 would not pass without objection in the trade, and were not fit for their ordinary
20 purpose of providing reasonably reliable, safe, and secure transportation at the time
21 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
22 Prone Defect, lacking any anti-theft features or design elements to provide an
23 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
24 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
25 vulnerable to theft, making them prime targets to be used as instrumentalities
26 through which thieves engage in reckless driving or other criminal activity.

27 3250. Any attempt by Defendants to disclaim or limit the implied warranty
28 of merchantability for their respective Class Vehicles vis-à-vis consumers is

1 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
2 are unenforceable because Defendants knowingly sold or leased defective Class
3 Vehicles without informing consumers about the Theft Prone Defect. The time
4 limits contained in Defendants' warranty periods were also unconscionable and
5 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
6 and Class Members had no meaningful choice in determining these time
7 limitations, the terms of which unreasonably favored Defendants. A gross disparity
8 in bargaining power existed between Defendants and Plaintiffs and other Class
9 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
10 sale.

11 3251. Furthermore, the circumstances described herein caused Defendants'
12 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
13 Class Members may seek alternative remedies. Indeed, these breaches of warranties
14 have denied Plaintiffs and Class Members the benefit of their respective bargains,
15 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
16 manner without the ever-present risk of them being stolen.

17 3252. Plaintiffs and Class Members have provided Defendants with
18 reasonable notice and opportunity to cure the breaches of their implied warranties
19 by way of the numerous complaints filed against them and the individual notice
20 letters sent by Class Members within a reasonable amount of time after the Theft
21 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
22 2022, Class Members sent notice letters to them.

23 3253. Alternatively, Plaintiffs and the Class Members were excused from
24 providing Defendants with notice and an opportunity to cure the breach, because it
25 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
26 have long known that the Class Vehicles contained the Theft Prone Defect;
27 however, to date, Defendants have not instituted an adequate and meaningful repair
28 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members

1 had no reason to believe that Defendants would have adequately repaired the Theft
2 Prone Defect if they presented their Class Vehicles to them for repair.

3 3254. As a direct and proximate result of Defendants' breach of the implied
4 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
5 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
6 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
7 amount to be proven at trial.

8 **b. Montana Count 2: Violation of the Montana Unfair Trade**
9 **Practices and Consumer Protection Act of 1973 (Mont. Code**
10 **Ann. § 30-14-101, *et seq.*) Against All Defendants**

11 3255. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 3256. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Montana Class, against HMA and HMC.

15 3257. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Montana Class, against KA and KC.

17 3258. For purposes of this count, Hyundai Montana Class Members and Kia
18 Montana Class Members shall be referred to as "Class Members."

19 3259. Defendants, Plaintiffs, and the Class Members are "persons" within the
20 meaning of Mont. Code Ann. § 30-14-102(6).

21 3260. Plaintiffs and Class Members are "consumers" within the meaning of
22 Mont. Code Ann. § 30-14-102(1).

23 3261. Defendants are engaged in "trade" or "commerce" within the meaning
24 of Mont. Code Ann. § 30-14-102(8).

25 3262. The Montana Unfair Trade practices and Consumer Protection Act
26 ("Montana CPA") states that "unfair methods of competition and unfair or
27 deceptive acts or practices in the conduct of any trade or commerce are unlawful."
28 Mont. Code Ann. § 30-14-103.

1 3263. In the course of their business, Defendants, through their agents,
2 employees, and/or subsidiaries, violated the Montana CPA by knowingly and
3 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
4 material facts regarding the quality, reliability, and safety of the Class Vehicles and
5 the Theft Prone Defect, as detailed above.

6 3264. Defendants had an ongoing duty to the Plaintiffs and Class Members
7 to refrain from unfair or deceptive practices under the Montana CPA in the course
8 of their business. Specifically, Defendants owed the Plaintiffs and Class Members a
9 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
10 Vehicles because, as detailed above:

- 11 a. Defendants had exclusive access to and far superior knowledge about
12 facts regarding the Theft Prone Defect and Defendants knew these
13 facts were not known to or reasonably discoverable by Plaintiffs or
14 Class Members;
- 15 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
16 and Class Members lack the sophisticated expertise in vehicle
17 components that would be necessary to discover the Theft Prone
18 Defect on their own;
- 19 c. Defendants knew that the Theft Prone Defect gave rise to safety
20 concerns for the consumers who use the Class Vehicles, and the Theft
21 Prone Defect would have been a material fact to the Class Members'
22 decisions to buy or lease Class Vehicles; and
- 23 d. Defendants made incomplete representations about the safety and
24 reliability of the Class Vehicles while purposefully withholding
25 material facts about a known safety defect. In uniform advertising and
26 materials provided with each Class Vehicle, HMA and KA
27 intentionally concealed, suppressed, and failed to disclose to the
28 consumers that the Class Vehicles contained the Theft Prone Defect.

1 Because they volunteered to provide information about the Class
2 Vehicles that they marketed and offered for sale and lease to
3 consumers, HMA and KA had the duty to disclose the whole truth.

4 3265. As detailed above, the information concerning the Theft Prone Defect
5 was known to Defendants at the time of advertising and selling the Class Vehicles,
6 all of which was intended to induce consumers to purchase the Class Vehicles.

7 3266. By misrepresenting the Class Vehicles as safe and reliable and free
8 from defects, and by failing to disclose and actively concealing the dangers and risk
9 posed by the Theft Prone Defect, Defendants engaged unfair methods of
10 competition and/or unfair or deceptive acts or practices in the conduct of any trade
11 or commerce in violation of Mont. Code Ann. § 30-14-103.

12 3267. Defendants intended for Plaintiffs and Class Members to rely on them
13 to provide adequately designed Class Vehicles, and to honestly and accurately
14 reveal the safety hazards described above.

15 3268. Defendants' unfair and deceptive acts or practices were designed to
16 mislead and had a tendency or capacity to mislead and create a false impression in
17 consumers that the Class Vehicles had adequate anti-theft protection, and that the
18 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
19 misrepresentations, concealments, omissions, and suppressions of material facts did
20 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
21 about the true safety and reliability of Class Vehicles, the quality of the Class
22 Vehicles, and the true value of the Class Vehicles.

23 3269. Defendants' misrepresentations, omissions, and concealment of
24 material facts regarding the Theft Prone Defect and true characteristics of the Class
25 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
26 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
27 were exposed to those misrepresentations, concealments, omissions, and
28 suppressions of material facts, and relied on Defendants' misrepresentations that the

1 Class Vehicles were safe and reliable in deciding to purchase and lease Class
2 Vehicles.

3 3270. Plaintiffs' and Class Members' reliance was reasonable, as they had no
4 way of discerning that Defendants' representations were false and misleading, or
5 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
6 alleged above. Plaintiff and Class Members did not, and could not, unravel
7 Defendants' deception on their own.

8 3271. Had Plaintiffs and Class Members known the truth about the Theft
9 Prone Defect, Plaintiffs and Class Members would not have purchased or leased the
10 Class Vehicles, or would have paid significantly less for them.

11 3272. Plaintiffs and Class Members suffered ascertainable losses and actual
12 damages as a direct and proximate result of Defendants' concealment,
13 misrepresentations, and/or failure to disclose material information.

14 3273. Defendants' violations present a continuing risk to Plaintiff and Class
15 Members, as well as to the general public, because the Class Vehicles remain
16 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
17 complained of herein affect the public interest.

18 3274. Pursuant to Mont. Code Ann. §30-14-133, Plaintiffs and Class
19 Members seek an order enjoining Defendants' unfair and/or deceptive acts or
20 practices, and awarding damages, treble damages, and any other just and proper
21 relief available under the Montana CPA.

22 **c. Montana Count 3: Fraud by Omission and Concealment**
23 **Against All Defendants**

24 3275. Plaintiffs reallege and incorporate by reference all preceding
25 allegations as though fully set forth herein.

26 3276. Plaintiffs bring this count individually and on behalf of the other
27 members of the Hyundai Montana Class, against HMA and HMC.
28

1 3277. Plaintiffs bring this count individually and on behalf of the other
2 members of the Kia Montana Class, against KA and KC.

3 3278. For purposes of this count, the Hyundai Montana Class Members and
4 Kia Montana Class Members shall be referred to as “Class Members.”

5 3279. Defendants were aware of the Theft Prone Defect when they marketed
6 and sold the Class Vehicles to Plaintiffs and Class Members.

7 3280. Having been aware of the Theft Prone Defect within the Class
8 Vehicles, and having known that Plaintiffs and Class Members could not have
9 reasonably been expected to know of the Theft Prone Defect, Defendants had a
10 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
11 connection with the sale of the Class Vehicles. Defendants further had a duty to
12 disclose the Theft Prone Defect because:

- 13 a. Defendants had exclusive access to and far superior knowledge about
14 facts regarding the Theft Prone Defect and Defendants knew these
15 facts were not known to or reasonably discoverable by Plaintiffs or
16 Class Members;
- 17 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
18 and Class Members lack the sophisticated expertise in vehicle
19 components that would be necessary to discover the Theft Prone
20 Defect on their own;
- 21 c. Defendants knew that the Theft Prone Defect gave rise to safety
22 concerns for the consumers who use the Class Vehicles, and the Theft
23 Prone Defect would have been a material fact to the Class Members’
24 decisions to buy or lease Class Vehicles; and
- 25 d. Defendants made incomplete representations about the safety and
26 reliability of the Class Vehicles while purposefully withholding
27 material facts about a known safety defect. In uniform advertising and
28 materials provided with each Class Vehicle, HMA, and KA

1 intentionally concealed, suppressed, and failed to disclose to the
2 consumers that the Class Vehicles contained the Theft Prone Defect.
3 Because they volunteered to provide information about the Class
4 Vehicles that they marketed and offered for sale and lease to
5 consumers, HMA and KA had the duty to disclose the whole truth.

6 3281. In breach of their duties, Defendants failed to disclose the Theft Prone
7 Defect to Plaintiffs and Class Members in connection with the sale of the Class
8 Vehicles.

9 3282. For the reasons set forth above, the Theft Prone Defect within the
10 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
11 person would find it important in purchasing, leasing, or retaining a new or used
12 motor vehicle and because it directly impacts the value of the Class Vehicles
13 purchased or leased by the Plaintiffs and Class Members.

14 3283. Defendants intended for the Plaintiffs and Class Members to rely on
15 their omissions and concealment—which they did by purchasing and leasing the
16 Class Vehicles at the prices they paid believing that their vehicles would not have a
17 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
18 Vehicles.

19 3284. Plaintiffs and Class Members' reliance was reasonable, as they had no
20 way of discerning that learning the facts that Defendants had concealed or failed to
21 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
22 deception on their own.

23 3285. Defendants actively concealed and suppressed these material facts, in
24 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
25 to avoid costly recalls that would expose them to liability for those expenses and
26 harm the commercial reputations of Defendants and their products. They did so at
27 the expense of Plaintiffs and Class Members.
28

1 3286. If Defendants had fully and adequately disclosed the Theft Prone
2 Defect to consumers, Plaintiffs and Class Members would have seen such a
3 disclosure.

4 3287. Through their omissions and concealment with respect to the Theft
5 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
6 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
7 otherwise would not have purchased, or pay more for a Class Vehicle than they
8 otherwise would have paid.

9 3288. Had Plaintiffs and Class Members known of the Theft Prone Defect
10 within the Class Vehicles, they would not have purchased the Class Vehicles or
11 would have paid less for them.

12 3289. As a direct and proximate result of Defendants' omissions, Plaintiffs
13 and other Class Members either overpaid for the Class Vehicles or would not have
14 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
15 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
16 damages in an amount to be proven at trial.

17 3290. Defendants' acts were done maliciously, oppressively, deliberately,
18 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
19 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
20 an assessment of punitive damages, as permitted by law, in an amount sufficient to
21 deter such conduct in the future, which amount shall be determined according to
22 proof at trial.

23 **d. Montana Count 4: Unjust Enrichment Against All**
24 **Defendants**

25 3291. Plaintiffs reallege and incorporate by reference all allegations in
26 Sections I-VI as if fully set forth herein.
27
28

1 3292. Plaintiffs bring this count under Montana law, individually and on
2 behalf of the other members of the Hyundai Montana Class, against HMA and
3 HMC.

4 3293. Plaintiffs bring this count under Montana law, individually and on
5 behalf of the other members of the Kia Montana Class, against KA and KC.

6 3294. For purposes of this count, members of the Hyundai Montana Class
7 and Kia Montana Class shall be referred to as “Class Members.”

8 3295. When they purchased and leased the Class Vehicles, Plaintiffs and
9 Class Members conferred tangible and material economic benefits upon
10 Defendants, who readily accepted and retained these benefits.

11 3296. Plaintiffs and Class Members would not have purchased or leased their
12 Class Vehicles, or would have paid less for them, had they known of the Theft
13 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
14 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
15 and Class Members.

16 3297. Defendants appreciated these economic benefits. These benefits were
17 the expected result of Defendants acting in their pecuniary interest at the expense of
18 their customers. They knew of these benefits because they were aware of the Theft
19 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
20 and Class Members regarding the nature and quality of the Class Vehicles while
21 profiting from this deception.

22 3298. It would be unjust, inequitable, and unconscionable for Defendants to
23 retain these benefits, including because they were procured as a result of their
24 wrongful conduct alleged above.

25 3299. Plaintiffs and Class Members are entitled to restitution of the benefits
26 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
27 Class Members to the position they occupied prior to dealing with those
28 Defendants, with such amounts to be determined at trial.

1 3300. Plaintiffs plead this claim separately as well as in the alternative to
2 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
3 for damages are dismissed or judgment is entered on them in favor of Defendants,
4 Plaintiffs will have no adequate legal remedy.

5 **26. Nebraska**

6 **a. Nebraska Count 1: Breach of Implied Warranty (Neb. Rev.**
7 **St. U.C.C. §§ 2-314 and 2A-212) Against HMA and KA**

8 3301. Plaintiffs reallege and incorporate by reference all preceding
9 allegations as though fully set forth herein.

10 3302. Plaintiffs bring this count individually and on behalf of the other
11 members of the Hyundai Nebraska Class, against HMA.

12 3303. Plaintiffs bring this count individually and on behalf of the other
13 members of the Kia Nebraska Class, against KA.

14 3304. For purposes of this count, the Hyundai Nebraska Class Members and
15 Kia Nebraska Class Members shall be referred to as "Class Members."

16 3305. For purposes of this count, HMA and KA shall be referred to as
17 "Defendants."

18 3306. Defendants were at all relevant times "merchants" with respect to
19 motor vehicles under Neb. Rev. St. U.C.C. § 2-104(1) and "sellers" of motor
20 vehicles under § 2-103(1)(d).

21 3307. With respect to leases, Defendants are and were at all relevant times
22 "lessors" of motor vehicles under Neb. Rev. St. U.C.C. § 2A-103(1)(p).

23 3308. The Class Vehicles are and were at all relevant times "goods" within
24 the meaning of Neb. Rev. St. U.C.C. §§ 2-105(1) and 2A-103(1)(h).

25 3309. A warranty that the Class Vehicles were in merchantable condition and
26 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
27 to Neb. Rev. St. U.C.C. §§ 2-314 and 2A-212.
28

1 3310. Defendants knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
3 Class Members with an implied warranty that the Class Vehicles and any parts
4 thereof were merchantable and fit for the ordinary purposes for which they were
5 sold. This implied warranty included, among other things, a warranty that the Class
6 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
7 safe and reliable for providing transportation, would not be vulnerable to an
8 abnormally high risk of theft, and complied with applicable federal and state laws
9 and regulations, including FMVSS 114.

10 3311. However, the Class Vehicles did not comply with the implied warranty
11 of merchantability because they were defective and not in merchantable condition,
12 would not pass without objection in the trade, and were not fit for their ordinary
13 purpose of providing reasonably reliable, safe, and secure transportation at the time
14 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
15 Prone Defect, lacking any anti-theft features or design elements to provide an
16 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
17 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
18 vulnerable to theft, making them prime targets to be used as instrumentalities
19 through which thieves engage in reckless driving or other criminal activity.

20 3312. Any attempt by Defendants to disclaim or limit the implied warranty
21 of merchantability for their respective Class Vehicles vis-à-vis consumers is
22 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
23 are unenforceable because Defendants knowingly sold or leased defective Class
24 Vehicles without informing consumers about the Theft Prone Defect. The time
25 limits contained in Defendants' warranty periods were also unconscionable and
26 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
27 and Class Members had no meaningful choice in determining these time
28 limitations, the terms of which unreasonably favored Defendants. A gross disparity

1 in bargaining power existed between Defendants and Plaintiffs and other Class
2 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
3 sale.

4 3313. Furthermore, the circumstances described herein caused Defendants'
5 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
6 Class Members may seek alternative remedies. Indeed, these breaches of warranties
7 have denied Plaintiffs and Class Members the benefit of their respective bargains,
8 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
9 manner without the ever-present risk of them being stolen.

10 3314. Plaintiffs and Class Members have provided Defendants with
11 reasonable notice and opportunity to cure the breaches of their implied warranties
12 by way of the numerous complaints filed against them and the individual notice
13 letters sent by Class Members within a reasonable amount of time after the Theft
14 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
15 2022, Class Members sent notice letters to them.

16 3315. Alternatively, Plaintiffs and the Class Members were excused from
17 providing Defendants with notice and an opportunity to cure the breach, because it
18 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
19 have long known that the Class Vehicles contained the Theft Prone Defect;
20 however, to date, Defendants have not instituted an adequate and meaningful repair
21 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
22 had no reason to believe that Defendants would have adequately repaired the Theft
23 Prone Defect if they presented their Class Vehicles to them for repair.

24 3316. As a direct and proximate result of Defendants' breach of the implied
25 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
26 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
27 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
28 amount to be proven at trial.

b. Nebraska Count 2: Violation of the Nebraska Consumer Protection Act (Neb. Rev. Stat. § 59-1601, *et seq.*) Against All Defendants

3317. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

3318. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Nebraska Class, against HMA and HMC.

3319. Plaintiffs bring this count individually and on behalf of the other members of the Kia Nebraska Class, against KA and KC.

3320. For purposes of this count, the Hyundai Nebraska Class Members and Kia Nebraska Class Members shall be referred to as “Class Members.”

3321. The Class Vehicles are “assets” within the meaning of Neb. Rev. Stat. § 59-1601(1).

3322. Defendants, Plaintiffs, and Class Members are “persons” within the meaning of Neb. Rev. Stat. § 59-1601(1).

3323. Defendants are engaged in “trade” and “commerce” within the meaning of Neb. Rev. Stat. § 59-1501(2).

3324. The Nebraska Consumer Protection Act (“CPA”) declares that “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce shall be unlawful.” Neb Rev. Stat. § 59-1602.

3325. In the course of their business, Defendants, through their agents, employees, and/or subsidiaries, violated the CPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the quality, reliability, and safety of the Class Vehicles and the Theft Prone Defect, as detailed above.

3326. Defendants had an ongoing duty to Plaintiffs and Class Members to refrain from unfair or deceptive practices under the CPA in the course of their business. Specifically, Defendants owed the Plaintiffs and Class Members a duty to

1 disclose all the material facts concerning the Theft Prone Defect in the Class
2 Vehicles because, as detailed above:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 3327. As detailed above, the information concerning the Theft Prone Defect
25 was known to Defendants at the time of advertising and selling the Class Vehicles,
26 all of which was intended to induce consumers to purchase the Class Vehicles.

27 3328. By misrepresenting the Class Vehicles as safe and reliable and by
28 failing to disclose and actively concealing the dangers and risk posed by the Theft

1 Prone Defect, Defendants engaged in unfair methods of competition and unfair or
2 deceptive acts or practices in the conduct of any trade or commerce as prohibited by
3 Neb. Rev. Stat. § 59-1602.

4 3329. Defendants intended for Plaintiffs and Class Members to rely on them
5 to provide adequately designed Class Vehicles, and to honestly and accurately
6 reveal the safety hazards described above.

7 3330. Defendants' unfair or deceptive acts or practices were designed to
8 mislead and had a tendency or capacity to mislead and create a false impression in
9 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
10 Vehicles were not affected by the Theft Prone Defect. Indeed, those
11 misrepresentations, concealments, omissions, and suppressions of material facts did
12 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
13 about the true safety and reliability of Class Vehicles, the quality of the Class
14 Vehicles, and the true value of the Class Vehicles.

15 3331. Defendants' misrepresentations, omissions, and concealment of
16 material facts regarding the Theft Prone Defect and true characteristics of the Class
17 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
18 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
19 were exposed to those misrepresentations, concealments, omissions, and
20 suppressions of material facts, and relied on Defendants' misrepresentations that the
21 Class Vehicles were safe and reliable in deciding to purchase and lease Class
22 Vehicles.

23 3332. Plaintiffs' and Class Members' reliance was reasonable, as they had no
24 way of discerning Defendants' representations were false and misleading, or
25 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
26 alleged above. Plaintiffs and Class Members did not, and could not, unravel
27 Defendants' deception on their own.
28

1 3333. Had they known the truth about the Theft Prone Defect, Plaintiffs and
2 Class Members would not have purchased or leased the Class Vehicles, or would
3 have paid significantly less for them.

4 3334. Plaintiffs and Class Members suffered ascertainable losses and actual
5 damages as a direct and proximate result of Defendants' concealment,
6 misrepresentations, and/or failure to disclose material information.

7 3335. Defendants' violations present a continuing risk to Plaintiffs and Class
8 Members, as well as to the general public, because the Class Vehicles remain
9 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
10 complained of herein affect the public interest.

11 3336. Pursuant to Neb. Rev. Stat. § 59-1609, Plaintiffs seek an order
12 enjoining Defendants from engaging in the methods, acts, or practices alleged
13 herein, including further concealment of the Theft Prone Defect, and awarding
14 actual damages, increased damages, restitution, attorneys' fees, and any other just
15 and proper relief available under the CPA.

16 **c. Nebraska Count 3: Fraud by Omission and Concealment**
17 **Against All Defendants**

18 3337. Plaintiffs reallege and incorporate by reference all preceding
19 allegations as though fully set forth herein.

20 3338. Plaintiffs bring this count individually and on behalf of the other
21 members of the Hyundai Nebraska Class, against HMA and HMC.

22 3339. Plaintiffs bring this count individually and on behalf of the other
23 members of the Kia Nebraska Class, against KA and KC.

24 3340. For purposes of this count, the Hyundai Nebraska Class Members and
25 Kia Nebraska Class Members shall be referred to as "Class Members."

26 3341. Defendants were aware of the Theft Prone Defect when they marketed
27 and sold the Class Vehicles to Plaintiffs and Class Members.
28

1 3342. Having been aware of the Theft Prone Defect within the Class
2 Vehicles, and having known that Plaintiffs and Class Members could not have
3 reasonably been expected to know of the Theft Prone Defect, Defendants had a
4 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
5 connection with the sale of the Class Vehicles. Defendants further had a duty to
6 disclose the Theft Prone Defect because:

- 7 a. Defendants had exclusive access to and far superior knowledge about
8 facts regarding the Theft Prone Defect and Defendants knew these
9 facts were not known to or reasonably discoverable by Plaintiffs or
10 Class Members;
- 11 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
12 and Class Members lack the sophisticated expertise in vehicle
13 components that would be necessary to discover the Theft Prone
14 Defect on their own;
- 15 c. Defendants knew that the Theft Prone Defect gave rise to safety
16 concerns for the consumers who use the Class Vehicles, and the Theft
17 Prone Defect would have been a material fact to the Class Members'
18 decisions to buy or lease Class Vehicles; and
- 19 d. Defendants made incomplete representations about the safety and
20 reliability of the Class Vehicles while purposefully withholding
21 material facts about a known safety defect. In uniform advertising and
22 materials provided with each Class Vehicle, HMA, and KA
23 intentionally concealed, suppressed, and failed to disclose to the
24 consumers that the Class Vehicles contained the Theft Prone Defect.
25 Because they volunteered to provide information about the Class
26 Vehicles that they marketed and offered for sale and lease to
27 consumers, HMA and KA had the duty to disclose the whole truth.
28

1 3343. In breach of their duties, Defendants failed to disclose the Theft Prone
2 Defect to Plaintiffs and Class Members in connection with the sale of the Class
3 Vehicles.

4 3344. For the reasons set forth above, the Theft Prone Defect within the
5 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
6 person would find it important in purchasing, leasing, or retaining a new or used
7 motor vehicle and because it directly impacts the value of the Class Vehicles
8 purchased or leased by the Plaintiffs and Class Members.

9 3345. Defendants intended for the Plaintiffs and Class Members to rely on
10 their omissions and concealment—which they did by purchasing and leasing the
11 Class Vehicles at the prices they paid believing that their vehicles would not have a
12 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
13 Vehicles.

14 3346. Plaintiffs and Class Members' reliance was reasonable, as they had no
15 way of discerning that learning the facts that Defendants had concealed or failed to
16 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
17 deception on their own.

18 3347. Defendants actively concealed and suppressed these material facts, in
19 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
20 to avoid costly recalls that would expose them to liability for those expenses and
21 harm the commercial reputations of Defendants and their products. They did so at
22 the expense of Plaintiffs and Class Members.

23 3348. If Defendants had fully and adequately disclosed the Theft Prone
24 Defect to consumers, Plaintiffs and Class Members would have seen such a
25 disclosure.

26 3349. Through their omissions and concealment with respect to the Theft
27 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
28 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they

1 otherwise would not have purchased, or pay more for a Class Vehicle than they
2 otherwise would have paid.

3 3350. Had Plaintiffs and Class Members known of the Theft Prone Defect
4 within the Class Vehicles, they would not have purchased the Class Vehicles or
5 would have paid less for them.

6 3351. As a direct and proximate result of Defendants' omissions, Plaintiffs
7 and other Class Members either overpaid for the Class Vehicles or would not have
8 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
9 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
10 damages in an amount to be proven at trial.

11 3352. Defendants' acts were done maliciously, oppressively, deliberately,
12 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
13 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
14 an assessment of punitive damages, as permitted by law, in an amount sufficient to
15 deter such conduct in the future, which amount shall be determined according to
16 proof at trial.

17 **d. Nebraska Count 4: Unjust Enrichment Against All**
18 **Defendants**

19 3353. Plaintiffs reallege and incorporate by reference all allegations in
20 Sections I-VI as if fully set forth herein.

21 3354. Plaintiffs bring this count under Nebraska law, individually and on
22 behalf of the other members of the Hyundai Nebraska Class, against HMA and
23 HMC.

24 3355. Plaintiffs bring this count under Nebraska law, individually and on
25 behalf of the other members of the Kia Nebraska Class, against KA and KC.

26 3356. For purposes of this count, members of the Hyundai Nebraska Class
27 and Kia Nebraska Class shall be referred to as "Class Members."
28

1 3357. When they purchased and leased the Class Vehicles, Plaintiffs and
2 Class Members conferred tangible and material economic benefits upon
3 Defendants, who readily accepted and retained these benefits.

4 3358. Plaintiffs and Class Members would not have purchased or leased their
5 Class Vehicles, or would have paid less for them, had they known of the Theft
6 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
7 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
8 and Class Members.

9 3359. Defendants appreciated these economic benefits. These benefits were
10 the expected result of Defendants acting in their pecuniary interest at the expense of
11 their customers. They knew of these benefits because they were aware of the Theft
12 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
13 and Class Members regarding the nature and quality of the Class Vehicles while
14 profiting from this deception.

15 3360. It would be unjust, inequitable, and unconscionable for Defendants to
16 retain these benefits, including because they were procured as a result of their
17 wrongful conduct alleged above.

18 3361. Plaintiffs and Class Members are entitled to restitution of the benefits
19 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
20 Class Members to the position they occupied prior to dealing with those
21 Defendants, with such amounts to be determined at trial.

22 3362. Plaintiffs plead this claim separately as well as in the alternative to
23 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
24 for damages are dismissed or judgment is entered on them in favor of Defendants,
25 Plaintiffs will have no adequate legal remedy.

1 **27. Nevada**

2 **a. Nevada Count 1: Breach of Implied Warranty of**
3 **Merchantability (Nev. Rev. Stat. §§ 104.2314 and**
4 **104A.2212) Against HMA and KA**

5 3363. Plaintiffs reallege and incorporate by reference all preceding
6 allegations as though fully set forth herein.

7 3364. Plaintiffs bring this count individually and on behalf of the other
8 members of the Hyundai Nevada Class, against HMA.

9 3365. Plaintiffs bring this count individually and on behalf of the other
10 members of the Kia Nevada Class, against KA.

11 3366. For purposes of this count, the Hyundai Nevada Class Members and
12 Kia Nevada Class Members shall be referred to as “Class Members.”

13 3367. For purposes of this count, HMA and KA shall be referred to as
14 “Defendants.”

15 3368. A warranty that the Class Vehicles were in merchantable condition and
16 fit for the ordinary purpose for which such goods are used is implied by law
17 pursuant to Nev. Rev. Stat. §§ 104.2314 and 104A.2212.

18 3369. Defendants are and were at all relevant times “merchants” with respect
19 to motor vehicles under Nev. Rev. Stat. §§ 104.2104(1) and 104A.2103(3), and
20 “sellers” of motor vehicles under § 104.2103(1)(c).

21 3370. With respect to leases, Defendants were and are at all relevant times
22 “lessors” of motor vehicles under Nev. Rev. Stat. § 104A.2103(1)(p).

23 3371. Class Members who purchased Class Vehicles in Nevada are “buyers”
24 within the meaning of Nev. Rev. Stat. § 104.2103(1)(a).

25 3372. Class Members who leased Class Vehicles in Nevada are “lessees”
26 within the meaning of Nev. Rev. Stat. § 104A.2103(1)(n).

27 3373. The Class Vehicles are and were at all relevant times “goods” within
28 the meaning of Nev. Rev. Stat. §§ 104.2105(1) and 104A.2103(1)(h).

1 3374. Defendants knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
3 Class Members with an implied warranty that the Class Vehicles and any parts
4 thereof were merchantable and fit for the ordinary purposes for which they were
5 sold. This implied warranty included, among other things, a warranty that the Class
6 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
7 safe and reliable for providing transportation, would not be vulnerable to an
8 abnormally high risk of theft, and complied with applicable federal and state laws
9 and regulations, including FMVSS 114.

10 3375. However, the Class Vehicles did not comply with the implied warranty
11 of merchantability because they were defective and not in merchantable condition,
12 would not pass without objection in the trade, and were not fit for their ordinary
13 purpose of providing reasonably reliable, safe, and secure transportation at the time
14 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
15 Prone Defect, lacking any anti-theft features or design elements to provide an
16 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
17 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
18 vulnerable to theft, making them prime targets to be used as instrumentalities
19 through which thieves engage in reckless driving or other criminal activity.

20 3376. Any attempt by Defendants to disclaim or limit the implied warranty
21 of merchantability for their respective Class Vehicles vis-à-vis consumers is
22 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
23 are unenforceable because Defendants knowingly sold or leased defective Class
24 Vehicles without informing consumers about the Theft Prone Defect. The time
25 limits contained in Defendants' warranty periods were also unconscionable and
26 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
27 and Class Members had no meaningful choice in determining these time
28 limitations, the terms of which unreasonably favored Defendants. A gross disparity

1 in bargaining power existed between Defendants and Plaintiffs and other Class
2 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
3 sale.

4 3377. Furthermore, the circumstances described herein caused Defendants'
5 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
6 Class Members may seek alternative remedies. Indeed, these breaches of warranties
7 have denied Plaintiffs and Class Members the benefit of their respective bargains,
8 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
9 manner without the ever-present risk of them being stolen.

10 3378. Plaintiffs and Class Members have provided Defendants with
11 reasonable notice and opportunity to cure the breaches of their implied warranties
12 by way of the numerous complaints filed against them and the individual notice
13 letters sent by Class Members within a reasonable amount of time after the Theft
14 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
15 2022, Class Members sent notice letters to them.

16 3379. Alternatively, Plaintiffs and the Class Members were excused from
17 providing Defendants with notice and an opportunity to cure the breach, because it
18 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
19 have long known that the Class Vehicles contained the Theft Prone Defect;
20 however, to date, Defendants have not instituted an adequate and meaningful repair
21 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
22 had no reason to believe that Defendants would have adequately repaired the Theft
23 Prone Defect if they presented their Class Vehicles to them for repair.

24 3380. As a direct and proximate result of Defendants' breach of the implied
25 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
26 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
27 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
28 amount to be proven at trial.

b. Nevada Count 2: Violation of the Nevada Deceptive Trade Practices Act (Nev. Rev. Stat. § 598.0903, et seq.) Against All Defendants

3381. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

3382. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Nevada Class, against HMA and HMC.

3383. Plaintiffs bring this count individually and on behalf of the other members of the Kia Nevada Class, against KA and KC.

3384. For purposes of this count, the Hyundai Nevada Class Members and Kia Nevada Class Members shall be referred to as “Class Members.”

3385. The Nevada Deceptive Trade Practices Act (“Nevada DTPA”), Nev. Rev. Stat. § 598.0903, et. seq. prohibits the use of deceptive trade practices in the course of business and occupation.

3386. In the course of their business, Defendants, through their agents, employees, and/or subsidiaries, violated the Nevada DTPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the quality, reliability, and safety of the Class Vehicles and the Immobilizer Theft Prone Defect, as detailed above.

3387. Defendants had an ongoing duty to Plaintiffs and Class Members to refrain from unfair or deceptive practices under the Nevada DTPA in the course of their business. Specifically, Defendants owed Plaintiffs and Class Members a duty to disclose all the material facts concerning the Theft Prone Defect in the Class Vehicles because they possessed exclusive knowledge, they intentionally concealed the Theft Prone Defect from Plaintiffs and Class Members, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

3388. Specifically, by misrepresenting the Class Vehicles as safe and/or free from defects, and by failing to disclose and actively concealing the dangers and risk

1 posed by the Class Vehicles and the Theft Prone Defect, Defendants engaged in one
2 or more of the following unfair or deceptive business practices prohibited by Nev.
3 Rev. Stat. §§ 598.0915, 598.0923, and 598.0925:

- 4 a. Representing that the Class Vehicles have certifications which they do
5 not have;
- 6 b. Representing that the Class Vehicles have characteristics, uses,
7 benefits, and qualities which they do not have;
- 8 c. Representing that the Class Vehicles are of a particular standard,
9 quality, and grade when they are not;
- 10 d. Advertising the Class Vehicles with the intent not to sell or lease them
11 as advertised;
- 12 e. Failing to disclose the Theft Prone Defect in connection with the sale
13 of the Toyota Class Vehicles; and
- 14 f. Making an assertion of scientific fact in an advertisement which would
15 cause a reasonable person to believe that the assertion is true.

16 Nev. Rev. Stat. §§ 598.0915(5), (7), (9), (15), 598.0923(2), and 598.0925.

17 3389. Defendants intended for Plaintiffs and Class Members to rely on them
18 to provide adequately designed Class Vehicles, and to honestly and accurately
19 reveal the safety hazards described above.

20 3390. Defendants' unfair or deceptive acts or practices were designed to
21 mislead and had a tendency or capacity to mislead and create a false impression in
22 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
23 Vehicles were not affected by the Theft Prone Defect. Indeed, those
24 misrepresentations, concealments, omissions, and suppressions of material facts did
25 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
26 about the true safety and reliability of Class Vehicles, the quality of the Class
27 Vehicles, and the true value of the Class Vehicles.

1 3391. Defendants' misrepresentations, omissions, and concealment of
2 material facts regarding the Theft Prone Defect and true characteristics of the Class
3 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
4 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
5 were exposed to those misrepresentations, concealments, omissions, and
6 suppressions of material facts, and relied on Defendants' misrepresentations that the
7 Class Vehicles were safe and reliable in deciding to purchase and lease Class
8 Vehicles.

9 3392. Plaintiffs' and Class Members' reliance was reasonable, as they had no
10 way of discerning Defendants' representations were false and misleading, or
11 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
12 alleged above. Plaintiffs and Class Members did not, and could not, unravel
13 Defendants' deception on their own.

14 3393. Had they known the truth about the Theft Prone Defect, Plaintiffs and
15 Class Members would not have purchased or leased the Class Vehicles, or would
16 have paid significantly less for them.

17 3394. Plaintiffs and Class Members suffered ascertainable losses and actual
18 damages as a direct and proximate result of Defendants' concealment,
19 misrepresentations, and/or failure to disclose material information.

20 3395. Defendants' violations present a continuing risk to Plaintiffs and Class
21 Members, as well as to the general public, because the Class Vehicles remain
22 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
23 complained of herein affect the public interest.

24 3396. Pursuant to Nev. Rev. Stat. §§ 41.600, Plaintiffs and Class Members
25 seek an order enjoining Defendants' unfair or deceptive acts or practices and
26 awarding damages and any other just and proper relief available under the Nevada
27 DTPA.

28

1 **c. Nevada Count 3: Fraud by Omission and Concealment**
2 **Against All Defendants**

3 3397. Plaintiffs reallege and incorporate by reference all preceding
4 allegations as though fully set forth herein.

5 3398. Plaintiffs bring this count individually and on behalf of the other
6 members of the Hyundai Nevada Class, against HMA and HMC.

7 3399. Plaintiffs bring this count individually and on behalf of the other
8 members of the Kia Nevada Class, against KA and KC.

9 3400. For purposes of this count, the Hyundai Nevada Class Members and
10 Kia Nevada Class Members shall be referred to as “Class Members.”

11 3401. Defendants were aware of the Theft Prone Defect when they marketed
12 and sold the Class Vehicles to Plaintiffs and Class Members.

13 3402. Having been aware of the Theft Prone Defect within the Class
14 Vehicles, and having known that Plaintiffs and Class Members could not have
15 reasonably been expected to know of the Theft Prone Defect, Defendants had a
16 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
17 connection with the sale of the Class Vehicles. Defendants further had a duty to
18 disclose the Theft Prone Defect because:

- 19 a. Defendants had exclusive access to and far superior knowledge about
20 facts regarding the Theft Prone Defect and Defendants knew these
21 facts were not known to or reasonably discoverable by Plaintiffs or
22 Class Members;
23 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
24 and Class Members lack the sophisticated expertise in vehicle
25 components that would be necessary to discover the Theft Prone
26 Defect on their own;
27 c. Defendants knew that the Theft Prone Defect gave rise to safety
28 concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members’
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 3403. In breach of their duties, Defendants failed to disclose the Theft Prone
13 Defect to Plaintiffs and Class Members in connection with the sale of the Class
14 Vehicles.

15 3404. For the reasons set forth above, the Theft Prone Defect within the
16 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
17 person would find it important in purchasing, leasing, or retaining a new or used
18 motor vehicle and because it directly impacts the value of the Class Vehicles
19 purchased or leased by the Plaintiffs and Class Members.

20 3405. Defendants intended for the Plaintiffs and Class Members to rely on
21 their omissions and concealment—which they did by purchasing and leasing the
22 Class Vehicles at the prices they paid believing that their vehicles would not have a
23 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
24 Vehicles.

25 3406. Plaintiffs and Class Members’ reliance was reasonable, as they had no
26 way of discerning that learning the facts that Defendants had concealed or failed to
27 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
28 deception on their own.

1 3407. Defendants actively concealed and suppressed these material facts, in
2 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
3 to avoid costly recalls that would expose them to liability for those expenses and
4 harm the commercial reputations of Defendants and their products. They did so at
5 the expense of Plaintiffs and Class Members.

6 3408. If Defendants had fully and adequately disclosed the Theft Prone
7 Defect to consumers, Plaintiffs and Class Members would have seen such a
8 disclosure.

9 3409. Through their omissions and concealment with respect to the Theft
10 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
11 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
12 otherwise would not have purchased, or pay more for a Class Vehicle than they
13 otherwise would have paid.

14 3410. Had Plaintiffs and Class Members known of the Theft Prone Defect
15 within the Class Vehicles, they would not have purchased the Class Vehicles or
16 would have paid less for them.

17 3411. As a direct and proximate result of Defendants' omissions, Plaintiffs
18 and other Class Members either overpaid for the Class Vehicles or would not have
19 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
20 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
21 damages in an amount to be proven at trial.

22 3412. Defendants' acts were done maliciously, oppressively, deliberately,
23 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
24 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
25 an assessment of punitive damages, as permitted by law, in an amount sufficient to
26 deter such conduct in the future, which amount shall be determined according to
27 proof at trial.
28

d. Nevada Count 4: Unjust Enrichment Against All Defendants

3413. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

3414. Plaintiffs bring this count under Nevada law, individually and on behalf of the other members of the Hyundai Nevada Class, against HMA and HMC.

3415. Plaintiffs bring this count under Nevada law, individually and on behalf of the other members of the Kia Nevada Class, against KA and KC.

3416. For purposes of this count, members of the Hyundai Nevada Class and Kia Nevada Class shall be referred to as “Class Members.”

3417. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

3418. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

3419. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

3420. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

3421. Plaintiffs and Class Members are entitled to restitution of the benefits Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and

1 Class Members to the position they occupied prior to dealing with those
2 Defendants, with such amounts to be determined at trial.

3 3422. Plaintiffs plead this claim separately as well as in the alternative to
4 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
5 for damages are dismissed or judgment is entered on them in favor of Defendants,
6 Plaintiffs will have no adequate legal remedy.

7 **28. New Hampshire**

8 **a. New Hampshire Count 1: Breach of Implied Warranty**
9 **(N.H. Rev. Stat. §§ 382-A:2-314 and 2A-212) Against HMA**
10 **and KA**

11 3423. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 3424. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai New Hampshire Class, against HMA.

15 3425. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia New Hampshire Class, against KA.

17 3426. For purposes of this count, the Hyundai New Hampshire Class
18 Members and Kia New Hampshire Class Members shall be referred to as "Class
19 Members."

20 3427. For purposes of this count, HMA and KA shall be referred to as
21 "Defendants."

22 3428. Defendants were at all relevant times "merchants" with respect to
23 motor vehicles under N.H. Rev. Stat. § 382-A:2-104(1) and "sellers" of motor
24 vehicles under § 382-A:2- 103(1)(d).

25 3429. With respect to leases, Defendants are and were at all relevant times
26 "lessors" of motor vehicles under N.H. Rev. Stat. § 382-A:2A-103(1)(p).

27 3430. The Class Vehicles are and were at all relevant times "goods" within
28 the meaning of N.H. Rev. Stat. §§ 382-A:2-105(1) and 382-A:2A-103(1)(h).

1 3431. A warranty that the Class Vehicles were in merchantable condition and
2 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
3 to N.H. Rev. Stat. §§ 382-A:2-314 and 382-A:2A-212.

4 3432. Defendants knew or had reason to know of the specific use for which
5 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
6 Class Members with an implied warranty that the Class Vehicles and any parts
7 thereof were merchantable and fit for the ordinary purposes for which they were
8 sold. This implied warranty included, among other things, a warranty that the Class
9 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
10 safe and reliable for providing transportation, would not be vulnerable to an
11 abnormally high risk of theft, and complied with applicable federal and state laws
12 and regulations, including FMVSS 114.

13 3433. However, the Class Vehicles did not comply with the implied warranty
14 of merchantability because they were defective and not in merchantable condition,
15 would not pass without objection in the trade, and were not fit for their ordinary
16 purpose of providing reasonably reliable, safe, and secure transportation at the time
17 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
18 Prone Defect, lacking any anti-theft features or design elements to provide an
19 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
20 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
21 vulnerable to theft, making them prime targets to be used as instrumentalities
22 through which thieves engage in reckless driving or other criminal activity.

23 3434. Any attempt by Defendants to disclaim or limit the implied warranty
24 of merchantability for their respective Class Vehicles vis-à-vis consumers is
25 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
26 are unenforceable because Defendants knowingly sold or leased defective Class
27 Vehicles without informing consumers about the Theft Prone Defect. The time
28 limits contained in Defendants' warranty periods were also unconscionable and

1 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
2 and Class Members had no meaningful choice in determining these time
3 limitations, the terms of which unreasonably favored Defendants. A gross disparity
4 in bargaining power existed between Defendants and Plaintiffs and other Class
5 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
6 sale.

7 3435. Furthermore, the circumstances described herein caused Defendants'
8 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
9 Class Members may seek alternative remedies. Indeed, these breaches of warranties
10 have denied Plaintiffs and Class Members the benefit of their respective bargains,
11 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
12 manner without the ever-present risk of them being stolen.

13 3436. Plaintiffs and Class Members have provided Defendants with
14 reasonable notice and opportunity to cure the breaches of their implied warranties
15 by way of the numerous complaints filed against them and the individual notice
16 letters sent by Class Members within a reasonable amount of time after the Theft
17 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
18 2022, Class Members sent notice letters to them.

19 3437. Alternatively, Plaintiffs and the Class Members were excused from
20 providing Defendants with notice and an opportunity to cure the breach, because it
21 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
22 have long known that the Class Vehicles contained the Theft Prone Defect;
23 however, to date, Defendants have not instituted an adequate and meaningful repair
24 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
25 had no reason to believe that Defendants would have adequately repaired the Theft
26 Prone Defect if they presented their Class Vehicles to them for repair.

27 3438. As a direct and proximate result of Defendants' breach of the implied
28 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were

1 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
2 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
3 amount to be proven at trial.

4 **b. New Hampshire Count 2: Violation of the N.H. Consumer**
5 **Protection Act (N.H. Rev. Stat. Ann. § 358-a:1, *et seq.*)**
6 **Against All Defendants**

7 3439. Plaintiffs reallege and incorporate by reference all preceding
8 allegations as though fully set forth herein.

9 3440. Plaintiffs bring this count individually and on behalf of the other
10 members of the Hyundai New Hampshire Class, against HMA and HMC.

11 3441. Plaintiffs bring this count individually and on behalf of the other
12 members of the Kia New Hampshire Class, against KA and KC.

13 3442. For purposes of this count, the Hyundai New Hampshire Class
14 Members and Kia New Hampshire Class Members shall be referred to as “Class
15 Members.”

16 3443. Defendants, Plaintiffs, and Class Members are “persons” within the
17 meaning of N.H. Rev. Stat. § 358-A:1.

18 3444. Defendants engaged in “trade” and “commerce” within the meaning of
19 N.H. Rev. Stat. § 358-A:1.

20 3445. The New Hampshire Consumer Protection Act (“New Hampshire
21 CPA”) declares it unlawful “for any person to use any unfair method of competition
22 or any unfair or deceptive act or practice in the conduct of any trade or commerce
23 within this state.” N.H. Rev. Stat. § 358-A:2.

24 3446. In the course of their business, Defendants, through their agents,
25 employees, and/or subsidiaries, violated the Hampshire CPA by knowingly and
26 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
27 material facts regarding the quality, reliability, and safety of the Class Vehicles and
28 the Theft Prone Defect, as detailed above.

1 3447. Defendants had an ongoing duty to Plaintiffs and Class Members to
2 refrain from unfair or deceptive practices under the New Hampshire CPA in the
3 course of their business. Specifically, Defendants owed the Plaintiffs and Class
4 Members a duty to disclose all the material facts concerning the Theft Prone Defect
5 in the Class Vehicles because, as detailed above:

- 6 a. Defendants had exclusive access to and far superior knowledge about
7 facts regarding the Theft Prone Defect and Defendants knew these
8 facts were not known to or reasonably discoverable by Plaintiffs or
9 Class Members;
- 10 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
11 and Class Members lack the sophisticated expertise in vehicle
12 components that would be necessary to discover the Theft Prone
13 Defect on their own;
- 14 c. Defendants knew that the Theft Prone Defect gave rise to safety
15 concerns for the consumers who use the Class Vehicles, and the Theft
16 Prone Defect would have been a material fact to the Class Members'
17 decisions to buy or lease Class Vehicles; and
- 18 d. Defendants made incomplete representations about the safety and
19 reliability of the Class Vehicles while purposefully withholding
20 material facts about a known safety defect. In uniform advertising and
21 materials provided with each Class Vehicle, HMA, and KA
22 intentionally concealed, suppressed, and failed to disclose to the
23 consumers that the Class Vehicles contained the Theft Prone Defect.
24 Because they volunteered to provide information about the Class
25 Vehicles that they marketed and offered for sale and lease to
26 consumers, HMA and KA had the duty to disclose the whole truth.

1 3448. As detailed above, the information concerning the Theft Prone Defect
2 was known to Defendants at the time of advertising and selling the Class Vehicles,
3 all of which was intended to induce consumers to purchase the Class Vehicles.

4 3449. By misrepresenting the Class Vehicles as safe and/or free from defects,
5 and by failing to disclose and actively concealing the dangers and risk posed by the
6 Class Vehicles and the Theft Prone Defect, Defendants engaged in one or more of
7 the following unfair or deceptive business practices prohibited by N.H. Rev. Stat.
8 358-A:2:

- 9 a. Representing that the Class Vehicles have characteristics, uses,
10 benefits, or qualities which they do not have;
- 11 b. Representing that the Class Vehicles are of a particular standard,
12 quality, and grade when they are of another; and
- 13 c. Advertising goods or services with intent not to sell them as
14 advertised.

15 N.H. Rev. Stat. § 358-A:2(III), (VII), (IX).

16 3450. Defendants intended for Plaintiffs and Class Members to rely on them
17 to provide adequately designed Class Vehicles, and to honestly and accurately
18 reveal the safety hazards described above.

19 3451. Defendants' unfair or deceptive acts or practices were designed to
20 mislead and had a tendency or capacity to mislead and create a false impression in
21 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
22 Vehicles were not affected by the Theft Prone Defect. Indeed, those
23 misrepresentations, concealments, omissions, and suppressions of material facts did
24 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
25 about the true safety and reliability of Class Vehicles, the quality of the Class
26 Vehicles, and the true value of the Class Vehicles.

27 3452. Defendants' misrepresentations, omissions, and concealment of
28 material facts regarding the Theft Prone Defect and true characteristics of the Class

1 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
2 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
3 were exposed to those misrepresentations, concealments, omissions, and
4 suppressions of material facts, and relied on Defendants' misrepresentations that the
5 Class Vehicles were safe and reliable in deciding to purchase and lease Class
6 Vehicles.

7 3453. Plaintiffs' and Class Members' reliance was reasonable, as they had no
8 way of discerning Defendants' representations were false and misleading, or
9 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
10 alleged above. Plaintiffs and Class Members did not, and could not, unravel
11 Defendants' deception on their own.

12 3454. Had they known the truth about the Theft Prone Defect, Plaintiffs and
13 Class Members would not have purchased or leased the Class Vehicles, or would
14 have paid significantly less for them.

15 3455. Plaintiffs and Class Members suffered ascertainable losses and actual
16 damages as a direct and proximate result of Defendants' concealment,
17 misrepresentations, and/or failure to disclose material information.

18 3456. Defendants' violations present a continuing risk to Plaintiffs and Class
19 Members, as well as to the general public, because the Class Vehicles remain
20 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
21 complained of herein affect the public interest.

22 3457. Pursuant to N.H. Rev. Stat. § 358-A:10, Plaintiffs and Class Members
23 seek an order seek an order enjoining Defendants' unfair and/or deceptive acts or
24 practices, and awarding damages, punitive damages, and any other just and proper
25 relief available under the New Hampshire CPA.

c. New Hampshire Count 3: Fraud by Omission and Concealment Against All Defendants

3458. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

3459. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai New Hampshire Class, against HMA and HMC.

3460. Plaintiffs bring this count individually and on behalf of the other members of the Kia New Hampshire Class, against KA and KC.

3461. For purposes of this count, the Hyundai New Hampshire Class Members and Kia New Hampshire Class Members shall be referred to as “Class Members.”

3462. Defendants were aware of the Theft Prone Defect when they marketed and sold the Class Vehicles to Plaintiffs and Class Members.

3463. Having been aware of the Theft Prone Defect within the Class Vehicles, and having known that Plaintiffs and Class Members could not have reasonably been expected to know of the Theft Prone Defect, Defendants had a duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in connection with the sale of the Class Vehicles. Defendants further had a duty to disclose the Theft Prone Defect because:

- a. Defendants had exclusive access to and far superior knowledge about facts regarding the Theft Prone Defect and Defendants knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members;
- b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs and Class Members lack the sophisticated expertise in vehicle components that would be necessary to discover the Theft Prone Defect on their own;
- c. Defendants knew that the Theft Prone Defect gave rise to safety

1 concerns for the consumers who use the Class Vehicles, and the Theft
2 Prone Defect would have been a material fact to the Class Members'
3 decisions to buy or lease Class Vehicles; and

4 d. Defendants made incomplete representations about the safety and
5 reliability of the Class Vehicles while purposefully withholding
6 material facts about a known safety defect. In uniform advertising and
7 materials provided with each Class Vehicle, HMA, and KA
8 intentionally concealed, suppressed, and failed to disclose to the
9 consumers that the Class Vehicles contained the Theft Prone Defect.
10 Because they volunteered to provide information about the Class
11 Vehicles that they marketed and offered for sale and lease to
12 consumers, HMA and KA had the duty to disclose the whole truth.

13 3464. In breach of their duties, Defendants failed to disclose the Theft Prone
14 Defect to Plaintiffs and Class Members in connection with the sale of the Class
15 Vehicles.

16 3465. For the reasons set forth above, the Theft Prone Defect within the
17 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
18 person would find it important in purchasing, leasing, or retaining a new or used
19 motor vehicle and because it directly impacts the value of the Class Vehicles
20 purchased or leased by the Plaintiffs and Class Members.

21 3466. Defendants intended for the Plaintiffs and Class Members to rely on
22 their omissions and concealment—which they did by purchasing and leasing the
23 Class Vehicles at the prices they paid believing that their vehicles would not have a
24 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
25 Vehicles.

26 3467. Plaintiffs and Class Members' reliance was reasonable, as they had no
27 way of discerning that learning the facts that Defendants had concealed or failed to
28

1 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
2 deception on their own.

3 3468. Defendants actively concealed and suppressed these material facts, in
4 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
5 to avoid costly recalls that would expose them to liability for those expenses and
6 harm the commercial reputations of Defendants and their products. They did so at
7 the expense of Plaintiffs and Class Members.

8 3469. If Defendants had fully and adequately disclosed the Theft Prone
9 Defect to consumers, Plaintiffs and Class Members would have seen such a
10 disclosure.

11 3470. Through their omissions and concealment with respect to the Theft
12 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
13 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
14 otherwise would not have purchased, or pay more for a Class Vehicle than they
15 otherwise would have paid.

16 3471. Had Plaintiffs and Class Members known of the Theft Prone Defect
17 within the Class Vehicles, they would not have purchased the Class Vehicles or
18 would have paid less for them.

19 3472. As a direct and proximate result of Defendants' omissions, Plaintiffs
20 and other Class Members either overpaid for the Class Vehicles or would not have
21 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
22 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
23 damages in an amount to be proven at trial.

24 3473. Defendants' acts were done maliciously, oppressively, deliberately,
25 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
26 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
27 an assessment of punitive damages, as permitted by law, in an amount sufficient to
28

1 deter such conduct in the future, which amount shall be determined according to
2 proof at trial.

3 **d. New Hampshire Count 4: Unjust Enrichment Against All**
4 **Defendants**

5 3474. Plaintiffs reallege and incorporate by reference all allegations in
6 Sections I-VI as if fully set forth herein.

7 3475. Plaintiffs bring this count under New Hampshire law, individually and
8 on behalf of the other members of the Hyundai New Hampshire Class, against
9 HMA and HMC.

10 3476. Plaintiffs bring this count under New Hampshire law, individually and
11 on behalf of the other members of the Kia New Hampshire Class, against KA and
12 KC.

13 3477. For purposes of this count, members of the Hyundai New Hampshire
14 Class and Kia New Hampshire Class shall be referred to as “Class Members.”

15 3478. When they purchased and leased the Class Vehicles, Plaintiffs and
16 Class Members conferred tangible and material economic benefits upon
17 Defendants, who readily accepted and retained these benefits.

18 3479. Plaintiffs and Class Members would not have purchased or leased their
19 Class Vehicles, or would have paid less for them, had they known of the Theft
20 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
21 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
22 and Class Members.

23 3480. Defendants appreciated these economic benefits. These benefits were
24 the expected result of Defendants acting in their pecuniary interest at the expense of
25 their customers. They knew of these benefits because they were aware of the Theft
26 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
27 and Class Members regarding the nature and quality of the Class Vehicles while
28 profiting from this deception.

1 3481. It would be unjust, inequitable, and unconscionable for Defendants to
2 retain these benefits, including because they were procured as a result of their
3 wrongful conduct alleged above.

4 3482. Plaintiffs and Class Members are entitled to restitution of the benefits
5 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
6 Class Members to the position they occupied prior to dealing with those
7 Defendants, with such amounts to be determined at trial.

8 3483. Plaintiffs plead this claim separately as well as in the alternative to
9 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
10 for damages are dismissed or judgment is entered on them in favor of Defendants,
11 Plaintiffs will have no adequate legal remedy.

12 **29. New Jersey**

13 **a. New Jersey Count 1: Breach of Implied Warranty of**
14 **Merchantability (N.J. Stat. Ann. §§ 12A:2-314 and 12A:2A-**
212) Against HMA and KA

15 3484. Plaintiffs reallege and incorporate by reference all preceding
16 allegations as though fully set forth herein.

17 3485. Plaintiffs bring this count individually and on behalf of the other
18 members of the Hyundai New Jersey Class, against HMA.

19 3486. Plaintiffs bring this count individually and on behalf of the other
20 members of the Kia New Jersey Class, against KA.

21 3487. For purposes of this count, the Hyundai New Jersey Class Members
22 and Kia New Jersey Class Members shall be referred to as "Class Members."

23 3488. For purposes of this count, HMA and KA shall be referred to as
24 "Defendants."

25 3489. A warranty that the Class Vehicles were in merchantable condition and
26 fit for the ordinary purpose for which such goods are used is implied by law
27 pursuant to N.J. Stat. Ann. §§ 12A:2-314 and 12A:2A-212.

28

1 3490. Defendants were and are at all relevant times “merchants” with respect
2 to motor vehicles under N.J. Stat. Ann. §§ 12A:2-104(1) and 12A:2A-103(3), and
3 “sellers” of motor vehicles under § 12A:2-103(1)(d).

4 3491. With respect to leases, Defendants were and are at all relevant times
5 “lessors” of motor vehicles under N.J. Stat. Ann. § 12A:2A-103(1)(p).

6 3492. Class Members who purchased Class Vehicles in New Jersey are
7 “buyers” within the meaning of N.J. Stat. Ann. § 12A:2-103(1)(a).

8 3493. Class Members who leased Class Vehicles in New Jersey are “lessees”
9 within the meaning of N.J. Stat. Ann. § 12A:2A-103(1)(n).

10 3494. Class Vehicles are and were at all relevant times “goods” within the
11 meaning of N.J. Stat. Ann. §§ 12A:2-105(1) and 2A-103(1)(h).

12 3495. Defendants knew or had reason to know of the specific use for which
13 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
14 Class Members with an implied warranty that the Class Vehicles and any parts
15 thereof were merchantable and fit for the ordinary purposes for which they were
16 sold. This implied warranty included, among other things, a warranty that the Class
17 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
18 safe and reliable for providing transportation, would not be vulnerable to an
19 abnormally high risk of theft, and complied with applicable federal and state laws
20 and regulations, including FMVSS 114.

21 3496. However, the Class Vehicles did not comply with the implied warranty
22 of merchantability because they were defective and not in merchantable condition,
23 would not pass without objection in the trade, and were not fit for their ordinary
24 purpose of providing reasonably reliable, safe, and secure transportation at the time
25 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
26 Prone Defect, lacking any anti-theft features or design elements to provide an
27 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
28 substantial safety hazard because the Theft Prone Defect renders Class Vehicles

1 vulnerable to theft, making them prime targets to be used as instrumentalities
2 through which thieves engage in reckless driving or other criminal activity.

3 3497. Any attempt by Defendants to disclaim or limit the implied warranty
4 of merchantability for their respective Class Vehicles vis-à-vis consumers is
5 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
6 are unenforceable because Defendants knowingly sold or leased defective Class
7 Vehicles without informing consumers about the Theft Prone Defect. The time
8 limits contained in Defendants' warranty periods were also unconscionable and
9 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
10 and Class Members had no meaningful choice in determining these time
11 limitations, the terms of which unreasonably favored Defendants. A gross disparity
12 in bargaining power existed between Defendants and Plaintiffs and other Class
13 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
14 sale.

15 3498. Furthermore, the circumstances described herein caused Defendants'
16 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
17 Class Members may seek alternative remedies. Indeed, these breaches of warranties
18 have denied Plaintiffs and Class Members the benefit of their respective bargains,
19 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
20 manner without the ever-present risk of them being stolen.

21 3499. Plaintiffs and Class Members have provided Defendants with
22 reasonable notice and opportunity to cure the breaches of their implied warranties
23 by way of the numerous complaints filed against them and the individual notice
24 letters sent by Class Members within a reasonable amount of time after the Theft
25 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
26 2022, Class Members sent notice letters to them.

27 3500. Alternatively, Plaintiffs and the Class Members were excused from
28 providing Defendants with notice and an opportunity to cure the breach, because it

1 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
2 have long known that the Class Vehicles contained the Theft Prone Defect;
3 however, to date, Defendants have not instituted an adequate and meaningful repair
4 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
5 had no reason to believe that Defendants would have adequately repaired the Theft
6 Prone Defect if they presented their Class Vehicles to them for repair.

7 3501. As a direct and proximate result of Defendants' breach of the implied
8 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
9 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
10 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
11 amount to be proven at trial.

12 **b. New Jersey Count 2: Violation of New Jersey Consumer**
13 **Fraud Act (N.J. Stat. Ann. § 56:8-1, *et seq.*) Against All**
14 **Defendants**

15 3502. Plaintiffs reallege and incorporate by reference all preceding
16 allegations as though fully set forth herein.

17 3503. Plaintiffs bring this count individually and on behalf of the other
18 members of the Hyundai New Jersey Class, against HMA and HMC.

19 3504. Plaintiffs bring this count individually and on behalf of the other
20 members of the Kia New Jersey Class, against KA and KC.

21 3505. For purposes of this count, the Hyundai New Jersey Class Members
22 and Kia New Jersey Class Members shall be referred to as "Class Members."

23 3506. Defendants, Plaintiffs, and Class Members are "persons" within the
24 meaning of N.J. Stat. Ann. § 56:8-1(d).

25 3507. The Kia Class Vehicles are "merchandise" within the meaning of N.J.
26 Stat. Ann. § 56:8-1(c).

27 3508. The New Jersey Consumer Fraud Act ("New Jersey CFA") prohibits
28 unlawful practices. N.J. Stat. Ann. § 56:8-2.

1 3509. In the course of their business, Defendants, through their agents,
2 employees, and/or subsidiaries, violated the New Jersey CFA by knowingly and
3 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
4 material facts regarding the quality, reliability, and safety of the Class Vehicles and
5 the Theft Prone Defect, as detailed above.

6 3510. Defendants had an ongoing duty to the Plaintiffs and Class Members
7 to refrain from unfair or deceptive practices under the New Jersey CFA in the
8 course of their business. Specifically, Defendants owed the Plaintiffs and Class
9 Members a duty to disclose all the material facts concerning the Theft Prone Defect
10 in the Class Vehicles because, as detailed above:

- 11 a. Defendants had exclusive access to and far superior knowledge about
12 facts regarding the Theft Prone Defect and Defendants knew these
13 facts were not known to or reasonably discoverable by Plaintiffs or
14 Class Members;
- 15 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
16 and Class Members lack the sophisticated expertise in vehicle
17 components that would be necessary to discover the Theft Prone
18 Defect on their own;
- 19 c. Defendants knew that the Theft Prone Defect gave rise to safety
20 concerns for the consumers who use the Class Vehicles, and the Theft
21 Prone Defect would have been a material fact to the Class Members'
22 decisions to buy or lease Class Vehicles; and
- 23 d. Defendants made incomplete representations about the safety and
24 reliability of the Class Vehicles while purposefully withholding
25 material facts about a known safety defect. In uniform advertising and
26 materials provided with each Class Vehicle, HMA, and KA
27 intentionally concealed, suppressed, and failed to disclose to the
28 consumers that the Class Vehicles contained the Theft Prone Defect.

1 Because they volunteered to provide information about the Class
2 Vehicles that they marketed and offered for sale and lease to
3 consumers, HMA and KA had the duty to disclose the whole truth.

4 3511. As detailed above, the information concerning the Theft Prone Defect
5 was known to Defendants at the time of advertising and selling the Class Vehicles,
6 all of which was intended to induce consumers to purchase the Class Vehicles.

7 3512. By misrepresenting the Class Vehicles as safe and reliable and free
8 from defects, and by failing to disclose and actively concealing the dangers and risk
9 posed by the Theft Prone Defect, Defendants engaged in one or more of the
10 following unfair or deceptive business practices prohibited by N.J. Stat. Ann.
11 § 56:8-2: using or employing deception, fraud, false pretense, false promise or
12 misrepresentation, or the concealment, suppression or omission of a material fact
13 with intent that others rely upon such concealment, suppression or omission, in
14 connection with the advertisement and sale/lease of the Class Vehicles, whether or
15 not any person has in fact been misled, deceived or damaged thereby.

16 3513. Defendants intended for Plaintiffs and Class Members to rely on them
17 to provide adequately designed Class Vehicles, and to honestly and accurately
18 reveal the safety hazards described above.

19 3514. Defendants' unlawful acts or practices, including their
20 misrepresentations, concealments, omissions, and suppressions of material facts,
21 were designed to mislead and had a tendency or capacity to mislead and create a
22 false impression in consumers that the Class Vehicles had adequate anti-theft
23 protection, and that the Class Vehicles were not affected by the Theft Prone Defect.
24 Indeed, those misrepresentations, concealments, omissions, and suppressions of
25 material facts did in fact deceive reasonable consumers, including the Plaintiffs and
26 Class Members, about the true safety and reliability of the Class Vehicles, the
27 quality of the Class Vehicles, and the true value of the Class Vehicles.
28

1 3515. Defendants' misrepresentations, concealments, omissions, and
2 suppressions of material facts regarding the Theft Prone Defect and true
3 characteristics of the Class Vehicles were material to the decisions of Plaintiffs and
4 Class Members to purchase and lease those vehicles, as Defendants intended.
5 Plaintiffs and Class Members were exposed to those misrepresentations,
6 concealments, omissions, and suppressions of material facts, and relied on
7 Defendants' misrepresentations that the Class Vehicles were safe and reliable in
8 deciding to purchase and lease Class Vehicles.

9 3516. Plaintiffs' and Class Members' reliance was reasonable, as they had no
10 way of discerning that Defendants' representations were false and misleading, or
11 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
12 alleged above. Plaintiffs and Class Members did not, and could not, unravel
13 Defendants' deception on their own.

14 3517. Had the Class Members known the truth about the Theft Prone Defect,
15 Plaintiffs and Class Members would not have purchased or leased the Class
16 Vehicles, or would have paid significantly less for them.

17 3518. Plaintiffs and Class Members suffered ascertainable losses and actual
18 damages as a direct and proximate result of Defendants' concealment,
19 misrepresentations, and/or failure to disclose material information.

20 3519. Defendants' violations present a continuing risk to the Plaintiffs and
21 Class Members, as well as to the general public, because the Class Vehicles remain
22 unsafe due to the Theft Prone Defect. Additionally, their unlawful acts and
23 practices complained of herein affect the public interest.

24 3520. Pursuant to N.J. Stat. Ann. § 56:8-19, Plaintiffs and Class Members
25 seek an order enjoining Defendants' unlawful acts or practices and awarding
26 damages and any other just and proper relief available under the New Jersey CFA.

**c. New Jersey Count 3: Fraud by Omission and Concealment
Against All Defendants**

3521. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

3522. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai New Jersey Class, against HMA and HMC.

3523. Plaintiffs bring this count individually and on behalf of the other members of the Kia New Jersey Class, against KA and KC.

3524. For purposes of this count, the Hyundai New Jersey Class Members and Kia New Jersey Class Members shall be referred to as “Class Members.”

3525. Defendants were aware of the Theft Prone Defect when they marketed and sold the Class Vehicles to Plaintiffs and Class Members.

3526. Having been aware of the Theft Prone Defect within the Class Vehicles, and having known that Plaintiffs and Class Members could not have reasonably been expected to know of the Theft Prone Defect, Defendants had a duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in connection with the sale of the Class Vehicles. Defendants further had a duty to disclose the Theft Prone Defect because:

- a. Defendants had exclusive access to and far superior knowledge about facts regarding the Theft Prone Defect and Defendants knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members;
- b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs and Class Members lack the sophisticated expertise in vehicle components that would be necessary to discover the Theft Prone Defect on their own;
- c. Defendants knew that the Theft Prone Defect gave rise to safety concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members’
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 3527. In breach of their duties, Defendants failed to disclose the Theft Prone
13 Defect to Plaintiffs and Class Members in connection with the sale of the Class
14 Vehicles.

15 3528. For the reasons set forth above, the Theft Prone Defect within the
16 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
17 person would find it important in purchasing, leasing, or retaining a new or used
18 motor vehicle and because it directly impacts the value of the Class Vehicles
19 purchased or leased by the Plaintiffs and Class Members.

20 3529. Defendants intended for the Plaintiffs and Class Members to rely on
21 their omissions and concealment—which they did by purchasing and leasing the
22 Class Vehicles at the prices they paid believing that their vehicles would not have a
23 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
24 Vehicles.

25 3530. Plaintiffs and Class Members’ reliance was reasonable, as they had no
26 way of discerning that learning the facts that Defendants had concealed or failed to
27 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
28 deception on their own.

1 3531. Defendants actively concealed and suppressed these material facts, in
2 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
3 to avoid costly recalls that would expose them to liability for those expenses and
4 harm the commercial reputations of Defendants and their products. They did so at
5 the expense of Plaintiffs and Class Members.

6 3532. If Defendants had fully and adequately disclosed the Theft Prone
7 Defect to consumers, Plaintiffs and Class Members would have seen such a
8 disclosure.

9 3533. Through their omissions and concealment with respect to the Theft
10 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
11 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
12 otherwise would not have purchased, or pay more for a Class Vehicle than they
13 otherwise would have paid.

14 3534. Had Plaintiffs and Class Members known of the Theft Prone Defect
15 within the Class Vehicles, they would not have purchased the Class Vehicles or
16 would have paid less for them.

17 3535. As a direct and proximate result of Defendants' omissions, Plaintiffs
18 and other Class Members either overpaid for the Class Vehicles or would not have
19 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
20 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
21 damages in an amount to be proven at trial.

22 3536. Defendants' acts were done maliciously, oppressively, deliberately,
23 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
24 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
25 an assessment of punitive damages, as permitted by law, in an amount sufficient to
26 deter such conduct in the future, which amount shall be determined according to
27 proof at trial.
28

d. New Jersey Count 4: Unjust Enrichment Against All Defendants

3537. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

3538. Plaintiffs bring this count under New Jersey law, individually and on behalf of the other members of the Hyundai New Jersey Class, against HMA and HMC.

3539. Plaintiffs bring this count under New Jersey law, individually and on behalf of the other members of the Kia New Jersey Class, against KA and KC.

3540. For purposes of this count, members of the Hyundai New Jersey Class and Kia New Jersey Class shall be referred to as “Class Members.”

3541. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

3542. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

3543. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

3544. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

1 3545. Plaintiffs and Class Members are entitled to restitution of the benefits
2 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
3 Class Members to the position they occupied prior to dealing with those
4 Defendants, with such amounts to be determined at trial.

5 3546. Plaintiffs plead this claim separately as well as in the alternative to
6 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
7 for damages are dismissed or judgment is entered on them in favor of Defendants,
8 Plaintiffs will have no adequate legal remedy.

9 **30. New Mexico**

10 **a. New Mexico Count 1: Breach of Implied Warranty (N.M.**
11 **Stat. §§ 55-2-314 and 55-2A-212) Against HMA and KA**

12 3547. Plaintiffs reallege and incorporate by reference all preceding
13 allegations as though fully set forth herein.

14 3548. Plaintiffs bring this count individually and on behalf of the other
15 members of the Hyundai New Mexico Class, against HMA.

16 3549. Plaintiffs bring this count individually and on behalf of the other
17 members of the Kia New Mexico Class, against KA.

18 3550. For purposes of this count, the Hyundai New Mexico Class Members
19 and Kia New Mexico Class Members shall be referred to as "Class Members."

20 3551. For purposes of this count, HMA and KA shall be referred to as
21 "Defendants."

22 3552. Defendants were at all relevant times "merchants" with respect to
23 motor vehicles under N.M. Stat. § 55-2-104(1) and "sellers" of motor vehicles
24 under § 55-2-103(1)(d).

25 3553. With respect to leases, Defendants are and were at all relevant times
26 "lessors" of motor vehicles under N.M. Stat. § 55-2A-103(1)(p).

27 3554. The Class Vehicles are and were at all relevant times "goods" within
28 the meaning of N.M. Stat. §§ 55-2-105(1) and 55-2A-103(1)(h).

1 3555. A warranty that the Class Vehicles were in merchantable condition and
2 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
3 to N.M. Stat. §§ 55-2- 314 and 55-2A-212.

4 3556. Defendants knew or had reason to know of the specific use for which
5 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
6 Class Members with an implied warranty that the Class Vehicles and any parts
7 thereof were merchantable and fit for the ordinary purposes for which they were
8 sold. This implied warranty included, among other things, a warranty that the Class
9 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
10 safe and reliable for providing transportation, would not be vulnerable to an
11 abnormally high risk of theft, and complied with applicable federal and state laws
12 and regulations, including FMVSS 114.

13 3557. However, the Class Vehicles did not comply with the implied warranty
14 of merchantability because they were defective and not in merchantable condition,
15 would not pass without objection in the trade, and were not fit for their ordinary
16 purpose of providing reasonably reliable, safe, and secure transportation at the time
17 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
18 Prone Defect, lacking any anti-theft features or design elements to provide an
19 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
20 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
21 vulnerable to theft, making them prime targets to be used as instrumentalities
22 through which thieves engage in reckless driving or other criminal activity.

23 3558. Any attempt by Defendants to disclaim or limit the implied warranty
24 of merchantability for their respective Class Vehicles vis-à-vis consumers is
25 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
26 are unenforceable because Defendants knowingly sold or leased defective Class
27 Vehicles without informing consumers about the Theft Prone Defect. The time
28 limits contained in Defendants' warranty periods were also unconscionable and

1 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
2 and Class Members had no meaningful choice in determining these time
3 limitations, the terms of which unreasonably favored Defendants. A gross disparity
4 in bargaining power existed between Defendants and Plaintiffs and other Class
5 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
6 sale.

7 3559. Furthermore, the circumstances described herein caused Defendants'
8 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
9 Class Members may seek alternative remedies. Indeed, these breaches of warranties
10 have denied Plaintiffs and Class Members the benefit of their respective bargains,
11 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
12 manner without the ever-present risk of them being stolen.

13 3560. Plaintiffs and Class Members have provided Defendants with
14 reasonable notice and opportunity to cure the breaches of their implied warranties
15 by way of the numerous complaints filed against them and the individual notice
16 letters sent by Class Members within a reasonable amount of time after the Theft
17 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
18 2022, Class Members sent notice letters to them.

19 3561. Alternatively, Plaintiffs and the Class Members were excused from
20 providing Defendants with notice and an opportunity to cure the breach, because it
21 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
22 have long known that the Class Vehicles contained the Theft Prone Defect;
23 however, to date, Defendants have not instituted an adequate and meaningful repair
24 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
25 had no reason to believe that Defendants would have adequately repaired the Theft
26 Prone Defect if they presented their Class Vehicles to them for repair.

27 3562. As a direct and proximate result of Defendants' breach of the implied
28 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were

1 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
2 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
3 amount to be proven at trial.

4 **b. New Mexico Count 2: Violation of the New Mexico Unfair**
5 **Practices Act (N.M. Stat. Ann. §§ 57-12-1, *et seq.*) Against**
6 **All Defendants**

7 3563. Plaintiffs reallege and incorporate by reference all preceding
8 allegations as though fully set forth herein.

9 3564. Plaintiffs bring this count individually and on behalf of the other
10 members of the Hyundai New Mexico Class, against HMA and HMC.

11 3565. Plaintiffs bring this count individually and on behalf of the other
12 members of the Kia New Mexico Class, against KA and KC.

13 3566. For purposes of this count, the Hyundai New Mexico Class Members
14 and Kia New Mexico Class Members shall be referred to as “Class Members.”

15 3567. Defendants, Plaintiffs, and Class Members are “persons” within the
16 meaning of N.M. Stat. Ann. § 57-12-2.

17 3568. Defendants are engaged in “trade” or “commerce” within the meaning
18 of N.M. Stat. Ann. § 57-12-2.

19 3569. The New Mexico Unfair Trade Practices Act (“NM UTPA”) makes
20 unlawful any “[u]nfair methods or deceptive trade practices and unconscionable
21 trade practices [.]” N.M. Stat. Ann. § 57-12-3.

22 3570. In the course of their business, Defendants through their agents,
23 employees, and/or subsidiaries, violated the NM UTPA by knowingly and
24 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
25 material facts regarding the quality, reliability, and safety of the Class Vehicles and
26 the Theft Prone Defect, as detailed above.

27 3571. Defendants had an ongoing duty to the Plaintiffs and Class Members
28 to refrain from unfair or deceptive practices under the NM UTPA in the course of
their business. Specifically, Defendants owed the Plaintiffs and Class Members a

1 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
2 Vehicles because, as detailed above:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 3572. As detailed above, the information concerning the Theft Prone Defect
25 was known to Defendants at the time of advertising and selling the Class Vehicles,
26 all of which was intended to induce consumers to purchase the Class Vehicles.

27 3573. By misrepresenting the Class Vehicles as safe and reliable and free
28 from defects, and by failing to disclose and actively concealing the dangers and risk

1 posed by the Theft Prone Defect, Defendants engaged in one or more of the
2 following unfair or deceptive business practices or unconscionable trade practices
3 prohibited by N.M. Stat. Ann. § 57-12-3:

- 4 a. Causing likelihood of confusion or of misunderstanding as to the
5 approval or certification of the Class Vehicles;
- 6 b. Representing that the Class Vehicles have approval, characteristics,
7 uses, or benefits that they do not have;
- 8 c. Representing that the Class Vehicles are of a particular standard,
9 quality, and grade when they are not;
- 10 d. Taking advantage of the lack of knowledge, ability, experience, or
11 capacity of a person to grossly unfair degree; and
- 12 e. Resulting in a gross disparity between the value received by a person
13 and the price paid.

14 N.M. Stat. Ann. § 57-12-2(D)(2), (5), (7); N.M. Stat. Ann. § 570-12-2(E)(1)-(2).

15 3574. Defendants intended for Plaintiffs and Class Members to rely on them
16 to provide adequately designed Class Vehicles, and to honestly and accurately
17 reveal the safety hazards described above.

18 3575. Defendants' unfair or deceptive acts or practices were designed to
19 mislead and had a tendency or capacity to mislead and create a false impression in
20 consumers that the Class Vehicles had adequate anti-theft protection, and that the
21 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
22 misrepresentations, concealments, omissions, and suppressions of material facts did
23 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
24 about the true safety and reliability of Class Vehicles, the quality of the Class
25 Vehicles, and the true value of the Class Vehicles.

26 3576. Defendants' misrepresentations, omissions, and concealment of
27 material facts regarding the Theft Prone Defect and true characteristics of the Class
28 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase

1 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
2 were exposed to those misrepresentations, concealments, omissions, and
3 suppressions of material facts, and relied on Defendants' misrepresentations that the
4 Class Vehicles were safe and reliable in deciding to purchase and lease Class
5 Vehicles.

6 3577. Plaintiffs' and Class Members' reliance was reasonable, as they had no
7 way of discerning Defendants' representations were false and misleading, or
8 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
9 alleged above. Plaintiffs and Class Members did not, and could not, unravel
10 Defendants' deception on their own.

11 3578. Had they known the truth about the Theft Prone Defect, Plaintiffs and
12 Class Members would not have purchased or leased the Class Vehicles, or would
13 have paid significantly less for them.

14 3579. Plaintiffs and Class Members suffered ascertainable losses and actual
15 damages as a direct and proximate result of Defendants' concealment,
16 misrepresentations, and/or failure to disclose material information.

17 3580. Defendants' violations present a continuing risk to Plaintiffs and Class
18 Members, as well as to the general public, because the Class Vehicles remain
19 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
20 complained of herein affect the public interest.

21 3581. Pursuant to N.M. Stat. Ann. § 57-12-10, Plaintiffs and Class Members
22 seek an order enjoining Defendants' unfair or deceptive acts or practices and
23 awarding damages and any other just and proper relief available under the NM
24 UTPA.

25 **c. New Mexico Count 3: Fraud by Omission and Concealment**
26 **Against All Defendants**

27 3582. Plaintiffs reallege and incorporate by reference all preceding
28 allegations as though fully set forth herein.

1 3583. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai New Mexico Class, against HMA and HMC.

3 3584. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia New Mexico Class, against KA and KC.

5 3585. For purposes of this count, the Hyundai New Mexico Class Members
6 and Kia New Mexico Class Members shall be referred to as “Class Members.”

7 3586. Defendants were aware of the Theft Prone Defect when they marketed
8 and sold the Class Vehicles to Plaintiffs and Class Members.

9 3587. Having been aware of the Theft Prone Defect within the Class
10 Vehicles, and having known that Plaintiffs and Class Members could not have
11 reasonably been expected to know of the Theft Prone Defect, Defendants had a
12 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
13 connection with the sale of the Class Vehicles. Defendants further had a duty to
14 disclose the Theft Prone Defect because:

- 15 a. Defendants had exclusive access to and far superior knowledge about
16 facts regarding the Theft Prone Defect and Defendants knew these
17 facts were not known to or reasonably discoverable by Plaintiffs or
18 Class Members;
- 19 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
20 and Class Members lack the sophisticated expertise in vehicle
21 components that would be necessary to discover the Theft Prone
22 Defect on their own;
- 23 c. Defendants knew that the Theft Prone Defect gave rise to safety
24 concerns for the consumers who use the Class Vehicles, and the Theft
25 Prone Defect would have been a material fact to the Class Members’
26 decisions to buy or lease Class Vehicles; and
- 27 d. Defendants made incomplete representations about the safety and
28 reliability of the Class Vehicles while purposefully withholding

1 material facts about a known safety defect. In uniform advertising and
2 materials provided with each Class Vehicle, HMA, and KA
3 intentionally concealed, suppressed, and failed to disclose to the
4 consumers that the Class Vehicles contained the Theft Prone Defect.
5 Because they volunteered to provide information about the Class
6 Vehicles that they marketed and offered for sale and lease to
7 consumers, HMA and KA had the duty to disclose the whole truth.

8 3588. In breach of their duties, Defendants failed to disclose the Theft Prone
9 Defect to Plaintiffs and Class Members in connection with the sale of the Class
10 Vehicles.

11 3589. For the reasons set forth above, the Theft Prone Defect within the
12 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
13 person would find it important in purchasing, leasing, or retaining a new or used
14 motor vehicle and because it directly impacts the value of the Class Vehicles
15 purchased or leased by the Plaintiffs and Class Members.

16 3590. Defendants intended for the Plaintiffs and Class Members to rely on
17 their omissions and concealment—which they did by purchasing and leasing the
18 Class Vehicles at the prices they paid believing that their vehicles would not have a
19 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
20 Vehicles.

21 3591. Plaintiffs and Class Members' reliance was reasonable, as they had no
22 way of discerning that learning the facts that Defendants had concealed or failed to
23 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
24 deception on their own.

25 3592. Defendants actively concealed and suppressed these material facts, in
26 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
27 to avoid costly recalls that would expose them to liability for those expenses and
28

1 harm the commercial reputations of Defendants and their products. They did so at
2 the expense of Plaintiffs and Class Members.

3 3593. If Defendants had fully and adequately disclosed the Theft Prone
4 Defect to consumers, Plaintiffs and Class Members would have seen such a
5 disclosure.

6 3594. Through their omissions and concealment with respect to the Theft
7 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
8 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
9 otherwise would not have purchased, or pay more for a Class Vehicle than they
10 otherwise would have paid.

11 3595. Had Plaintiffs and Class Members known of the Theft Prone Defect
12 within the Class Vehicles, they would not have purchased the Class Vehicles or
13 would have paid less for them.

14 3596. As a direct and proximate result of Defendants' omissions, Plaintiffs
15 and other Class Members either overpaid for the Class Vehicles or would not have
16 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
17 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
18 damages in an amount to be proven at trial.

19 3597. Defendants' acts were done maliciously, oppressively, deliberately,
20 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
21 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
22 an assessment of punitive damages, as permitted by law, in an amount sufficient to
23 deter such conduct in the future, which amount shall be determined according to
24 proof at trial.

25 **d. New Mexico Count 4: Unjust Enrichment Against All**
26 **Defendants**

27 3598. Plaintiffs reallege and incorporate by reference all allegations in
28 Sections I-VI as if fully set forth herein.

1 3599. Plaintiffs bring this count under New Mexico law, individually and on
2 behalf of the other members of the Hyundai New Mexico Class, against HMA and
3 HMC.

4 3600. Plaintiffs bring this count under New Mexico law, individually and on
5 behalf of the other members of the Kia New Mexico Class, against KA and KC.

6 3601. For purposes of this count, members of the Hyundai New Mexico
7 Class and Kia New Mexico Class shall be referred to as “Class Members.”

8 3602. When they purchased and leased the Class Vehicles, Plaintiffs and
9 Class Members conferred tangible and material economic benefits upon
10 Defendants, who readily accepted and retained these benefits.

11 3603. Plaintiffs and Class Members would not have purchased or leased their
12 Class Vehicles, or would have paid less for them, had they known of the Theft
13 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
14 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
15 and Class Members.

16 3604. Defendants appreciated these economic benefits. These benefits were
17 the expected result of Defendants acting in their pecuniary interest at the expense of
18 their customers. They knew of these benefits because they were aware of the Theft
19 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
20 and Class Members regarding the nature and quality of the Class Vehicles while
21 profiting from this deception.

22 3605. It would be unjust, inequitable, and unconscionable for Defendants to
23 retain these benefits, including because they were procured as a result of their
24 wrongful conduct alleged above.

25 3606. Plaintiffs and Class Members are entitled to restitution of the benefits
26 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
27 Class Members to the position they occupied prior to dealing with those
28 Defendants, with such amounts to be determined at trial.

1 3607. Plaintiffs plead this claim separately as well as in the alternative to
2 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
3 for damages are dismissed or judgment is entered on them in favor of Defendants,
4 Plaintiffs will have no adequate legal remedy.

5 **31. New York**

6 **a. New York Count 1: Violation of New York General Business**
7 **Law § 349 (N.Y. Gen. Bus. Law § 349) Against All**
8 **Defendants**

9 3608. Plaintiffs reallege and incorporate by reference all preceding
10 allegations as though fully set forth herein.

11 3609. Plaintiffs bring this count individually and on behalf of the other
12 members of the Hyundai New York Class, against HMA and HMC.

13 3610. Plaintiffs bring this count individually and on behalf of the other
14 members of the Kia New York Class, against KA and KC.

15 3611. For purposes of this count, the Hyundai New York Class Members and
16 Kia New York Class Members together shall be referred to as "Class Members."

17 3612. Plaintiffs and Class Members are "persons" within the meaning of
18 N.Y. Gen. Bus. Law § 349(h).

19 3613. Defendants are each a "person," "firm," "corporation," or
20 "association" within the meaning of N.Y. Gen. Bus. Law § 349.

21 3614. The New York Deceptive Acts and Practices Act ("New York
22 DAPA") prohibits "[d]eceptive acts or practices in the conduct of any business,
23 trade or commerce[.]" N.Y. Gen. Bus. Law. § 349.

24 3615. In the course of their business, Defendants, through their agents,
25 employees, and/or subsidiaries, violated the New York DAPA by knowingly and
26 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
27 material facts regarding the quality, reliability, and safety of the Class Vehicles and
28 the Theft Prone Defect, as detailed above.

1 3616. Defendants had an ongoing duty to Plaintiffs and Class Members to
2 refrain from unfair or deceptive practices under the New York DAPA in the course
3 of their business. Specifically, Defendants owed the Plaintiffs and Class Members a
4 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
5 Vehicles because, as detailed above:

- 6 a. Defendants had exclusive access to and far superior knowledge about
7 facts regarding the Theft Prone Defect and Defendants knew these
8 facts were not known to or reasonably discoverable by Plaintiffs or
9 Class Members;
- 10 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
11 and Class Members lack the sophisticated expertise in vehicle
12 components that would be necessary to discover the Theft Prone
13 Defect on their own;
- 14 c. Defendants knew that the Theft Prone Defect gave rise to safety
15 concerns for the consumers who use the Class Vehicles, and the Theft
16 Prone Defect would have been a material fact to the Class Members'
17 decisions to buy or lease Class Vehicles;
- 18 d. HMA, HMC, KA, and KC made general affirmative representations
19 about the technological and safety innovations included with the Class
20 Vehicles without telling consumers that the Class Vehicles had the
21 Theft Prone Defect that would affect the safety, quality, and
22 performance of the Class Vehicles; and
- 23 e. Defendants made incomplete representations about the safety and
24 reliability of the Class Vehicles while purposefully withholding
25 material facts about a known safety defect. In uniform advertising and
26 materials provided with each Class Vehicle, HMA and KA
27 intentionally concealed, suppressed, and failed to disclose to the
28 consumers that the Class Vehicles contained the Theft Prone Defect.

1 Because they volunteered to provide information about the Class
2 Vehicles that they marketed and offered for sale and lease to
3 consumers, HMA and KA had the duty to disclose the whole truth.

4 3617. By misrepresenting the Class Vehicles as safe and reliable and free
5 from defects, and by failing to disclose and actively concealing the dangers and risk
6 posed by the Theft Prone Defect to both consumers and NHTSA, Defendants
7 engaged in deceptive acts or practices in the conduct of business, trade or
8 commerce, and/or in the furnishing of any service, as prohibited by N.Y. Gen. Bus.
9 Law § 349.

10 3618. Defendants intended for Plaintiffs and Class Members to rely on them
11 to provide adequately designed Class Vehicles, and to honestly and accurately
12 reveal the safety hazards described above.

13 3619. Defendants' unfair or deceptive acts or practices were designed to
14 mislead and had a tendency or capacity to mislead and create a false impression in
15 consumers that the Class Vehicles had adequate anti-theft protection, and that the
16 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
17 misrepresentations, concealments, omissions, and suppressions of material facts did
18 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
19 about the true safety and reliability of Class Vehicles, the quality of the Class
20 Vehicles, and the true value of the Class Vehicles.

21 3620. Defendants' misrepresentations, omissions, and concealment of
22 material facts regarding the Theft Prone Defect and true characteristics of the Class
23 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
24 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
25 were exposed to those misrepresentations, concealments, omissions, and
26 suppressions of material facts, and relied on Defendants' misrepresentations that the
27 Class Vehicles were safe and reliable in deciding to purchase and lease Class
28 Vehicles.

1 3621. Plaintiffs' and Class Members' reliance was reasonable, as they had no
2 way of discerning Defendants' representations were false and misleading, or
3 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
4 alleged above. Plaintiffs and Class Members did not, and could not, unravel
5 Defendants' deception on their own.

6 3622. Had they known the truth about the Theft Prone Defect, Plaintiffs and
7 Class Members would not have purchased or leased the Class Vehicles, or would
8 have paid significantly less for them.

9 3623. Plaintiffs and Class Members suffered ascertainable losses and actual
10 damages as a direct and proximate result of Defendants' concealment,
11 misrepresentations, and/or failure to disclose material information.

12 3624. Defendants' violations present a continuing risk to Plaintiffs and Class
13 Members, as well as to the general public, because the Class Vehicles remain
14 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
15 complained of herein affect the public interest.

16 3625. Pursuant to N.Y. Gen. Bus. Law § 349, Plaintiffs and Class Members
17 seek an order enjoining Defendants' unfair or deceptive acts or practices and
18 awarding damages and any other just and proper relief available under the New
19 York DAPA.

20 **b. New York Count 2: Violation of New York General Business**
21 **Law § 350 (N.Y. Gen. Bus. Law § 350) Against All**
22 **Defendants**

23 3626. Plaintiffs reallege and incorporate by reference all preceding
24 allegations as though fully set forth herein.

25 3627. Plaintiffs bring this count individually and on behalf of the other
26 members of the Hyundai New York Class, against HMA and HMC.

27 3628. Plaintiffs bring this count individually and on behalf of the other
28 members of the Kia New York Class, against KA and KC.

1 3629. For purposes of this count, the Hyundai New York Class Members and
2 Kia New York Class Members together shall be referred to as “Class Members.”

3 3630. Defendants were and are engaged in “conduct of business, trade or
4 commerce” within the meaning of N.Y. Gen. Bus. Law § 350.

5 3631. The New York False Advertising Act (“New York FAA”) prohibits
6 “[f]alse advertising in the conduct of any business, trade or commerce.” N.Y. Gen.
7 Bus. Law § 350.

8 3632. Defendants caused to be made or disseminated through New York,
9 through advertising, marketing, and other publications, statements that were untrue
10 or misleading, and which were known, or which by exercise of reasonable care
11 should have been known by them to be untrue and misleading to consumers,
12 including Plaintiffs and Class Members. Numerous examples of these statements
13 and advertisements appear in the preceding paragraphs throughout this Complaint.

14 3633. In the course of their business, Defendants, through their agents,
15 employees, and/or subsidiaries, violated the New York FAA by knowingly and
16 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
17 material facts regarding the quality, reliability, and safety of the Class Vehicles and
18 the Theft Prone Defect, as detailed above.

19 3634. Defendants had an ongoing duty to Plaintiffs and Class Members to
20 refrain from unfair or deceptive practices under the New York FAA in the course of
21 their business. Specifically, they owed Plaintiffs and Class Members a duty to
22 disclose all the material facts concerning the Theft Prone Defect in the Class
23 Vehicles because material facts concerning the Theft Prone Defect in the Class
24 Vehicles because, as detailed above:

- 25 a. Defendants had exclusive access to and far superior knowledge about
26 facts regarding the Theft Prone Defect and Defendants knew these
27 facts were not known to or reasonably discoverable by Plaintiffs or
28 Class Members;

- 1 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
2 and Class Members lack the sophisticated expertise in vehicle
3 components that would be necessary to discover the Theft Prone
4 Defect on their own;
- 5 c. Defendants knew that the Theft Prone Defect gave rise to safety
6 concerns for the consumers who use the Class Vehicles, and the Theft
7 Prone Defect would have been a material fact to the Class Members'
8 decisions to buy or lease Class Vehicles;
- 9 d. Defendants made incomplete representations about the safety and
10 reliability of the Class Vehicles while purposefully withholding
11 material facts about a known safety defect. In uniform advertising and
12 materials provided with each Class Vehicle, HMA and KA
13 intentionally concealed, suppressed, and failed to disclose to the
14 consumers that the Class Vehicles contained the Theft Prone Defect.
15 Because they volunteered to provide information about the Class
16 Vehicles that they marketed and offered for sale and lease to
17 consumers, HMA and KA had the duty to disclose the whole truth.

18 3635. By misrepresenting the Class Vehicles as safe and reliable and free
19 from defects, and by failing to disclose and actively concealing the dangers and risk
20 posed by the Theft Prone Defect to both consumers and NHTSA, Defendants
21 engaged in the false and misleading advertising practices prohibited by N.Y. Gen.
22 Bus. Law § 350.

23 3636. Defendants' unfair or deceptive acts or practices were designed to
24 mislead and had a tendency or capacity to mislead and create a false impression in
25 consumers that the Class Vehicles had adequate anti-theft protection, and that the
26 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
27 misrepresentations, concealments, omissions, and suppressions of material facts did
28 in fact deceive reasonable consumers, including Plaintiffs and Class Members,

1 about the true safety and reliability of Class Vehicles, the quality of the Class
2 Vehicles, and the true value of the Class Vehicles.

3 3637. Defendants' misrepresentations, omissions, and concealment of
4 material facts regarding the Theft Prone Defect and true characteristics of the Class
5 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
6 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
7 were exposed to those misrepresentations, concealments, omissions, and
8 suppressions of material facts, and relied on Defendants' misrepresentations that the
9 Class Vehicles were safe and reliable in deciding to purchase and lease Class
10 Vehicles.

11 3638. Plaintiffs' and Class Members' reliance was reasonable, as they had no
12 way of discerning Defendants' representations were false and misleading, or
13 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
14 alleged above. Plaintiffs and Class Members did not, and could not, unravel
15 Defendants' deception on their own.

16 3639. Had they known the truth about the Theft Prone Defect, Plaintiffs and
17 Class Members would not have purchased or leased the Class Vehicles, or would
18 have paid significantly less for them.

19 3640. Plaintiffs and Class Members suffered ascertainable losses and actual
20 damages as a direct and proximate result of Defendants' concealment,
21 misrepresentations, and/or failure to disclose material information.

22 3641. Defendants' violations present a continuing risk to Plaintiffs and Class
23 Members, as well as to the general public, because the Class Vehicles remain
24 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
25 complained of herein affect the public interest.

26 3642. Pursuant to New York FAA, Plaintiffs and Class Members seek an
27 order enjoining Defendants' false advertising practices and awarding damages and
28 any other just and proper relief available under the New York FAA.

**c. New York Count 3: Fraud by Omission and Concealment
Against All Defendants**

3643. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

3644. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai New York Class, against HMA and HMC.

3645. Plaintiffs bring this count individually and on behalf of the other members of the Kia New York Class, against KA and KC.

3646. For purposes of this count, the Hyundai New York Class Members and Kia New York Class Members shall be referred to as “Class Members.”

3647. Defendants were aware of the Theft Prone Defect when they marketed and sold the Class Vehicles to Plaintiffs and Class Members.

3648. Having been aware of the Theft Prone Defect within the Class Vehicles, and having known that Plaintiffs and Class Members could not have reasonably been expected to know of the Theft Prone Defect, Defendants had a duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in connection with the sale of the Class Vehicles. Defendants further had a duty to disclose the Theft Prone Defect because:

- a. Defendants had exclusive access to and far superior knowledge about facts regarding the Theft Prone Defect and Defendants knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members;
- b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs and Class Members lack the sophisticated expertise in vehicle components that would be necessary to discover the Theft Prone Defect on their own;
- c. Defendants knew that the Theft Prone Defect gave rise to safety concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members'
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 3649. In breach of their duties, Defendants failed to disclose the Theft Prone
13 Defect to Plaintiffs and Class Members in connection with the sale of the Class
14 Vehicles.

15 3650. For the reasons set forth above, the Theft Prone Defect within the
16 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
17 person would find it important in purchasing, leasing, or retaining a new or used
18 motor vehicle and because it directly impacts the value of the Class Vehicles
19 purchased or leased by the Plaintiffs and Class Members.

20 3651. Defendants intended for the Plaintiffs and Class Members to rely on
21 their omissions and concealment—which they did by purchasing and leasing the
22 Class Vehicles at the prices they paid believing that their vehicles would not have a
23 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
24 Vehicles.

25 3652. Plaintiffs and Class Members' reliance was reasonable, as they had no
26 way of discerning that learning the facts that Defendants had concealed or failed to
27 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
28 deception on their own.

1 3653. Defendants actively concealed and suppressed these material facts, in
2 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
3 to avoid costly recalls that would expose them to liability for those expenses and
4 harm the commercial reputations of Defendants and their products. They did so at
5 the expense of Plaintiffs and Class Members.

6 3654. If Defendants had fully and adequately disclosed the Theft Prone
7 Defect to consumers, Plaintiffs and Class Members would have seen such a
8 disclosure.

9 3655. Through their omissions and concealment with respect to the Theft
10 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
11 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
12 otherwise would not have purchased, or pay more for a Class Vehicle than they
13 otherwise would have paid.

14 3656. Had Plaintiffs and Class Members known of the Theft Prone Defect
15 within the Class Vehicles, they would not have purchased the Class Vehicles or
16 would have paid less for them.

17 3657. As a direct and proximate result of Defendants' omissions, Plaintiffs
18 and other Class Members either overpaid for the Class Vehicles or would not have
19 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
20 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
21 damages in an amount to be proven at trial.

22 3658. Defendants' acts were done maliciously, oppressively, deliberately,
23 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
24 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
25 an assessment of punitive damages, as permitted by law, in an amount sufficient to
26 deter such conduct in the future, which amount shall be determined according to
27 proof at trial.
28

d. New York Count 4: Unjust Enrichment Against All Defendants

3659. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

3660. Plaintiffs bring this count under New York law, individually and on behalf of the other members of the Hyundai New York Class, against HMA and HMC.

3661. Plaintiffs bring this count under New York law, individually and on behalf of the other members of the Kia New York Class, against KA and KC.

3662. For purposes of this count, members of the Hyundai New York Class and Kia New York Class shall be referred to as “Class Members.”

3663. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

3664. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

3665. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

3666. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

1 3667. Plaintiffs and Class Members are entitled to restitution of the benefits
2 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
3 Class Members to the position they occupied prior to dealing with those
4 Defendants, with such amounts to be determined at trial.

5 3668. Plaintiffs plead this claim separately as well as in the alternative to
6 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
7 for damages are dismissed or judgment is entered on them in favor of Defendants,
8 Plaintiffs will have no adequate legal remedy.

9 **32. North Carolina**

10 **a. North Carolina Count 1: Violation of the North Carolina**
11 **Unfair and Deceptive Trade Practices Act (N.C. Gen. Stat.**
12 **§ 75-1.1, et seq.) Against All Defendants**

13 3669. Plaintiffs reallege and incorporate by reference all preceding
14 allegations as though fully set forth herein.

15 3670. Plaintiffs bring this count individually and on behalf of the other
16 members of the Hyundai North Carolina Class, against HMA and HMC.

17 3671. Plaintiffs bring this count individually and on behalf of the other
18 members of the Kia North Carolina Class, against KA and KC.

19 3672. For purposes of this count, the Hyundai North Carolina Class
20 Members and Kia North Carolina Class Members shall be referred to as "Class
21 Members."

22 3673. Defendants were and are engaged in "commerce" within the meaning
23 of N.C. Gen. Stat. § 75-1.1(b).

24 3674. In the course of their business, Defendants, through their agents,
25 employees, and/or subsidiaries, violated the North Carolina Unfair and Deceptive
26 Trade Practices Act ("North Carolina UDTPA") by knowingly and intentionally
27 misrepresenting, omitting, concealing, and/or failing to disclose material facts
28 regarding the quality, reliability, and safety of the Class Vehicles and the Theft
Prone Defect, as detailed above.

1 3675. Defendants had an ongoing duty to Plaintiffs and Class Members to
2 refrain from unfair or deceptive practices under the North Carolina UDTPA in the
3 course of their business. Specifically, Defendants owed Plaintiffs and Class
4 Members a duty to disclose all the material facts concerning the Theft Prone Defect
5 in the Class Vehicles because, as detailed above:

- 6 a. Defendants had exclusive access to and far superior knowledge about
7 facts regarding the Theft Prone Defect and Defendants knew these
8 facts were not known to or reasonably discoverable by Plaintiffs or
9 Class Members;
- 10 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
11 and Class Members lack the sophisticated expertise in vehicle
12 components that would be necessary to discover the Theft Prone
13 Defect on their own;
- 14 c. Defendants knew that the Theft Prone Defect gave rise to safety
15 concerns for the consumers who use the Class Vehicles, and the Theft
16 Prone Defect would have been a material fact to the Class Members'
17 decisions to buy or lease Class Vehicles; and
- 18 d. Defendants made incomplete representations about the safety and
19 reliability of the Class Vehicles while purposefully withholding
20 material facts about a known safety defect. In uniform advertising and
21 materials provided with each Class Vehicle, HMA and KA
22 intentionally concealed, suppressed, and failed to disclose to the
23 consumers that the Class Vehicles contained the Theft Prone Defect.
24 Because they volunteered to provide information about the Class
25 Vehicles that they marketed and offered for sale and lease to
26 consumers, HMA and KA had the duty to disclose the whole truth.

1 3676. As detailed above, the information concerning the Theft Prone Defect
2 was known to Defendants at the time of advertising and selling the Class Vehicles,
3 all of which was intended to induce consumers to purchase the Class Vehicles.

4 3677. By misrepresenting the Class Vehicles as safe and reliable and free
5 from defects, and by failing to disclose and actively concealing the dangers and risk
6 posed by the Theft Prone Defect, Defendants engaged in unfair methods of
7 competition in or affecting commerce, and unfair or deceptive acts or practices in or
8 affecting commerce prohibited by N.C. Gen. Stat. § 75-16.

9 3678. Defendants intended for Plaintiffs and Class Members to rely on them
10 to provide adequately designed Class Vehicles, and to honestly and accurately
11 reveal the safety hazards described above.

12 3679. Defendants' unfair and deceptive acts or practices were designed to
13 mislead and had a tendency or capacity to mislead and create a false impression in
14 consumers that the Class Vehicles had adequate anti-theft protection, and that the
15 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
16 misrepresentations, concealments, omissions, and suppressions of material facts did
17 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
18 about the true safety and reliability of Class Vehicles, the quality of the Class
19 Vehicles, and the true value of the Class Vehicles.

20 3680. Defendants' misrepresentations, omissions, and concealment of
21 material facts regarding the Theft Prone Defect and true characteristics of the Class
22 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
23 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
24 were exposed to those misrepresentations, concealments, omissions, and
25 suppressions of material facts, and relied on Defendants' misrepresentations that the
26 Class Vehicles were safe and reliable in deciding to purchase and lease Class
27 Vehicles.

28

1 3681. Plaintiffs' and Class Members' reliance was reasonable, as they had no
2 way of discerning that Defendants' representations were false and misleading, or
3 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
4 alleged above. Plaintiff and Class Members did not, and could not, unravel
5 Defendants' deception on their own.

6 3682. Had Plaintiffs and Class Members known the truth about the Theft
7 Prone Defect, Plaintiffs and Class Members would not have purchased or leased the
8 Class Vehicles, or would have paid significantly less for them.

9 3683. Plaintiffs and Class Members suffered ascertainable losses and actual
10 damages as a direct and proximate result of Defendants' concealment,
11 misrepresentations, and/or failure to disclose material information.

12 3684. Defendants' violations present a continuing risk to Plaintiff and Class
13 Members, as well as to the general public, because the Class Vehicles remain
14 unsafe due to the .Theft Prone Defect. Defendants' unlawful acts and practices
15 complained of herein affect the public interest.

16 3685. Pursuant to N.C. Gen. Stat. § 75-16, Plaintiffs and Class Members
17 seek an order enjoining Defendants' unfair or deceptive acts or practices and
18 awarding damages and any other just and proper relief available under the North
19 Carolina UDTPA.

20 **b. North Carolina Count 2: Fraud by Omission and**
21 **Concealment Against All Defendants**

22 3686. Plaintiffs reallege and incorporate by reference all preceding
23 allegations as though fully set forth herein.

24 3687. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai North Carolina Class, against HMA and HMC.

26 3688. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia North Carolina Class, against KA and KC.
28

1 3689. For purposes of this count, the Hyundai North Carolina Class
2 Members and Kia North Carolina Class Members shall be referred to as “Class
3 Members.”

4 3690. Defendants were aware of the Theft Prone Defect when they marketed
5 and sold the Class Vehicles to Plaintiffs and Class Members.

6 3691. Having been aware of the Theft Prone Defect within the Class
7 Vehicles, and having known that Plaintiffs and Class Members could not have
8 reasonably been expected to know of the Theft Prone Defect, Defendants had a
9 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
10 connection with the sale of the Class Vehicles. Defendants further had a duty to
11 disclose the Theft Prone Defect because:

- 12 a. Defendants had exclusive access to and far superior knowledge about
13 facts regarding the Theft Prone Defect and Defendants knew these
14 facts were not known to or reasonably discoverable by Plaintiffs or
15 Class Members;
- 16 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
17 and Class Members lack the sophisticated expertise in vehicle
18 components that would be necessary to discover the Theft Prone
19 Defect on their own;
- 20 c. Defendants knew that the Theft Prone Defect gave rise to safety
21 concerns for the consumers who use the Class Vehicles, and the Theft
22 Prone Defect would have been a material fact to the Class Members’
23 decisions to buy or lease Class Vehicles; and
- 24 d. Defendants made incomplete representations about the safety and
25 reliability of the Class Vehicles while purposefully withholding
26 material facts about a known safety defect. In uniform advertising and
27 materials provided with each Class Vehicle, HMA, and KA
28 intentionally concealed, suppressed, and failed to disclose to the

1 consumers that the Class Vehicles contained the Theft Prone Defect.
2 Because they volunteered to provide information about the Class
3 Vehicles that they marketed and offered for sale and lease to
4 consumers, HMA and KA had the duty to disclose the whole truth.

5 3692. In breach of their duties, Defendants failed to disclose the Theft Prone
6 Defect to Plaintiffs and Class Members in connection with the sale of the Class
7 Vehicles.

8 3693. For the reasons set forth above, the Theft Prone Defect within the
9 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
10 person would find it important in purchasing, leasing, or retaining a new or used
11 motor vehicle and because it directly impacts the value of the Class Vehicles
12 purchased or leased by the Plaintiffs and Class Members.

13 3694. Defendants intended for the Plaintiffs and Class Members to rely on
14 their omissions and concealment—which they did by purchasing and leasing the
15 Class Vehicles at the prices they paid believing that their vehicles would not have a
16 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
17 Vehicles.

18 3695. Plaintiffs and Class Members' reliance was reasonable, as they had no
19 way of discerning that learning the facts that Defendants had concealed or failed to
20 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
21 deception on their own.

22 3696. Defendants actively concealed and suppressed these material facts, in
23 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
24 to avoid costly recalls that would expose them to liability for those expenses and
25 harm the commercial reputations of Defendants and their products. They did so at
26 the expense of Plaintiffs and Class Members.

1 3697. If Defendants had fully and adequately disclosed the Theft Prone
2 Defect to consumers, Plaintiffs and Class Members would have seen such a
3 disclosure.

4 3698. Through their omissions and concealment with respect to the Theft
5 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
6 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
7 otherwise would not have purchased, or pay more for a Class Vehicle than they
8 otherwise would have paid.

9 3699. Had Plaintiffs and Class Members known of the Theft Prone Defect
10 within the Class Vehicles, they would not have purchased the Class Vehicles or
11 would have paid less for them.

12 3700. As a direct and proximate result of Defendants' omissions, Plaintiffs
13 and other Class Members either overpaid for the Class Vehicles or would not have
14 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
15 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
16 damages in an amount to be proven at trial.

17 3701. Defendants' acts were done maliciously, oppressively, deliberately,
18 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
19 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
20 an assessment of punitive damages, as permitted by law, in an amount sufficient to
21 deter such conduct in the future, which amount shall be determined according to
22 proof at trial.

23 **c. North Carolina Count 3: Unjust Enrichment Against All**
24 **Defendants**

25 3702. Plaintiffs reallege and incorporate by reference all allegations in
26 Sections I-VI as if fully set forth herein.
27
28

1 3703. Plaintiffs bring this count under North Carolina law, individually and
2 on behalf of the other members of the Hyundai North Carolina Class, against HMA
3 and HMC.

4 3704. Plaintiffs bring this count under North Carolina law, individually and
5 on behalf of the other members of the Kia North Carolina Class, against KA and
6 KC.

7 3705. For purposes of this count, members of the Hyundai North Carolina
8 Class and Kia North Carolina Class shall be referred to as “Class Members.”

9 3706. When they purchased and leased the Class Vehicles, Plaintiffs and
10 Class Members conferred tangible and material economic benefits upon
11 Defendants, who readily accepted and retained these benefits.

12 3707. Plaintiffs and Class Members would not have purchased or leased their
13 Class Vehicles, or would have paid less for them, had they known of the Theft
14 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
15 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
16 and Class Members.

17 3708. Defendants appreciated these economic benefits. These benefits were
18 the expected result of Defendants acting in their pecuniary interest at the expense of
19 their customers. They knew of these benefits because they were aware of the Theft
20 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
21 and Class Members regarding the nature and quality of the Class Vehicles while
22 profiting from this deception.

23 3709. It would be unjust, inequitable, and unconscionable for Defendants to
24 retain these benefits, including because they were procured as a result of their
25 wrongful conduct alleged above.

26 3710. Plaintiffs and Class Members are entitled to restitution of the benefits
27 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
28

1 Class Members to the position they occupied prior to dealing with those
2 Defendants, with such amounts to be determined at trial.

3 3711. Plaintiffs plead this claim separately as well as in the alternative to
4 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
5 for damages are dismissed or judgment is entered on them in favor of Defendants,
6 Plaintiffs will have no adequate legal remedy.

7 **33. North Dakota**

8 **a. North Dakota Count 1: Breach of Implied Warranty (N.D.**
9 **Cent. Code §§ 41-02-31 and 41-02.1-21) Against HMA and**
10 **KA**

11 3712. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 3713. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai North Dakota Class, against HMA.

15 3714. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia North Dakota Class, against KA.

17 3715. For purposes of this count, the Hyundai North Dakota Class Members
18 and Kia North Dakota Class Members shall be referred to as "Class Members."

19 3716. For purposes of this count, HMA and KA shall be referred to as
20 "Defendants."

21 3717. Defendants were at all relevant times "merchants" with respect to
22 motor vehicles under N.D. Cent. Code § 41-02.04(3) and "sellers" of motor
23 vehicles under § 41-02-03(1)(d).

24 3718. With respect to leases, Defendants are and were at all relevant times
25 "lessors" of motor vehicles under N.D. Cent. Code § 41-02.1-03(1)(p).

26 3719. The Class Vehicles are and were at all relevant times "goods" within
27 the meaning of N.D. Cent. Code §§ 41-02-05(2) and 41-02.1-03(1)(h).5.
28

1 3720. A warranty that the Class Vehicles were in merchantable condition and
2 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
3 to N.D. Cent. Code §§ 41-02-31 and 41-02.1-21.

4 3721. Defendants knew or had reason to know of the specific use for which
5 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
6 Class Members with an implied warranty that the Class Vehicles and any parts
7 thereof were merchantable and fit for the ordinary purposes for which they were
8 sold. This implied warranty included, among other things, a warranty that the Class
9 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
10 safe and reliable for providing transportation, would not be vulnerable to an
11 abnormally high risk of theft, and complied with applicable federal and state laws
12 and regulations, including FMVSS 114.

13 3722. However, the Class Vehicles did not comply with the implied warranty
14 of merchantability because they were defective and not in merchantable condition,
15 would not pass without objection in the trade, and were not fit for their ordinary
16 purpose of providing reasonably reliable, safe, and secure transportation at the time
17 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
18 Prone Defect, lacking any anti-theft features or design elements to provide an
19 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
20 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
21 vulnerable to theft, making them prime targets to be used as instrumentalities
22 through which thieves engage in reckless driving or other criminal activity.

23 3723. Any attempt by Defendants to disclaim or limit the implied warranty
24 of merchantability for their respective Class Vehicles vis-à-vis consumers is
25 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
26 are unenforceable because Defendants knowingly sold or leased defective Class
27 Vehicles without informing consumers about the Theft Prone Defect. The time
28 limits contained in Defendants' warranty periods were also unconscionable and

1 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
2 and Class Members had no meaningful choice in determining these time
3 limitations, the terms of which unreasonably favored Defendants. A gross disparity
4 in bargaining power existed between Defendants and Plaintiffs and other Class
5 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
6 sale.

7 3724. Furthermore, the circumstances described herein caused Defendants'
8 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
9 Class Members may seek alternative remedies. Indeed, these breaches of warranties
10 have denied Plaintiffs and Class Members the benefit of their respective bargains,
11 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
12 manner without the ever-present risk of them being stolen.

13 3725. Plaintiffs and Class Members have provided Defendants with
14 reasonable notice and opportunity to cure the breaches of their implied warranties
15 by way of the numerous complaints filed against them and the individual notice
16 letters sent by Class Members within a reasonable amount of time after the Theft
17 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
18 2022, Class Members sent notice letters to them.

19 3726. Alternatively, Plaintiffs and the Class Members were excused from
20 providing Defendants with notice and an opportunity to cure the breach, because it
21 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
22 have long known that the Class Vehicles contained the Theft Prone Defect;
23 however, to date, Defendants have not instituted an adequate and meaningful repair
24 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
25 had no reason to believe that Defendants would have adequately repaired the Theft
26 Prone Defect if they presented their Class Vehicles to them for repair.

27 3727. As a direct and proximate result of Defendants' breach of the implied
28 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were

1 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
2 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
3 amount to be proven at trial.

4 **b. North Dakota Count 2: Violation of the North Dakota**
5 **Consumer Fraud Act (N.D. Cent. Code § 51-15-02, *et seq.*)**
6 **Against All Defendants**

7 3728. Plaintiffs reallege and incorporate by reference all preceding
8 allegations as though fully set forth herein.

9 3729. Plaintiffs bring this count individually and on behalf of the other
10 members of the Hyundai North Dakota Class, against HMA and HMC.

11 3730. Plaintiffs bring this count individually and on behalf of the other
12 members of the Kia North Dakota Class, against KA and KC.

13 3731. For purposes of this count, the Hyundai North Dakota Class Members
14 and Kia North Dakota Class Members shall be referred to as “Class Members.”

15 3732. Defendants, Plaintiffs and Class Members are “persons” within the
16 meaning of N.D. Cent. Code § 51-15-02(4).

17 3733. Defendants are engaged in the “sale” of “merchandise” within the
18 meaning of N.D. Cent. Code § 51-15-02(3), (5).

19 3734. The North Dakota Consumer Fraud Act (“North Dakota CFA”) makes
20 unlawful “[t]he act, use, or employment by any person of any deceptive act or
21 practice, fraud, false pretense, false promise, or misrepresentation, with the intent
22 that others rely thereon in connection with the sale or advertisement of any
23 merchandise....” N.D. Cent. Code § 51-15-02.

24 3735. In the course of their business, Defendants, through their agents,
25 employees, and/or subsidiaries, violated the North Dakota CFA by knowingly and
26 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
27 material facts regarding the quality, reliability, and safety of the Class Vehicles and
28 the Theft Prone Defect, as detailed above.

1 3736. Defendants had an ongoing duty to Plaintiffs and Class Members to
2 refrain from unfair or deceptive practices under the North Dakota CFA in the
3 course of their business. Specifically, Defendants owed the Plaintiffs and Class
4 Members a duty to disclose all the material facts concerning the Theft Prone Defect
5 in the Class Vehicles because, as detailed above:

- 6 a. Defendants had exclusive access to and far superior knowledge about
7 facts regarding the Theft Prone Defect and Defendants knew these
8 facts were not known to or reasonably discoverable by Plaintiffs or
9 Class Members;
- 10 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
11 and Class Members lack the sophisticated expertise in vehicle
12 components that would be necessary to discover the Theft Prone
13 Defect on their own;
- 14 c. Defendants knew that the Theft Prone Defect gave rise to safety
15 concerns for the consumers who use the Class Vehicles, and the Theft
16 Prone Defect would have been a material fact to the Class Members'
17 decisions to buy or lease Class Vehicles; and
- 18 d. Defendants made incomplete representations about the safety and
19 reliability of the Class Vehicles while purposefully withholding
20 material facts about a known safety defect. In uniform advertising and
21 materials provided with each Class Vehicle, HMA and KA
22 intentionally concealed, suppressed, and failed to disclose to the
23 consumers that the Class Vehicles contained the Theft Prone Defect.
24 Because they volunteered to provide information about the Class
25 Vehicles that they marketed and offered for sale and lease to
26 consumers, HMA and KA had the duty to disclose the whole truth.

1 3737. As detailed above, the information concerning the Theft Prone Defect
2 was known to Defendants at the time of advertising and selling the Class Vehicles,
3 all of which was intended to induce consumers to purchase the Class Vehicles.

4 3738. By misrepresenting the Class Vehicles as safe and reliable and free
5 from defects, and by failing to disclose and actively concealing the dangers and risk
6 posed by the Theft Prone Defect, Defendants engaged in one or more of the
7 following unfair or deceptive business practices prohibited by the N.D. Cent. Code
8 § 51-15-02: using or employing deception, fraud, false pretense, false promise or
9 misrepresentation, with intent that others rely thereon, in connection with the
10 advertisement and sale/lease of the Class Vehicles, whether or not any person has in
11 fact been misled, deceived or damaged thereby.

12 3739. Defendants intended for Plaintiffs and Class Members to rely on them
13 to provide adequately designed Class Vehicles, and to honestly and accurately
14 reveal the safety hazards described above.

15 3740. Defendants' unfair and deceptive acts or practices were designed to
16 mislead and had a tendency or capacity to mislead and create a false impression in
17 consumers that the Class Vehicles had adequate anti-theft protection, and that the
18 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
19 misrepresentations, concealments, omissions, and suppressions of material facts did
20 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
21 about the true safety and reliability of Class Vehicles, the quality of the Class
22 Vehicles, and the true value of the Class Vehicles.

23 3741. Defendants' misrepresentations, omissions, and concealment of
24 material facts regarding the Theft Prone Defect and true characteristics of the Class
25 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
26 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
27 were exposed to those misrepresentations, concealments, omissions, and
28 suppressions of material facts, and relied on Defendants' misrepresentations that the

1 Class Vehicles were safe and reliable in deciding to purchase and lease Class
2 Vehicles.

3 3742. Plaintiffs' and Class Members' reliance was reasonable, as they had no
4 way of discerning that Defendants' representations were false and misleading, or
5 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
6 alleged above. Plaintiff and Class Members did not, and could not, unravel
7 Defendants' deception on their own.

8 3743. Had Plaintiffs and Class Members known the truth about the Theft
9 Prone Defect, Plaintiffs and Class Members would not have purchased or leased the
10 Class Vehicles, or would have paid significantly less for them.

11 3744. Plaintiffs and Class Members suffered ascertainable losses and actual
12 damages as a direct and proximate result of Defendants' concealment,
13 misrepresentations, and/or failure to disclose material information.

14 3745. Defendants' violations present a continuing risk to Plaintiff and Class
15 Members, as well as to the general public, because the Class Vehicles remain
16 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
17 complained of herein affect the public interest.

18 3746. Pursuant to N.D. Cent. Code Ann. §§ 51-15-07 and 51-15-09,
19 Plaintiffs and Class Members seek an order enjoining Defendants' unfair and/or
20 deceptive acts or practices, and awarding damages and any other just and proper
21 relief available under the North Dakota CFA.

22 **c. North Dakota Count 3: Fraud by Omission and**
23 **Concealment Against All Defendants**

24 3747. Plaintiffs reallege and incorporate by reference all preceding
25 allegations as though fully set forth herein.

26 3748. Plaintiffs bring this count individually and on behalf of the other
27 members of the Hyundai North Dakota Class, against HMA and HMC.
28

1 3749. Plaintiffs bring this count individually and on behalf of the other
2 members of the Kia North Dakota Class, against KA and KC.

3 3750. For purposes of this count, the Hyundai North Dakota Class Members
4 and Kia North Dakota Class Members shall be referred to as “Class Members.”

5 3751. Defendants were aware of the Theft Prone Defect when they marketed
6 and sold the Class Vehicles to Plaintiffs and Class Members.

7 3752. Having been aware of the Theft Prone Defect within the Class
8 Vehicles, and having known that Plaintiffs and Class Members could not have
9 reasonably been expected to know of the Theft Prone Defect, Defendants had a
10 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
11 connection with the sale of the Class Vehicles. Defendants further had a duty to
12 disclose the Theft Prone Defect because:

- 13 a. Defendants had exclusive access to and far superior knowledge about
14 facts regarding the Theft Prone Defect and Defendants knew these
15 facts were not known to or reasonably discoverable by Plaintiffs or
16 Class Members;
- 17 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
18 and Class Members lack the sophisticated expertise in vehicle
19 components that would be necessary to discover the Theft Prone
20 Defect on their own;
- 21 c. Defendants knew that the Theft Prone Defect gave rise to safety
22 concerns for the consumers who use the Class Vehicles, and the Theft
23 Prone Defect would have been a material fact to the Class Members’
24 decisions to buy or lease Class Vehicles; and
- 25 d. Defendants made incomplete representations about the safety and
26 reliability of the Class Vehicles while purposefully withholding
27 material facts about a known safety defect. In uniform advertising and
28 materials provided with each Class Vehicle, HMA, and KA

1 intentionally concealed, suppressed, and failed to disclose to the
2 consumers that the Class Vehicles contained the Theft Prone Defect.
3 Because they volunteered to provide information about the Class
4 Vehicles that they marketed and offered for sale and lease to
5 consumers, HMA and KA had the duty to disclose the whole truth.

6 3753. In breach of their duties, Defendants failed to disclose the Theft Prone
7 Defect to Plaintiffs and Class Members in connection with the sale of the Class
8 Vehicles.

9 3754. For the reasons set forth above, the Theft Prone Defect within the
10 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
11 person would find it important in purchasing, leasing, or retaining a new or used
12 motor vehicle and because it directly impacts the value of the Class Vehicles
13 purchased or leased by the Plaintiffs and Class Members.

14 3755. Defendants intended for the Plaintiffs and Class Members to rely on
15 their omissions and concealment—which they did by purchasing and leasing the
16 Class Vehicles at the prices they paid believing that their vehicles would not have a
17 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
18 Vehicles.

19 3756. Plaintiffs and Class Members' reliance was reasonable, as they had no
20 way of discerning that learning the facts that Defendants had concealed or failed to
21 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
22 deception on their own.

23 3757. Defendants actively concealed and suppressed these material facts, in
24 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
25 to avoid costly recalls that would expose them to liability for those expenses and
26 harm the commercial reputations of Defendants and their products. They did so at
27 the expense of Plaintiffs and Class Members.
28

1 3758. If Defendants had fully and adequately disclosed the Theft Prone
2 Defect to consumers, Plaintiffs and Class Members would have seen such a
3 disclosure.

4 3759. Through their omissions and concealment with respect to the Theft
5 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
6 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
7 otherwise would not have purchased, or pay more for a Class Vehicle than they
8 otherwise would have paid.

9 3760. Had Plaintiffs and Class Members known of the Theft Prone Defect
10 within the Class Vehicles, they would not have purchased the Class Vehicles or
11 would have paid less for them.

12 3761. As a direct and proximate result of Defendants' omissions, Plaintiffs
13 and other Class Members either overpaid for the Class Vehicles or would not have
14 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
15 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
16 damages in an amount to be proven at trial.

17 3762. Defendants' acts were done maliciously, oppressively, deliberately,
18 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
19 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
20 an assessment of punitive damages, as permitted by law, in an amount sufficient to
21 deter such conduct in the future, which amount shall be determined according to
22 proof at trial.

23 **d. North Dakota Count 4: Unjust Enrichment Against All**
24 **Defendants**

25 3763. Plaintiffs reallege and incorporate by reference all allegations in
26 Sections I-VI as if fully set forth herein.
27
28

1 3764. Plaintiffs bring this count under North Dakota law, individually and on
2 behalf of the other members of the Hyundai North Dakota Class, against HMA and
3 HMC.

4 3765. Plaintiffs bring this count under North Dakota law, individually and on
5 behalf of the other members of the Kia North Dakota Class, against KA and KC.

6 3766. For purposes of this count, members of the Hyundai North Dakota
7 Class and Kia North Dakota Class shall be referred to as “Class Members.”

8 3767. When they purchased and leased the Class Vehicles, Plaintiffs and
9 Class Members conferred tangible and material economic benefits upon
10 Defendants, who readily accepted and retained these benefits.

11 3768. Plaintiffs and Class Members would not have purchased or leased their
12 Class Vehicles, or would have paid less for them, had they known of the Theft
13 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
14 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
15 and Class Members.

16 3769. Defendants appreciated these economic benefits. These benefits were
17 the expected result of Defendants acting in their pecuniary interest at the expense of
18 their customers. They knew of these benefits because they were aware of the Theft
19 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
20 and Class Members regarding the nature and quality of the Class Vehicles while
21 profiting from this deception.

22 3770. It would be unjust, inequitable, and unconscionable for Defendants to
23 retain these benefits, including because they were procured as a result of their
24 wrongful conduct alleged above.

25 3771. Plaintiffs and Class Members are entitled to restitution of the benefits
26 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
27 Class Members to the position they occupied prior to dealing with those
28 Defendants, with such amounts to be determined at trial.

1 3772. Plaintiffs plead this claim separately as well as in the alternative to
2 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
3 for damages are dismissed or judgment is entered on them in favor of Defendants,
4 Plaintiffs will have no adequate legal remedy.

5 **34. Ohio**

6 **a. Ohio Count 1: Breach of Implied Warranty (Ohio Rev. Code**
7 **Ann. §§ 1302.27 and 1310.19) Against HMA and KA**

8 3773. Plaintiffs reallege and incorporate by reference all preceding
9 allegations as though fully set forth herein.

10 3774. Plaintiffs bring this count individually and on behalf of the other
11 members of the Hyundai Ohio Class, against HMA.

12 3775. Plaintiffs bring this count individually and on behalf of the other
13 members of the Kia Ohio Class, against KA.

14 3776. For purposes of this count, the Hyundai Ohio Class Members and Kia
15 Ohio Class Members shall be referred to as "Class Members."

16 3777. For purposes of this count, HMA and KA shall be referred to as
17 "Defendants."

18 3778. Defendants were at all relevant times "merchants" with respect to
19 motor vehicles under Ohio Rev. Code §§ 1302.01(5) and 1310.01(A)(20), and
20 "sellers" of motor vehicles under § 1302.01(4).

21 3779. With respect to leases, Defendants are and were at all relevant times
22 "lessors" of motor vehicles under Ohio Rev. Code § 1310.01(A)(20).

23 3780. The Class Vehicles are and were at all relevant times "goods" within
24 the meaning of Ohio Rev. Code §§ 1302.01(8) and 1310.01(A)(8).

25 3781. A warranty that the Class Vehicles were in merchantable condition and
26 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
27 to Ohio Rev. Code §§ 1302.27 and 1310.19.
28

1 3782. Defendants knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
3 Class Members with an implied warranty that the Class Vehicles and any parts
4 thereof were merchantable and fit for the ordinary purposes for which they were
5 sold. This implied warranty included, among other things, a warranty that the Class
6 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
7 safe and reliable for providing transportation, would not be vulnerable to an
8 abnormally high risk of theft, and complied with applicable federal and state laws
9 and regulations, including FMVSS 114.

10 3783. However, the Class Vehicles did not comply with the implied warranty
11 of merchantability because they were defective and not in merchantable condition,
12 would not pass without objection in the trade, and were not fit for their ordinary
13 purpose of providing reasonably reliable, safe, and secure transportation at the time
14 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
15 Prone Defect, lacking any anti-theft features or design elements to provide an
16 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
17 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
18 vulnerable to theft, making them prime targets to be used as instrumentalities
19 through which thieves engage in reckless driving or other criminal activity.

20 3784. Any attempt by Defendants to disclaim or limit the implied warranty
21 of merchantability for their respective Class Vehicles vis-à-vis consumers is
22 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
23 are unenforceable because Defendants knowingly sold or leased defective Class
24 Vehicles without informing consumers about the Theft Prone Defect. The time
25 limits contained in Defendants' warranty periods were also unconscionable and
26 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
27 and Class Members had no meaningful choice in determining these time
28 limitations, the terms of which unreasonably favored Defendants. A gross disparity

1 in bargaining power existed between Defendants and Plaintiffs and other Class
2 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
3 sale.

4 3785. Furthermore, the circumstances described herein caused Defendants'
5 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
6 Class Members may seek alternative remedies. Indeed, these breaches of warranties
7 have denied Plaintiffs and Class Members the benefit of their respective bargains,
8 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
9 manner without the ever-present risk of them being stolen.

10 3786. Plaintiffs and Class Members have provided Defendants with
11 reasonable notice and opportunity to cure the breaches of their implied warranties
12 by way of the numerous complaints filed against them and the individual notice
13 letters sent by Class Members within a reasonable amount of time after the Theft
14 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
15 2022, Class Members sent notice letters to them.

16 3787. Alternatively, Plaintiffs and the Class Members were excused from
17 providing Defendants with notice and an opportunity to cure the breach, because it
18 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
19 have long known that the Class Vehicles contained the Theft Prone Defect;
20 however, to date, Defendants have not instituted an adequate and meaningful repair
21 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
22 had no reason to believe that Defendants would have adequately repaired the Theft
23 Prone Defect if they presented their Class Vehicles to them for repair.

24 3788. As a direct and proximate result of Defendants' breach of the implied
25 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
26 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
27 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
28 amount to be proven at trial.

b. Ohio Count 2: Violation of Ohio Consumer Sales Practices Act (Ohio Rev. Code §§ 1345.01, *et seq.*) Against All Defendants

3789. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

3790. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Ohio Class, against HMA.

3791. Plaintiffs bring this count individually and on behalf of the other members of the Kia Ohio Class, against KA.

3792. For purposes of this count, the Hyundai Ohio Class Members and Kia Ohio Class Members together shall be referred to as “Class Members.”

3793. Defendants, Plaintiffs, and the Class Members are “persons” within the meaning of Ohio Rev. Code § 1345.01(B). Defendants are so “supplier[s]” as defined by Ohio Rev. Code § 1345.01(C).

3794. Plaintiff and the Ohio State Class Members are “consumers” within the meaning of Ohio Rev. Code § 1345.01(D), and their purchase and leases of the Class Vehicles are “consumer transactions” within the meaning of Ohio Rev. Code § 1345.01(A).

3795. The Ohio Consumer Sales Practices Act (“Ohio CSPA”) prohibits unfair or deceptive acts or practices in connection with a consumer transaction. Ohio Rev. Code § 1345.02.

3796. In the course of their business, Defendants, through their agents, employees, and/or subsidiaries, violated the Ohio CSPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the quality, reliability, and safety of the Class Vehicles and the Theft Prone Defect, as detailed above.

3797. Defendants had an ongoing duty to Plaintiffs and Class Members to refrain from unfair or deceptive practices under the Ohio CSPA in the course of their business. Specifically, Defendants owed the Plaintiffs and Class Members a

1 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
2 Vehicles because, as detailed above:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 3798. As detailed above, the information concerning the Theft Prone Defect
25 was known to Defendants at the time of advertising and selling the Class Vehicles,
26 all of which was intended to induce consumers to purchase the Class Vehicles.

27 3799. By misrepresenting the Class Vehicles as safe and reliable and free
28 from defects, and by failing to disclose and actively concealing the dangers and risk

posed by the Theft Prone Defect, Defendants engaged in one or more of the following unfair or deceptive business practices in violation of the Ohio DTPA:

- a. Representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; and
- b. Representing that the Class Vehicles are of a particular standard, quality, and grade when they are not.

Ohio Rev. Code § 1345.02.

3800. Defendants intended for Plaintiffs and Class Members to rely on them to provide adequately designed Class Vehicles, and to honestly and accurately reveal the safety hazards described above.

3801. Defendants' unfair or deceptive acts or practices were designed to mislead and had a tendency or capacity to mislead and create a false impression in consumers that the Class Vehicles had adequate anti-theft protection, and that the Class Vehicles were not affected by the Theft Prone Defect. Indeed, those misrepresentations, concealments, omissions, and suppressions of material facts did in fact deceive reasonable consumers, including Plaintiffs and Class Members, about the true safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class Vehicles.

3802. Defendants' misrepresentations, omissions, and concealment of material facts regarding the Theft Prone Defect and true characteristics of the Class Vehicles were material to the decisions of Plaintiffs and Class Members to purchase and lease those vehicles, as Defendants intended. Plaintiffs and Class Members were exposed to those misrepresentations, concealments, omissions, and suppressions of material facts, and relied on Defendants' misrepresentations that the Class Vehicles were safe and reliable in deciding to purchase and lease Class Vehicles.

3803. Plaintiffs' and Class Members' reliance was reasonable, as they had no way of discerning Defendants' representations were false and misleading, or

1 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
2 alleged above. Plaintiffs and Class Members did not, and could not, unravel
3 Defendants' deception on their own.

4 3804. Had they known the truth about the Theft Prone Defect, Plaintiffs and
5 Class Members would not have purchased or leased the Class Vehicles, or would
6 have paid significantly less for them.

7 3805. Plaintiffs and Class Members suffered ascertainable losses and actual
8 damages as a direct and proximate result of Defendants' concealment,
9 misrepresentations, and/or failure to disclose material information.

10 3806. Defendants' violations present a continuing risk to Plaintiffs and Class
11 Members, as well as to the general public, because the Class Vehicles remain
12 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
13 complained of herein affect the public interest.

14 3807. Pursuant to Ohio Rev. Code § 1345.09, Plaintiff and the Ohio State
15 Class seek an order enjoining Defendants' unfair and/or deceptive acts or practices,
16 and awarding damages, punitive damages, and any other just and proper relief
17 available under the Ohio CSPA.

18 **c. Ohio Count 3: Violation of the Ohio Deceptive Trade**
19 **Practices Act (Ohio Rev. Code § 4165.01, *et seq.*) Against All**
20 **Defendants**

21 3808. Plaintiffs reallege and incorporate by reference all preceding
22 allegations as though fully set forth herein.

23 3809. Plaintiffs bring this count individually and on behalf of the other
24 members of the Hyundai Ohio Class, against HMA.

25 3810. Plaintiffs bring this count individually and on behalf of the other
26 members of the Kia Ohio Class, against KA.

27 3811. For purposes of this count, the Hyundai Ohio Class Members and Kia
28 Ohio Class Members together shall be referred to as "Class Members."

1 3812. Defendants, Plaintiffs, and the Class Members are “persons” within the
2 meaning of Ohio Rev. Code § 4165.01(D).

3 3813. Defendants are engaged in “the course of [their] business” within the
4 meaning of Ohio Rev. Code § 4165.02(A).

5 3814. The Ohio Deceptive Trade Practices Act (“Ohio DTPA”) makes
6 unlawful deceptive trade practices. Ohio Rev. Code § 4165.02(A).

7 3815. In the course of their business, Defendants, through their agents,
8 employees, and/or subsidiaries, violated the Ohio DTPA by knowingly and
9 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
10 material facts regarding the quality, reliability, and safety of the Class Vehicles and
11 the Theft Prone Defect, as detailed above.

12 3816. Defendants had an ongoing duty to Plaintiffs and Class Members to
13 refrain from unfair or deceptive practices under the Ohio DTPA in the course of
14 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
15 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
16 Vehicles because, as detailed above:

- 17 a. Defendants had exclusive access to and far superior knowledge about
18 facts regarding the Theft Prone Defect and Defendants knew these
19 facts were not known to or reasonably discoverable by Plaintiffs or
20 Class Members;
- 21 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
22 and Class Members lack the sophisticated expertise in vehicle
23 components that would be necessary to discover the Theft Prone
24 Defect on their own;
- 25 c. Defendants knew that the Theft Prone Defect gave rise to safety
26 concerns for the consumers who use the Class Vehicles, and the Theft
27 Prone Defect would have been a material fact to the Class Members’
28 decisions to buy or lease Class Vehicles; and

1 d. Defendants made incomplete representations about the safety and
2 reliability of the Class Vehicles while purposefully withholding
3 material facts about a known safety defect. In uniform advertising and
4 materials provided with each Class Vehicle, HMA and KA
5 intentionally concealed, suppressed, and failed to disclose to the
6 consumers that the Class Vehicles contained the Theft Prone Defect.
7 Because they volunteered to provide information about the Class
8 Vehicles that they marketed and offered for sale and lease to
9 consumers, HMA and KA had the duty to disclose the whole truth.

10 3817. As detailed above, the information concerning the Theft Prone Defect
11 was known to Defendants at the time of advertising and selling the Class Vehicles,
12 all of which was intended to induce consumers to purchase the Class Vehicles.

13 3818. By misrepresenting the Class Vehicles as safe and reliable and free
14 from defects, and by failing to disclose and actively concealing the dangers and risk
15 posed by the Theft Prone Defect, Defendants engaged in one or more of the
16 following unfair or deceptive business practices in violation of the Ohio DTPA:

- 17 a. Causing likelihood of confusion or of misunderstanding as to the
18 approval or certification of the Class Vehicles;
19 b. Representing that the Class Vehicles have characteristics, uses,
20 benefits, and qualities which they do not have;
21 c. Representing that the Class Vehicles are of a particular standard,
22 quality, and grade when they are not; and
23 d. Advertising the Class Vehicles with the intent not to sell or lease them
24 as advertised.

25 Ohio Rev. Code § 4165.02(A).

26 3819. Defendants intended for Plaintiffs and Class Members to rely on them
27 to provide adequately designed Class Vehicles, and to honestly and accurately
28 reveal the safety hazards described above.

1 3820. Defendants' unfair or deceptive acts or practices were designed to
2 mislead and had a tendency or capacity to mislead and create a false impression in
3 consumers that the Class Vehicles had adequate anti-theft protection, and that the
4 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
5 misrepresentations, concealments, omissions, and suppressions of material facts did
6 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
7 about the true safety and reliability of Class Vehicles, the quality of the Class
8 Vehicles, and the true value of the Class Vehicles.

9 3821. Defendants' misrepresentations, omissions, and concealment of
10 material facts regarding the Theft Prone Defect and true characteristics of the Class
11 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
12 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
13 were exposed to those misrepresentations, concealments, omissions, and
14 suppressions of material facts, and relied on Defendants' misrepresentations that the
15 Class Vehicles were safe and reliable in deciding to purchase and lease Class
16 Vehicles.

17 3822. Plaintiffs' and Class Members' reliance was reasonable, as they had no
18 way of discerning Defendants' representations were false and misleading, or
19 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
20 alleged above. Plaintiffs and Class Members did not, and could not, unravel
21 Defendants' deception on their own.

22 3823. Had they known the truth about the Theft Prone Defect, Plaintiffs and
23 Class Members would not have purchased or leased the Class Vehicles, or would
24 have paid significantly less for them.

25 3824. Plaintiffs and Class Members suffered ascertainable losses and actual
26 damages as a direct and proximate result of Defendants' concealment,
27 misrepresentations, and/or failure to disclose material information.
28

1 3825. Defendants' violations present a continuing risk to Plaintiffs and Class
2 Members, as well as to the general public, because the Class Vehicles remain
3 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
4 complained of herein affect the public interest.

5 3826. Pursuant to Ohio Rev. Code §§ 2727.02 and 4165.03, Plaintiff and the
6 Ohio State Class seek an order enjoining Defendants' unfair and/or deceptive acts
7 or practices, and awarding damages, punitive damages, and any other just and
8 proper relief available under the Ohio DTPA.

9 **d. Ohio Count 4: Fraud by Omission and Concealment Against**
10 **All Defendants**

11 3827. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 3828. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Ohio Class, against HMA and HMC.

15 3829. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Ohio Class, against KA and KC.

17 3830. For purposes of this count, the Hyundai Ohio Class Members and Kia
18 Ohio Class Members shall be referred to as "Class Members."

19 3831. Defendants were aware of the Theft Prone Defect when they marketed
20 and sold the Class Vehicles to Plaintiffs and Class Members.

21 3832. Having been aware of the Theft Prone Defect within the Class
22 Vehicles, and having known that Plaintiffs and Class Members could not have
23 reasonably been expected to know of the Theft Prone Defect, Defendants had a
24 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
25 connection with the sale of the Class Vehicles. Defendants further had a duty to
26 disclose the Theft Prone Defect because:

- 27 a. Defendants had exclusive access to and far superior knowledge about
28 facts regarding the Theft Prone Defect and Defendants knew these

1 facts were not known to or reasonably discoverable by Plaintiffs or
2 Class Members;

3 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
4 and Class Members lack the sophisticated expertise in vehicle
5 components that would be necessary to discover the Theft Prone
6 Defect on their own;

7 c. Defendants knew that the Theft Prone Defect gave rise to safety
8 concerns for the consumers who use the Class Vehicles, and the Theft
9 Prone Defect would have been a material fact to the Class Members'
10 decisions to buy or lease Class Vehicles; and

11 d. Defendants made incomplete representations about the safety and
12 reliability of the Class Vehicles while purposefully withholding
13 material facts about a known safety defect. In uniform advertising and
14 materials provided with each Class Vehicle, HMA, and KA
15 intentionally concealed, suppressed, and failed to disclose to the
16 consumers that the Class Vehicles contained the Theft Prone Defect.
17 Because they volunteered to provide information about the Class
18 Vehicles that they marketed and offered for sale and lease to
19 consumers, HMA and KA had the duty to disclose the whole truth.

20 3833. In breach of their duties, Defendants failed to disclose the Theft Prone
21 Defect to Plaintiffs and Class Members in connection with the sale of the Class
22 Vehicles.

23 3834. For the reasons set forth above, the Theft Prone Defect within the
24 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
25 person would find it important in purchasing, leasing, or retaining a new or used
26 motor vehicle and because it directly impacts the value of the Class Vehicles
27 purchased or leased by the Plaintiffs and Class Members.
28

1 3835. Defendants intended for the Plaintiffs and Class Members to rely on
2 their omissions and concealment—which they did by purchasing and leasing the
3 Class Vehicles at the prices they paid believing that their vehicles would not have a
4 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
5 Vehicles.

6 3836. Plaintiffs and Class Members’ reliance was reasonable, as they had no
7 way of discerning that learning the facts that Defendants had concealed or failed to
8 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
9 deception on their own.

10 3837. Defendants actively concealed and suppressed these material facts, in
11 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
12 to avoid costly recalls that would expose them to liability for those expenses and
13 harm the commercial reputations of Defendants and their products. They did so at
14 the expense of Plaintiffs and Class Members.

15 3838. If Defendants had fully and adequately disclosed the Theft Prone
16 Defect to consumers, Plaintiffs and Class Members would have seen such a
17 disclosure.

18 3839. Through their omissions and concealment with respect to the Theft
19 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
20 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
21 otherwise would not have purchased, or pay more for a Class Vehicle than they
22 otherwise would have paid.

23 3840. Had Plaintiffs and Class Members known of the Theft Prone Defect
24 within the Class Vehicles, they would not have purchased the Class Vehicles or
25 would have paid less for them.

26 3841. As a direct and proximate result of Defendants’ omissions, Plaintiffs
27 and other Class Members either overpaid for the Class Vehicles or would not have
28 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to

1 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
2 damages in an amount to be proven at trial.

3 3842. Defendants' acts were done maliciously, oppressively, deliberately,
4 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
5 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
6 an assessment of punitive damages, as permitted by law, in an amount sufficient to
7 deter such conduct in the future, which amount shall be determined according to
8 proof at trial.

9 **e. Ohio Count 5: Unjust Enrichment Against All Defendants**

10 3843. Plaintiffs reallege and incorporate by reference all allegations in
11 Sections I-VI as if fully set forth herein.

12 3844. Plaintiffs bring this count under Ohio law, individually and on behalf
13 of the other members of the Hyundai Ohio Class, against HMA and HMC.

14 3845. Plaintiffs bring this count under Ohio law, individually and on behalf
15 of the other members of the Kia Ohio Class, against KA and KC.

16 3846. For purposes of this count, members of the Hyundai Ohio Class and
17 Kia Ohio Class shall be referred to as "Class Members."

18 3847. When they purchased and leased the Class Vehicles, Plaintiffs and
19 Class Members conferred tangible and material economic benefits upon
20 Defendants, who readily accepted and retained these benefits.

21 3848. Plaintiffs and Class Members would not have purchased or leased their
22 Class Vehicles, or would have paid less for them, had they known of the Theft
23 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
24 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
25 and Class Members.

26 3849. Defendants appreciated these economic benefits. These benefits were
27 the expected result of Defendants acting in their pecuniary interest at the expense of
28 their customers. They knew of these benefits because they were aware of the Theft

1 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
2 and Class Members regarding the nature and quality of the Class Vehicles while
3 profiting from this deception.

4 3850. It would be unjust, inequitable, and unconscionable for Defendants to
5 retain these benefits, including because they were procured as a result of their
6 wrongful conduct alleged above.

7 3851. Plaintiffs and Class Members are entitled to restitution of the benefits
8 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
9 Class Members to the position they occupied prior to dealing with those
10 Defendants, with such amounts to be determined at trial.

11 3852. Plaintiffs plead this claim separately as well as in the alternative to
12 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
13 for damages are dismissed or judgment is entered on them in favor of Defendants,
14 Plaintiffs will have no adequate legal remedy.

15 **35. Oklahoma**

16 **a. Oklahoma Count 1: Breach of Implied Warranty of**
17 **Merchantability (Okla. Stat. Ann. tit. 12A, §§ 2-314 and 2A-**
18 **212) Against HMA and KA**

19 3853. Plaintiffs reallege and incorporate by reference all preceding
20 allegations as though fully set forth herein.

21 3854. Plaintiffs bring this count individually and on behalf of the other
22 members of the Hyundai Oklahoma Class, against HMA.

23 3855. Plaintiffs bring this count individually and on behalf of the other
24 members of the Kia Oklahoma Class, against KA.

25 3856. For purposes of this count, the Hyundai Oklahoma Class Members and
26 Kia Oklahoma Class Members shall be referred to as "Class Members."

27 3857. For purposes of this count, HMA and KA shall be referred to as
28 "Defendants."

1 3858. A warranty that the Class Vehicles were in merchantable condition and
2 fit for the ordinary purpose for which such goods are used is implied by law
3 pursuant to Okla. Stat. Ann. tit. 12A, §§ 2-314 and 2A-212.

4 3859. Defendants are and were at all relevant times “merchants” with respect
5 to motor vehicles under Okla. Stat. Ann. tit. 12A, §§ 2-104(1) and 2-A-103(3), and
6 “sellers” of motor vehicles under § 2-103(1)(c).

7 3860. With respect to leases, Defendants are and were at all relevant times
8 “lessors” of motor vehicles under Okla. Stat. Ann. tit. 12A, § 2A-103(1)(p).

9 3861. Class Members who purchased Class Vehicles in Oklahoma are
10 “buyers” within the meaning of Okla. Stat. Ann. tit. 12A, § 2-103(1)(a).

11 3862. Class Members who leased Class Vehicles in Oklahoma are “lessees”
12 within the meaning of Okla. Stat. Ann. tit. 12A, § 2A-103(1)(n).

13 3863. The Class Vehicles were at all relevant times “goods” within the
14 meaning of Okla. Stat. Ann. tit. 12A, §§ 2-105(1) and 2A-103(1)(h).

15 3864. Defendants knew or had reason to know of the specific use for which
16 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
17 Class Members with an implied warranty that the Class Vehicles and any parts
18 thereof were merchantable and fit for the ordinary purposes for which they were
19 sold. This implied warranty included, among other things, a warranty that the Class
20 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
21 safe and reliable for providing transportation, would not be vulnerable to an
22 abnormally high risk of theft, and complied with applicable federal and state laws
23 and regulations, including FMVSS 114.

24 3865. However, the Class Vehicles did not comply with the implied warranty
25 of merchantability because they were defective and not in merchantable condition,
26 would not pass without objection in the trade, and were not fit for their ordinary
27 purpose of providing reasonably reliable, safe, and secure transportation at the time
28 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft

1 Prone Defect, lacking any anti-theft features or design elements to provide an
2 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
3 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
4 vulnerable to theft, making them prime targets to be used as instrumentalities
5 through which thieves engage in reckless driving or other criminal activity.

6 3866. Any attempt by Defendants to disclaim or limit the implied warranty
7 of merchantability for their respective Class Vehicles vis-à-vis consumers is
8 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
9 are unenforceable because Defendants knowingly sold or leased defective Class
10 Vehicles without informing consumers about the Theft Prone Defect. The time
11 limits contained in Defendants' warranty periods were also unconscionable and
12 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
13 and Class Members had no meaningful choice in determining these time
14 limitations, the terms of which unreasonably favored Defendants. A gross disparity
15 in bargaining power existed between Defendants and Plaintiffs and other Class
16 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
17 sale.

18 3867. Furthermore, the circumstances described herein caused Defendants'
19 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
20 Class Members may seek alternative remedies. Indeed, these breaches of warranties
21 have denied Plaintiffs and Class Members the benefit of their respective bargains,
22 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
23 manner without the ever-present risk of them being stolen.

24 3868. Plaintiffs and Class Members have provided Defendants with
25 reasonable notice and opportunity to cure the breaches of their implied warranties
26 by way of the numerous complaints filed against them and the individual notice
27 letters sent by Class Members within a reasonable amount of time after the Theft
28

1 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
2 2022, Class Members sent notice letters to them.

3 3869. Alternatively, Plaintiffs and the Class Members were excused from
4 providing Defendants with notice and an opportunity to cure the breach, because it
5 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
6 have long known that the Class Vehicles contained the Theft Prone Defect;
7 however, to date, Defendants have not instituted an adequate and meaningful repair
8 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
9 had no reason to believe that Defendants would have adequately repaired the Theft
10 Prone Defect if they presented their Class Vehicles to them for repair.

11 3870. As a direct and proximate result of Defendants' breach of the implied
12 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
13 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
14 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
15 amount to be proven at trial.

16 **b. Oklahoma Count 2: Violation of the Oklahoma Consumer**
17 **Protection Act (Okla. Stat. Ann. tit. 15, § 751, et seq.)**
Against All Defendants

18 3871. Plaintiffs reallege and incorporate by reference all preceding
19 allegations as though fully set forth herein.

20 3872. Plaintiffs bring this count individually and on behalf of the other
21 members of the Hyundai Oklahoma Class, against HMA and HMC.

22 3873. Plaintiffs bring this count individually and on behalf of the other
23 members of the Kia Oklahoma Class, against KA and KC.

24 3874. For purposes of this count, the Hyundai Oklahoma Class Members and
25 Kia Oklahoma Class Members shall be referred to as "Class Members."

26 3875. Defendants, the Oklahoma Plaintiff, and the Oklahoma State Class
27 Members are "persons" within the meaning of Okla. Stat. tit. 15, § 752(1).
28

1 3876. Defendants are and were engaged in “consumer transactions” within
2 the meaning of Okla. Stat. tit. 15, § 752(2).

3 3877. The Class Vehicles are “merchandise” within the meaning of Okla.
4 Stat. tit. 15, § 752(7).

5 3878. The Oklahoma Consumer Protection Act (“Oklahoma CPA”) prohibits
6 deceptive and unfair trade practices.

7 3879. In the course of their business, Defendants through their agents,
8 employees, and/or subsidiaries, violated the Oklahoma CPA by knowingly and
9 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
10 material facts regarding the quality, reliability, and safety of the Class Vehicles and
11 the Theft Prone Defect, as detailed above.

12 3880. Defendants had an ongoing duty to Plaintiffs and Class Members to
13 refrain from unfair or deceptive practices under the Oklahoma CPA in the course of
14 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
15 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
16 Vehicles because, as detailed above:

- 17 a. Defendants had exclusive access to and far superior knowledge about
18 facts regarding the Theft Prone Defect and Defendants knew these
19 facts were not known to or reasonably discoverable by Plaintiffs or
20 Class Members;
- 21 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
22 and Class Members lack the sophisticated expertise in vehicle
23 components that would be necessary to discover the Theft Prone
24 Defect on their own;
- 25 c. Defendants knew that the Theft Prone Defect gave rise to safety
26 concerns for the consumers who use the Class Vehicles, and the Theft
27 Prone Defect would have been a material fact to the Class Members’
28 decisions to buy or lease Class Vehicles; and

1 d. Defendants made incomplete representations about the safety and
2 reliability of the Class Vehicles while purposefully withholding
3 material facts about a known safety defect. In uniform advertising and
4 materials provided with each Class Vehicle, HMA, and KA
5 intentionally concealed, suppressed, and failed to disclose to the
6 consumers that the Class Vehicles contained the Theft Prone Defect.
7 Because they volunteered to provide information about the Class
8 Vehicles that they marketed and offered for sale and lease to
9 consumers, HMA and KA had the duty to disclose the whole truth.

10 3881. As detailed above, the information concerning the Theft Prone Defect
11 was known to Defendants at the time of advertising and selling the Class Vehicles,
12 all of which was intended to induce consumers to purchase the Class Vehicles.

13 3882. By misrepresenting the Class Vehicles as safe and reliable and by
14 failing to disclose and actively concealing the dangers and risk posed by the Theft
15 Prone Defect, Defendants engaged in one or more of the following unfair or
16 deceptive business practices prohibited by Okla. Stat. tit. 15, § 753:

- 17 a. Representing that the Class Vehicles are approved and certified as safe
18 and reliable;
- 19 b. Representing that the Class Vehicles are of a particular standard,
20 quality, and grade when they are not;
- 21 c. Advertising the Class Vehicles as safe and free from defects, with the
22 intent not to sell or lease them as advertised; and
- 23 d. Engaging in the immoral, unethical, oppressive, unscrupulous, or
24 substantially injurious to consumers described above, which offends
25 established public policy.

26 Okla. Stat. tit. 15, §§ 753(5), (7), (8), and (20).
27
28

1 3883. Defendants intended for Plaintiffs and Class Members to rely on them
2 to provide adequately designed Class Vehicles, and to honestly and accurately
3 reveal the safety hazards described above.

4 3884. Defendants' unfair or deceptive acts or practices were designed to
5 mislead and had a tendency or capacity to mislead and create a false impression in
6 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
7 Vehicles were not affected by the Theft Prone Defect. Indeed, those
8 misrepresentations, concealments, omissions, and suppressions of material facts did
9 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
10 about the true safety and reliability of Class Vehicles, the quality of the Class
11 Vehicles, and the true value of the Class Vehicles.

12 3885. Defendants' misrepresentations, omissions, and concealment of
13 material facts regarding the Theft Prone Defect and true characteristics of the Class
14 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
15 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
16 were exposed to those misrepresentations, concealments, omissions, and
17 suppressions of material facts, and relied on Defendants' misrepresentations that the
18 Class Vehicles were safe and reliable in deciding to purchase and lease Class
19 Vehicles.

20 3886. Plaintiffs' and Class Members' reliance was reasonable, as they had no
21 way of discerning Defendants' representations were false and misleading, or
22 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
23 alleged above. Plaintiffs and Class Members did not, and could not, unravel
24 Defendants' deception on their own.

25 3887. Had they known the truth about the Theft Prone Defect, Plaintiffs and
26 Class Members would not have purchased or leased the Class Vehicles, or would
27 have paid significantly less for them.
28

1 3888. Plaintiffs and Class Members suffered ascertainable losses and actual
2 damages as a direct and proximate result of Defendants' concealment,
3 misrepresentations, and/or failure to disclose material information.

4 3889. Defendants' violations present a continuing risk to Plaintiffs and Class
5 Members, as well as to the general public, because the Class Vehicles remain
6 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
7 complained of herein affect the public interest.

8 3890. Pursuant to Okla. Stat. tit. 15, § 761.1, Plaintiffs and Class Members
9 seek an order enjoining Defendants' unfair or deceptive acts or practices and
10 awarding damages and any other just and proper relief available under the
11 Oklahoma CPA.

12 **c. Oklahoma Count 3: Fraud by Omission and Concealment**
13 **Against All Defendants**

14 3891. Plaintiffs reallege and incorporate by reference all preceding
15 allegations as though fully set forth herein.

16 3892. Plaintiffs bring this count individually and on behalf of the other
17 members of the Hyundai Oklahoma Class, against HMA and HMC.

18 3893. Plaintiffs bring this count individually and on behalf of the other
19 members of the Kia Oklahoma Class, against KA and KC.

20 3894. For purposes of this count, the Hyundai Oklahoma Class Members and
21 Kia Oklahoma Class Members shall be referred to as "Class Members."

22 3895. Defendants were aware of the Theft Prone Defect when they marketed
23 and sold the Class Vehicles to Plaintiffs and Class Members.

24 3896. Having been aware of the Theft Prone Defect within the Class
25 Vehicles, and having known that Plaintiffs and Class Members could not have
26 reasonably been expected to know of the Theft Prone Defect, Defendants had a
27 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
28

1 connection with the sale of the Class Vehicles. Defendants further had a duty to
2 disclose the Theft Prone Defect because:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 3897. In breach of their duties, Defendants failed to disclose the Theft Prone
25 Defect to Plaintiffs and Class Members in connection with the sale of the Class
26 Vehicles.

27 3898. For the reasons set forth above, the Theft Prone Defect within the
28 Class Vehicles is material to the sale of the Class Vehicles because a reasonable

1 person would find it important in purchasing, leasing, or retaining a new or used
2 motor vehicle and because it directly impacts the value of the Class Vehicles
3 purchased or leased by the Plaintiffs and Class Members.

4 3899. Defendants intended for the Plaintiffs and Class Members to rely on
5 their omissions and concealment—which they did by purchasing and leasing the
6 Class Vehicles at the prices they paid believing that their vehicles would not have a
7 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
8 Vehicles.

9 3900. Plaintiffs and Class Members' reliance was reasonable, as they had no
10 way of discerning that learning the facts that Defendants had concealed or failed to
11 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
12 deception on their own.

13 3901. Defendants actively concealed and suppressed these material facts, in
14 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
15 to avoid costly recalls that would expose them to liability for those expenses and
16 harm the commercial reputations of Defendants and their products. They did so at
17 the expense of Plaintiffs and Class Members.

18 3902. If Defendants had fully and adequately disclosed the Theft Prone
19 Defect to consumers, Plaintiffs and Class Members would have seen such a
20 disclosure.

21 3903. Through their omissions and concealment with respect to the Theft
22 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
23 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
24 otherwise would not have purchased, or pay more for a Class Vehicle than they
25 otherwise would have paid.

26 3904. Had Plaintiffs and Class Members known of the Theft Prone Defect
27 within the Class Vehicles, they would not have purchased the Class Vehicles or
28 would have paid less for them.

1 3905. As a direct and proximate result of Defendants' omissions, Plaintiffs
2 and other Class Members either overpaid for the Class Vehicles or would not have
3 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
4 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
5 damages in an amount to be proven at trial.

6 3906. Defendants' acts were done maliciously, oppressively, deliberately,
7 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
8 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
9 an assessment of punitive damages, as permitted by law, in an amount sufficient to
10 deter such conduct in the future, which amount shall be determined according to
11 proof at trial.

12 **d. Oklahoma Count 4: Unjust Enrichment Against All**
13 **Defendants**

14 3907. Plaintiffs reallege and incorporate by reference all allegations in
15 Sections I-VI as if fully set forth herein.

16 3908. Plaintiffs bring this count under Oklahoma law, individually and on
17 behalf of the other members of the Hyundai Oklahoma Class, against HMA and
18 HMC.

19 3909. Plaintiffs bring this count under Oklahoma law, individually and on
20 behalf of the other members of the Kia Oklahoma Class, against KA and KC.

21 3910. For purposes of this count, members of the Hyundai Oklahoma Class
22 and Kia Oklahoma Class shall be referred to as "Class Members."

23 3911. When they purchased and leased the Class Vehicles, Plaintiffs and
24 Class Members conferred tangible and material economic benefits upon
25 Defendants, who readily accepted and retained these benefits.

26 3912. Plaintiffs and Class Members would not have purchased or leased their
27 Class Vehicles, or would have paid less for them, had they known of the Theft
28 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from

1 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
2 and Class Members.

3 3913. Defendants appreciated these economic benefits. These benefits were
4 the expected result of Defendants acting in their pecuniary interest at the expense of
5 their customers. They knew of these benefits because they were aware of the Theft
6 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
7 and Class Members regarding the nature and quality of the Class Vehicles while
8 profiting from this deception.

9 3914. It would be unjust, inequitable, and unconscionable for Defendants to
10 retain these benefits, including because they were procured as a result of their
11 wrongful conduct alleged above.

12 3915. Plaintiffs and Class Members are entitled to restitution of the benefits
13 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
14 Class Members to the position they occupied prior to dealing with those
15 Defendants, with such amounts to be determined at trial.

16 3916. Plaintiffs plead this claim separately as well as in the alternative to
17 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
18 for damages are dismissed or judgment is entered on them in favor of Defendants,
19 Plaintiffs will have no adequate legal remedy.

20 **36. Oregon**

21 **a. Oregon Count 1: Breach of Implied Warranty (Or. Rev.**
22 **Stat. § 72.3140 and 72A.2120) Against HMA and KA**

23 3917. Plaintiffs reallege and incorporate by reference all preceding
24 allegations as though fully set forth herein.

25 3918. Plaintiffs bring this count individually and on behalf of the other
26 members of the Hyundai Oregon Class, against HMA.

27 3919. Plaintiffs bring this count individually and on behalf of the other
28 members of the Kia Oregon Class, against KA.

1 3920. For purposes of this count, the Hyundai Oregon Class Members and
2 Kia Oregon Class Members shall be referred to as “Class Members.”

3 3921. For purposes of this count, HMA and KA shall be referred to as
4 “Defendants.”

5 3922. Defendants are and were at all relevant times “merchants” with respect
6 to motor vehicles under Or. Rev. Stat. §§ 72.1040(1) and 72A.1030(1)(t), and
7 “sellers” of motor vehicles under § 72.1030(1)(d).

8 3923. With respect to leases, Defendants are and were at all relevant times
9 “lessors” of motor vehicles under Or. Rev. Stat. § 72A.1030(1)(p).

10 3924. The Class Vehicles are and were at all relevant times “goods” within
11 the meaning of Or. Rev. Stat. §§ 72.1050(1) and 72A.1030(1)(h).

12 3925. A warranty that the Class Vehicles were in merchantable condition and
13 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
14 to Or. Rev. Stat. §§ 72.3140 and 72A-2120.

15 3926. Defendants knew or had reason to know of the specific use for which
16 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
17 Class Members with an implied warranty that the Class Vehicles and any parts
18 thereof were merchantable and fit for the ordinary purposes for which they were
19 sold. This implied warranty included, among other things, a warranty that the Class
20 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
21 safe and reliable for providing transportation, would not be vulnerable to an
22 abnormally high risk of theft, and complied with applicable federal and state laws
23 and regulations, including FMVSS 114.

24 3927. However, the Class Vehicles did not comply with the implied warranty
25 of merchantability because they were defective and not in merchantable condition,
26 would not pass without objection in the trade, and were not fit for their ordinary
27 purpose of providing reasonably reliable, safe, and secure transportation at the time
28 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft

1 Prone Defect, lacking any anti-theft features or design elements to provide an
2 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
3 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
4 vulnerable to theft, making them prime targets to be used as instrumentalities
5 through which thieves engage in reckless driving or other criminal activity.

6 3928. Any attempt by Defendants to disclaim or limit the implied warranty
7 of merchantability for their respective Class Vehicles vis-à-vis consumers is
8 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
9 are unenforceable because Defendants knowingly sold or leased defective Class
10 Vehicles without informing consumers about the Theft Prone Defect. The time
11 limits contained in Defendants' warranty periods were also unconscionable and
12 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
13 and Class Members had no meaningful choice in determining these time
14 limitations, the terms of which unreasonably favored Defendants. A gross disparity
15 in bargaining power existed between Defendants and Plaintiffs and other Class
16 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
17 sale.

18 3929. Furthermore, the circumstances described herein caused Defendants'
19 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
20 Class Members may seek alternative remedies. Indeed, these breaches of warranties
21 have denied Plaintiffs and Class Members the benefit of their respective bargains,
22 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
23 manner without the ever-present risk of them being stolen.

24 3930. Plaintiffs and Class Members have provided Defendants with
25 reasonable notice and opportunity to cure the breaches of their implied warranties
26 by way of the numerous complaints filed against them and the individual notice
27 letters sent by Class Members within a reasonable amount of time after the Theft
28

1 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
2 2022, Class Members sent notice letters to them.

3 3931. Alternatively, Plaintiffs and the Class Members were excused from
4 providing Defendants with notice and an opportunity to cure the breach, because it
5 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
6 have long known that the Class Vehicles contained the Theft Prone Defect;
7 however, to date, Defendants have not instituted an adequate and meaningful repair
8 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
9 had no reason to believe that Defendants would have adequately repaired the Theft
10 Prone Defect if they presented their Class Vehicles to them for repair.

11 3932. As a direct and proximate result of Defendants' breach of the implied
12 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
13 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
14 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
15 amount to be proven at trial.

16 **b. Oregon Count 2: Violation of the Oregon Unlawful Trade**
17 **Practices Act (Or. Rev. Stat. §§ 646.605, et seq.) Against All**
18 **Defendants**

19 3933. Plaintiffs reallege and incorporate by reference all preceding
20 allegations as though fully set forth herein.

21 3934. Plaintiffs bring this count individually and on behalf of the other
22 members of the Hyundai Oregon Class, against HMA and HMC.

23 3935. Plaintiffs bring this count individually and on behalf of the other
24 members of the Kia Oregon Class, against KA and KC.

25 3936. For purposes of this count, the Hyundai Oregon Class Members and
26 Kia Oregon Class Members shall be referred to as "Class Members."

27 3937. Defendants, Plaintiffs, and Class Members are "persons" within the
28 meaning of Or. Rev. Stat. § 646.605(4).

1 3938. Defendants are engaged in “trade” and “commerce” within the
2 meaning of Or. Rev. Stat. § 646.605(8).

3 3939. The Oregon Unfair Trade Practices Act (“Oregon UTPA”) prohibits
4 unlawful practice in the course of business. Or. Rev. Stat. § 646.608(1).

5 3940. In the course of their business, Defendants through their agents,
6 employees, and/or subsidiaries, violated the Oregon UTPA by knowingly and
7 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
8 material facts regarding the quality, reliability, and safety of the Class Vehicles and
9 the Theft Prone Defect, as detailed above.

10 3941. Defendants had an ongoing duty to the Plaintiffs and Class Members
11 to refrain from unfair or deceptive practices under the Oregon UTPA in the course
12 of their business. Specifically, Defendants owed the Plaintiffs and Class Members a
13 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
14 Vehicles because, as detailed above:

- 15 a. Defendants had exclusive access to and far superior knowledge about
16 facts regarding the Theft Prone Defect and Defendants knew these
17 facts were not known to or reasonably discoverable by Plaintiffs or
18 Class Members;
- 19 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
20 and Class Members lack the sophisticated expertise in vehicle
21 components that would be necessary to discover the Theft Prone
22 Defect on their own;
- 23 c. Defendants knew that the Theft Prone Defect gave rise to safety
24 concerns for the consumers who use the Class Vehicles, and the Theft
25 Prone Defect would have been a material fact to the Class Members’
26 decisions to buy or lease Class Vehicles; and
- 27 d. Defendants made incomplete representations about the safety and
28 reliability of the Class Vehicles while purposefully withholding

1 material facts about a known safety defect. In uniform advertising and
2 materials provided with each Class Vehicle, HMA and KA
3 intentionally concealed, suppressed, and failed to disclose to the
4 consumers that the Class Vehicles contained the Theft Prone Defect.
5 Because they volunteered to provide information about the Class
6 Vehicles that they marketed and offered for sale and lease to
7 consumers, HMA and KA had the duty to disclose the whole truth.

8 3942. As detailed above, the information concerning the Theft Prone Defect
9 was known to Defendants at the time of advertising and selling the Class Vehicles,
10 all of which was intended to induce consumers to purchase the Class Vehicles.

11 3943. By misrepresenting the Class Vehicles as safe and reliable and free
12 from defects, and by failing to disclose and actively concealing the dangers and risk
13 posed by the Theft Prone Defect, Defendants engaged in one or more of the
14 following unfair or deceptive business practices prohibited by Or. Rev. Stat.
15 § 646.608(1):

- 16 a. Causing likelihood of confusion or of misunderstanding as to the
17 approval or certification of the Class Vehicles;
- 18 b. Representing that the Class Vehicles have approval, characteristics,
19 uses, or benefits that they do not have;
- 20 c. Representing that the Class Vehicles are of a particular standard,
21 quality, and grade when they are not; and/or
- 22 d. Advertising the Class Vehicles with the intent not to sell or lease them
23 as advertised.

24 Or. Rev. Stat. § 646.608(1)(b), (e), (g), (i),

25 3944. Defendants intended for Plaintiffs and Class Members to rely on them
26 to provide adequately designed Class Vehicles, and to honestly and accurately
27 reveal the safety hazards described above.

1 3945. Defendants' unfair or deceptive acts or practices were designed to
2 mislead and had a tendency or capacity to mislead and create a false impression in
3 consumers that the Class Vehicles had adequate anti-theft protection, and that the
4 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
5 misrepresentations, concealments, omissions, and suppressions of material facts did
6 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
7 about the true safety and reliability of Class Vehicles, the quality of the Class
8 Vehicles, and the true value of the Class Vehicles.

9 3946. Defendants' misrepresentations, omissions, and concealment of
10 material facts regarding the Theft Prone Defect and true characteristics of the Class
11 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
12 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
13 were exposed to those misrepresentations, concealments, omissions, and
14 suppressions of material facts, and relied on Defendants' misrepresentations that the
15 Class Vehicles were safe and reliable in deciding to purchase and lease Class
16 Vehicles.

17 3947. Plaintiffs' and Class Members' reliance was reasonable, as they had no
18 way of discerning Defendants' representations were false and misleading, or
19 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
20 alleged above. Plaintiffs and Class Members did not, and could not, unravel
21 Defendants' deception on their own.

22 3948. Had they known the truth about the Theft Prone Defect, Plaintiffs and
23 Class Members would not have purchased or leased the Class Vehicles, or would
24 have paid significantly less for them.

25 3949. Plaintiffs and Class Members suffered ascertainable losses and actual
26 damages as a direct and proximate result of Defendants' concealment,
27 misrepresentations, and/or failure to disclose material information.
28

1 3950. Defendants' violations present a continuing risk to Plaintiffs and Class
2 Members, as well as to the general public, because the Class Vehicles remain
3 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
4 complained of herein affect the public interest.

5 3951. Pursuant to Or. Re. Stat. § 646.638, Plaintiffs and Class Members seek
6 an order enjoining Defendants' unfair or deceptive acts or practices and awarding
7 damages and any other just and proper relief available under the Oregon UTPA.

8 **c. Oregon Count 3: Fraud by Omission and Concealment**
9 **Against All Defendants**

10 3952. Plaintiffs reallege and incorporate by reference all preceding
11 allegations as though fully set forth herein.

12 3953. Plaintiffs bring this count individually and on behalf of the other
13 members of the Hyundai Oregon Class, against HMA and HMC.

14 3954. Plaintiffs bring this count individually and on behalf of the other
15 members of the Kia Oregon Class, against KA and KC.

16 3955. For purposes of this count, the Hyundai Oregon Class Members and
17 Kia Oregon Class Members shall be referred to as "Class Members."

18 3956. Defendants were aware of the Theft Prone Defect when they marketed
19 and sold the Class Vehicles to Plaintiffs and Class Members.

20 3957. Having been aware of the Theft Prone Defect within the Class
21 Vehicles, and having known that Plaintiffs and Class Members could not have
22 reasonably been expected to know of the Theft Prone Defect, Defendants had a
23 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
24 connection with the sale of the Class Vehicles. Defendants further had a duty to
25 disclose the Theft Prone Defect because:

- 26 a. Defendants had exclusive access to and far superior knowledge about
27 facts regarding the Theft Prone Defect and Defendants knew these
28 facts were not known to or reasonably discoverable by Plaintiffs or

1 Class Members;

2 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
3 and Class Members lack the sophisticated expertise in vehicle
4 components that would be necessary to discover the Theft Prone
5 Defect on their own;

6 c. Defendants knew that the Theft Prone Defect gave rise to safety
7 concerns for the consumers who use the Class Vehicles, and the Theft
8 Prone Defect would have been a material fact to the Class Members'
9 decisions to buy or lease Class Vehicles; and

10 d. Defendants made incomplete representations about the safety and
11 reliability of the Class Vehicles while purposefully withholding
12 material facts about a known safety defect. In uniform advertising and
13 materials provided with each Class Vehicle, HMA, and KA
14 intentionally concealed, suppressed, and failed to disclose to the
15 consumers that the Class Vehicles contained the Theft Prone Defect.
16 Because they volunteered to provide information about the Class
17 Vehicles that they marketed and offered for sale and lease to
18 consumers, HMA and KA had the duty to disclose the whole truth.

19 3958. In breach of their duties, Defendants failed to disclose the Theft Prone
20 Defect to Plaintiffs and Class Members in connection with the sale of the Class
21 Vehicles.

22 3959. For the reasons set forth above, the Theft Prone Defect within the
23 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
24 person would find it important in purchasing, leasing, or retaining a new or used
25 motor vehicle and because it directly impacts the value of the Class Vehicles
26 purchased or leased by the Plaintiffs and Class Members.

27 3960. Defendants intended for the Plaintiffs and Class Members to rely on
28 their omissions and concealment—which they did by purchasing and leasing the

1 Class Vehicles at the prices they paid believing that their vehicles would not have a
2 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
3 Vehicles.

4 3961. Plaintiffs and Class Members' reliance was reasonable, as they had no
5 way of discerning that learning the facts that Defendants had concealed or failed to
6 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
7 deception on their own.

8 3962. Defendants actively concealed and suppressed these material facts, in
9 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
10 to avoid costly recalls that would expose them to liability for those expenses and
11 harm the commercial reputations of Defendants and their products. They did so at
12 the expense of Plaintiffs and Class Members.

13 3963. If Defendants had fully and adequately disclosed the Theft Prone
14 Defect to consumers, Plaintiffs and Class Members would have seen such a
15 disclosure.

16 3964. Through their omissions and concealment with respect to the Theft
17 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
18 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
19 otherwise would not have purchased, or pay more for a Class Vehicle than they
20 otherwise would have paid.

21 3965. Had Plaintiffs and Class Members known of the Theft Prone Defect
22 within the Class Vehicles, they would not have purchased the Class Vehicles or
23 would have paid less for them.

24 3966. As a direct and proximate result of Defendants' omissions, Plaintiffs
25 and other Class Members either overpaid for the Class Vehicles or would not have
26 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
27 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
28 damages in an amount to be proven at trial.

1 3967. Defendants’ acts were done maliciously, oppressively, deliberately,
2 with intent to defraud; in reckless disregard of the Plaintiffs’ and Class Members’
3 rights and well-being; and to enrich themselves. Defendants’ misconduct warrants
4 an assessment of punitive damages, as permitted by law, in an amount sufficient to
5 deter such conduct in the future, which amount shall be determined according to
6 proof at trial.

7 **d. Oregon Count 4: Unjust Enrichment Against All Defendants**

8 3968. Plaintiffs reallege and incorporate by reference all allegations in
9 Sections I-VI as if fully set forth herein.

10 3969. Plaintiffs bring this count under Oregon law, individually and on
11 behalf of the other members of the Hyundai Oregon Class, against HMA and HMC.

12 3970. Plaintiffs bring this count under Oregon law, individually and on
13 behalf of the other members of the Kia Oregon Class, against KA and KC.

14 3971. For purposes of this count, members of the Hyundai Oregon Class and
15 Kia Oregon Class shall be referred to as “Class Members.”

16 3972. When they purchased and leased the Class Vehicles, Plaintiffs and
17 Class Members conferred tangible and material economic benefits upon
18 Defendants, who readily accepted and retained these benefits.

19 3973. Plaintiffs and Class Members would not have purchased or leased their
20 Class Vehicles, or would have paid less for them, had they known of the Theft
21 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
22 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
23 and Class Members.

24 3974. Defendants appreciated these economic benefits. These benefits were
25 the expected result of Defendants acting in their pecuniary interest at the expense of
26 their customers. They knew of these benefits because they were aware of the Theft
27 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
28

1 and Class Members regarding the nature and quality of the Class Vehicles while
2 profiting from this deception.

3 3975. It would be unjust, inequitable, and unconscionable for Defendants to
4 retain these benefits, including because they were procured as a result of their
5 wrongful conduct alleged above.

6 3976. Plaintiffs and Class Members are entitled to restitution of the benefits
7 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
8 Class Members to the position they occupied prior to dealing with those
9 Defendants, with such amounts to be determined at trial.

10 3977. Plaintiffs plead this claim separately as well as in the alternative to
11 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
12 for damages are dismissed or judgment is entered on them in favor of Defendants,
13 Plaintiffs will have no adequate legal remedy.

14 **37. Pennsylvania**

15 **a. Pennsylvania Count 1: Breach of Implied Warranty of**
16 **Merchantability (13 Pa. Cons. Stat. §§ 2314 and 2A212)**
Against HMA and KA

17 3978. Plaintiffs reallege and incorporate by reference all preceding
18 allegations as though fully set forth herein.

19 3979. Plaintiffs bring this count individually and on behalf of the other
20 members of the Hyundai Pennsylvania Class, against HMA.

21 3980. Plaintiffs bring this count individually and on behalf of the other
22 members of the Kia Pennsylvania Class, against KA.

23 3981. For purposes of this count, the Hyundai Pennsylvania Class Members
24 and Kia Pennsylvania Class Members shall be referred to as "Class Members."

25 3982. For purposes of this count, HMA and KA shall be referred to as
26 "Defendants."

1 3983. A warranty that the Class Vehicles were in merchantable condition and
2 fit for the ordinary purpose for which such goods are used is implied by law
3 pursuant to 13 Pa. Cons. Stat. §§ 2314 and 2A212.

4 3984. Defendants are and were at all relevant times “merchants” with respect
5 to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(c), and “sellers” of
6 motor vehicles under § 2103(a).

7 3985. With respect to leases, Defendants are and were at all relevant times
8 “lessors” of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

9 3986. Class Members who purchased Class Vehicles in Pennsylvania are
10 “buyers” within the meaning of 13 Pa. Cons. Stat. § 2103(a).

11 3987. Class Members who leased Class Vehicles in Pennsylvania are
12 “lessees” within the meaning of 13 Pa. Cons. Stat. § 2A103(a).

13 3988. The Class Vehicles are and were at all relevant times “goods” within
14 the meaning of 13 Pa. Cons. Stat. §§ 2105(a) and 2A103(a).

15 3989. Defendants knew or had reason to know of the specific use for which
16 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
17 Class Members with an implied warranty that the Class Vehicles and any parts
18 thereof were merchantable and fit for the ordinary purposes for which they were
19 sold. This implied warranty included, among other things, a warranty that the Class
20 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
21 safe and reliable for providing transportation, would not be vulnerable to an
22 abnormally high risk of theft, and complied with applicable federal and state laws
23 and regulations, including FMVSS 114.

24 3990. However, the Class Vehicles did not comply with the implied warranty
25 of merchantability because they were defective and not in merchantable condition,
26 would not pass without objection in the trade, and were not fit for their ordinary
27 purpose of providing reasonably reliable, safe, and secure transportation at the time
28 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft

1 Prone Defect, lacking any anti-theft features or design elements to provide an
2 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
3 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
4 vulnerable to theft, making them prime targets to be used as instrumentalities
5 through which thieves engage in reckless driving or other criminal activity.

6 3991. Any attempt by Defendants to disclaim or limit the implied warranty
7 of merchantability for their respective Class Vehicles vis-à-vis consumers is
8 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
9 are unenforceable because Defendants knowingly sold or leased defective Class
10 Vehicles without informing consumers about the Theft Prone Defect. The time
11 limits contained in Defendants' warranty periods were also unconscionable and
12 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
13 and Class Members had no meaningful choice in determining these time
14 limitations, the terms of which unreasonably favored Defendants. A gross disparity
15 in bargaining power existed between Defendants and Plaintiffs and other Class
16 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
17 sale.

18 3992. Furthermore, the circumstances described herein caused Defendants'
19 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
20 Class Members may seek alternative remedies. Indeed, these breaches of warranties
21 have denied Plaintiffs and Class Members the benefit of their respective bargains,
22 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
23 manner without the ever-present risk of them being stolen.

24 3993. Plaintiffs and Class Members have provided Defendants with
25 reasonable notice and opportunity to cure the breaches of their implied warranties
26 by way of the numerous complaints filed against them and the individual notice
27 letters sent by Class Members within a reasonable amount of time after the Theft
28

1 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
2 2022, Class Members sent notice letters to them.

3 3994. Alternatively, Plaintiffs and the Class Members were excused from
4 providing Defendants with notice and an opportunity to cure the breach, because it
5 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
6 have long known that the Class Vehicles contained the Theft Prone Defect;
7 however, to date, Defendants have not instituted an adequate and meaningful repair
8 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
9 had no reason to believe that Defendants would have adequately repaired the Theft
10 Prone Defect if they presented their Class Vehicles to them for repair.

11 3995. As a direct and proximate result of Defendants' breach of the implied
12 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
13 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
14 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
15 amount to be proven at trial.

16 **b. Pennsylvania Count 2: Violation of the Pennsylvania Unfair**
17 **Trade Practices and Consumer Protection Law (73 Pa.**
Cons. Stat. §§ 201-1, et seq.) Against All Defendants

18 3996. Plaintiffs reallege and incorporate by reference all preceding
19 allegations as though fully set forth herein.

20 3997. Plaintiffs bring this count individually and on behalf of the other
21 members of the Hyundai Pennsylvania Class, against HMA and HMC.

22 3998. Plaintiffs bring this count individually and on behalf of the other
23 members of the Kia Pennsylvania Class, against KA and KC.

24 3999. For purposes of this count, the Hyundai Pennsylvania Class Members
25 and Kia Pennsylvania Class Members shall be referred to as "Class Members."

26 4000. Defendants, Plaintiffs and Class Members are "persons" within the
27 meaning of 73 Pa. Cons. Stat. § 201-2(2).
28

1 4001. Plaintiffs and Class Members purchased their Class Vehicles primarily
2 for personal, family, or household purposes within the meaning of 73 Pa. Cons.
3 Stat. § 201-9.2(a).

4 4002. Defendants were and are engaged in “trade” or “commerce” within the
5 meaning of 73 Pa. Cons. Stat. § 201-2(3).

6 4003. The Pennsylvania Unfair Trade Practices and Consumer Protection
7 Law (“Pennsylvania CPL”) prohibits “unfair or deceptive acts or practices in the
8 conduct of any trade or commerce[.]” 73 Pa. Cons. Stat. § 201-3.

9 4004. In the course of their business, Defendants, through their agents,
10 employees, and/or subsidiaries, violated the CPL by knowingly and intentionally
11 misrepresenting, omitting, concealing, and/or failing to disclose material facts
12 regarding the quality, reliability, and safety of the Class Vehicles and the Theft
13 Prone Defect, as detailed above.

14 4005. Defendants had an ongoing duty to Plaintiffs and Class Members to
15 refrain from unfair or deceptive practices under the CPL in the course of their
16 business. Specifically, Defendants owed the Plaintiffs and Class Members a duty to
17 disclose all the material facts concerning the Theft Prone Defect in the Class
18 Vehicles because, as detailed above:

- 19 a. Defendants had exclusive access to and far superior knowledge about
20 facts regarding the Theft Prone Defect and Defendants knew these
21 facts were not known to or reasonably discoverable by Plaintiffs or
22 Class Members;
- 23 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
24 and Class Members lack the sophisticated expertise in vehicle
25 components that would be necessary to discover the Theft Prone
26 Defect on their own;
- 27 c. Defendants knew that the Theft Prone Defect gave rise to safety
28 concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members'
2 decisions to buy or lease Class Vehicles; and

- 3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 4006. As detailed above, the information concerning the Theft Prone Defect
13 was known to Defendants at the time of advertising and selling the Class Vehicles,
14 all of which was intended to induce consumers to purchase the Class Vehicles.

15 4007. By misrepresenting the Class Vehicles as safe and reliable and free
16 from defects, and by failing to disclose and actively concealing the dangers and risk
17 posed by the Theft Prone Defect, the Defendants engaged in one or more of the
18 following unfair or deceptive business practices prohibited by 73 Pa. Cons. Stat.
19 § 201-2(3):

- 20 a. Representing that the Class Vehicles have characteristics, uses,
21 benefits, and qualities which they do not have.
22 b. Representing that the Class Vehicles are of a particular standard,
23 quality, and grade when they are not.
24 c. Advertising the Class Vehicles with the intent not to sell or lease them
25 as advertised.
26 d. Engaging in any other fraudulent or deceptive conduct which creates a
27 likelihood of confusion or of misunderstanding.

28 Pa. Cons. Stat. § 201-2(4)(v), (vii), (ix) and (xxi).

1 4008. Defendants intended for Plaintiffs and Class Members to rely on them
2 to provide adequately designed Class Vehicles, and to honestly and accurately
3 reveal the safety hazards described above.

4 4009. Defendants' unfair or deceptive acts or practices were designed to
5 mislead and had a tendency or capacity to mislead and create a false impression in
6 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
7 Vehicles were not affected by the Theft Prone Defect. Indeed, those
8 misrepresentations, concealments, omissions, and suppressions of material facts did
9 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
10 about the true safety and reliability of Class Vehicles, the quality of the Class
11 Vehicles, and the true value of the Class Vehicles.

12 4010. Defendants' misrepresentations, omissions, and concealment of
13 material facts regarding the Theft Prone Defect and true characteristics of the Class
14 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
15 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
16 were exposed to those misrepresentations, concealments, omissions, and
17 suppressions of material facts, and relied on Defendants' misrepresentations that the
18 Class Vehicles were safe and reliable in deciding to purchase and lease Class
19 Vehicles.

20 4011. Plaintiffs' and Class Members' reliance was reasonable, as they had no
21 way of discerning Defendants' representations were false and misleading, or
22 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
23 alleged above. Plaintiffs and Class Members did not, and could not, unravel
24 Defendants' deception on their own.

25 4012. Had they known the truth about the Theft Prone Defect, Plaintiffs and
26 Class Members would not have purchased or leased the Class Vehicles, or would
27 have paid significantly less for them.
28

1 4013. Plaintiffs and Class Members suffered ascertainable losses and actual
2 damages as a direct and proximate result of Defendants' concealment,
3 misrepresentations, and/or failure to disclose material information.

4 4014. Defendants' violations present a continuing risk to Plaintiffs and Class
5 Members, as well as to the general public, because the Class Vehicles remain
6 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
7 complained of herein affect the public interest.

8 4015. Pursuant to 73 Pa. Cons. Stat. § 201-9.2(a), the Plaintiffs and Class
9 Members seek an order enjoining Defendants' unfair or deceptive acts or practices
10 and awarding damages and any other just and proper relief available under the
11 Pennsylvania CPL.

12 **c. Pennsylvania Count 3: Fraud by Omission and Concealment**
13 **Against All Defendants**

14 4016. Plaintiffs reallege and incorporate by reference all preceding
15 allegations as though fully set forth herein.

16 4017. Plaintiffs bring this count individually and on behalf of the other
17 members of the Hyundai Pennsylvania Class, against HMA and HMC.

18 4018. Plaintiffs bring this count individually and on behalf of the other
19 members of the Kia Pennsylvania Class, against KA and KC.

20 4019. For purposes of this count, the Hyundai Pennsylvania Class Members
21 and Kia Pennsylvania Class Members shall be referred to as "Class Members."

22 4020. Defendants were aware of the Theft Prone Defect when they marketed
23 and sold the Class Vehicles to Plaintiffs and Class Members.

24 4021. Having been aware of the Theft Prone Defect within the Class
25 Vehicles, and having known that Plaintiffs and Class Members could not have
26 reasonably been expected to know of the Theft Prone Defect, Defendants had a
27 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
28

1 connection with the sale of the Class Vehicles. Defendants further had a duty to
2 disclose the Theft Prone Defect because:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 4022. In breach of their duties, Defendants failed to disclose the Theft Prone
25 Defect to Plaintiffs and Class Members in connection with the sale of the Class
26 Vehicles.

27 4023. For the reasons set forth above, the Theft Prone Defect within the
28 Class Vehicles is material to the sale of the Class Vehicles because a reasonable

1 person would find it important in purchasing, leasing, or retaining a new or used
2 motor vehicle and because it directly impacts the value of the Class Vehicles
3 purchased or leased by the Plaintiffs and Class Members.

4 4024. Defendants intended for the Plaintiffs and Class Members to rely on
5 their omissions and concealment—which they did by purchasing and leasing the
6 Class Vehicles at the prices they paid believing that their vehicles would not have a
7 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
8 Vehicles.

9 4025. Plaintiffs and Class Members' reliance was reasonable, as they had no
10 way of discerning that learning the facts that Defendants had concealed or failed to
11 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
12 deception on their own.

13 4026. Defendants actively concealed and suppressed these material facts, in
14 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
15 to avoid costly recalls that would expose them to liability for those expenses and
16 harm the commercial reputations of Defendants and their products. They did so at
17 the expense of Plaintiffs and Class Members.

18 4027. If Defendants had fully and adequately disclosed the Theft Prone
19 Defect to consumers, Plaintiffs and Class Members would have seen such a
20 disclosure.

21 4028. Through their omissions and concealment with respect to the Theft
22 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
23 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
24 otherwise would not have purchased, or pay more for a Class Vehicle than they
25 otherwise would have paid.

26 4029. Had Plaintiffs and Class Members known of the Theft Prone Defect
27 within the Class Vehicles, they would not have purchased the Class Vehicles or
28 would have paid less for them.

1 4030. As a direct and proximate result of Defendants' omissions, Plaintiffs
2 and other Class Members either overpaid for the Class Vehicles or would not have
3 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
4 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
5 damages in an amount to be proven at trial.

6 4031. Defendants' acts were done maliciously, oppressively, deliberately,
7 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
8 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
9 an assessment of punitive damages, as permitted by law, in an amount sufficient to
10 deter such conduct in the future, which amount shall be determined according to
11 proof at trial.

12 **d. Pennsylvania Count 4: Unjust Enrichment Against All**
13 **Defendants**

14 4032. Plaintiffs reallege and incorporate by reference all allegations in
15 Sections I-VI as if fully set forth herein.

16 4033. Plaintiffs bring this count under Pennsylvania law, individually and on
17 behalf of the other members of the Hyundai Pennsylvania Class, against HMA and
18 HMC.

19 4034. Plaintiffs bring this count under Pennsylvania law, individually and on
20 behalf of the other members of the Kia Pennsylvania Class, against KA and KC.

21 4035. For purposes of this count, members of the Hyundai Pennsylvania
22 Class and Kia Pennsylvania Class shall be referred to as "Class Members."

23 4036. When they purchased and leased the Class Vehicles, Plaintiffs and
24 Class Members conferred tangible and material economic benefits upon
25 Defendants, who readily accepted and retained these benefits.

26 4037. Plaintiffs and Class Members would not have purchased or leased their
27 Class Vehicles, or would have paid less for them, had they known of the Theft
28 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from

1 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
2 and Class Members.

3 4038. Defendants appreciated these economic benefits. These benefits were
4 the expected result of Defendants acting in their pecuniary interest at the expense of
5 their customers. They knew of these benefits because they were aware of the Theft
6 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
7 and Class Members regarding the nature and quality of the Class Vehicles while
8 profiting from this deception.

9 4039. It would be unjust, inequitable, and unconscionable for Defendants to
10 retain these benefits, including because they were procured as a result of their
11 wrongful conduct alleged above.

12 4040. Plaintiffs and Class Members are entitled to restitution of the benefits
13 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
14 Class Members to the position they occupied prior to dealing with those
15 Defendants, with such amounts to be determined at trial.

16 4041. Plaintiffs plead this claim separately as well as in the alternative to
17 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
18 for damages are dismissed or judgment is entered on them in favor of Defendants,
19 Plaintiffs will have no adequate legal remedy.

20 **38. Rhode Island**

21 **a. Rhode Island Count 1: Breach of Implied Warranty (R.I.**
22 **Gen. Laws §§ 6A-2-314 and 6A-2.1-212) Against HMA and**
23 **KA**

24 4042. Plaintiffs reallege and incorporate by reference all preceding
25 allegations as though fully set forth herein.

26 4043. Plaintiffs bring this count individually and on behalf of the other
27 members of the Hyundai Rhode Island Class, against HMA.

28 4044. Plaintiffs bring this count individually and on behalf of the other
members of the Kia Rhode Island Class, against KA.

1 4045. For purposes of this count, the Hyundai Rhode Island Class Members
2 and Kia Rhode Island Class Members shall be referred to as “Class Members.”

3 4046. For purposes of this count, HMA and KA shall be referred to as
4 “Defendants.”

5 4047. Defendants were and are at all relevant times “merchants” with respect
6 to motor vehicles under R.I. Gen. Laws §§ 6A-2-104(1) and 6A-2.1-103(1)(t), and
7 “sellers” of motor vehicles under § 6A-2-103(a)(4).

8 4048. With respect to leases, Defendants are and were at all relevant times
9 “lessors” of motor vehicles under R.I. Gen. Laws § 6A-2.1-103(1)(p).

10 4049. The Class Vehicles are and were at all relevant times “goods” within
11 the meaning of R.I. Gen. Laws §§ 6A-2-105(1) and 6A-2.1-103(1)(h).

12 4050. A warranty that the Class Vehicles were in merchantable condition and
13 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
14 to R.I. Gen. Laws §§ 6A2-314 and 6A-2.1-212.

15 4051. Defendants knew or had reason to know of the specific use for which
16 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
17 Class Members with an implied warranty that the Class Vehicles and any parts
18 thereof were merchantable and fit for the ordinary purposes for which they were
19 sold. This implied warranty included, among other things, a warranty that the Class
20 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
21 safe and reliable for providing transportation, would not be vulnerable to an
22 abnormally high risk of theft, and complied with applicable federal and state laws
23 and regulations, including FMVSS 114.

24 4052. However, the Class Vehicles did not comply with the implied warranty
25 of merchantability because they were defective and not in merchantable condition,
26 would not pass without objection in the trade, and were not fit for their ordinary
27 purpose of providing reasonably reliable, safe, and secure transportation at the time
28 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft

1 Prone Defect, lacking any anti-theft features or design elements to provide an
2 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
3 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
4 vulnerable to theft, making them prime targets to be used as instrumentalities
5 through which thieves engage in reckless driving or other criminal activity.

6 4053. Any attempt by Defendants to disclaim or limit the implied warranty
7 of merchantability for their respective Class Vehicles vis-à-vis consumers is
8 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
9 are unenforceable because Defendants knowingly sold or leased defective Class
10 Vehicles without informing consumers about the Theft Prone Defect. The time
11 limits contained in Defendants' warranty periods were also unconscionable and
12 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
13 and Class Members had no meaningful choice in determining these time
14 limitations, the terms of which unreasonably favored Defendants. A gross disparity
15 in bargaining power existed between Defendants and Plaintiffs and other Class
16 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
17 sale.

18 4054. Furthermore, the circumstances described herein caused Defendants'
19 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
20 Class Members may seek alternative remedies. Indeed, these breaches of warranties
21 have denied Plaintiffs and Class Members the benefit of their respective bargains,
22 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
23 manner without the ever-present risk of them being stolen.

24 4055. Plaintiffs and Class Members have provided Defendants with
25 reasonable notice and opportunity to cure the breaches of their implied warranties
26 by way of the numerous complaints filed against them and the individual notice
27 letters sent by Class Members within a reasonable amount of time after the Theft
28

1 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
2 2022, Class Members sent notice letters to them.

3 4056. Alternatively, Plaintiffs and the Class Members were excused from
4 providing Defendants with notice and an opportunity to cure the breach, because it
5 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
6 have long known that the Class Vehicles contained the Theft Prone Defect;
7 however, to date, Defendants have not instituted an adequate and meaningful repair
8 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
9 had no reason to believe that Defendants would have adequately repaired the Theft
10 Prone Defect if they presented their Class Vehicles to them for repair.

11 4057. As a direct and proximate result of Defendants' breach of the implied
12 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
13 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
14 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
15 amount to be proven at trial.

16 **b. Rhode Island Count 2: Violation of Rhode Island Deceptive**
17 **Trade Practices Act (R.I. Gen. Laws § 6-13.1, *et seq.*)**
Against All Defendants

18 4058. Plaintiffs reallege and incorporate by reference all preceding
19 allegations as though fully set forth herein.

20 4059. Plaintiffs bring this count individually and on behalf of the other
21 members of the Hyundai Rhode Island Class, against HMA and HMC.

22 4060. Plaintiffs bring this count individually and on behalf of the other
23 members of the Kia Rhode Island Class, against KA and KC.

24 4061. For purposes of this count, the Hyundai Rhode Island Class Members
25 and Kia Rhode Island Class Members shall be referred to as "Class Members."

26 4062. Defendants, Plaintiffs and Class Members are "persons" within the
27 meaning of R.I. Gen. Laws § 6-13.1-1(3).
28

1 4063. Defendants are engaged in “trade” or “commerce” within the meaning
2 of R.I. Gen. Laws § 6-13.1-1(5).

3 4064. The Rhode Island Deceptive Trade Practices Act (“Rhode Island
4 DTPA”) prohibits “unfair or deceptive acts or practices in the conduct of any trade
5 or commerce.” R.I. Gen. Laws § 6-13.1-2.

6 4065. In the course of their business, Defendants, through their agents,
7 employees, and/or subsidiaries, violated the Rhode Island DTPA by knowingly and
8 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
9 material facts regarding the quality, reliability, and safety of the Class Vehicles and
10 the Theft Prone Defect, as detailed above.

11 4066. Defendants had an ongoing duty to the Plaintiffs and Class Members
12 to refrain from unfair or deceptive practices under the Rhode Island DTPA in the
13 course of their business. Specifically, Defendants owed the Plaintiffs and Class
14 Members a duty to disclose all the material facts concerning the Theft Prone Defect
15 in the Class Vehicles because, as detailed above:

- 16 a. Defendants had exclusive access to and far superior knowledge about
17 facts regarding the Theft Prone Defect and Defendants knew these
18 facts were not known to or reasonably discoverable by Plaintiffs or
19 Class Members;
- 20 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
21 and Class Members lack the sophisticated expertise in vehicle
22 components that would be necessary to discover the Theft Prone
23 Defect on their own;
- 24 c. Defendants knew that the Theft Prone Defect gave rise to safety
25 concerns for the consumers who use the Class Vehicles, and the Theft
26 Prone Defect would have been a material fact to the Class Members’
27 decisions to buy or lease Class Vehicles; and
- 28 d. Defendants made incomplete representations about the safety and

1 reliability of the Class Vehicles while purposefully withholding
2 material facts about a known safety defect. In uniform advertising and
3 materials provided with each Class Vehicle, HMA, and KA
4 intentionally concealed, suppressed, and failed to disclose to the
5 consumers that the Class Vehicles contained the Theft Prone Defect.
6 Because they volunteered to provide information about the Class
7 Vehicles that they marketed and offered for sale and lease to
8 consumers, HMA and KA had the duty to disclose the whole truth.

9 4067. As detailed above, the information concerning the Theft Prone Defect
10 was known to Defendants at the time of advertising and selling the Class Vehicles,
11 all of which was intended to induce consumers to purchase the Class Vehicles.

12 4068. By misrepresenting the Class Vehicles as safe and reliable and free
13 from defects, and by failing to disclose and actively concealing the dangers and risk
14 posed by the Theft Prone Defect, Defendants engaged in one or more of the
15 following unfair or deceptive business practices prohibited by R.I. Gen. Laws § 6-
16 13.1-1(6):

- 17 a. Causing likelihood of confusion or of misunderstanding as to the
18 approval or certification of the Class Vehicles;
 - 19 b. Representing that the Class Vehicles have approval, characteristics,
20 uses, or benefits that they do not have;
 - 21 c. Representing that the Class Vehicles are of a particular standard,
22 quality and grade when they are not;
 - 23 d. Advertising the Class Vehicles with the intent not to sell or lease them
24 as advertised; and/or
 - 25 e. Engaging in other conduct which created a likelihood of confusion or
26 of misunderstanding.
- 27
28

1 4069. Defendants intended for Plaintiffs and Class Members to rely on them
2 to provide adequately designed Class Vehicles, and to honestly and accurately
3 reveal the safety hazards described above.

4 4070. Defendants' unfair and deceptive acts or practices were designed to
5 mislead and had a tendency or capacity to mislead and create a false impression in
6 consumers that the Class Vehicles had adequate anti-theft protection, and that the
7 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
8 misrepresentations, concealments, omissions, and suppressions of material facts did
9 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
10 about the true safety and reliability of Class Vehicles, the quality of the Class
11 Vehicles, and the true value of the Class Vehicles.

12 4071. Defendants' misrepresentations, omissions, and concealment of
13 material facts regarding the Theft Prone Defect and true characteristics of the Class
14 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
15 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
16 were exposed to those misrepresentations, concealments, omissions, and
17 suppressions of material facts, and relied on Defendants' misrepresentations that the
18 Class Vehicles were safe and reliable in deciding to purchase and lease Class
19 Vehicles.

20 4072. Plaintiffs' and Class Members' reliance was reasonable, as they had no
21 way of discerning that Defendants' representations were false and misleading, or
22 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
23 alleged above. Plaintiff and Class Members did not, and could not, unravel
24 Defendants' deception on their own.

25 4073. Had Plaintiffs and Class Members known the truth about the Theft
26 Prone Defect, Plaintiffs and Class Members would not have purchased or leased the
27 Class Vehicles, or would have paid significantly less for them.

28

1 4074. Plaintiffs and Class Members suffered ascertainable losses and actual
2 damages as a direct and proximate result of Defendants' concealment,
3 misrepresentations, and/or failure to disclose material information.

4 4075. Defendants' violations present a continuing risk to Plaintiff and Class
5 Members, as well as to the general public, because the Class Vehicles remain
6 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
7 complained of herein affect the public interest.

8 4076. Pursuant to R.I. Gen. Laws § 6-13.1-5.2(a), Plaintiffs and Class
9 Members seek an order enjoining Defendants' unfair and/or deceptive acts or
10 practices, and awarding damages and any other just and proper relief available
11 under the Rhode Island DTPA.

12 **c. Rhode Island Count 3: Fraud by Omission and Concealment**
13 **Against All Defendants**

14 4077. Plaintiffs reallege and incorporate by reference all preceding
15 allegations as though fully set forth herein.

16 4078. Plaintiffs bring this count individually and on behalf of the other
17 members of the Hyundai Rhode Island Class, against HMA and HMC.

18 4079. Plaintiffs bring this count individually and on behalf of the other
19 members of the Kia Rhode Island Class, against KA and KC.

20 4080. For purposes of this count, the Hyundai Rhode Island Class Members
21 and Kia Rhode Island Class Members shall be referred to as "Class Members."

22 4081. Defendants were aware of the Theft Prone Defect when they marketed
23 and sold the Class Vehicles to Plaintiffs and Class Members.

24 4082. Having been aware of the Theft Prone Defect within the Class
25 Vehicles, and having known that Plaintiffs and Class Members could not have
26 reasonably been expected to know of the Theft Prone Defect, Defendants had a
27 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
28

1 connection with the sale of the Class Vehicles. Defendants further had a duty to
2 disclose the Theft Prone Defect because:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 4083. In breach of their duties, Defendants failed to disclose the Theft Prone
25 Defect to Plaintiffs and Class Members in connection with the sale of the Class
26 Vehicles.

27 4084. For the reasons set forth above, the Theft Prone Defect within the
28 Class Vehicles is material to the sale of the Class Vehicles because a reasonable

1 person would find it important in purchasing, leasing, or retaining a new or used
2 motor vehicle and because it directly impacts the value of the Class Vehicles
3 purchased or leased by the Plaintiffs and Class Members.

4 4085. Defendants intended for the Plaintiffs and Class Members to rely on
5 their omissions and concealment—which they did by purchasing and leasing the
6 Class Vehicles at the prices they paid believing that their vehicles would not have a
7 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
8 Vehicles.

9 4086. Plaintiffs and Class Members' reliance was reasonable, as they had no
10 way of discerning that learning the facts that Defendants had concealed or failed to
11 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
12 deception on their own.

13 4087. Defendants actively concealed and suppressed these material facts, in
14 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
15 to avoid costly recalls that would expose them to liability for those expenses and
16 harm the commercial reputations of Defendants and their products. They did so at
17 the expense of Plaintiffs and Class Members.

18 4088. If Defendants had fully and adequately disclosed the Theft Prone
19 Defect to consumers, Plaintiffs and Class Members would have seen such a
20 disclosure.

21 4089. Through their omissions and concealment with respect to the Theft
22 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
23 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
24 otherwise would not have purchased, or pay more for a Class Vehicle than they
25 otherwise would have paid.

26 4090. Had Plaintiffs and Class Members known of the Theft Prone Defect
27 within the Class Vehicles, they would not have purchased the Class Vehicles or
28 would have paid less for them.

1 4091. As a direct and proximate result of Defendants' omissions, Plaintiffs
2 and other Class Members either overpaid for the Class Vehicles or would not have
3 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
4 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
5 damages in an amount to be proven at trial.

6 4092. Defendants' acts were done maliciously, oppressively, deliberately,
7 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
8 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
9 an assessment of punitive damages, as permitted by law, in an amount sufficient to
10 deter such conduct in the future, which amount shall be determined according to
11 proof at trial.

12 **d. Rhode Island Count 4: Unjust Enrichment Against All**
13 **Defendants**

14 4093. Plaintiffs reallege and incorporate by reference all allegations in
15 Sections I-VI as if fully set forth herein.

16 4094. Plaintiffs bring this count under Rhode Island law, individually and on
17 behalf of the other members of the Hyundai Rhode Island Class, against HMA and
18 HMC.

19 4095. Plaintiffs bring this count under Rhode Island law, individually and on
20 behalf of the other members of the Kia Rhode Island Class, against KA and KC.

21 4096. For purposes of this count, members of the Hyundai Rhode Island
22 Class and Kia Rhode Island Class shall be referred to as "Class Members."

23 4097. When they purchased and leased the Class Vehicles, Plaintiffs and
24 Class Members conferred tangible and material economic benefits upon
25 Defendants, who readily accepted and retained these benefits.

26 4098. Plaintiffs and Class Members would not have purchased or leased their
27 Class Vehicles, or would have paid less for them, had they known of the Theft
28 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from

1 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
2 and Class Members.

3 4099. Defendants appreciated these economic benefits. These benefits were
4 the expected result of Defendants acting in their pecuniary interest at the expense of
5 their customers. They knew of these benefits because they were aware of the Theft
6 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
7 and Class Members regarding the nature and quality of the Class Vehicles while
8 profiting from this deception.

9 4100. It would be unjust, inequitable, and unconscionable for Defendants to
10 retain these benefits, including because they were procured as a result of their
11 wrongful conduct alleged above.

12 4101. Plaintiffs and Class Members are entitled to restitution of the benefits
13 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
14 Class Members to the position they occupied prior to dealing with those
15 Defendants, with such amounts to be determined at trial.

16 4102. Plaintiffs plead this claim separately as well as in the alternative to
17 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
18 for damages are dismissed or judgment is entered on them in favor of Defendants,
19 Plaintiffs will have no adequate legal remedy.

20 **39. South Carolina**

21 **a. South Carolina Count 1: Breach of Implied Warranty of**
22 **Merchantability (S.C. Code Ann. §§ 36-2-314 and 36-2A-**
23 **212) Against HMA and KA**

24 4103. Plaintiffs reallege and incorporate by reference all preceding
25 allegations as though fully set forth herein.

26 4104. Plaintiffs bring this count individually and on behalf of the other
27 members of the Hyundai South Carolina Class, against HMA.

28 4105. Plaintiffs bring this count individually and on behalf of the other
members of the Kia South Carolina Class, against KA.

1 4106. For purposes of this count, the Hyundai South Carolina Class
2 Members and Kia South Carolina Class Members shall be referred to as “Class
3 Members.”

4 4107. For purposes of this count, HMA and KA shall be referred to as
5 “Defendants.”

6 4108. A warranty that the Class Vehicles were in merchantable condition and
7 fit for the ordinary purpose for which such goods are used is implied by law
8 pursuant to S.C. Code Ann. §§ 36-2-314 and 36-2A-212.

9 4109. Defendants are and were at all relevant times “merchants” with respect
10 to motor vehicles under S.C. Code Ann. §§ 36-2-104(1) and 36-2A-103(3), and
11 “sellers” of motor vehicles under § 36-2-103(1)(d).

12 4110. With respect to leases, Defendants are and were at all relevant times
13 “lessors” of motor vehicles under S.C. Code Ann. § 36-2A-103(1)(p).

14 4111. Class Members who purchased Class Vehicles in South Carolina are
15 “buyers” within the meaning of S.C. Code Ann. § 36-2-103(1)(a).

16 4112. Class Members who leased Class Vehicles in South Carolina are
17 “lessees” within the meaning of S.C. Code Ann. § 36-2A-103(1)(n).

18 4113. Class Vehicles are and were at all relevant times “goods” within the
19 meaning of S.C. Code Ann. §§ 36-2-105(1) and 36-2A-103(1)(h).

20 4114. Defendants knew or had reason to know of the specific use for which
21 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
22 Class Members with an implied warranty that the Class Vehicles and any parts
23 thereof were merchantable and fit for the ordinary purposes for which they were
24 sold. This implied warranty included, among other things, a warranty that the Class
25 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
26 safe and reliable for providing transportation, would not be vulnerable to an
27 abnormally high risk of theft, and complied with applicable federal and state laws
28 and regulations, including FMVSS 114.

1 4115. However, the Class Vehicles did not comply with the implied warranty
2 of merchantability because they were defective and not in merchantable condition,
3 would not pass without objection in the trade, and were not fit for their ordinary
4 purpose of providing reasonably reliable, safe, and secure transportation at the time
5 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
6 Prone Defect, lacking any anti-theft features or design elements to provide an
7 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
8 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
9 vulnerable to theft, making them prime targets to be used as instrumentalities
10 through which thieves engage in reckless driving or other criminal activity.

11 4116. Any attempt by Defendants to disclaim or limit the implied warranty
12 of merchantability for their respective Class Vehicles vis-à-vis consumers is
13 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
14 are unenforceable because Defendants knowingly sold or leased defective Class
15 Vehicles without informing consumers about the Theft Prone Defect. The time
16 limits contained in Defendants' warranty periods were also unconscionable and
17 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
18 and Class Members had no meaningful choice in determining these time
19 limitations, the terms of which unreasonably favored Defendants. A gross disparity
20 in bargaining power existed between Defendants and Plaintiffs and other Class
21 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
22 sale.

23 4117. Furthermore, the circumstances described herein caused Defendants'
24 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
25 Class Members may seek alternative remedies. Indeed, these breaches of warranties
26 have denied Plaintiffs and Class Members the benefit of their respective bargains,
27 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
28 manner without the ever-present risk of them being stolen.

1 4118. Plaintiffs and Class Members have provided Defendants with
2 reasonable notice and opportunity to cure the breaches of their implied warranties
3 by way of the numerous complaints filed against them and the individual notice
4 letters sent by Class Members within a reasonable amount of time after the Theft
5 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
6 2022, Class Members sent notice letters to them.

7 4119. Alternatively, Plaintiffs and the Class Members were excused from
8 providing Defendants with notice and an opportunity to cure the breach, because it
9 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
10 have long known that the Class Vehicles contained the Theft Prone Defect;
11 however, to date, Defendants have not instituted an adequate and meaningful repair
12 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
13 had no reason to believe that Defendants would have adequately repaired the Theft
14 Prone Defect if they presented their Class Vehicles to them for repair.

15 4120. As a direct and proximate result of Defendants' breach of the implied
16 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
17 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
18 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
19 amount to be proven at trial.

20 **b. South Carolina Count 2: Violation of the South Carolina**
21 **Unfair Trade Practices Act (S.C. Code Ann. § 39-5-10, et**
22 **seq.) Against All Defendants**

23 4121. Plaintiffs reallege and incorporate by reference all preceding
24 allegations as though fully set forth herein.

25 4122. Plaintiffs bring this count individually and on behalf of the other
26 members of the Hyundai South Carolina Class, against HMA and HMC.

27 4123. Plaintiffs bring this count individually and on behalf of the other
28 members of the Kia South Carolina Class, against KA and KC.

1 4124. For purposes of this count, the Hyundai South Carolina Class
2 Members and Kia South Carolina Class Members shall be referred to as “Class
3 Members.”

4 4125. Defendants were and are engaged in “trade” or “commerce” within the
5 meaning of S.C. Code Ann. § 39-5-10(b).

6 4126. The South Carolina Unfair Trade Practices Act (“South Carolina
7 UTPA”) prohibits “unfair or deceptive acts or practices in the conduct of any trade
8 or commerce[.]” S.C. Code Ann. § 39-5-20(a).

9 4127. In the course of their business, Defendants through their agents,
10 employees, and/or subsidiaries, violated the South Carolina UTPA by knowingly
11 and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
12 material facts regarding the quality, reliability, and safety of the Class Vehicles and
13 the Theft Prone Defect, as detailed above.

14 4128. Defendants had an ongoing duty to the Plaintiffs and Class Members
15 to refrain from unfair or deceptive practices under the South Carolina UTPA in the
16 course of their business. Specifically, Defendants owed the Plaintiffs and Class
17 Members a duty to disclose all the material facts concerning the Theft Prone Defect
18 in the Class Vehicles because, as detailed above:

- 19 a. Defendants had exclusive access to and far superior knowledge about
20 facts regarding the Theft Prone Defect and Defendants knew these
21 facts were not known to or reasonably discoverable by Plaintiffs or
22 Class Members;
- 23 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
24 and Class Members lack the sophisticated expertise in vehicle
25 components that would be necessary to discover the Theft Prone
26 Defect on their own;
- 27 c. Defendants knew that the Theft Prone Defect gave rise to safety
28 concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members'
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 4129. As detailed above, the information concerning the Theft Prone Defect
13 was known to Defendants at the time of advertising and selling the Class Vehicles,
14 all of which was intended to induce consumers to purchase the Class Vehicles.

15 4130. By misrepresenting the Class Vehicles as safe and reliable and free
16 from defects, and by failing to disclose and actively concealing the dangers and risk
17 posed by the Theft Prone Defect to both consumers and NHTSA, Defendants
18 engaged in unfair or deceptive business practices prohibited by S.C. Code Ann.
19 § 39-5-20(a).

20 4131. Defendants intended for Plaintiffs and Class Members to rely on them
21 to provide adequately designed Class Vehicles, and to honestly and accurately
22 reveal the safety hazards described above.

23 4132. Defendants' unfair or deceptive acts or practices were designed to
24 mislead and had a tendency or capacity to mislead and create a false impression in
25 consumers that the Class Vehicles had adequate anti-theft protection, and that the
26 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
27 misrepresentations, concealments, omissions, and suppressions of material facts did
28 in fact deceive reasonable consumers, including Plaintiffs and Class Members,

1 about the true safety and reliability of Class Vehicles, the quality of the Class
2 Vehicles, and the true value of the Class Vehicles.

3 4133. Defendants' misrepresentations, omissions, and concealment of
4 material facts regarding the Theft Prone Defect and true characteristics of the Class
5 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
6 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
7 were exposed to those misrepresentations, concealments, omissions, and
8 suppressions of material facts, and relied on Defendants' misrepresentations that the
9 Class Vehicles were safe and reliable in deciding to purchase and lease Class
10 Vehicles.

11 4134. Plaintiffs' and Class Members' reliance was reasonable, as they had no
12 way of discerning Defendants' representations were false and misleading, or
13 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
14 alleged above. Plaintiffs and Class Members did not, and could not, unravel
15 Defendants' deception on their own.

16 4135. Had they known the truth about the Theft Prone Defect, Plaintiffs and
17 Class Members would not have purchased or leased the Class Vehicles, or would
18 have paid significantly less for them.

19 4136. Plaintiffs and Class Members suffered ascertainable losses and actual
20 damages as a direct and proximate result of Defendants' concealment,
21 misrepresentations, and/or failure to disclose material information.

22 4137. Defendants' violations present a continuing risk to Plaintiffs and Class
23 Members, as well as to the general public, because the Class Vehicles remain
24 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
25 complained of herein affect the public interest.

26 4138. Pursuant to S.C. Code Ann. § 39-5-140(a), the South Carolina Plaintiff
27 and South Carolina State Class Members seek an order enjoining Defendants'
28

1 unfair or deceptive acts or practices and awarding damages and any other just and
2 proper relief available under the South Carolina UTPA.

3 **c. South Carolina Count 3: Violation of the South Carolina**
4 **Regulation of Manufacturers, Distributors, and Dealers Act**
5 **(S.C. Code Ann. § 56-15-10, *et seq.*) Against All Defendants**

6 4139. Plaintiffs reallege and incorporate by reference all preceding
7 allegations as though fully set forth herein.

8 4140. Plaintiffs bring this count individually and on behalf of the other
9 members of the Hyundai South Carolina Class, against HMA and HMC.

10 4141. Plaintiffs bring this count individually and on behalf of the other
11 members of the Kia South Carolina Class, against KA and KC.

12 4142. For purposes of this count, the Hyundai South Carolina Class
13 Members and Kia South Carolina Class Members shall be referred to as “Class
14 Members.”

15 4143. Defendants are “manufacturer[s]” as set forth in S.C. Code Ann. § 56-
16 15-10(b), as they were engaged in the business of manufacturing or assembling new
17 and unused motor vehicles. Defendants are also “distributors” and/or “wholesalers”
18 as set forth in S.C. Code Ann. § 56-15-10(g), (p).

19 4144. The South Carolina Regulation of Manufacturers, Distributors, and
20 Dealers Act (“Manufacturers Act”) prohibits “unfair or deceptive acts or practices”
21 as defined in S.C. Code Ann. § 56-15-40. S.C. Code Ann. § 56-15-30(a).
22 Accordingly, the Manufacturers Act prohibits any manufacturer from engaging in
23 bad faith and unconscionable actions that cause damage to the parties or the public;
24 it also prohibits manufacturers from using false or misleading advertising in
25 connection with their business. S.C. Code Ann. § 56-15-40(1), (3)(d).

26 4145. As detailed above, the information concerning the Theft Prone Defect
27 was known to Defendants at the time of advertising and selling the Class Vehicles,
28 all of which was intended to induce consumers to purchase the Class Vehicles.

1 4146. By misrepresenting the Class Vehicles as safe and reliable and free
2 from defects, and by failing to disclose and actively concealing the dangers and risk
3 posed by the Theft Prone Defect, Defendants engaged in unfair or deceptive
4 business practices by committing bad faith and unconscionable actions prohibited
5 by Manufacturers Act.

6 4147. Defendants intended for Plaintiffs and Class Members to rely on them
7 to provide adequately designed Class Vehicles, and to honestly and accurately
8 reveal the safety hazards described herein.

9 4148. Defendants' unfair or deceptive acts or practices were designed to
10 mislead and had a tendency or capacity to mislead and create a false impression in
11 consumers that the Class Vehicles had adequate anti-theft protection, and that the
12 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
13 misrepresentations, concealments, omissions, and suppressions of material facts did
14 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
15 about the true safety and reliability of Class Vehicles, the quality of the Class
16 Vehicles, and the true value of the Class Vehicles.

17 4149. Defendants' misrepresentations, omissions, and concealment of
18 material facts regarding the Theft Prone Defect and true characteristics of the Class
19 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
20 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
21 were exposed to those misrepresentations, concealments, omissions, and
22 suppressions of material facts, and relied on Defendants' misrepresentations that the
23 Class Vehicles were safe and reliable in deciding to purchase and lease Class
24 Vehicles.

25 4150. Plaintiffs' and Class Members' reliance was reasonable, as they had no
26 way of discerning Defendants' representations were false and misleading, or
27 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
28

1 alleged above. Plaintiffs and Class Members did not, and could not, unravel
2 Defendants' deception on their own.

3 4151. Had they known the truth about the Theft Prone Defect, Plaintiffs and
4 Class Members would not have purchased or leased the Class Vehicles, or would
5 have paid significantly less for them.

6 4152. Plaintiffs and Class Members suffered ascertainable losses and actual
7 damages as a direct and proximate result of Defendants' concealment,
8 misrepresentations, and/or failure to disclose material information.

9 4153. Defendants' violations present a continuing risk to Plaintiffs and Class
10 Members, as well as to the general public, because the Class Vehicles remain
11 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
12 complained of herein affect the public interest.

13 4154. Plaintiffs and the Class Members are entitled to double their actual
14 damages, the cost of the suit, attorney's fees pursuant to S.C. Code Ann. § 56-15-
15 110. Plaintiffs also seek injunctive relief under S.C. Code Ann. § 56-15-110.
16 Plaintiffs also seek treble damages because the Defendants acted maliciously.

17 **d. South Carolina Count 4: Fraud by Omission and**
18 **Concealment Against All Defendants**

19 4155. Plaintiffs reallege and incorporate by reference all preceding
20 allegations as though fully set forth herein.

21 4156. Plaintiffs bring this count individually and on behalf of the other
22 members of the Hyundai South Carolina Class, against HMA and HMC.

23 4157. Plaintiffs bring this count individually and on behalf of the other
24 members of the Kia South Carolina Class, against KA and KC.

25 4158. For purposes of this count, the Hyundai South Carolina Class
26 Members and Kia South Carolina Class Members shall be referred to as "Class
27 Members."
28

1 4159. Defendants were aware of the Theft Prone Defect when they marketed
2 and sold the Class Vehicles to Plaintiffs and Class Members.

3 4160. Having been aware of the Theft Prone Defect within the Class
4 Vehicles, and having known that Plaintiffs and Class Members could not have
5 reasonably been expected to know of the Theft Prone Defect, Defendants had a
6 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
7 connection with the sale of the Class Vehicles. Defendants further had a duty to
8 disclose the Theft Prone Defect because:

- 9 a. Defendants had exclusive access to and far superior knowledge about
10 facts regarding the Theft Prone Defect and Defendants knew these
11 facts were not known to or reasonably discoverable by Plaintiffs or
12 Class Members;
- 13 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
14 and Class Members lack the sophisticated expertise in vehicle
15 components that would be necessary to discover the Theft Prone
16 Defect on their own;
- 17 c. Defendants knew that the Theft Prone Defect gave rise to safety
18 concerns for the consumers who use the Class Vehicles, and the Theft
19 Prone Defect would have been a material fact to the Class Members'
20 decisions to buy or lease Class Vehicles; and
- 21 d. Defendants made incomplete representations about the safety and
22 reliability of the Class Vehicles while purposefully withholding
23 material facts about a known safety defect. In uniform advertising and
24 materials provided with each Class Vehicle, HMA, and KA
25 intentionally concealed, suppressed, and failed to disclose to the
26 consumers that the Class Vehicles contained the Theft Prone Defect.
27 Because they volunteered to provide information about the Class
28 Vehicles that they marketed and offered for sale and lease to

1 consumers, HMA and KA had the duty to disclose the whole truth.

2 4161. In breach of their duties, Defendants failed to disclose the Theft Prone
3 Defect to Plaintiffs and Class Members in connection with the sale of the Class
4 Vehicles.

5 4162. For the reasons set forth above, the Theft Prone Defect within the
6 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
7 person would find it important in purchasing, leasing, or retaining a new or used
8 motor vehicle and because it directly impacts the value of the Class Vehicles
9 purchased or leased by the Plaintiffs and Class Members.

10 4163. Defendants intended for the Plaintiffs and Class Members to rely on
11 their omissions and concealment—which they did by purchasing and leasing the
12 Class Vehicles at the prices they paid believing that their vehicles would not have a
13 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
14 Vehicles.

15 4164. Plaintiffs and Class Members' reliance was reasonable, as they had no
16 way of discerning that learning the facts that Defendants had concealed or failed to
17 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
18 deception on their own.

19 4165. Defendants actively concealed and suppressed these material facts, in
20 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
21 to avoid costly recalls that would expose them to liability for those expenses and
22 harm the commercial reputations of Defendants and their products. They did so at
23 the expense of Plaintiffs and Class Members.

24 4166. If Defendants had fully and adequately disclosed the Theft Prone
25 Defect to consumers, Plaintiffs and Class Members would have seen such a
26 disclosure.

27 4167. Through their omissions and concealment with respect to the Theft
28 Prone Defect within the Class Vehicles, Defendants intended to induce, and did

1 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
2 otherwise would not have purchased, or pay more for a Class Vehicle than they
3 otherwise would have paid.

4 4168. Had Plaintiffs and Class Members known of the Theft Prone Defect
5 within the Class Vehicles, they would not have purchased the Class Vehicles or
6 would have paid less for them.

7 4169. As a direct and proximate result of Defendants' omissions, Plaintiffs
8 and other Class Members either overpaid for the Class Vehicles or would not have
9 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
10 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
11 damages in an amount to be proven at trial.

12 4170. Defendants' acts were done maliciously, oppressively, deliberately,
13 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
14 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
15 an assessment of punitive damages, as permitted by law, in an amount sufficient to
16 deter such conduct in the future, which amount shall be determined according to
17 proof at trial.

18 **e. South Carolina Count 5: Unjust Enrichment Against All**
19 **Defendants**

20 4171. Plaintiffs reallege and incorporate by reference all allegations in
21 Sections I-VI as if fully set forth herein.

22 4172. Plaintiffs bring this count under South Carolina law, individually and
23 on behalf of the other members of the Hyundai South Carolina Class, against HMA
24 and HMC.

25 4173. Plaintiffs bring this count under South Carolina law, individually and
26 on behalf of the other members of the Kia South Carolina Class, against KA and
27 KC.
28

1 4174. For purposes of this count, members of the Hyundai South Carolina
2 Class and Kia South Carolina Class shall be referred to as “Class Members.”

3 4175. When they purchased and leased the Class Vehicles, Plaintiffs and
4 Class Members conferred tangible and material economic benefits upon
5 Defendants, who readily accepted and retained these benefits.

6 4176. Plaintiffs and Class Members would not have purchased or leased their
7 Class Vehicles, or would have paid less for them, had they known of the Theft
8 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
9 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
10 and Class Members.

11 4177. Defendants appreciated these economic benefits. These benefits were
12 the expected result of Defendants acting in their pecuniary interest at the expense of
13 their customers. They knew of these benefits because they were aware of the Theft
14 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
15 and Class Members regarding the nature and quality of the Class Vehicles while
16 profiting from this deception.

17 4178. It would be unjust, inequitable, and unconscionable for Defendants to
18 retain these benefits, including because they were procured as a result of their
19 wrongful conduct alleged above.

20 4179. Plaintiffs and Class Members are entitled to restitution of the benefits
21 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
22 Class Members to the position they occupied prior to dealing with those
23 Defendants, with such amounts to be determined at trial.

24 4180. Plaintiffs plead this claim separately as well as in the alternative to
25 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs’ claims
26 for damages are dismissed or judgment is entered on them in favor of Defendants,
27 Plaintiffs will have no adequate legal remedy.

28

1 **40. South Dakota**

2 **a. South Dakota Count 1: Breach of Implied Warranty of**
3 **Merchantability (S.D. Codified Laws §§ 57A-2-314 and 57A-**
4 **2A-212) Against HMA and KA**

5 4181. Plaintiffs reallege and incorporate by reference all preceding
6 allegations as though fully set forth herein.

7 4182. Plaintiffs bring this count individually and on behalf of the other
8 members of the Hyundai South Dakota Class, against HMA.

9 4183. Plaintiffs bring this count individually and on behalf of the other
10 members of the Kia South Dakota Class, against KA.

11 4184. For purposes of this count, the Hyundai South Dakota Class Members
12 and Kia South Dakota Class Members shall be referred to as “Class Members.”

13 4185. For purposes of this count, HMA and KA shall be referred to as
14 “Defendants.”

15 4186. A warranty that the Class Vehicles were in merchantable condition and
16 fit for the ordinary purpose for which such goods are used is implied by law
17 pursuant to S.D. Codified Laws §§ 57A-2-314 and 57A-2A-212.

18 4187. Defendants are and were at all relevant times “merchants” with respect
19 to motor vehicles under S.D. Codified Laws §§ 57A-2-104(1) and 57A-2A-103(3),
20 and “sellers” of motor vehicles under § 57A-2-103(1)(d).

21 4188. With respect to leases, Defendants are and were at all relevant times
22 “lessors” of motor vehicles under S.D. Codified Laws § 57A-2A-103(1)(p).

23 4189. Class Members who purchased Class Vehicles in South Dakota are
24 “buyers” within the meaning of S.D. Codified Laws § 57A-2-103(1)(a).

25 4190. Class Members who leased Class Vehicles in South Dakota are
26 “lessees” within the meaning of S.D. Codified Laws § 57A-2A-103(1)(n).

27 4191. The Class Vehicles are and were at all relevant times “goods” within
28 the meaning of S.D. Codified Laws §§ 57A-2-105(1) and 57A-2A-103(1)(h).

1 4192. Defendants knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
3 Class Members with an implied warranty that the Class Vehicles and any parts
4 thereof were merchantable and fit for the ordinary purposes for which they were
5 sold. This implied warranty included, among other things, a warranty that the Class
6 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
7 safe and reliable for providing transportation, would not be vulnerable to an
8 abnormally high risk of theft, and complied with applicable federal and state laws
9 and regulations, including FMVSS 114.

10 4193. However, the Class Vehicles did not comply with the implied warranty
11 of merchantability because they were defective and not in merchantable condition,
12 would not pass without objection in the trade, and were not fit for their ordinary
13 purpose of providing reasonably reliable, safe, and secure transportation at the time
14 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
15 Prone Defect, lacking any anti-theft features or design elements to provide an
16 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
17 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
18 vulnerable to theft, making them prime targets to be used as instrumentalities
19 through which thieves engage in reckless driving or other criminal activity.

20 4194. Any attempt by Defendants to disclaim or limit the implied warranty
21 of merchantability for their respective Class Vehicles vis-à-vis consumers is
22 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
23 are unenforceable because Defendants knowingly sold or leased defective Class
24 Vehicles without informing consumers about the Theft Prone Defect. The time
25 limits contained in Defendants' warranty periods were also unconscionable and
26 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
27 and Class Members had no meaningful choice in determining these time
28 limitations, the terms of which unreasonably favored Defendants. A gross disparity

1 in bargaining power existed between Defendants and Plaintiffs and other Class
2 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
3 sale.

4 4195. Furthermore, the circumstances described herein caused Defendants'
5 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
6 Class Members may seek alternative remedies. Indeed, these breaches of warranties
7 have denied Plaintiffs and Class Members the benefit of their respective bargains,
8 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
9 manner without the ever-present risk of them being stolen.

10 4196. Plaintiffs and Class Members have provided Defendants with
11 reasonable notice and opportunity to cure the breaches of their implied warranties
12 by way of the numerous complaints filed against them and the individual notice
13 letters sent by Class Members within a reasonable amount of time after the Theft
14 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
15 2022, Class Members sent notice letters to them.

16 4197. Alternatively, Plaintiffs and the Class Members were excused from
17 providing Defendants with notice and an opportunity to cure the breach, because it
18 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
19 have long known that the Class Vehicles contained the Theft Prone Defect;
20 however, to date, Defendants have not instituted an adequate and meaningful repair
21 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
22 had no reason to believe that Defendants would have adequately repaired the Theft
23 Prone Defect if they presented their Class Vehicles to them for repair.

24 4198. As a direct and proximate result of Defendants' breach of the implied
25 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
26 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
27 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
28 amount to be proven at trial.

b. South Dakota Count 2: Violation of the South Dakota Deceptive Trade Practices and Consumer Protection Law (S.D. Codified Laws § 37-24-1, et seq.) Against All Defendants

4199. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

4200. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai South Dakota Class, against HMA and HMC.

4201. Plaintiffs bring this count individually and on behalf of the other members of the Kia South Dakota Class, against KA and KC.

4202. For purposes of this count, the Hyundai South Dakota Class Members and Kia South Dakota Class Members shall be referred to as “Class Members.”

4203. Defendants, Plaintiffs, and Class Members are “persons” within the meaning of S.D. Codified Laws § 37-24-1(8).

4204. The Class Vehicles are “merchandise” within the meaning of S.D. Codified Laws § 37-24-1(7).

4205. Defendants are and were engaged in “trade” or “commerce” within the meaning of S.D. Codified Laws § 37-24-1(13).

4206. The South Dakota Deceptive Trade Practices and Consumer Protection Law (“South Dakota DTPA”) prohibits “deceptive acts or practices.” S.D. Codified Laws § 37-24-6(1).

4207. In the course of its business, Defendants, through their agents, employees, and/or subsidiaries, violated the South Dakota DTPA by knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding the quality, reliability, and safety of the Class Vehicles and the Theft Prone Defect, as detailed above.

4208. Defendants had an ongoing duty to Plaintiffs and Class Members to refrain from unfair or deceptive practices under the South Dakota DTPA in the course of its business. Specifically, Defendants owed Plaintiffs and Class Members

1 a duty to disclose all the material facts concerning the Theft Prone Defect in the
2 Class Vehicles because, as detailed above:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA, and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 4209. As detailed above, the information concerning the Theft Prone Defect
25 was known to Defendants at the time of advertising and selling the Class Vehicles,
26 all of which was intended to induce consumers to purchase the Class Vehicles.

27 4210. By misrepresenting the Class Vehicles as safe and reliable and free
28 from defects, and by failing to disclose and actively concealing the dangers and risk

1 posed by the Theft Prone Defect to both consumers and NHTSA, Defendants
2 engaged in unfair or deceptive business practices prohibited by S.D. Codified Laws
3 § 37-24-6(1).

4 4211. Defendants intended for Plaintiffs and Class Members to rely on them
5 to provide adequately designed Class Vehicles, and to honestly and accurately
6 reveal the safety hazards described above.

7 4212. Defendants' unfair or deceptive acts or practices were designed to
8 mislead and had a tendency or capacity to mislead and create a false impression in
9 consumers that the Class Vehicles adequate anti-theft protection, and that the Class
10 Vehicles were not affected by the Theft Prone Defect. Indeed, those
11 misrepresentations, concealments, omissions, and suppressions of material facts did
12 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
13 about the true safety and reliability of Class Vehicles, the quality of the Class
14 Vehicles, and the true value of the Class Vehicles.

15 4213. Defendants' misrepresentations, omissions, and concealment of
16 material facts regarding the Theft Prone Defect and true characteristics of the Class
17 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
18 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
19 were exposed to those misrepresentations, concealments, omissions, and
20 suppressions of material facts, and relied on Defendants' misrepresentations that the
21 Class Vehicles were safe and reliable in deciding to purchase and lease Class
22 Vehicles.

23 4214. Plaintiffs' and Class Members' reliance was reasonable, as they had no
24 way of discerning Defendants' representations were false and misleading, or
25 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
26 alleged above. Plaintiffs and Class Members did not, and could not, unravel
27 Defendants' deception on their own.
28

1 4215. Had Plaintiffs and Class Members known the truth about the Theft
2 Prone Defect, Plaintiffs and Class Members would not have purchased or leased
3 Class Vehicles, or would have paid significantly less for them.

4 4216. Plaintiffs and Class Members suffered ascertainable losses and actual
5 damages as a direct and proximate result of Defendants' concealment,
6 misrepresentations, and/or failure to disclose material information.

7 4217. Defendants' violations present a continuing risk to Plaintiffs and Class
8 Members, as well as to the general public, because the Class Vehicles remain
9 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
10 complained of herein affect the public interest.

11 4218. Pursuant to S.D. Codified Laws § 37-24-31, Plaintiffs and Class
12 Members seek an order enjoining Defendants' unfair or deceptive acts or practices
13 and awarding damages and any other just and proper relief available under the
14 South Dakota DTPA.

15 **c. South Dakota Count 3: Fraud by Omission and**
16 **Concealment Against All Defendants**

17 4219. Plaintiffs reallege and incorporate by reference all preceding
18 allegations as though fully set forth herein.

19 4220. Plaintiffs bring this count individually and on behalf of the other
20 members of the Hyundai South Dakota Class, against HMA and HMC.

21 4221. Plaintiffs bring this count individually and on behalf of the other
22 members of the Kia South Dakota Class, against KA and KC.

23 4222. For purposes of this count, the Hyundai South Dakota Class Members
24 and Kia South Dakota Class Members shall be referred to as "Class Members."

25 4223. Defendants were aware of the Theft Prone Defect when they marketed
26 and sold the Class Vehicles to Plaintiffs and Class Members.

27 4224. Having been aware of the Theft Prone Defect within the Class
28 Vehicles, and having known that Plaintiffs and Class Members could not have

1 reasonably been expected to know of the Theft Prone Defect, Defendants had a
2 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
3 connection with the sale of the Class Vehicles. Defendants further had a duty to
4 disclose the Theft Prone Defect because:

- 5 a. Defendants had exclusive access to and far superior knowledge about
6 facts regarding the Theft Prone Defect and Defendants knew these
7 facts were not known to or reasonably discoverable by Plaintiffs or
8 Class Members;
- 9 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
10 and Class Members lack the sophisticated expertise in vehicle
11 components that would be necessary to discover the Theft Prone
12 Defect on their own;
- 13 c. Defendants knew that the Theft Prone Defect gave rise to safety
14 concerns for the consumers who use the Class Vehicles, and the Theft
15 Prone Defect would have been a material fact to the Class Members'
16 decisions to buy or lease Class Vehicles; and
- 17 d. Defendants made incomplete representations about the safety and
18 reliability of the Class Vehicles while purposefully withholding
19 material facts about a known safety defect. In uniform advertising and
20 materials provided with each Class Vehicle, HMA, and KA
21 intentionally concealed, suppressed, and failed to disclose to the
22 consumers that the Class Vehicles contained the Theft Prone Defect.
23 Because they volunteered to provide information about the Class
24 Vehicles that they marketed and offered for sale and lease to
25 consumers, HMA and KA had the duty to disclose the whole truth.

26 4225. In breach of their duties, Defendants failed to disclose the Theft Prone
27 Defect to Plaintiffs and Class Members in connection with the sale of the Class
28 Vehicles.

1 4226. For the reasons set forth above, the Theft Prone Defect within the
2 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
3 person would find it important in purchasing, leasing, or retaining a new or used
4 motor vehicle and because it directly impacts the value of the Class Vehicles
5 purchased or leased by the Plaintiffs and Class Members.

6 4227. Defendants intended for the Plaintiffs and Class Members to rely on
7 their omissions and concealment—which they did by purchasing and leasing the
8 Class Vehicles at the prices they paid believing that their vehicles would not have a
9 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
10 Vehicles.

11 4228. Plaintiffs and Class Members’ reliance was reasonable, as they had no
12 way of discerning that learning the facts that Defendants had concealed or failed to
13 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
14 deception on their own.

15 4229. Defendants actively concealed and suppressed these material facts, in
16 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
17 to avoid costly recalls that would expose them to liability for those expenses and
18 harm the commercial reputations of Defendants and their products. They did so at
19 the expense of Plaintiffs and Class Members.

20 4230. If Defendants had fully and adequately disclosed the Theft Prone
21 Defect to consumers, Plaintiffs and Class Members would have seen such a
22 disclosure.

23 4231. Through their omissions and concealment with respect to the Theft
24 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
25 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
26 otherwise would not have purchased, or pay more for a Class Vehicle than they
27 otherwise would have paid.

28

1 4232. Had Plaintiffs and Class Members known of the Theft Prone Defect
2 within the Class Vehicles, they would not have purchased the Class Vehicles or
3 would have paid less for them.

4 4233. As a direct and proximate result of Defendants' omissions, Plaintiffs
5 and other Class Members either overpaid for the Class Vehicles or would not have
6 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
7 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
8 damages in an amount to be proven at trial.

9 4234. Defendants' acts were done maliciously, oppressively, deliberately,
10 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
11 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
12 an assessment of punitive damages, as permitted by law, in an amount sufficient to
13 deter such conduct in the future, which amount shall be determined according to
14 proof at trial.

15 **d. South Dakota Count 4: Unjust Enrichment Against All**
16 **Defendants**

17 4235. Plaintiffs reallege and incorporate by reference all allegations in
18 Sections I-VI as if fully set forth herein.

19 4236. Plaintiffs bring this count under South Dakota law, individually and on
20 behalf of the other members of the Hyundai South Dakota Class, against HMA and
21 HMC.

22 4237. Plaintiffs bring this count under South Dakota law, individually and on
23 behalf of the other members of the Kia South Dakota Class, against KA and KC.

24 4238. For purposes of this count, members of the Hyundai South Dakota
25 Class and Kia South Dakota Class shall be referred to as "Class Members."

26 4239. When they purchased and leased the Class Vehicles, Plaintiffs and
27 Class Members conferred tangible and material economic benefits upon
28 Defendants, who readily accepted and retained these benefits.

1 4240. Plaintiffs and Class Members would not have purchased or leased their
2 Class Vehicles, or would have paid less for them, had they known of the Theft
3 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
4 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
5 and Class Members.

6 4241. Defendants appreciated these economic benefits. These benefits were
7 the expected result of Defendants acting in their pecuniary interest at the expense of
8 their customers. They knew of these benefits because they were aware of the Theft
9 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
10 and Class Members regarding the nature and quality of the Class Vehicles while
11 profiting from this deception.

12 4242. It would be unjust, inequitable, and unconscionable for Defendants to
13 retain these benefits, including because they were procured as a result of their
14 wrongful conduct alleged above.

15 4243. Plaintiffs and Class Members are entitled to restitution of the benefits
16 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
17 Class Members to the position they occupied prior to dealing with those
18 Defendants, with such amounts to be determined at trial.

19 4244. Plaintiffs plead this claim separately as well as in the alternative to
20 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
21 for damages are dismissed or judgment is entered on them in favor of Defendants,
22 Plaintiffs will have no adequate legal remedy.

23 **41. Tennessee**

24 **a. Tennessee Count 1: Breach of Implied Warranty (Tenn.**
25 **Code §§ 47-2-314 and 47-2A-212) Against HMA and KA**

26 4245. Plaintiffs reallege and incorporate by reference all preceding
27 allegations as though fully set forth herein.
28

1 4246. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai Tennessee Class, against HMA.

3 4247. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia Tennessee Class, against KA.

5 4248. For purposes of this count, the Hyundai Tennessee Class Members and
6 Kia Tennessee Class Members shall be referred to as “Class Members.”

7 4249. For purposes of this count, HMA and KA shall be referred to as
8 “Defendants.”

9 4250. Defendants were at all relevant times “merchants” with respect to
10 motor vehicles under Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and
11 “sellers” of motor vehicles under § 47-2-103(1)(d).

12 4251. With respect to leases, Defendants are and were at all relevant times
13 “lessors” of motor vehicles under Tenn. Code § 47-2A-103(1)(p).

14 4252. The Class Vehicles are and were at all relevant times “goods” within
15 the meaning of Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

16 4253. A warranty that the Class Vehicles were in merchantable condition and
17 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
18 to Tenn. Code §§ 47-2- 314 and 47-2A-212.

19 4254. Defendants knew or had reason to know of the specific use for which
20 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
21 Class Members with an implied warranty that the Class Vehicles and any parts
22 thereof were merchantable and fit for the ordinary purposes for which they were
23 sold. This implied warranty included, among other things, a warranty that the Class
24 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
25 safe and reliable for providing transportation, would not be vulnerable to an
26 abnormally high risk of theft, and complied with applicable federal and state laws
27 and regulations, including FMVSS 114.
28

1 4255. However, the Class Vehicles did not comply with the implied warranty
2 of merchantability because they were defective and not in merchantable condition,
3 would not pass without objection in the trade, and were not fit for their ordinary
4 purpose of providing reasonably reliable, safe, and secure transportation at the time
5 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
6 Prone Defect, lacking any anti-theft features or design elements to provide an
7 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
8 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
9 vulnerable to theft, making them prime targets to be used as instrumentalities
10 through which thieves engage in reckless driving or other criminal activity.

11 4256. Any attempt by Defendants to disclaim or limit the implied warranty
12 of merchantability for their respective Class Vehicles vis-à-vis consumers is
13 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
14 are unenforceable because Defendants knowingly sold or leased defective Class
15 Vehicles without informing consumers about the Theft Prone Defect. The time
16 limits contained in Defendants' warranty periods were also unconscionable and
17 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
18 and Class Members had no meaningful choice in determining these time
19 limitations, the terms of which unreasonably favored Defendants. A gross disparity
20 in bargaining power existed between Defendants and Plaintiffs and other Class
21 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
22 sale.

23 4257. Furthermore, the circumstances described herein caused Defendants'
24 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
25 Class Members may seek alternative remedies. Indeed, these breaches of warranties
26 have denied Plaintiffs and Class Members the benefit of their respective bargains,
27 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
28 manner without the ever-present risk of them being stolen.

1 4258. Plaintiffs and Class Members have provided Defendants with
2 reasonable notice and opportunity to cure the breaches of their implied warranties
3 by way of the numerous complaints filed against them and the individual notice
4 letters sent by Class Members within a reasonable amount of time after the Theft
5 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
6 2022, Class Members sent notice letters to them.

7 4259. Alternatively, Plaintiffs and the Class Members were excused from
8 providing Defendants with notice and an opportunity to cure the breach, because it
9 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
10 have long known that the Class Vehicles contained the Theft Prone Defect;
11 however, to date, Defendants have not instituted an adequate and meaningful repair
12 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
13 had no reason to believe that Defendants would have adequately repaired the Theft
14 Prone Defect if they presented their Class Vehicles to them for repair.

15 4260. As a direct and proximate result of Defendants' breach of the implied
16 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
17 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
18 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
19 amount to be proven at trial.

20 **b. Tennessee Count 2: Violation of the Tennessee Consumer**
21 **Protection Act of 1977 (Tenn. Code Ann. § 47-18-101, et seq.)**
Against All Defendants

22 4261. Plaintiffs reallege and incorporate by reference all preceding
23 allegations as though fully set forth herein.

24 4262. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai Tennessee Class, against HMA and HMC.

26 4263. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia Tennessee Class, against KA and KC.
28

1 4264. For purposes of this count, the Hyundai Tennessee Class Members and
2 Kia Tennessee Class Members shall be referred to as “Class Members.”

3 4265. Defendants, Plaintiffs and Class Members are “persons” within the
4 meaning of Tenn. Code § 47-18-103(18).

5 4266. Plaintiffs and Class Members are “consumers” within the meaning of
6 Tenn. Code § 47-18-103(6).

7 4267. The Class Vehicles are “goods” within the meaning of Tenn. Code
8 § 47-18-103(12).

9 4268. Defendants are engaged in “trade, commerce, or consumer
10 transaction[s]” within the meaning of Tenn. Code § 47-18-103(24).

11 4269. The Tennessee Consumer Protection Act (“Tennessee CPA”) prohibits
12 “[u]nfair or deceptive acts or practices.” Tenn. Code § 47-18-104.

13 4270. In the course of their business, Defendants through their agents,
14 employees, and/or subsidiaries, violated the Tennessee CPA by knowingly and
15 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
16 material facts regarding the quality, reliability, and safety of the Class Vehicles and
17 the Theft Prone Defect, as detailed above.

18 4271. Defendants had an ongoing duty to the Plaintiffs and Class Members
19 to refrain from unfair or deceptive practices under the Tennessee CPA in the course
20 of their business. Specifically, Defendants owed Plaintiffs and Class Members a
21 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
22 Vehicles because, as detailed above:

23 a. Defendants had exclusive access to and far superior knowledge about
24 facts regarding the Theft Prone Defect and Defendants knew these
25 facts were not known to or reasonably discoverable by Plaintiffs or
26 Class Members;

27 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
28 and Class Members lack the sophisticated expertise in vehicle

1 components that would be necessary to discover the Theft Prone
2 Defect on their own;

3 c. Defendants knew that the Theft Prone Defect gave rise to safety
4 concerns for the consumers who use the Class Vehicles, and the Theft
5 Prone Defect would have been a material fact to the Class Members'
6 decisions to buy or lease Class Vehicles; and

7 d. Defendants made incomplete representations about the safety and
8 reliability of the Class Vehicles while purposefully withholding
9 material facts about a known safety defect. In uniform advertising and
10 materials provided with each Class Vehicle, HMA and KA
11 intentionally concealed, suppressed, and failed to disclose to the
12 consumers that the Class Vehicles contained the Theft Prone Defect.
13 Because they volunteered to provide information about the Class
14 Vehicles that they marketed and offered for sale and lease to
15 consumers, HMA and KA had the duty to disclose the whole truth.

16 4272. As detailed above, the information concerning the Theft Prone Defect
17 was known to Defendants at the time of advertising and selling the Class Vehicles,
18 all of which was intended to induce consumers to purchase the Class Vehicles.

19 4273. By misrepresenting the Class Vehicles as safe and reliable and free
20 from defects, and by failing to disclose and actively concealing the dangers and risk
21 posed by the Theft Prone Defect, Defendants engaged in one or more of the
22 following unfair or deceptive business practices prohibited by Tenn. Code § 47-18-
23 104:

- 24 a. Causing likelihood of confusion or of misunderstanding as to the
25 approval or certification of the Class Vehicles;
- 26 b. Representing that the Class Vehicles have approval, characteristics,
27 uses, or benefits that they do not have;
- 28 c. Representing that the Class Vehicles are of a particular standard,

quality, and grade when they are not;

d. Advertising the Class Vehicles with the intent not to sell or lease them as advertised;

e. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

f. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression, or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale/lease of the Class Vehicles, whether or not any person has in fact been misled, deceived or damaged thereby.

Tenn. Code § 47-18-104 (2), (5), (7), (9), and (27).

4274. Defendants intended for Plaintiffs and Class Members to rely on them to provide adequately designed Class Vehicles, and to honestly and accurately reveal the safety hazards described above.

4275. Defendants' unfair or deceptive acts or practices were designed to mislead and had a tendency or capacity to mislead and create a false impression in consumers that the Class Vehicles had adequate anti-theft protection, and that the Class Vehicles were not affected by the Theft Prone Defect. Indeed, those misrepresentations, concealments, omissions, and suppressions of material facts did in fact deceive reasonable consumers, including Plaintiffs and Class Members, about the true safety and reliability of Class Vehicles, the quality of the Class Vehicles, and the true value of the Class Vehicles.

4276. Defendants' misrepresentations, omissions, and concealment of material facts regarding the Theft Prone Defect and true characteristics of the Class Vehicles were material to the decisions of Plaintiffs and Class Members to purchase and lease those vehicles, as Defendants intended. Plaintiffs and Class Members were exposed to those misrepresentations, concealments, omissions, and

1 suppressions of material facts, and relied on Defendants' misrepresentations that the
2 Class Vehicles were safe and reliable in deciding to purchase and lease Class
3 Vehicles.

4 4277. Plaintiffs' and Class Members' reliance was reasonable, as they had no
5 way of discerning Defendants' representations were false and misleading, or
6 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
7 alleged above. Plaintiffs and Class Members did not, and could not, unravel
8 Defendants' deception on their own.

9 4278. Had they known the truth about the Theft Prone Defect, Plaintiffs and
10 Class Members would not have purchased or leased the Class Vehicles, or would
11 have paid significantly less for them.

12 4279. Plaintiffs and Class Members suffered ascertainable losses and actual
13 damages as a direct and proximate result of Defendants' concealment,
14 misrepresentations, and/or failure to disclose material information.

15 4280. Defendants' violations present a continuing risk to Plaintiffs and Class
16 Members, as well as to the general public, because the Class Vehicles remain
17 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
18 complained of herein affect the public interest.

19 4281. Pursuant to Tenn. Code §§ 47-18-108, 47-18-109, and 47-18-
20 109(a)(3), Plaintiffs and Class Members seek an order enjoining Defendants' unfair
21 or deceptive acts or practices and awarding damages and any other just and proper
22 relief available under the Tennessee CPA.

23 4282. Plaintiffs plead this claim separately as well as in the alternative to
24 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
25 for damages are dismissed or judgment is entered in favor of Defendants, Plaintiffs
26 will have no adequate legal remedy.

**c. Tennessee Count 3: Fraud by Omission and Concealment
Against All Defendants**

4283. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

4284. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Tennessee Class, against HMA and HMC.

4285. Plaintiffs bring this count individually and on behalf of the other members of the Kia Tennessee Class, against KA and KC.

4286. For purposes of this count, the Hyundai Tennessee Class Members and Kia Tennessee Class Members shall be referred to as “Class Members.”

4287. Defendants were aware of the Theft Prone Defect when they marketed and sold the Class Vehicles to Plaintiffs and Class Members.

4288. Having been aware of the Theft Prone Defect within the Class Vehicles, and having known that Plaintiffs and Class Members could not have reasonably been expected to know of the Theft Prone Defect, Defendants had a duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in connection with the sale of the Class Vehicles. Defendants further had a duty to disclose the Theft Prone Defect because:

- a. Defendants had exclusive access to and far superior knowledge about facts regarding the Theft Prone Defect and Defendants knew these facts were not known to or reasonably discoverable by Plaintiffs or Class Members;
- b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs and Class Members lack the sophisticated expertise in vehicle components that would be necessary to discover the Theft Prone Defect on their own;
- c. Defendants knew that the Theft Prone Defect gave rise to safety concerns for the consumers who use the Class Vehicles, and the Theft

1 Prone Defect would have been a material fact to the Class Members’
2 decisions to buy or lease Class Vehicles; and

3 d. Defendants made incomplete representations about the safety and
4 reliability of the Class Vehicles while purposefully withholding
5 material facts about a known safety defect. In uniform advertising and
6 materials provided with each Class Vehicle, HMA, and KA
7 intentionally concealed, suppressed, and failed to disclose to the
8 consumers that the Class Vehicles contained the Theft Prone Defect.
9 Because they volunteered to provide information about the Class
10 Vehicles that they marketed and offered for sale and lease to
11 consumers, HMA and KA had the duty to disclose the whole truth.

12 4289. In breach of their duties, Defendants failed to disclose the Theft Prone
13 Defect to Plaintiffs and Class Members in connection with the sale of the Class
14 Vehicles.

15 4290. For the reasons set forth above, the Theft Prone Defect within the
16 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
17 person would find it important in purchasing, leasing, or retaining a new or used
18 motor vehicle and because it directly impacts the value of the Class Vehicles
19 purchased or leased by the Plaintiffs and Class Members.

20 4291. Defendants intended for the Plaintiffs and Class Members to rely on
21 their omissions and concealment—which they did by purchasing and leasing the
22 Class Vehicles at the prices they paid believing that their vehicles would not have a
23 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
24 Vehicles.

25 4292. Plaintiffs and Class Members’ reliance was reasonable, as they had no
26 way of discerning that learning the facts that Defendants had concealed or failed to
27 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
28 deception on their own.

1 4293. Defendants actively concealed and suppressed these material facts, in
2 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
3 to avoid costly recalls that would expose them to liability for those expenses and
4 harm the commercial reputations of Defendants and their products. They did so at
5 the expense of Plaintiffs and Class Members.

6 4294. If Defendants had fully and adequately disclosed the Theft Prone
7 Defect to consumers, Plaintiffs and Class Members would have seen such a
8 disclosure.

9 4295. Through their omissions and concealment with respect to the Theft
10 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
11 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
12 otherwise would not have purchased, or pay more for a Class Vehicle than they
13 otherwise would have paid.

14 4296. Had Plaintiffs and Class Members known of the Theft Prone Defect
15 within the Class Vehicles, they would not have purchased the Class Vehicles or
16 would have paid less for them.

17 4297. As a direct and proximate result of Defendants' omissions, Plaintiffs
18 and other Class Members either overpaid for the Class Vehicles or would not have
19 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
20 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
21 damages in an amount to be proven at trial.

22 4298. Defendants' acts were done maliciously, oppressively, deliberately,
23 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
24 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
25 an assessment of punitive damages, as permitted by law, in an amount sufficient to
26 deter such conduct in the future, which amount shall be determined according to
27 proof at trial.
28

d. Tennessee Count 4: Unjust Enrichment Against All Defendants

4299. Plaintiffs reallege and incorporate by reference all allegations in Sections I-VI as if fully set forth herein.

4300. Plaintiffs bring this count under Tennessee law, individually and on behalf of the other members of the Hyundai Tennessee Class, against HMA and HMC.

4301. Plaintiffs bring this count under Tennessee law, individually and on behalf of the other members of the Kia Tennessee Class, against KA and KC.

4302. For purposes of this count, members of the Hyundai Tennessee Class and Kia Tennessee Class shall be referred to as “Class Members.”

4303. When they purchased and leased the Class Vehicles, Plaintiffs and Class Members conferred tangible and material economic benefits upon Defendants, who readily accepted and retained these benefits.

4304. Plaintiffs and Class Members would not have purchased or leased their Class Vehicles, or would have paid less for them, had they known of the Theft Prone Defect at the time of purchase or lease. Therefore, Defendants profited from the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs and Class Members.

4305. Defendants appreciated these economic benefits. These benefits were the expected result of Defendants acting in their pecuniary interest at the expense of their customers. They knew of these benefits because they were aware of the Theft Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and Class Members regarding the nature and quality of the Class Vehicles while profiting from this deception.

4306. It would be unjust, inequitable, and unconscionable for Defendants to retain these benefits, including because they were procured as a result of their wrongful conduct alleged above.

1 4307. Plaintiffs and Class Members are entitled to restitution of the benefits
2 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
3 Class Members to the position they occupied prior to dealing with those
4 Defendants, with such amounts to be determined at trial.

5 4308. Plaintiffs plead this claim separately as well as in the alternative to
6 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
7 for damages are dismissed or judgment is entered on them in favor of Defendants,
8 Plaintiffs will have no adequate legal remedy.

9 **42. Texas**

10 **a. Texas Count 1: Breach of Implied Warranty of**
11 **Merchantability (Tex. Bus. & Com. Code Ann. §§ 2.314 and**
12 **2A.212) Against HMA and KA**

13 4309. Plaintiffs reallege and incorporate by reference all preceding
14 allegations as though fully set forth herein.

15 4310. Plaintiffs bring this count individually and on behalf of the other
16 members of the Hyundai Texas Class, against HMA.

17 4311. Plaintiffs bring this count individually and on behalf of the other
18 members of the Kia Texas Class, against KA.

19 4312. For purposes of this count, the Hyundai Texas Class Members and Kia
20 Texas Class Members shall be referred to as "Class Members."

21 4313. For purposes of this count, HMA and KA shall be referred to as
22 "Defendants."

23 4314. A warranty that the Class Vehicles were in merchantable condition and
24 fit for the ordinary purpose for which such goods are used is implied by law
25 pursuant to Tex. Bus. & Com. Code Ann. §§ 2.314 and 2A.212.

26 4315. Defendants are and were at all relevant times "merchants" with respect
27 to motor vehicles under Tex. Bus. & Com. Code Ann. §§ 2.104(a) and 2A.103(c),
28 and "sellers" of motor vehicles under § 2.103(a)(4).

1 4316. With respect to leases, Defendants are and were at all relevant times
2 “lessors” of motor vehicles under Tex. Bus. & Com. Code Ann. § 2A.103(a)(16).

3 4317. All Class Members who purchased Class Vehicles in Texas are
4 “buyers” within the meaning of Tex. Bus. & Com. Code Ann. § 2.103(a).

5 4318. All Class Members who leased Class Vehicles in Texas are “lessees”
6 within the meaning of Tex. Bus. & Com. Code Ann. § 2A.103(a)(14).

7 4319. The Class Vehicles are and were at all relevant times “goods” within
8 the meaning of Tex. Bus. & Com. Code Ann. §§ 2.105(a) and 2A.103(a)(8).

9 4320. Defendants knew or had reason to know of the specific use for which
10 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
11 Class Members with an implied warranty that the Class Vehicles and any parts
12 thereof were merchantable and fit for the ordinary purposes for which they were
13 sold. This implied warranty included, among other things, a warranty that the Class
14 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
15 safe and reliable for providing transportation, would not be vulnerable to an
16 abnormally high risk of theft, and complied with applicable federal and state laws
17 and regulations, including FMVSS 114.

18 4321. However, the Class Vehicles did not comply with the implied warranty
19 of merchantability because they were defective and not in merchantable condition,
20 would not pass without objection in the trade, and were not fit for their ordinary
21 purpose of providing reasonably reliable, safe, and secure transportation at the time
22 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
23 Prone Defect, lacking any anti-theft features or design elements to provide an
24 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
25 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
26 vulnerable to theft, making them prime targets to be used as instrumentalities
27 through which thieves engage in reckless driving or other criminal activity.
28

1 4322. Any attempt by Defendants to disclaim or limit the implied warranty
2 of merchantability for their respective Class Vehicles vis-à-vis consumers is
3 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
4 are unenforceable because Defendants knowingly sold or leased defective Class
5 Vehicles without informing consumers about the Theft Prone Defect. The time
6 limits contained in Defendants' warranty periods were also unconscionable and
7 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
8 and Class Members had no meaningful choice in determining these time
9 limitations, the terms of which unreasonably favored Defendants. A gross disparity
10 in bargaining power existed between Defendants and Plaintiffs and other Class
11 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
12 sale.

13 4323. Furthermore, the circumstances described herein caused Defendants'
14 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
15 Class Members may seek alternative remedies. Indeed, these breaches of warranties
16 have denied Plaintiffs and Class Members the benefit of their respective bargains,
17 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
18 manner without the ever-present risk of them being stolen.

19 4324. Plaintiffs and Class Members have provided Defendants with
20 reasonable notice and opportunity to cure the breaches of their implied warranties
21 by way of the numerous complaints filed against them and the individual notice
22 letters sent by Class Members within a reasonable amount of time after the Theft
23 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
24 2022, Class Members sent notice letters to them.

25 4325. Alternatively, Plaintiffs and the Class Members were excused from
26 providing Defendants with notice and an opportunity to cure the breach, because it
27 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
28 have long known that the Class Vehicles contained the Theft Prone Defect;

1 however, to date, Defendants have not instituted an adequate and meaningful repair
2 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
3 had no reason to believe that Defendants would have adequately repaired the Theft
4 Prone Defect if they presented their Class Vehicles to them for repair.

5 4326. As a direct and proximate result of Defendants' breach of the implied
6 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
7 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
8 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
9 amount to be proven at trial.

10 **b. Texas Count 2: Violation of the Deceptive Trade Practices-**
11 **Consumer Protection Act (Tex. Bus. & Com. Code Ann.**
§ 17.41, et seq.) Against All Defendants

12 4327. Plaintiffs reallege and incorporate by reference all preceding
13 allegations as though fully set forth herein.

14 4328. Plaintiffs bring this count individually and on behalf of the other
15 members of the Hyundai Texas Class, against HMA and HMC.

16 4329. Plaintiffs bring this count individually and on behalf of the other
17 members of the Kia Texas Class, against KA and KC.

18 4330. For purposes of this count, the Hyundai Texas Class Members and Kia
19 Texas Class Members shall be referred to as "Class Members."

20 4331. Defendants, Plaintiffs, and Class Members are "persons" within the
21 meaning of Tex. Bus. & Com. Code Ann. § 17.45(3).

22 4332. The Plaintiffs and Class Members are "consumers" within the meaning
23 of Tex. Bus. & Com. Code Ann. § 17.45(4).

24 4333. The Class Vehicles are "goods" within the meaning of Tex. Bus. &
25 Com. Code Ann. § 17.45(1).

26 4334. Defendants were and are engaged in "trade" or "commerce" within the
27 meaning of Tex. Bus. & Com. Code Ann. § 17.45(6).
28

1 4335. The Deceptive Trade Practices-Consumer Protection Act (“Texas
2 DTPA”) prohibits “[f]alse, misleading, or deceptive acts or practices in the conduct
3 of any trade or commerce[,]” Tex. Bus. & Com. Code Ann. § 17.46(a), and an
4 “unconscionable action or course of action[,]” Tex. Bus. & Com. Code Ann.
5 §§ 17.45(5) and 17.50(a)(3).

6 4336. In the course of their business, Defendants, through their agents,
7 employees, and/or subsidiaries, violated the Texas DTPA by knowingly and
8 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
9 material facts regarding the quality, reliability, and safety of the Class Vehicles and
10 the Theft Prone Defect, as detailed above.

11 4337. Defendants had an ongoing duty to the Plaintiffs and Class Members
12 to refrain from unfair or deceptive practices under the Texas DTPA in the course of
13 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
14 duty to disclose all the material facts concerning the Immobilizer Theft Prone
15 Defect in the Class Vehicles because as detailed above:

- 16 a. Defendants had exclusive access to and far superior knowledge about
17 facts regarding the Theft Prone Defect and Defendants knew these
18 facts were not known to or reasonably discoverable by Plaintiffs or
19 Class Members;
- 20 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
21 and Class Members lack the sophisticated expertise in vehicle
22 components that would be necessary to discover the Theft Prone
23 Defect on their own;
- 24 c. Defendants knew that the Theft Prone Defect gave rise to safety
25 concerns for the consumers who use the Class Vehicles, and the Theft
26 Prone Defect would have been a material fact to the Class Members’
27 decisions to buy or lease Class Vehicles; and
- 28 d. Defendants made incomplete representations about the safety and

1 reliability of the Class Vehicles while purposefully withholding
2 material facts about a known safety defect. In uniform advertising and
3 materials provided with each Class Vehicle, HMA and KA
4 intentionally concealed, suppressed, and failed to disclose to the
5 consumers that the Class Vehicles contained the Theft Prone Defect.
6 Because they volunteered to provide information about the Class
7 Vehicles that they marketed and offered for sale and lease to
8 consumers, HMA and KA had the duty to disclose the whole truth.

9 4338. As detailed above, the information concerning the Theft Prone Defect
10 was known to Defendants at the time of advertising and selling the Class Vehicles,
11 all of which was intended to induce consumers to purchase the Class Vehicles.

12 4339. By misrepresenting the Class Vehicles as safe and reliable and free
13 from defects, and by failing to disclose and actively concealing the dangers and risk
14 posed by the Theft Prone Defect, Defendants engaged in one or more of the
15 following unfair or deceptive business practices prohibited by Tex. Bus. & Com.
16 Code Ann. §§ 17.46:

- 17 a. Representing that the Class Vehicles have characteristics, uses,
18 benefits, and qualities which they do not have;
- 19 b. Representing that the Class Vehicles are of a particular standard,
20 quality, and grade when they are not; and
- 21 c. Advertising the Class Vehicles with the intent not to sell or lease them
22 as advertised.

23 Tex. Bus. & Com. Code Ann. §§ 17.46(5), (7), and (9).

24 4340. Defendants intended for Plaintiffs and Class Members to rely on them
25 to provide adequately designed Class Vehicles, and to honestly and accurately
26 reveal the safety hazards described above.

27 4341. Defendants' unfair and deceptive acts or practices were designed to
28 mislead and had a tendency or capacity to mislead and create a false impression in

1 consumers that the Class Vehicles had adequate anti-theft protection, and that the
2 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
3 misrepresentations, concealments, omissions, and suppressions of material facts did
4 in fact deceive reasonable consumers, including the Plaintiffs and Class Members,
5 about the true safety and reliability of Class Vehicles, the quality of the Class
6 Vehicles, and the true value of the Class Vehicles.

7 4342. Defendant's misrepresentations, concealments, omissions, and
8 suppressions of material facts regarding the Theft Prone Defect and true
9 characteristics of the Class Vehicles were material to the decisions of the Plaintiffs
10 and Class Members to purchase and lease those vehicles, as intended. Plaintiffs and
11 Class Members were exposed to those misrepresentations, concealments,
12 omissions, and suppressions of material facts, and relied on Defendants'
13 misrepresentations that the Class Vehicles were safe and reliable in deciding to
14 purchase and lease Class Vehicles.

15 4343. Plaintiffs' and Class Members' reliance was reasonable, as they had no
16 way of discerning that Defendants' representations were false and misleading, or
17 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
18 alleged above. Plaintiffs and Class Members did not, and could not, unravel
19 Defendants' deception on their own.

20 4344. Had they known the truth about the Theft Prone Defect, Plaintiffs and
21 Class Members would not have purchased or leased Class Vehicles, or would have
22 paid significantly less for them.

23 4345. Plaintiffs and Class Members suffered ascertainable losses and actual
24 damages as a direct and proximate result of Defendants' concealment,
25 misrepresentations, and/or failure to disclose material information.

26 4346. Defendants' violations present a continuing risk to Plaintiffs and Class
27 Members, as well as to the general public, because the Class Vehicles remain
28

1 unsafe due to the .Theft Prone Defect. Defendants' unlawful acts and practices
2 complained of herein affect the public interest.

3 4347. On August 18, 2022, and September 12, 2022, Class Members sent
4 Defendants notice of the Theft Prone Defect. Additionally, all Defendants were
5 provided notice of the issues raised in this count and this Complaint by the
6 governmental investigations, the numerous complaints filed against them, internet
7 videos, news reports, and the many individual notice letters sent by Plaintiffs within
8 a reasonable amount of time after the allegations of Class Vehicle defects became
9 public. Because Defendants failed to remedy their unlawful conduct within the
10 requisite time period, Plaintiff seek all damages and relief to which Class Members
11 are entitled.

12 4348. Alternatively, any requirement to give notice to the Defendants under
13 Tex. Bus. & Com. Code Ann. § 17.505(a) is excused because, *inter alia*, notice was
14 impracticable due to the necessity of filing suit in order to prevent the expiration of
15 the statute of limitations on certain Plaintiffs and Class Members' claims.

16 4349. Pursuant to Tex. Bus. & Com. Code Ann. § 17.505, Plaintiffs and
17 Class Members seek an order enjoining Defendants' unfair or deceptive acts or
18 practices and awarding damages and any other just and proper relief available under
19 the Texas DTPA.

20 **c. Texas Count 3: Fraud by Omission and Concealment**
21 **Against All Defendants**

22 4350. Plaintiffs reallege and incorporate by reference all preceding
23 allegations as though fully set forth herein.

24 4351. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai Texas Class, against HMA and HMC.

26 4352. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia Texas Class, against KA and KC.
28

1 4353. For purposes of this count, the Hyundai Texas Class Members and Kia
2 Texas Class Members shall be referred to as “Class Members.”

3 4354. Defendants were aware of the Theft Prone Defect when they marketed
4 and sold the Class Vehicles to Plaintiffs and Class Members.

5 4355. Having been aware of the Theft Prone Defect within the Class
6 Vehicles, and having known that Plaintiffs and Class Members could not have
7 reasonably been expected to know of the Theft Prone Defect, Defendants had a
8 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
9 connection with the sale of the Class Vehicles. Defendants further had a duty to
10 disclose the Theft Prone Defect because:

- 11 a. Defendants had exclusive access to and far superior knowledge about
12 facts regarding the Theft Prone Defect and Defendants knew these
13 facts were not known to or reasonably discoverable by Plaintiffs or
14 Class Members;
- 15 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
16 and Class Members lack the sophisticated expertise in vehicle
17 components that would be necessary to discover the Theft Prone
18 Defect on their own;
- 19 c. Defendants knew that the Theft Prone Defect gave rise to safety
20 concerns for the consumers who use the Class Vehicles, and the Theft
21 Prone Defect would have been a material fact to the Class Members’
22 decisions to buy or lease Class Vehicles; and
- 23 d. Defendants made incomplete representations about the safety and
24 reliability of the Class Vehicles while purposefully withholding
25 material facts about a known safety defect. In uniform advertising and
26 materials provided with each Class Vehicle, HMA, and KA
27 intentionally concealed, suppressed, and failed to disclose to the
28 consumers that the Class Vehicles contained the Theft Prone Defect.

1 Because they volunteered to provide information about the Class
2 Vehicles that they marketed and offered for sale and lease to
3 consumers, HMA and KA had the duty to disclose the whole truth.

4 4356. In breach of their duties, Defendants failed to disclose the Theft Prone
5 Defect to Plaintiffs and Class Members in connection with the sale of the Class
6 Vehicles.

7 4357. For the reasons set forth above, the Theft Prone Defect within the
8 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
9 person would find it important in purchasing, leasing, or retaining a new or used
10 motor vehicle and because it directly impacts the value of the Class Vehicles
11 purchased or leased by the Plaintiffs and Class Members.

12 4358. Defendants intended for the Plaintiffs and Class Members to rely on
13 their omissions and concealment—which they did by purchasing and leasing the
14 Class Vehicles at the prices they paid believing that their vehicles would not have a
15 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
16 Vehicles.

17 4359. Plaintiffs and Class Members' reliance was reasonable, as they had no
18 way of discerning that learning the facts that Defendants had concealed or failed to
19 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
20 deception on their own.

21 4360. Defendants actively concealed and suppressed these material facts, in
22 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
23 to avoid costly recalls that would expose them to liability for those expenses and
24 harm the commercial reputations of Defendants and their products. They did so at
25 the expense of Plaintiffs and Class Members.

26 4361. If Defendants had fully and adequately disclosed the Theft Prone
27 Defect to consumers, Plaintiffs and Class Members would have seen such a
28 disclosure.

1 4362. Through their omissions and concealment with respect to the Theft
2 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
3 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
4 otherwise would not have purchased, or pay more for a Class Vehicle than they
5 otherwise would have paid.

6 4363. Had Plaintiffs and Class Members known of the Theft Prone Defect
7 within the Class Vehicles, they would not have purchased the Class Vehicles or
8 would have paid less for them.

9 4364. As a direct and proximate result of Defendants' omissions, Plaintiffs
10 and other Class Members either overpaid for the Class Vehicles or would not have
11 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
12 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
13 damages in an amount to be proven at trial.

14 4365. Defendants' acts were done maliciously, oppressively, deliberately,
15 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
16 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
17 an assessment of punitive damages, as permitted by law, in an amount sufficient to
18 deter such conduct in the future, which amount shall be determined according to
19 proof at trial.

20 **d. Texas Count 4: Unjust Enrichment Against All Defendants**

21 4366. Plaintiffs reallege and incorporate by reference all allegations in
22 Sections I-VI as if fully set forth herein.

23 4367. Plaintiffs bring this count under Texas law, individually and on behalf
24 of the other members of the Hyundai Texas Class, against HMA and HMC.

25 4368. Plaintiffs bring this count under Texas law, individually and on behalf
26 of the other members of the Kia Texas Class, against KA and KC.

27 4369. For purposes of this count, members of the Hyundai Texas Class and
28 Kia Texas Class shall be referred to as "Class Members."

1 4370. When they purchased and leased the Class Vehicles, Plaintiffs and
2 Class Members conferred tangible and material economic benefits upon
3 Defendants, who readily accepted and retained these benefits.

4 4371. Plaintiffs and Class Members would not have purchased or leased their
5 Class Vehicles, or would have paid less for them, had they known of the Theft
6 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
7 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
8 and Class Members.

9 4372. Defendants appreciated these economic benefits. These benefits were
10 the expected result of Defendants acting in their pecuniary interest at the expense of
11 their customers. They knew of these benefits because they were aware of the Theft
12 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
13 and Class Members regarding the nature and quality of the Class Vehicles while
14 profiting from this deception.

15 4373. It would be unjust, inequitable, and unconscionable for Defendants to
16 retain these benefits, including because they were procured as a result of their
17 wrongful conduct alleged above.

18 4374. Plaintiffs and Class Members are entitled to restitution of the benefits
19 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
20 Class Members to the position they occupied prior to dealing with those
21 Defendants, with such amounts to be determined at trial.

22 4375. Plaintiffs plead this claim separately as well as in the alternative to
23 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
24 for damages are dismissed or judgment is entered on them in favor of Defendants,
25 Plaintiffs will have no adequate legal remedy.

1 **43. Utah**

2 **a. Utah Count 1: Breach of Implied Warranty (Utah Code**
3 **Ann. §§ 70A-2-314 and 70A-2A-212) Against HMA and KA**

4 4376. Plaintiffs reallege and incorporate by reference all preceding
5 allegations as though fully set forth herein.

6 4377. Plaintiffs bring this count individually and on behalf of the other
7 members of the Hyundai Utah Class, against HMA.

8 4378. Plaintiffs bring this count individually and on behalf of the other
9 members of the Kia Utah Class, against KA.

10 4379. For purposes of this count, the Hyundai Utah Class Members and Kia
11 Utah Class Members shall be referred to as “Class Members.”

12 4380. For purposes of this count, HMA and KA shall be referred to as
13 “Defendants.”

14 4381. Defendants were at all relevant times “merchants” with respect to
15 motor vehicles under Utah Code § 70A-2-104(1) and 70A-2a-103(1)(t), and
16 “sellers” of motor vehicles under § 70A-2-103(1)(d).

17 4382. With respect to leases, Defendants are and were at all relevant times
18 “lessors” of motor vehicles under Utah Code § 70A-2a-103(1)(p).

19 4383. The Class Vehicles are and were at all relevant times “goods” within
20 the meaning of Utah Code §§ 70A-2-105(1) and 70A-2a-103(1)(h).

21 4384. A warranty that the Class Vehicles were in merchantable condition and
22 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
23 to Utah Code §§ 70A-2- 314 and 70A-2a-212.

24 4385. Defendants knew or had reason to know of the specific use for which
25 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
26 Class Members with an implied warranty that the Class Vehicles and any parts
27 thereof were merchantable and fit for the ordinary purposes for which they were
28 sold. This implied warranty included, among other things, a warranty that the Class

1 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
2 safe and reliable for providing transportation, would not be vulnerable to an
3 abnormally high risk of theft, and complied with applicable federal and state laws
4 and regulations, including FMVSS 114.

5 4386. However, the Class Vehicles did not comply with the implied warranty
6 of merchantability because they were defective and not in merchantable condition,
7 would not pass without objection in the trade, and were not fit for their ordinary
8 purpose of providing reasonably reliable, safe, and secure transportation at the time
9 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
10 Prone Defect, lacking any anti-theft features or design elements to provide an
11 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
12 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
13 vulnerable to theft, making them prime targets to be used as instrumentalities
14 through which thieves engage in reckless driving or other criminal activity.

15 4387. Any attempt by Defendants to disclaim or limit the implied warranty
16 of merchantability for their respective Class Vehicles vis-à-vis consumers is
17 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
18 are unenforceable because Defendants knowingly sold or leased defective Class
19 Vehicles without informing consumers about the Theft Prone Defect. The time
20 limits contained in Defendants' warranty periods were also unconscionable and
21 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
22 and Class Members had no meaningful choice in determining these time
23 limitations, the terms of which unreasonably favored Defendants. A gross disparity
24 in bargaining power existed between Defendants and Plaintiffs and other Class
25 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
26 sale.

27 4388. Furthermore, the circumstances described herein caused Defendants'
28 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and

1 Class Members may seek alternative remedies. Indeed, these breaches of warranties
2 have denied Plaintiffs and Class Members the benefit of their respective bargains,
3 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
4 manner without the ever-present risk of them being stolen.

5 4389. Plaintiffs and Class Members have provided Defendants with
6 reasonable notice and opportunity to cure the breaches of their implied warranties
7 by way of the numerous complaints filed against them and the individual notice
8 letters sent by Class Members within a reasonable amount of time after the Theft
9 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
10 2022, Class Members sent notice letters to them.

11 4390. Alternatively, Plaintiffs and the Class Members were excused from
12 providing Defendants with notice and an opportunity to cure the breach, because it
13 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
14 have long known that the Class Vehicles contained the Theft Prone Defect;
15 however, to date, Defendants have not instituted an adequate and meaningful repair
16 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
17 had no reason to believe that Defendants would have adequately repaired the Theft
18 Prone Defect if they presented their Class Vehicles to them for repair.

19 4391. As a direct and proximate result of Defendants' breach of the implied
20 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
21 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
22 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
23 amount to be proven at trial.

24 **b. Utah Count 2: Violation of the Utah Consumer Sales**
25 **Practices Act (Utah Code Ann. § 13-11-1, *et seq.*) Against All**
26 **Defendants**

27 4392. Plaintiffs reallege and incorporate by reference all preceding
28 allegations as though fully set forth herein.

1 4393. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai Utah Class, against HMA and HMC.

3 4394. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia Utah Class, against KA and KC.

5 4395. For purposes of this count, the Hyundai Utah Class Members and Kia
6 Utah Class Members shall be referred to as “Class Members.”

7 4396. Defendants are “supplier[s]” within the meaning of Utah Code § 13-
8 11-3(6).

9 4397. Plaintiff and the Utah State Class Members are “persons” under Utah
10 Code § 13-11-3(5).

11 4398. The sales and leases of the Class Vehicles to the Plaintiff and Utah
12 State Class Members were “consumer transactions” within the meaning of Utah
13 Code § 13-11-3(2).

14 4399. The Utah Consumer Sales Practices Act (“Utah CSPA”) makes
15 unlawful any “deceptive act or practice by a supplier in connection with a consumer
16 transaction.” Utah Code § 13-11-4. “An unconscionable act or practice by a
17 supplier in connection with a consumer transaction” also violates the Utah CSPA.
18 Utah Code § 13-11-5.

19 4400. In the course of their business, Defendants, through their agents,
20 employees, and/or subsidiaries, violated the Utah CSPA by knowingly and
21 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
22 material facts regarding the quality, reliability, and safety of the Class Vehicles and
23 the Theft Prone Defect, as detailed above.

24 4401. Defendants had an ongoing duty to Plaintiffs and Class Members to
25 refrain from unfair or deceptive practices under the Utah CSPA in the course of
26 their business. Specifically, Defendants owed the Plaintiffs and Class Members a
27 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
28 Vehicles because, as detailed above:

- 1 a. Defendants had exclusive access to and far superior knowledge about
- 2 facts regarding the Theft Prone Defect and Defendants knew these
- 3 facts were not known to or reasonably discoverable by Plaintiffs or
- 4 Class Members;
- 5 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
- 6 and Class Members lack the sophisticated expertise in vehicle
- 7 components that would be necessary to discover the Theft Prone
- 8 Defect on their own;
- 9 c. Defendants knew that the Theft Prone Defect gave rise to safety
- 10 concerns for the consumers who use the Class Vehicles, and the Theft
- 11 Prone Defect would have been a material fact to the Class Members'
- 12 decisions to buy or lease Class Vehicles; and
- 13 d. Defendants made incomplete representations about the safety and
- 14 reliability of the Class Vehicles while purposefully withholding
- 15 material facts about a known safety defect. In uniform advertising and
- 16 materials provided with each Class Vehicle, HMA and KA
- 17 intentionally concealed, suppressed, and failed to disclose to the
- 18 consumers that the Class Vehicles contained the Theft Prone Defect.
- 19 Because they volunteered to provide information about the Class
- 20 Vehicles that they marketed and offered for sale and lease to
- 21 consumers, HMA and KA had the duty to disclose the whole truth.

22 4402. As detailed above, the information concerning the Theft Prone Defect
23 was known to Defendants at the time of advertising and selling the Class Vehicles,
24 all of which was intended to induce consumers to purchase the Class Vehicles.

25 4403. By misrepresenting the Class Vehicles as safe and reliable and free
26 from defects, and by failing to disclose and actively concealing the dangers and risk
27 posed by the Theft Prone Defect, Defendants engaged in one or more of the
28 following unfair or deceptive business practices in violation of the Utah CSPA:

- 1 a. Indicating that the Class Vehicles have characteristics, uses, benefits,
2 and qualities which they do not have;
- 3 b. Indicating that the Class Vehicles are of a particular standard, quality,
4 and grade when they are not; and
- 5 c. Indicating that the Class Vehicles were supplied in accordance with
6 Defendants' prior representations, although they were not as
7 represented.

8 Utah Code § 13-11-4.

9 4404. Defendants intended for Plaintiffs and Class Members to rely on them
10 to provide adequately designed Class Vehicles, and to honestly and accurately
11 reveal the safety hazards described above.

12 4405. Defendants' unfair or deceptive acts or practices were designed to
13 mislead and had a tendency or capacity to mislead and create a false impression in
14 consumers that the Class Vehicles had adequate anti-theft protection, and that the
15 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
16 misrepresentations, concealments, omissions, and suppressions of material facts did
17 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
18 about the true safety and reliability of Class Vehicles, the quality of the Class
19 Vehicles, and the true value of the Class Vehicles.

20 4406. Defendants' misrepresentations, omissions, and concealment of
21 material facts regarding the Theft Prone Defect and true characteristics of the Class
22 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
23 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
24 were exposed to those misrepresentations, concealments, omissions, and
25 suppressions of material facts, and relied on Defendants' misrepresentations that the
26 Class Vehicles were safe and reliable in deciding to purchase and lease Class
27 Vehicles.
28

1 4407. Plaintiffs' and Class Members' reliance was reasonable, as they had no
2 way of discerning Defendants' representations were false and misleading, or
3 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
4 alleged above. Plaintiffs and Class Members did not, and could not, unravel
5 Defendants' deception on their own.

6 4408. Had they known the truth about the Theft Prone Defect, Plaintiffs and
7 Class Members would not have purchased or leased the Class Vehicles, or would
8 have paid significantly less for them.

9 4409. Plaintiffs and Class Members suffered ascertainable losses and actual
10 damages as a direct and proximate result of Defendants' concealment,
11 misrepresentations, and/or failure to disclose material information.

12 4410. Defendants' violations present a continuing risk to Plaintiffs and Class
13 Members, as well as to the general public, because the Class Vehicles remain
14 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
15 complained of herein affect the public interest.

16 4411. Plaintiff and the Utah State Class seek an order enjoining Defendants'
17 unfair and/or deceptive acts or practices, and awarding damages and any other just
18 and proper relief available under the Utah CSPA.

19 **c. Utah Count 3: Violation of the Utah Truth in Advertising**
20 **Law (Utah Code Ann. § 13-11a-1, *et seq.*) Against All**
21 **Defendants**

22 4412. Plaintiffs reallege and incorporate by reference all preceding
23 allegations as though fully set forth herein.

24 4413. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai Utah Class, against HMA and HMC.

26 4414. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia Utah Class, against KA and KC.

28 4415. For purposes of this count, the Hyundai Utah Class Members and Kia
Utah Class Members shall be referred to as "Class Members."

1 4416. Plaintiffs, Defendants, and Class Members are “person[s]” within the
2 meaning of Utah Code § 13-11a-1(7).

3 4417. Utah’s Truth In Advertising law makes unlawful any deceptive
4 practice undertaken in the course of a person’s business. Utah Code § 13-11a-3.

5 4418. In the course of their business, Defendants, through their agents,
6 employees, and/or subsidiaries, violated the Utah Truth In Advertising Law by
7 knowingly and intentionally misrepresenting, omitting, concealing, and/or failing to
8 disclose material facts regarding the quality, reliability, and safety of the Class
9 Vehicles and the Theft Prone Defect, as detailed above.

10 4419. Defendants had an ongoing duty to Plaintiffs and Class Members to
11 refrain from unfair or deceptive practices under the Utah Truth In Advertising Law
12 in the course of their business. Specifically, Defendants owed the Plaintiffs and
13 Class Members a duty to disclose all the material facts concerning the Theft Prone
14 Defect in the Class Vehicles because, as detailed above:

- 15 a. Defendants had exclusive access to and far superior knowledge about
16 facts regarding the Theft Prone Defect and Defendants knew these
17 facts were not known to or reasonably discoverable by Plaintiffs or
18 Class Members;
- 19 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
20 and Class Members lack the sophisticated expertise in vehicle
21 components that would be necessary to discover the Theft Prone
22 Defect on their own;
- 23 c. Defendants knew that the Theft Prone Defect gave rise to safety
24 concerns for the consumers who use the Class Vehicles, and the Theft
25 Prone Defect would have been a material fact to the Class Members’
26 decisions to buy or lease Class Vehicles; and
- 27 d. Defendants made incomplete representations about the safety and
28 reliability of the Class Vehicles while purposefully withholding

1 material facts about a known safety defect. In uniform advertising and
2 materials provided with each Class Vehicle, HMA and KA
3 intentionally concealed, suppressed, and failed to disclose to the
4 consumers that the Class Vehicles contained the Theft Prone Defect.
5 Because they volunteered to provide information about the Class
6 Vehicles that they marketed and offered for sale and lease to
7 consumers, HMA and KA had the duty to disclose the whole truth.

8 4420. By misrepresenting the Class Vehicles as safe and/or free from defects,
9 and by failing to disclose and actively concealing the dangers and risk posed by the
10 Class Vehicles and the Theft Prone Defect, Defendants engaged in one or more of
11 the following unfair or deceptive business practices prohibited by Utah Code § 13-
12 11a-3:

- 13 a. Causing likelihood of confusion or of misunderstanding as to the
14 approval or certification of the Class Vehicles;
- 15 b. Representing that the Class Vehicles have approval, characteristics,
16 uses, or benefits that they do not have;
- 17 c. Representing that the Class Vehicles are of a particular standard,
18 quality and grade when they are not;
- 19 d. Advertising the Class Vehicles with the intent not to sell or lease them
20 as advertised; and/or
- 21 e. Engaging in other conduct which created a likelihood of confusion or
22 of misunderstanding about the true characteristics of the Class
23 Vehicles.

24 4421. Defendants' unfair and deceptive acts or practices, including their
25 misrepresentations, concealments, omissions, and suppressions of material facts,
26 were designed to mislead and had a tendency or capacity to mislead and create a
27 false impression in consumers that the Class Vehicles had adequate anti-theft
28 protection, and that the Class Vehicles were not affected by the Theft Prone Defect.

1 Indeed, those misrepresentations, concealments, omissions, and suppressions of
2 material facts did in fact deceive reasonable consumers, including Plaintiffs and
3 Class Members, about the true safety and reliability of Class Vehicles, the quality
4 of the Class Vehicles, and the true value of the Class Vehicles.

5 4422. Defendants' misrepresentations, omissions, and concealment of
6 material facts regarding the Theft Prone Defect and true characteristics of the Class
7 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
8 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
9 were exposed to those misrepresentations, concealments, omissions, and
10 suppressions of material facts, and relied on Defendants' misrepresentations that the
11 Class Vehicles were safe and reliable in deciding to purchase and lease Class
12 Vehicles.

13 4423. Plaintiffs' and Class Members' reliance was reasonable, as they had no
14 way of discerning Defendants' representations were false and misleading, or
15 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
16 alleged above. Plaintiffs and Class Members did not, and could not, unravel
17 Defendants' deception on their own.

18 4424. Had they known the truth about the Theft Prone Defect, Plaintiffs and
19 Class Members would not have purchased or leased the Class Vehicles, or would
20 have paid significantly less for them.

21 4425. Plaintiffs and Class Members suffered ascertainable losses and actual
22 damages as a direct and proximate result of Defendants' concealment,
23 misrepresentations, and/or failure to disclose material information.

24 4426. Defendants' violations present a continuing risk to Plaintiffs and Class
25 Members, as well as to the general public, because the Class Vehicles remain
26 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
27 complained of herein affect the public interest.

28

1 4427. Plaintiffs and the Class Members seek an order enjoining Defendants'
2 unfair and/or deceptive acts or practices pursuant to Utah Code Ann. § 13-11a-4,
3 and awarding damages, punitive damages, and any other just and proper relief
4 available under the Utah Truth In Advertising law.

5 **d. Utah Count 4: Fraud by Omission and Concealment Against**
6 **All Defendants**

7 4428. Plaintiffs reallege and incorporate by reference all preceding
8 allegations as though fully set forth herein.

9 4429. Plaintiffs bring this count individually and on behalf of the other
10 members of the Hyundai Utah Class, against HMA and HMC.

11 4430. Plaintiffs bring this count individually and on behalf of the other
12 members of the Kia Utah Class, against KA and KC.

13 4431. For purposes of this count, the Hyundai Utah Class Members and Kia
14 Utah Class Members shall be referred to as "Class Members."

15 4432. Defendants were aware of the Theft Prone Defect when they marketed
16 and sold the Class Vehicles to Plaintiffs and Class Members.

17 4433. Having been aware of the Theft Prone Defect within the Class
18 Vehicles, and having known that Plaintiffs and Class Members could not have
19 reasonably been expected to know of the Theft Prone Defect, Defendants had a
20 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
21 connection with the sale of the Class Vehicles. Defendants further had a duty to
22 disclose the Theft Prone Defect because:

- 23 a. Defendants had exclusive access to and far superior knowledge about
24 facts regarding the Theft Prone Defect and Defendants knew these
25 facts were not known to or reasonably discoverable by Plaintiffs or
26 Class Members;
27 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
28 and Class Members lack the sophisticated expertise in vehicle

1 components that would be necessary to discover the Theft Prone
2 Defect on their own;

3 c. Defendants knew that the Theft Prone Defect gave rise to safety
4 concerns for the consumers who use the Class Vehicles, and the Theft
5 Prone Defect would have been a material fact to the Class Members'
6 decisions to buy or lease Class Vehicles; and

7 d. Defendants made incomplete representations about the safety and
8 reliability of the Class Vehicles while purposefully withholding
9 material facts about a known safety defect. In uniform advertising and
10 materials provided with each Class Vehicle, HMA, and KA
11 intentionally concealed, suppressed, and failed to disclose to the
12 consumers that the Class Vehicles contained the Theft Prone Defect.
13 Because they volunteered to provide information about the Class
14 Vehicles that they marketed and offered for sale and lease to
15 consumers, HMA and KA had the duty to disclose the whole truth.

16 4434. In breach of their duties, Defendants failed to disclose the Theft Prone
17 Defect to Plaintiffs and Class Members in connection with the sale of the Class
18 Vehicles.

19 4435. For the reasons set forth above, the Theft Prone Defect within the
20 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
21 person would find it important in purchasing, leasing, or retaining a new or used
22 motor vehicle and because it directly impacts the value of the Class Vehicles
23 purchased or leased by the Plaintiffs and Class Members.

24 4436. Defendants intended for the Plaintiffs and Class Members to rely on
25 their omissions and concealment—which they did by purchasing and leasing the
26 Class Vehicles at the prices they paid believing that their vehicles would not have a
27 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
28 Vehicles.

1 4437. Plaintiffs and Class Members' reliance was reasonable, as they had no
2 way of discerning that learning the facts that Defendants had concealed or failed to
3 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
4 deception on their own.

5 4438. Defendants actively concealed and suppressed these material facts, in
6 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
7 to avoid costly recalls that would expose them to liability for those expenses and
8 harm the commercial reputations of Defendants and their products. They did so at
9 the expense of Plaintiffs and Class Members.

10 4439. If Defendants had fully and adequately disclosed the Theft Prone
11 Defect to consumers, Plaintiffs and Class Members would have seen such a
12 disclosure.

13 4440. Through their omissions and concealment with respect to the Theft
14 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
15 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
16 otherwise would not have purchased, or pay more for a Class Vehicle than they
17 otherwise would have paid.

18 4441. Had Plaintiffs and Class Members known of the Theft Prone Defect
19 within the Class Vehicles, they would not have purchased the Class Vehicles or
20 would have paid less for them.

21 4442. As a direct and proximate result of Defendants' omissions, Plaintiffs
22 and other Class Members either overpaid for the Class Vehicles or would not have
23 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
24 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
25 damages in an amount to be proven at trial.

26 4443. Defendants' acts were done maliciously, oppressively, deliberately,
27 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
28 rights and well-being; and to enrich themselves. Defendants' misconduct warrants

1 an assessment of punitive damages, as permitted by law, in an amount sufficient to
2 deter such conduct in the future, which amount shall be determined according to
3 proof at trial.

4 **e. Utah Count 5: Unjust Enrichment Against All Defendants**

5 4444. Plaintiffs reallege and incorporate by reference all allegations in
6 Sections I-VI as if fully set forth herein.

7 4445. Plaintiffs bring this count under Utah law, individually and on behalf
8 of the other members of the Hyundai Utah Class, against HMA and HMC.

9 4446. Plaintiffs bring this count under Utah law, individually and on behalf
10 of the other members of the Kia Utah Class, against KA and KC.

11 4447. For purposes of this count, members of the Hyundai Utah Class and
12 Kia Utah Class shall be referred to as “Class Members.”

13 4448. When they purchased and leased the Class Vehicles, Plaintiffs and
14 Class Members conferred tangible and material economic benefits upon
15 Defendants, who readily accepted and retained these benefits.

16 4449. Plaintiffs and Class Members would not have purchased or leased their
17 Class Vehicles, or would have paid less for them, had they known of the Theft
18 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
19 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
20 and Class Members.

21 4450. Defendants appreciated these economic benefits. These benefits were
22 the expected result of Defendants acting in their pecuniary interest at the expense of
23 their customers. They knew of these benefits because they were aware of the Theft
24 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
25 and Class Members regarding the nature and quality of the Class Vehicles while
26 profiting from this deception.

1 4451. It would be unjust, inequitable, and unconscionable for Defendants to
2 retain these benefits, including because they were procured as a result of their
3 wrongful conduct alleged above.

4 4452. Plaintiffs and Class Members are entitled to restitution of the benefits
5 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
6 Class Members to the position they occupied prior to dealing with those
7 Defendants, with such amounts to be determined at trial.

8 4453. Plaintiffs plead this claim separately as well as in the alternative to
9 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
10 for damages are dismissed or judgment is entered on them in favor of Defendants,
11 Plaintiffs will have no adequate legal remedy.

12 **44. Vermont**

13 **a. Vermont Count 1: Breach of Implied Warranty (Vt. Stat.**
14 **Ann. Tit. 9A, §§ 2-314 and 2A-212) Against HMA and KA**

15 4454. Plaintiffs reallege and incorporate by reference all preceding
16 allegations as though fully set forth herein.

17 4455. Plaintiffs bring this count individually and on behalf of the other
18 members of the Hyundai Vermont Class, against HMA.

19 4456. Plaintiffs bring this count individually and on behalf of the other
20 members of the Kia Vermont Class, against KA.

21 4457. For purposes of this count, the Hyundai Vermont Class Members and
22 Kia Vermont Class Members shall be referred to as "Class Members."

23 4458. For purposes of this count, HMA and KA shall be referred to as
24 "Defendants."

25 4459. Defendants were at all relevant times "merchants" with respect to
26 motor vehicles under Vt. Stat. Tit. 9A, § 2-104(1) and 2A-103(1)(t), and "sellers"
27 of motor vehicles under § 2- 103(1)(d).
28

1 4460. With respect to leases, Defendants are and were at all relevant times
2 “lessors” of motor vehicles under Vt. Stat. Tit. 9A, § 2A-103(1)(p).

3 4461. The Class Vehicles are and were at all relevant times “goods” within
4 the meaning of Vt. Stat. Tit. 9A, §§ 2-105(1) and 2A-103(1)(h).

5 4462. A warranty that the Class Vehicles were in merchantable condition and
6 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
7 to Vt. Stat. Tit. 9A, §§ 2- 314 and 2A-212.

8 4463. Defendants knew or had reason to know of the specific use for which
9 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
10 Class Members with an implied warranty that the Class Vehicles and any parts
11 thereof were merchantable and fit for the ordinary purposes for which they were
12 sold. This implied warranty included, among other things, a warranty that the Class
13 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
14 safe and reliable for providing transportation, would not be vulnerable to an
15 abnormally high risk of theft, and complied with applicable federal and state laws
16 and regulations, including FMVSS 114.

17 4464. However, the Class Vehicles did not comply with the implied warranty
18 of merchantability because they were defective and not in merchantable condition,
19 would not pass without objection in the trade, and were not fit for their ordinary
20 purpose of providing reasonably reliable, safe, and secure transportation at the time
21 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
22 Prone Defect, lacking any anti-theft features or design elements to provide an
23 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
24 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
25 vulnerable to theft, making them prime targets to be used as instrumentalities
26 through which thieves engage in reckless driving or other criminal activity.

27 4465. Any attempt by Defendants to disclaim or limit the implied warranty
28 of merchantability for their respective Class Vehicles vis-à-vis consumers is

1 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
2 are unenforceable because Defendants knowingly sold or leased defective Class
3 Vehicles without informing consumers about the Theft Prone Defect. The time
4 limits contained in Defendants' warranty periods were also unconscionable and
5 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
6 and Class Members had no meaningful choice in determining these time
7 limitations, the terms of which unreasonably favored Defendants. A gross disparity
8 in bargaining power existed between Defendants and Plaintiffs and other Class
9 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
10 sale.

11 4466. Furthermore, the circumstances described herein caused Defendants'
12 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
13 Class Members may seek alternative remedies. Indeed, these breaches of warranties
14 have denied Plaintiffs and Class Members the benefit of their respective bargains,
15 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
16 manner without the ever-present risk of them being stolen.

17 4467. Plaintiffs and Class Members have provided Defendants with
18 reasonable notice and opportunity to cure the breaches of their implied warranties
19 by way of the numerous complaints filed against them and the individual notice
20 letters sent by Class Members within a reasonable amount of time after the Theft
21 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
22 2022, Class Members sent notice letters to them.

23 4468. Alternatively, Plaintiffs and the Class Members were excused from
24 providing Defendants with notice and an opportunity to cure the breach, because it
25 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
26 have long known that the Class Vehicles contained the Theft Prone Defect;
27 however, to date, Defendants have not instituted an adequate and meaningful repair
28 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members

1 had no reason to believe that Defendants would have adequately repaired the Theft
2 Prone Defect if they presented their Class Vehicles to them for repair.

3 4469. As a direct and proximate result of Defendants' breach of the implied
4 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
5 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
6 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
7 amount to be proven at trial.

8 **b. Vermont Count 2: Violation of the Vermont Consumer**
9 **Protection Act (Vt. Stat. Ann. Tit. 9, § 2451, *et seq.*) Against**
10 **All Defendants**

11 4470. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 4471. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Vermont Class, against HMA and HMC.

15 4472. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Vermont Class, against KA and KC.

17 4473. For purposes of this count, the Hyundai Vermont Class Members and
18 Kia Vermont Class Members shall be referred to as "Class Members."

19 4474. Plaintiffs, and the Class Members are "consumers" within the meaning
20 of Vt. Stat. Tit. 9, § 2451a(1).

21 4475. The Class Vehicles are "goods" within the meaning of Vt. Stat. Tit. 9,
22 § 2451a(2).

23 4476. The Vermont Consumer Protection Act ("Vermont CPA") prohibits
24 "[u]nfair methods of competition . . . and unfair or deceptive acts or practices." Vt.
25 Stat. Tit. 9, § 2453(a).

26 4477. In the course of their business, Defendants through their agents,
27 employees, and/or subsidiaries, violated the Vermont CPA by knowingly and
28 intentionally misrepresenting, omitting, concealing, and/or failing to disclose

1 material facts regarding the quality, reliability, and safety of the Class Vehicles and
2 the Theft Prone Defect, as detailed above.

3 4478. Defendants had an ongoing duty to the Plaintiffs and Class Members
4 to refrain from unfair or deceptive practices under the Vermont CPA in the course
5 of their business. Specifically, Defendants owed the Plaintiffs and Class Members a
6 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
7 Vehicles because, as detailed above:

- 8 a. Defendants had exclusive access to and far superior knowledge about
9 facts regarding the Theft Prone Defect and Defendants knew these
10 facts were not known to or reasonably discoverable by Plaintiffs or
11 Class Members;
- 12 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
13 and Class Members lack the sophisticated expertise in vehicle
14 components that would be necessary to discover the Theft Prone
15 Defect on their own;
- 16 c. Defendants knew that the Theft Prone Defect gave rise to safety
17 concerns for the consumers who use the Class Vehicles, and the Theft
18 Prone Defect would have been a material fact to the Class Members'
19 decisions to buy or lease Class Vehicles; and
- 20 d. Defendants made incomplete representations about the safety and
21 reliability of the Class Vehicles while purposefully withholding
22 material facts about a known safety defect. In uniform advertising and
23 materials provided with each Class Vehicle, HMA and KA
24 intentionally concealed, suppressed, and failed to disclose to the
25 consumers that the Class Vehicles contained the Theft Prone Defect.
26 Because they volunteered to provide information about the Class
27 Vehicles that they marketed and offered for sale and lease to
28 consumers, HMA and KA had the duty to disclose the whole truth.

1 4479. As detailed above, the information concerning the Theft Prone Defect
2 was known to Defendants at the time of advertising and selling the Class Vehicles,
3 all of which was intended to induce consumers to purchase the Class Vehicles.

4 4480. By misrepresenting the Class Vehicles as safe and reliable and free
5 from defects, and by failing to disclose and actively concealing the dangers and risk
6 posed by the Theft Prone Defect, Defendants engaged in one or more of the
7 following unfair or deceptive business practices prohibited by Vt. Stat. Tit. 9,
8 § 2453(a):

- 9 a. Causing likelihood of confusion or of misunderstanding as to the
10 approval or certification of the Class Vehicles;
- 11 b. Representing that the Class Vehicles have approval, characteristics,
12 uses, or benefits that they do not have;
- 13 c. Representing that the Class Vehicles are of a particular standard,
14 quality, and grade when they are not;
- 15 d. Advertising the Class Vehicles with the intent not to sell or lease them
16 as advertised;
- 17 e. Engaging in other conduct which created a likelihood of confusion or
18 of misunderstanding; and/or
- 19 f. Using or employing deception, fraud, false pretense, false promise or
20 misrepresentation, or the concealment, suppression, or omission of a
21 material fact with intent that others rely upon such concealment,
22 suppression, or omission, in connection with the advertisement and
23 sale/lease of the Class Vehicles, whether or not any person has in fact
24 been misled, deceived or damaged thereby.

25 Vt. Stat. Tit. 9, § 2453(a).

26 4481. Defendants intended for Plaintiffs and Class Members to rely on them
27 to provide adequately designed Class Vehicles, and to honestly and accurately
28 reveal the safety hazards described above.

1 4482. Defendants' unfair or deceptive acts or practices were designed to
2 mislead and had a tendency or capacity to mislead and create a false impression in
3 consumers that the Class Vehicles had adequate anti-theft protection, and that the
4 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
5 misrepresentations, concealments, omissions, and suppressions of material facts did
6 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
7 about the true safety and reliability of Class Vehicles, the quality of the Class
8 Vehicles, and the true value of the Class Vehicles.

9 4483. Defendants' misrepresentations, omissions, and concealment of
10 material facts regarding the Theft Prone Defect and true characteristics of the Class
11 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
12 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
13 were exposed to those misrepresentations, concealments, omissions, and
14 suppressions of material facts, and relied on Defendants' misrepresentations that the
15 Class Vehicles were safe and reliable in deciding to purchase and lease Class
16 Vehicles.

17 4484. Plaintiffs' and Class Members' reliance was reasonable, as they had no
18 way of discerning Defendants' representations were false and misleading, or
19 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
20 alleged above. Plaintiffs and Class Members did not, and could not, unravel
21 Defendants' deception on their own.

22 4485. Had they known the truth about the Theft Prone Defect, Plaintiffs and
23 Class Members would not have purchased or leased the Class Vehicles, or would
24 have paid significantly less for them.

25 4486. Plaintiffs and Class Members suffered ascertainable losses and actual
26 damages as a direct and proximate result of Defendants' concealment,
27 misrepresentations, and/or failure to disclose material information.
28

1 4487. Defendants' violations present a continuing risk to Plaintiffs and Class
2 Members, as well as to the general public, because the Class Vehicles remain
3 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
4 complained of herein affect the public interest.

5 4488. Pursuant to Vt. Stat. Tit. 9, § 2461(b), Plaintiffs and Class Members
6 seek an order enjoining Defendants' unfair or deceptive acts or practices and
7 awarding damages and any other just and proper relief available under the Vermont
8 CPA.

9 **c. Vermont Count 3: Fraud by Omission and Concealment**
10 **Against All Defendants**

11 4489. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 4490. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Vermont Class, against HMA and HMC.

15 4491. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Vermont Class, against KA and KC.

17 4492. For purposes of this count, the Hyundai Vermont Class Members and
18 Kia Vermont Class Members shall be referred to as "Class Members."

19 4493. Defendants were aware of the Theft Prone Defect when they marketed
20 and sold the Class Vehicles to Plaintiffs and Class Members.

21 4494. Having been aware of the Theft Prone Defect within the Class
22 Vehicles, and having known that Plaintiffs and Class Members could not have
23 reasonably been expected to know of the Theft Prone Defect, Defendants had a
24 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
25 connection with the sale of the Class Vehicles. Defendants further had a duty to
26 disclose the Theft Prone Defect because:

- 27 a. Defendants had exclusive access to and far superior knowledge about
28 facts regarding the Theft Prone Defect and Defendants knew these

1 facts were not known to or reasonably discoverable by Plaintiffs or
2 Class Members;

3 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
4 and Class Members lack the sophisticated expertise in vehicle
5 components that would be necessary to discover the Theft Prone
6 Defect on their own;

7 c. Defendants knew that the Theft Prone Defect gave rise to safety
8 concerns for the consumers who use the Class Vehicles, and the Theft
9 Prone Defect would have been a material fact to the Class Members'
10 decisions to buy or lease Class Vehicles; and

11 d. Defendants made incomplete representations about the safety and
12 reliability of the Class Vehicles while purposefully withholding
13 material facts about a known safety defect. In uniform advertising and
14 materials provided with each Class Vehicle, HMA, and KA
15 intentionally concealed, suppressed, and failed to disclose to the
16 consumers that the Class Vehicles contained the Theft Prone Defect.
17 Because they volunteered to provide information about the Class
18 Vehicles that they marketed and offered for sale and lease to
19 consumers, HMA and KA had the duty to disclose the whole truth.

20 4495. In breach of their duties, Defendants failed to disclose the Theft Prone
21 Defect to Plaintiffs and Class Members in connection with the sale of the Class
22 Vehicles.

23 4496. For the reasons set forth above, the Theft Prone Defect within the
24 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
25 person would find it important in purchasing, leasing, or retaining a new or used
26 motor vehicle and because it directly impacts the value of the Class Vehicles
27 purchased or leased by the Plaintiffs and Class Members.
28

1 4497. Defendants intended for the Plaintiffs and Class Members to rely on
2 their omissions and concealment—which they did by purchasing and leasing the
3 Class Vehicles at the prices they paid believing that their vehicles would not have a
4 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
5 Vehicles.

6 4498. Plaintiffs and Class Members’ reliance was reasonable, as they had no
7 way of discerning that learning the facts that Defendants had concealed or failed to
8 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants’
9 deception on their own.

10 4499. Defendants actively concealed and suppressed these material facts, in
11 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
12 to avoid costly recalls that would expose them to liability for those expenses and
13 harm the commercial reputations of Defendants and their products. They did so at
14 the expense of Plaintiffs and Class Members.

15 4500. If Defendants had fully and adequately disclosed the Theft Prone
16 Defect to consumers, Plaintiffs and Class Members would have seen such a
17 disclosure.

18 4501. Through their omissions and concealment with respect to the Theft
19 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
20 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
21 otherwise would not have purchased, or pay more for a Class Vehicle than they
22 otherwise would have paid.

23 4502. Had Plaintiffs and Class Members known of the Theft Prone Defect
24 within the Class Vehicles, they would not have purchased the Class Vehicles or
25 would have paid less for them.

26 4503. As a direct and proximate result of Defendants’ omissions, Plaintiffs
27 and other Class Members either overpaid for the Class Vehicles or would not have
28 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to

1 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
2 damages in an amount to be proven at trial.

3 4504. Defendants' acts were done maliciously, oppressively, deliberately,
4 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
5 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
6 an assessment of punitive damages, as permitted by law, in an amount sufficient to
7 deter such conduct in the future, which amount shall be determined according to
8 proof at trial.

9 **d. Vermont Count 4: Unjust Enrichment Against All**
10 **Defendants**

11 4505. Plaintiffs reallege and incorporate by reference all allegations in
12 Sections I-VI as if fully set forth herein.

13 4506. Plaintiffs bring this count under Vermont law, individually and on
14 behalf of the other members of the Hyundai Vermont Class, against HMA and
15 HMC.

16 4507. Plaintiffs bring this count under Vermont law, individually and on
17 behalf of the other members of the Kia Vermont Class, against KA and KC.

18 4508. For purposes of this count, members of the Hyundai Vermont Class
19 and Kia Vermont Class shall be referred to as "Class Members."

20 4509. When they purchased and leased the Class Vehicles, Plaintiffs and
21 Class Members conferred tangible and material economic benefits upon
22 Defendants, who readily accepted and retained these benefits.

23 4510. Plaintiffs and Class Members would not have purchased or leased their
24 Class Vehicles, or would have paid less for them, had they known of the Theft
25 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
26 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
27 and Class Members.
28

1 4511. Defendants appreciated these economic benefits. These benefits were
2 the expected result of Defendants acting in their pecuniary interest at the expense of
3 their customers. They knew of these benefits because they were aware of the Theft
4 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
5 and Class Members regarding the nature and quality of the Class Vehicles while
6 profiting from this deception.

7 4512. It would be unjust, inequitable, and unconscionable for Defendants to
8 retain these benefits, including because they were procured as a result of their
9 wrongful conduct alleged above.

10 4513. Plaintiffs and Class Members are entitled to restitution of the benefits
11 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
12 Class Members to the position they occupied prior to dealing with those
13 Defendants, with such amounts to be determined at trial.

14 4514. Plaintiffs plead this claim separately as well as in the alternative to
15 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
16 for damages are dismissed or judgment is entered on them in favor of Defendants,
17 Plaintiffs will have no adequate legal remedy.

18 **45. Virginia**

19 **a. Virginia Count 1: Breach of Implied Warranty (Va. Code**
20 **Ann. §§ 8.2-314 and 8.2A-212) Against HMA and KA**

21 4515. Plaintiffs reallege and incorporate by reference all preceding
22 allegations as though fully set forth herein.

23 4516. Plaintiffs bring this count individually and on behalf of the other
24 members of the Hyundai Virginia Class, against HMA.

25 4517. Plaintiffs bring this count individually and on behalf of the other
26 members of the Kia Virginia Class, against KA.

27 4518. For purposes of this count, the Hyundai Virginia Class Members and
28 Kia Virginia Class Members shall be referred to as "Class Members."

1 4519. For purposes of this count, HMA and KA shall be referred to as
2 “Defendants.”

3 4520. Defendants were at all relevant times “merchants” with respect to
4 motor vehicles under Va. Code § 8.2-104(1) and 8.2A-103(1)(t), and “sellers” of
5 motor vehicles under § 8.2- 103(1)(d).

6 4521. With respect to leases, Defendants are and were at all relevant times
7 “lessors” of motor vehicles under Va. Code § 8.2A-103(1)(p).

8 4522. The Class Vehicles are and were at all relevant times “goods” within
9 the meaning of Va. Code §§ 8.2-105(1) and 8.2A-103(1)(h).

10 4523. A warranty that the Class Vehicles were in merchantable condition and
11 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
12 to Va. Code §§ 8.2-314 and 8.2A-212.

13 4524. Defendants knew or had reason to know of the specific use for which
14 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
15 Class Members with an implied warranty that the Class Vehicles and any parts
16 thereof were merchantable and fit for the ordinary purposes for which they were
17 sold. This implied warranty included, among other things, a warranty that the Class
18 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
19 safe and reliable for providing transportation, would not be vulnerable to an
20 abnormally high risk of theft, and complied with applicable federal and state laws
21 and regulations, including FMVSS 114.

22 4525. However, the Class Vehicles did not comply with the implied warranty
23 of merchantability because they were defective and not in merchantable condition,
24 would not pass without objection in the trade, and were not fit for their ordinary
25 purpose of providing reasonably reliable, safe, and secure transportation at the time
26 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
27 Prone Defect, lacking any anti-theft features or design elements to provide an
28 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a

1 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
2 vulnerable to theft, making them prime targets to be used as instrumentalities
3 through which thieves engage in reckless driving or other criminal activity.

4 4526. Any attempt by Defendants to disclaim or limit the implied warranty
5 of merchantability for their respective Class Vehicles vis-à-vis consumers is
6 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
7 are unenforceable because Defendants knowingly sold or leased defective Class
8 Vehicles without informing consumers about the Theft Prone Defect. The time
9 limits contained in Defendants' warranty periods were also unconscionable and
10 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
11 and Class Members had no meaningful choice in determining these time
12 limitations, the terms of which unreasonably favored Defendants. A gross disparity
13 in bargaining power existed between Defendants and Plaintiffs and other Class
14 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
15 sale.

16 4527. Furthermore, the circumstances described herein caused Defendants'
17 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
18 Class Members may seek alternative remedies. Indeed, these breaches of warranties
19 have denied Plaintiffs and Class Members the benefit of their respective bargains,
20 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
21 manner without the ever-present risk of them being stolen.

22 4528. Plaintiffs and Class Members have provided Defendants with
23 reasonable notice and opportunity to cure the breaches of their implied warranties
24 by way of the numerous complaints filed against them and the individual notice
25 letters sent by Class Members within a reasonable amount of time after the Theft
26 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
27 2022, Class Members sent notice letters to them.

28

1 4529. Alternatively, Plaintiffs and the Class Members were excused from
2 providing Defendants with notice and an opportunity to cure the breach, because it
3 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
4 have long known that the Class Vehicles contained the Theft Prone Defect;
5 however, to date, Defendants have not instituted an adequate and meaningful repair
6 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
7 had no reason to believe that Defendants would have adequately repaired the Theft
8 Prone Defect if they presented their Class Vehicles to them for repair.

9 4530. As a direct and proximate result of Defendants' breach of the implied
10 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
11 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
12 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
13 amount to be proven at trial.

14 **b. Virginia Count 2: Violation of the Virginia Consumer**
15 **Protection Act (Va. Code Ann. §§ 59.1-196, et seq.) Against**
16 **All Defendants**

17 4531. Plaintiffs reallege and incorporate by reference all preceding
18 allegations as though fully set forth herein.

19 4532. Plaintiffs bring this count individually and on behalf of the other
20 members of the Hyundai Virginia Class, against HMA and HMC.

21 4533. Plaintiffs bring this count individually and on behalf of the other
22 members of the Kia Virginia Class, against KA and KC.

23 4534. For purposes of this count, the Hyundai Virginia Class Members and
24 Kia Virginia Class Members shall be referred to as "Class Members."

25 4535. Defendants, Plaintiffs and Class Members are "persons" within the
26 meaning of Va. Code § 59.1-198.

27 4536. Defendants are "supplier[s]" within the meaning of Va. Code § 59.1-
28 198.

1 4537. The Virginia Consumer Protection Act (“Virginia CPA”) makes
2 unlawful “fraudulent acts or practices.” Va. Code § 59.1-200(A).

3 4538. In the course of their business, Defendants, through their agents,
4 employees, and/or subsidiaries, violated the Virginia CPA by knowingly and
5 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
6 material facts regarding the quality, reliability, and safety of the Class Vehicles and
7 the Theft Prone Defect, as detailed above.

8 4539. Defendants had an ongoing duty to the Plaintiffs and Class Members
9 to refrain from unfair or deceptive practices under the Virginia CPA in the course
10 of their business. Specifically, Defendants owed the Plaintiffs and Class Members a
11 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
12 Vehicles because, as detailed above:

- 13 a. Defendants had exclusive access to and far superior knowledge about
14 facts regarding the Theft Prone Defect and Defendants knew these
15 facts were not known to or reasonably discoverable by Plaintiffs or
16 Class Members;
- 17 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
18 and Class Members lack the sophisticated expertise in vehicle
19 components that would be necessary to discover the Theft Prone
20 Defect on their own;
- 21 c. Defendants knew that the Theft Prone Defect gave rise to safety
22 concerns for the consumers who use the Class Vehicles, and the Theft
23 Prone Defect would have been a material fact to the Class Members’
24 decisions to buy or lease Class Vehicles; and
- 25 d. Defendants made incomplete representations about the safety and
26 reliability of the Class Vehicles while purposefully withholding
27 material facts about a known safety defect. In uniform advertising and
28 materials provided with each Class Vehicle, HMA and KA

1 intentionally concealed, suppressed, and failed to disclose to the
2 consumers that the Class Vehicles contained the Theft Prone Defect.
3 Because they volunteered to provide information about the Class
4 Vehicles that they marketed and offered for sale and lease to
5 consumers, HMA and KA had the duty to disclose the whole truth.

6 4540. As detailed above, the information concerning the Theft Prone Defect
7 was known to Defendants at the time of advertising and selling the Class Vehicles,
8 all of which was intended to induce consumers to purchase the Class Vehicles.

9 4541. By misrepresenting the Class Vehicles as safe and/or reliable and free
10 from defects, and by failing to disclose and actively concealing the dangers and risk
11 posed by the Class Vehicles and the Theft Prone Defect, Defendants engaged in one
12 or more of the following fraudulent, unfair or deceptive acts or practices as defined
13 in Va. Code § 59.1-200(A):

- 14 a. Misrepresenting that the Class Vehicles had characteristics, uses,
15 benefits, and qualities which they do not have;
- 16 b. Representing that the Class Vehicles are of a particular standard,
17 quality, and grade when they are not; and/or
- 18 c. Advertising the Class Vehicles with the intent not to sell or lease them
19 as advertised.

20 4542. Defendants intended for Plaintiffs and Class Members to rely on them
21 to provide adequately designed Class Vehicles, and to honestly and accurately
22 reveal the safety hazards described above.

23 4543. Defendants' unfair or deceptive acts or practices were designed to
24 mislead and had a tendency or capacity to mislead and create a false impression in
25 consumers that the Class Vehicles had adequate anti-theft protection, and that the
26 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
27 misrepresentations, concealments, omissions, and suppressions of material facts did
28 in fact deceive reasonable consumers, including Plaintiffs and Class Members,

1 about the true safety and reliability of Class Vehicles, the quality of the Class
2 Vehicles, and the true value of the Class Vehicles.

3 4544. Defendants' misrepresentations, omissions, and concealment of
4 material facts regarding the Theft Prone Defect and true characteristics of the Class
5 Vehicles were material to the decisions of Plaintiff and Class Members to purchase
6 and lease those vehicles, as Defendants intended. Plaintiff and Class Members were
7 exposed to those misrepresentations, concealments, omissions, and suppressions of
8 material facts, and relied on Defendants' misrepresentations that the Class Vehicles
9 were safe and reliable in deciding to purchase and lease Class Vehicles.

10 4545. Plaintiffs' and Class Members' reliance was reasonable, as they had no
11 way of discerning that Defendants' representations were false and misleading, or
12 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
13 alleged above. Plaintiffs and Class Members did not, and could not, unravel
14 Defendants' deception on their own.

15 4546. Had they and Class Members known the truth about the Theft Prone
16 Defect, Plaintiffs and Class Members would not have purchased or leased the Class
17 Vehicles, or would have paid significantly less for them.

18 4547. Plaintiffs and Class Members suffered ascertainable losses and actual
19 damages as a direct and proximate result of Defendants' concealment,
20 misrepresentations, and/or failure to disclose material information.

21 4548. Defendants' violations present a continuing risk to Plaintiffs and Class
22 Members, as well as to the general public, because the Class Vehicles remain
23 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
24 complained of herein affect the public interest.

25 4549. Pursuant to Va. Code § 59.1-204(A)-(B), Plaintiffs and Class Members
26 seek an order enjoining Defendants' unfair and/or deceptive acts or practices, and
27 awarding damages and any other just and proper relief available under the Virginia
28 UDTPA.

1 4550. Plaintiffs plead this claim separately as well as in the alternative to
2 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
3 for damages are dismissed or judgment is entered in favor of Defendants, Plaintiff
4 will have no adequate legal remedy.

5 **c. Virginia Count 3: Fraud by Omission and Concealment**
6 **Against All Defendants**

7 4551. Plaintiffs reallege and incorporate by reference all preceding
8 allegations as though fully set forth herein.

9 4552. Plaintiffs bring this count individually and on behalf of the other
10 members of the Hyundai Virginia Class, against HMA and HMC.

11 4553. Plaintiffs bring this count individually and on behalf of the other
12 members of the Kia Virginia Class, against KA and KC.

13 4554. For purposes of this count, the Hyundai Virginia Class Members and
14 Kia Virginia Class Members shall be referred to as "Class Members."

15 4555. Defendants were aware of the Theft Prone Defect when they marketed
16 and sold the Class Vehicles to Plaintiffs and Class Members.

17 4556. Having been aware of the Theft Prone Defect within the Class
18 Vehicles, and having known that Plaintiffs and Class Members could not have
19 reasonably been expected to know of the Theft Prone Defect, Defendants had a
20 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
21 connection with the sale of the Class Vehicles. Defendants further had a duty to
22 disclose the Theft Prone Defect because:

- 23 a. Defendants had exclusive access to and far superior knowledge about
24 facts regarding the Theft Prone Defect and Defendants knew these
25 facts were not known to or reasonably discoverable by Plaintiffs or
26 Class Members;
27 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
28 and Class Members lack the sophisticated expertise in vehicle

1 components that would be necessary to discover the Theft Prone
2 Defect on their own;

3 c. Defendants knew that the Theft Prone Defect gave rise to safety
4 concerns for the consumers who use the Class Vehicles, and the Theft
5 Prone Defect would have been a material fact to the Class Members'
6 decisions to buy or lease Class Vehicles; and

7 d. Defendants made incomplete representations about the safety and
8 reliability of the Class Vehicles while purposefully withholding
9 material facts about a known safety defect. In uniform advertising and
10 materials provided with each Class Vehicle, HMA, and KA
11 intentionally concealed, suppressed, and failed to disclose to the
12 consumers that the Class Vehicles contained the Theft Prone Defect.
13 Because they volunteered to provide information about the Class
14 Vehicles that they marketed and offered for sale and lease to
15 consumers, HMA and KA had the duty to disclose the whole truth.

16 4557. In breach of their duties, Defendants failed to disclose the Theft Prone
17 Defect to Plaintiffs and Class Members in connection with the sale of the Class
18 Vehicles.

19 4558. For the reasons set forth above, the Theft Prone Defect within the
20 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
21 person would find it important in purchasing, leasing, or retaining a new or used
22 motor vehicle and because it directly impacts the value of the Class Vehicles
23 purchased or leased by the Plaintiffs and Class Members.

24 4559. Defendants intended for the Plaintiffs and Class Members to rely on
25 their omissions and concealment—which they did by purchasing and leasing the
26 Class Vehicles at the prices they paid believing that their vehicles would not have a
27 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
28 Vehicles.

1 4560. Plaintiffs and Class Members' reliance was reasonable, as they had no
2 way of discerning that learning the facts that Defendants had concealed or failed to
3 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
4 deception on their own.

5 4561. Defendants actively concealed and suppressed these material facts, in
6 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
7 to avoid costly recalls that would expose them to liability for those expenses and
8 harm the commercial reputations of Defendants and their products. They did so at
9 the expense of Plaintiffs and Class Members.

10 4562. If Defendants had fully and adequately disclosed the Theft Prone
11 Defect to consumers, Plaintiffs and Class Members would have seen such a
12 disclosure.

13 4563. Through their omissions and concealment with respect to the Theft
14 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
15 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
16 otherwise would not have purchased, or pay more for a Class Vehicle than they
17 otherwise would have paid.

18 4564. Had Plaintiffs and Class Members known of the Theft Prone Defect
19 within the Class Vehicles, they would not have purchased the Class Vehicles or
20 would have paid less for them.

21 4565. As a direct and proximate result of Defendants' omissions, Plaintiffs
22 and other Class Members either overpaid for the Class Vehicles or would not have
23 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
24 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
25 damages in an amount to be proven at trial.

26 4566. Defendants' acts were done maliciously, oppressively, deliberately,
27 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
28 rights and well-being; and to enrich themselves. Defendants' misconduct warrants

1 an assessment of punitive damages, as permitted by law, in an amount sufficient to
2 deter such conduct in the future, which amount shall be determined according to
3 proof at trial.

4 **d. Virginia Count 4: Unjust Enrichment Against All**
5 **Defendants**

6 4567. Plaintiffs reallege and incorporate by reference all allegations in
7 Sections I-VI as if fully set forth herein.

8 4568. Plaintiffs bring this count under Virginia law, individually and on
9 behalf of the other members of the Hyundai Virginia Class, against HMA and
10 HMC.

11 4569. Plaintiffs bring this count under Virginia law, individually and on
12 behalf of the other members of the Kia Virginia Class, against KA and KC.

13 4570. For purposes of this count, members of the Hyundai Virginia Class
14 and Kia Virginia Class shall be referred to as “Class Members.”

15 4571. When they purchased and leased the Class Vehicles, Plaintiffs and
16 Class Members conferred tangible and material economic benefits upon
17 Defendants, who readily accepted and retained these benefits.

18 4572. Plaintiffs and Class Members would not have purchased or leased their
19 Class Vehicles, or would have paid less for them, had they known of the Theft
20 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
21 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
22 and Class Members.

23 4573. Defendants appreciated these economic benefits. These benefits were
24 the expected result of Defendants acting in their pecuniary interest at the expense of
25 their customers. They knew of these benefits because they were aware of the Theft
26 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
27 and Class Members regarding the nature and quality of the Class Vehicles while
28 profiting from this deception.

1 4574. It would be unjust, inequitable, and unconscionable for Defendants to
2 retain these benefits, including because they were procured as a result of their
3 wrongful conduct alleged above.

4 4575. Plaintiffs and Class Members are entitled to restitution of the benefits
5 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
6 Class Members to the position they occupied prior to dealing with those
7 Defendants, with such amounts to be determined at trial.

8 4576. Plaintiffs plead this claim separately as well as in the alternative to
9 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
10 for damages are dismissed or judgment is entered on them in favor of Defendants,
11 Plaintiffs will have no adequate legal remedy.

12 **46. Washington**

13 **a. Washington Count 1: Breach of Implied Warranty of**
14 **Merchantability (Wash. Rev. Code §§ 62A.2-314 and**
62A.2A-212) Against HMA and KA

15 4577. Plaintiffs reallege and incorporate by reference all preceding
16 allegations as though fully set forth herein.

17 4578. Plaintiffs bring this count individually and on behalf of the other
18 members of the Hyundai Washington Class, against HMA.

19 4579. Plaintiffs bring this count individually and on behalf of the other
20 members of the Kia Washington Class, against KA.

21 4580. For purposes of this count, the Hyundai Washington Class Members
22 and Kia Washington Class Members shall be referred to as "Class Members."

23 4581. For purposes of this count, HMA and KA shall be referred to as
24 "Defendants."

25 4582. Defendants knew or had reason to know of the specific use for which
26 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
27 Class Members with an implied warranty that the Class Vehicles and any parts
28 thereof were merchantable and fit for the ordinary purposes for which they were

1 sold. This implied warranty included, among other things, a warranty that the Class
2 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
3 safe and reliable for providing transportation, would not be vulnerable to an
4 abnormally high risk of theft, and complied with applicable federal and state laws
5 and regulations, including FMVSS 114.

6 4583. However, the Class Vehicles did not comply with the implied warranty
7 of merchantability because they were defective and not in merchantable condition,
8 would not pass without objection in the trade, and were not fit for their ordinary
9 purpose of providing reasonably reliable, safe, and secure transportation at the time
10 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
11 Prone Defect, lacking any anti-theft features or design elements to provide an
12 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
13 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
14 vulnerable to theft, making them prime targets to be used as instrumentalities
15 through which thieves engage in reckless driving or other criminal activity.

16 4584. Any attempt by Defendants to disclaim or limit the implied warranty
17 of merchantability for their respective Class Vehicles vis-à-vis consumers is
18 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
19 are unenforceable because Defendants knowingly sold or leased defective Class
20 Vehicles without informing consumers about the Theft Prone Defect. The time
21 limits contained in Defendants' warranty periods were also unconscionable and
22 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
23 and Class Members had no meaningful choice in determining these time
24 limitations, the terms of which unreasonably favored Defendants. A gross disparity
25 in bargaining power existed between Defendants and Plaintiffs and other Class
26 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
27 sale.
28

1 4585. Furthermore, the circumstances described herein caused Defendants'
2 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
3 Class Members may seek alternative remedies. Indeed, these breaches of warranties
4 have denied Plaintiffs and Class Members the benefit of their respective bargains,
5 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
6 manner without the ever-present risk of them being stolen.

7 4586. Plaintiffs and Class Members have provided Defendants with
8 reasonable notice and opportunity to cure the breaches of their implied warranties
9 by way of the numerous complaints filed against them and the individual notice
10 letters sent by Class Members within a reasonable amount of time after the Theft
11 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
12 2022, Class Members sent notice letters to them.

13 4587. Alternatively, Plaintiffs and the Class Members were excused from
14 providing Defendants with notice and an opportunity to cure the breach, because it
15 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
16 have long known that the Class Vehicles contained the Theft Prone Defect;
17 however, to date, Defendants have not instituted an adequate and meaningful repair
18 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
19 had no reason to believe that Defendants would have adequately repaired the Theft
20 Prone Defect if they presented their Class Vehicles to them for repair.

21 4588. As a direct and proximate result of Defendants' breach of the implied
22 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
23 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
24 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
25 amount to be proven at trial
26
27
28

1 **b. Washington Count 2: Violation of the Washington**
2 **Consumer Protection Act (Wash. Rev. Code § 19.86.010, et**
3 **seq.) Against All Defendants**

4 4589. Plaintiffs reallege and incorporate by reference all preceding
5 allegations as though fully set forth herein.

6 4590. Plaintiffs bring this count individually and on behalf of the other
7 members of the Hyundai Washington Class, against HMA and HMC.

8 4591. Plaintiffs bring his count individually and on behalf of the other
9 members of the Kia Washington Class, against KA and KC.

10 4592. For purposes of this count, the Hyundai Washington Class Members
11 and Kia Washington Class Members shall be referred to as “Class Members.”

12 4593. Defendants, Plaintiffs, and Class Members are “persons” within the
13 meaning of Wash. Rev. Code § 19.86.010(1).

14 4594. Class Vehicles and their ignition systems and anti-theft features are
15 “assets” within the meaning of Wash. Rev. Code § 19.86.010(3).

16 4595. Defendants are and were engaged in “trade” or “commerce” within the
17 meaning of Wash. Rev. Code § 19.86.010(2).

18 4596. The Washington Consumer Protection Act (“Washington CPA”) prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices
19 in the conduct of any trade or commerce[.]” Wash. Rev. Code § 19.86.020.

20 4597. In the course of their business, Defendants, through their agents,
21 employees, and/or subsidiaries, violated the Washington CPA by knowingly and
22 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
23 material facts regarding the quality, reliability, and safety of the Class Vehicles, and
24 the Theft Prone Defect, as detailed above.

25 4598. Defendants had an ongoing duty to Plaintiffs and Class Members to
26 refrain from unfair or deceptive practices under the Washington CPA in the course
27 of their business. Specifically, Defendants owed Plaintiffs and Class Members a
28

1 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
2 Vehicles because, as detailed above:

- 3 a. Defendants had exclusive access to and far superior knowledge about
4 facts regarding the Theft Prone Defect and Defendants knew these
5 facts were not known to or reasonably discoverable by Plaintiffs or
6 Class Members;
- 7 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
8 and Class Members lack the sophisticated expertise in vehicle
9 components that would be necessary to discover the Theft Prone
10 Defect on their own;
- 11 c. Defendants knew that the Theft Prone Defect gave rise to safety
12 concerns for the consumers who use the Class Vehicles, and the Theft
13 Prone Defect would have been a material fact to the Class Members'
14 decisions to buy or lease Class Vehicles; and
- 15 d. Defendants made incomplete representations about the safety and
16 reliability of the Class Vehicles while purposefully withholding
17 material facts about a known safety defect. In uniform advertising and
18 materials provided with each Class Vehicle, HMA and KA
19 intentionally concealed, suppressed, and failed to disclose to the
20 consumers that the Class Vehicles contained the Theft Prone Defect.
21 Because they volunteered to provide information about the Class
22 Vehicles that they marketed and offered for sale and lease to
23 consumers, HMA and KA had the duty to disclose the whole truth.

24 4599. As detailed above, the information concerning the Theft Prone Defect
25 was known to Defendants at the time of advertising and selling the Class Vehicles,
26 all of which was intended to induce consumers to purchase the Class Vehicles.

27 4600. By misrepresenting the Class Vehicles as safe and reliable and free
28 from defects, and by failing to disclose and actively concealing the dangers and risk

1 posed by the Theft Prone Defect Defendants engaged in unfair or deceptive
2 business practices prohibited by Wash. Rev. Code § 19.86.020.

3 4601. Defendants intended for Plaintiffs and Class Members to rely on them
4 to provide adequately designed Class Vehicles, and to honestly and accurately
5 reveal the safety hazards described above.

6 4602. Defendants' unfair or deceptive acts or practices were designed to
7 mislead and had a tendency or capacity to mislead and create a false impression in
8 consumers that the Class Vehicles had adequate anti-theft protection, and that the
9 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
10 misrepresentations, concealments, omissions, and suppressions of material facts did
11 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
12 about the true safety and reliability of Class Vehicles, the quality of the Class
13 Vehicles, and the true value of the Class Vehicles.

14 4603. Defendants' misrepresentations, omissions, and concealment of
15 material facts regarding the Theft Prone Defect and true characteristics of the Class
16 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
17 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
18 were exposed to those misrepresentations, concealments, omissions, and
19 suppressions of material facts, and relied on Defendants' misrepresentations that the
20 Class Vehicles were safe and reliable in deciding to purchase and lease the Class
21 Vehicles.

22 4604. Plaintiffs' and Class Members' reliance was reasonable, as they had no
23 way of discerning Defendants' representations were false and misleading, or
24 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
25 alleged above. Plaintiffs and Class Members did not, and could not, unravel
26 Defendants' deception on their own.

1 4605. Had they known the truth about the Theft Prone Defect, Plaintiffs and
2 Class Members would not have purchased or leased the Class Vehicles, or would
3 have paid significantly less for them.

4 4606. Plaintiffs and Class Members suffered ascertainable losses and actual
5 damages as a direct and proximate result of Defendants' concealment,
6 misrepresentations, and/or failure to disclose material information.

7 4607. Defendants' violations present a continuing risk to Plaintiffs and Class
8 Members, as well as to the general public, because the Class Vehicles remain
9 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
10 complained of herein affect the public interest.

11 4608. Pursuant to Wash. Rev. Code §§ 19.86.090, Plaintiffs and Class
12 Members seek an order enjoining Defendants' unfair or deceptive acts or practices
13 and awarding damages and any other just and proper relief available under the
14 Washington CPA.

15 **c. Washington Count 3: Fraud by Omission and Concealment**
16 **Against All Defendants**

17 4609. Plaintiffs reallege and incorporate by reference all preceding
18 allegations as though fully set forth herein.

19 4610. Plaintiffs bring this count individually and on behalf of the other
20 members of the Hyundai Washington Class, against HMA and HMC.

21 4611. Plaintiffs bring this count individually and on behalf of the other
22 members of the Kia Washington Class, against KA and KC.

23 4612. For purposes of this count, the Hyundai Washington Class Members
24 and Kia Washington Class Members shall be referred to as "Class Members."

25 4613. Defendants were aware of the Theft Prone Defect when they marketed
26 and sold the Class Vehicles to Plaintiffs and Class Members.

27 4614. Having been aware of the Theft Prone Defect within the Class
28 Vehicles, and having known that Plaintiffs and Class Members could not have

1 reasonably been expected to know of the Theft Prone Defect, Defendants had a
2 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
3 connection with the sale of the Class Vehicles. Defendants further had a duty to
4 disclose the Theft Prone Defect because:

- 5 a. Defendants had exclusive access to and far superior knowledge about
6 facts regarding the Theft Prone Defect and Defendants knew these
7 facts were not known to or reasonably discoverable by Plaintiffs or
8 Class Members;
- 9 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
10 and Class Members lack the sophisticated expertise in vehicle
11 components that would be necessary to discover the Theft Prone
12 Defect on their own;
- 13 c. Defendants knew that the Theft Prone Defect gave rise to safety
14 concerns for the consumers who use the Class Vehicles, and the Theft
15 Prone Defect would have been a material fact to the Class Members'
16 decisions to buy or lease Class Vehicles; and
- 17 d. Defendants made incomplete representations about the safety and
18 reliability of the Class Vehicles while purposefully withholding
19 material facts about a known safety defect. In uniform advertising and
20 materials provided with each Class Vehicle, HMA, and KA
21 intentionally concealed, suppressed, and failed to disclose to the
22 consumers that the Class Vehicles contained the Theft Prone Defect.
23 Because they volunteered to provide information about the Class
24 Vehicles that they marketed and offered for sale and lease to
25 consumers, HMA and KA had the duty to disclose the whole truth.

26 4615. In breach of their duties, Defendants failed to disclose the Theft Prone
27 Defect to Plaintiffs and Class Members in connection with the sale of the Class
28 Vehicles.

1 4616. For the reasons set forth above, the Theft Prone Defect within the
2 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
3 person would find it important in purchasing, leasing, or retaining a new or used
4 motor vehicle and because it directly impacts the value of the Class Vehicles
5 purchased or leased by the Plaintiffs and Class Members.

6 4617. Defendants intended for the Plaintiffs and Class Members to rely on
7 their omissions and concealment—which they did by purchasing and leasing the
8 Class Vehicles at the prices they paid believing that their vehicles would not have a
9 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
10 Vehicles.

11 4618. Plaintiffs and Class Members' reliance was reasonable, as they had no
12 way of discerning that learning the facts that Defendants had concealed or failed to
13 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
14 deception on their own.

15 4619. Defendants actively concealed and suppressed these material facts, in
16 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
17 to avoid costly recalls that would expose them to liability for those expenses and
18 harm the commercial reputations of Defendants and their products. They did so at
19 the expense of Plaintiffs and Class Members.

20 4620. If Defendants had fully and adequately disclosed the Theft Prone
21 Defect to consumers, Plaintiffs and Class Members would have seen such a
22 disclosure.

23 4621. Through their omissions and concealment with respect to the Theft
24 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
25 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
26 otherwise would not have purchased, or pay more for a Class Vehicle than they
27 otherwise would have paid.

28

1 4622. Had Plaintiffs and Class Members known of the Theft Prone Defect
2 within the Class Vehicles, they would not have purchased the Class Vehicles or
3 would have paid less for them.

4 4623. As a direct and proximate result of Defendants' omissions, Plaintiffs
5 and other Class Members either overpaid for the Class Vehicles or would not have
6 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
7 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
8 damages in an amount to be proven at trial.

9 4624. Defendants' acts were done maliciously, oppressively, deliberately,
10 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
11 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
12 an assessment of punitive damages, as permitted by law, in an amount sufficient to
13 deter such conduct in the future, which amount shall be determined according to
14 proof at trial.

15 **d. Washington Count 4: Unjust Enrichment Against All**
16 **Defendants**

17 4625. Plaintiffs reallege and incorporate by reference all allegations in
18 Sections I-VI as if fully set forth herein.

19 4626. Plaintiffs bring this count under Washington law, individually and on
20 behalf of the other members of the Hyundai Washington Class, against HMA and
21 HMC.

22 4627. Plaintiffs bring this count under Washington law, individually and on
23 behalf of the other members of the Kia Washington Class, against KA and KC.

24 4628. For purposes of this count, members of the Hyundai Washington Class
25 and Kia Washington Class shall be referred to as "Class Members."

26 4629. When they purchased and leased the Class Vehicles, Plaintiffs and
27 Class Members conferred tangible and material economic benefits upon
28 Defendants, who readily accepted and retained these benefits.

1 4630. Plaintiffs and Class Members would not have purchased or leased their
2 Class Vehicles, or would have paid less for them, had they known of the Theft
3 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
4 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
5 and Class Members.

6 4631. Defendants appreciated these economic benefits. These benefits were
7 the expected result of Defendants acting in their pecuniary interest at the expense of
8 their customers. They knew of these benefits because they were aware of the Theft
9 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
10 and Class Members regarding the nature and quality of the Class Vehicles while
11 profiting from this deception.

12 4632. It would be unjust, inequitable, and unconscionable for Defendants to
13 retain these benefits, including because they were procured as a result of their
14 wrongful conduct alleged above.

15 4633. Plaintiffs and Class Members are entitled to restitution of the benefits
16 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
17 Class Members to the position they occupied prior to dealing with those
18 Defendants, with such amounts to be determined at trial.

19 4634. Plaintiffs plead this claim separately as well as in the alternative to
20 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
21 for damages are dismissed or judgment is entered on them in favor of Defendants,
22 Plaintiffs will have no adequate legal remedy.

23 **47. West Virginia**

24 **a. West Virginia Count 1: Breach of Implied Warranty (W.**
25 **Va. Code §§ 46-2-314 and 46-2A-212) Against HMA and KA**

26 4635. Plaintiffs reallege and incorporate by reference all preceding
27 allegations as though fully set forth herein.
28

1 4636. Plaintiffs bring this count individually and on behalf of the other
2 members of the Hyundai West Virginia Class, against HMA.

3 4637. Plaintiffs bring this count individually and on behalf of the other
4 members of the Kia West Virginia Class, against KA.

5 4638. For purposes of this count, the Hyundai West Virginia Class Members
6 and Kia West Virginia Class Members shall be referred to as “Class Members.”

7 4639. For purposes of this count, HMA and KA shall be referred to as
8 “Defendants.”

9 4640. Defendants were at all relevant times “merchants” with respect to
10 motor vehicles under W. Va. Code §§ 46-2-104(1) and 46-2A-103(1)(t), and
11 “sellers” of motor vehicles under § 46-2-103(1)(d).

12 4641. With respect to leases, Defendants are and were at all relevant times
13 “lessors” of motor vehicles under W. Va. Code § 46-2A-103(1)(p).

14 4642. The Class Vehicles are and were at all relevant times “goods” within
15 the meaning of W. Va. Code §§ 46-2-105(1) and 46-2A-103(1)(h).

16 4643. A warranty that the Class Vehicles were in merchantable condition and
17 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
18 to W. Va. Code §§ 46-2- 314 and 46-2A-212.

19 4644. Defendants knew or had reason to know of the specific use for which
20 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
21 Class Members with an implied warranty that the Class Vehicles and any parts
22 thereof were merchantable and fit for the ordinary purposes for which they were
23 sold. This implied warranty included, among other things, a warranty that the Class
24 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
25 safe and reliable for providing transportation, would not be vulnerable to an
26 abnormally high risk of theft, and complied with applicable federal and state laws
27 and regulations, including FMVSS 114.
28

1 4645. However, the Class Vehicles did not comply with the implied warranty
2 of merchantability because they were defective and not in merchantable condition,
3 would not pass without objection in the trade, and were not fit for their ordinary
4 purpose of providing reasonably reliable, safe, and secure transportation at the time
5 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
6 Prone Defect, lacking any anti-theft features or design elements to provide an
7 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
8 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
9 vulnerable to theft, making them prime targets to be used as instrumentalities
10 through which thieves engage in reckless driving or other criminal activity.

11 4646. Any attempt by Defendants to disclaim or limit the implied warranty
12 of merchantability for their respective Class Vehicles vis-à-vis consumers is
13 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
14 are unenforceable because Defendants knowingly sold or leased defective Class
15 Vehicles without informing consumers about the Theft Prone Defect. The time
16 limits contained in Defendants' warranty periods were also unconscionable and
17 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
18 and Class Members had no meaningful choice in determining these time
19 limitations, the terms of which unreasonably favored Defendants. A gross disparity
20 in bargaining power existed between Defendants and Plaintiffs and other Class
21 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
22 sale.

23 4647. Furthermore, the circumstances described herein caused Defendants'
24 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
25 Class Members may seek alternative remedies. Indeed, these breaches of warranties
26 have denied Plaintiffs and Class Members the benefit of their respective bargains,
27 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
28 manner without the ever-present risk of them being stolen.

1 4648. Plaintiffs and Class Members have provided Defendants with
2 reasonable notice and opportunity to cure the breaches of their implied warranties
3 by way of the numerous complaints filed against them and the individual notice
4 letters sent by Class Members within a reasonable amount of time after the Theft
5 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
6 2022, Class Members sent notice letters to them.

7 4649. Alternatively, Plaintiffs and the Class Members were excused from
8 providing Defendants with notice and an opportunity to cure the breach, because it
9 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
10 have long known that the Class Vehicles contained the Theft Prone Defect;
11 however, to date, Defendants have not instituted an adequate and meaningful repair
12 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
13 had no reason to believe that Defendants would have adequately repaired the Theft
14 Prone Defect if they presented their Class Vehicles to them for repair.

15 4650. As a direct and proximate result of Defendants' breach of the implied
16 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
17 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
18 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
19 amount to be proven at trial.

20 **b. West Virginia Count 2: Violation of the Consumer Credit**
21 **and Protection Act (W. Va. Code § 46A-1-101, et seq.)**
22 **Against All Defendants**

23 4651. Plaintiffs reallege and incorporate by reference all preceding
24 allegations as though fully set forth herein.

25 4652. Plaintiffs bring this count individually and on behalf of the other
26 members of the Hyundai West Virginia Class, against HMA and HMC.

27 4653. Plaintiffs bring this count individually and on behalf of the other
28 members of the Kia West Virginia Class, against KA and KC.

1 4654. For purposes of this count, the Hyundai West Virginia Class Members
2 and Kia West Virginia Class Members shall be referred to as “Class Members.”

3 4655. Defendants, Plaintiffs and Class Members are “persons” within the
4 meaning of W. Va. Code § 46A-1-102(31). The Class Members are “consumers”
5 within the meaning of W. Va. Code §§ 46A-6-102(2) and 46A-1-102(12).

6 4656. Defendants are engaged in “trade” or “commerce” within the meaning
7 of W. Va. Code within the meaning of W. Va. Code § 46A-6-102(6).

8 4657. The West Virginia Consumer Credit and Protection Act (West Virginia
9 CCPA”) makes unlawful “[u]nfair methods of competition and unfair or deceptive
10 acts or practices in the conduct of any trade or commerce.” W. Va. Code § 46A-6-
11 104.

12 4658. In the course of their business, Defendants, through their agents,
13 employees, and/or subsidiaries, violated the West Virginia CCPA by knowingly
14 and intentionally misrepresenting, omitting, concealing, and/or failing to disclose
15 material facts regarding the quality, reliability, and safety of the Class Vehicles and
16 the Theft Prone Defect, as detailed above.

17 4659. Defendants had an ongoing duty to the Plaintiffs and Class Members
18 to refrain from unfair or deceptive practices under the West Virginia CCPA in the
19 course of their business. Specifically, Defendants owed the Plaintiffs and Class
20 Members a duty to disclose all the material facts concerning the Theft Prone Defect
21 in the Class Vehicles because, as detailed above:

- 22 a. Defendants had exclusive access to and far superior knowledge about
23 facts regarding the Theft Prone Defect and Defendants knew these
24 facts were not known to or reasonably discoverable by Plaintiffs or
25 Class Members;
- 26 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
27 and Class Members lack the sophisticated expertise in vehicle
28 components that would be necessary to discover the Theft Prone

1 Defect on their own;

2 c. Defendants knew that the Theft Prone Defect gave rise to safety
3 concerns for the consumers who use the Class Vehicles, and the Theft
4 Prone Defect would have been a material fact to the Class Members'
5 decisions to buy or lease Class Vehicles;

6 d. Defendants made incomplete representations about the safety and
7 reliability of the Class Vehicles while purposefully withholding
8 material facts about a known safety defect. In uniform advertising and
9 materials provided with each Class Vehicle, HMA and KA
10 intentionally concealed, suppressed, and failed to disclose to the
11 consumers that the Class Vehicles contained the Theft Prone Defect.
12 Because they volunteered to provide information about the Class
13 Vehicles that they marketed and offered for sale and lease to
14 consumers, HMA and KA had the duty to disclose the whole truth.

15 4660. As detailed above, the information concerning the Theft Prone Defect
16 was known to Defendants at the time of advertising and selling the Class Vehicles,
17 all of which was intended to induce consumers to purchase the Class Vehicles.

18 4661. By misrepresenting the Class Vehicles as safe and reliable and free
19 from defects, and by failing to disclose and actively concealing the dangers and risk
20 posed by the Theft Prone Defect, Defendants engaged in one or more of the
21 following unfair or deceptive business practices prohibited by W. Va. Code § 46A-
22 6-102(7):

23 a. representing that the Class Vehicles have characteristics, uses,
24 benefits, and qualities which they do not have;

25 b. representing that the Class Vehicles are of a particular standard,
26 quality, and grade when they are not;

27 c. advertising the Class Vehicles with the intent not to sell them as
28 advertised;

- 1 d. engaging in any other conduct which similarly creates a likelihood of
2 confusion or of misunderstanding; and
- 3 e. Using or employing deception, fraud, false pretense, false promise or
4 misrepresentation, or the concealment, suppression, or omission of a
5 material fact with intent that others rely upon such concealment,
6 suppression or omission, in connection with the advertisement and
7 sale/lease of the Class Vehicles, whether or not any person has in fact
8 been misled, deceived or damaged thereby.

9 4662. Defendants intended for Plaintiffs and Class Members to rely on them
10 to provide adequately designed Class Vehicles, and to honestly and accurately
11 reveal the safety hazards described above.

12 4663. Defendants' unfair and deceptive acts or practices were designed to
13 mislead and had a tendency or capacity to mislead and create a false impression in
14 consumers that the Class Vehicles had adequate anti-theft protection, and that the
15 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
16 misrepresentations, concealments, omissions, and suppressions of material facts did
17 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
18 about the true safety and reliability of Class Vehicles, the quality of the Class
19 Vehicles, and the true value of the Class Vehicles.

20 4664. Defendants' misrepresentations, omissions, and concealment of
21 material facts regarding the Theft Prone Defect and true characteristics of the Class
22 Vehicles were material to the decisions of Plaintiffs and Class Members to purchase
23 and lease those vehicles, as Defendants intended. Plaintiffs and Class Members
24 were exposed to those misrepresentations, concealments, omissions, and
25 suppressions of material facts, and relied on Defendants' misrepresentations that the
26 Class Vehicles were safe and reliable in deciding to purchase and lease Class
27 Vehicles.
28

1 4665. Plaintiffs' and Class Members' reliance was reasonable, as they had no
2 way of discerning that Defendants' representations were false and misleading, or
3 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
4 alleged above. Plaintiff and Class Members did not, and could not, unravel
5 Defendants' deception on their own.

6 4666. Had Plaintiffs and Class Members known the truth about the Theft
7 Prone Defect, Plaintiffs and Class Members would not have purchased or leased the
8 Class Vehicles, or would have paid significantly less for them.

9 4667. Plaintiffs and Class Members suffered ascertainable losses and actual
10 damages as a direct and proximate result of Defendants' concealment,
11 misrepresentations, and/or failure to disclose material information.

12 4668. Defendants' violations present a continuing risk to Plaintiffs and Class
13 Members, as well as to the general public, because the Class Vehicles remain
14 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
15 complained of herein affect the public interest.

16 4669. Pursuant to W. Va. Code § 46A-6-106(a), Plaintiffs and Class
17 Members seek an order enjoining Defendants' unfair and/or deceptive acts or
18 practices, and awarding damages and any other just and proper relief available
19 under the West Virginia CCPA.

20 **c. West Virginia Count 3: Fraud by Omission and**
21 **Concealment Against All Defendants**

22 4670. Plaintiffs reallege and incorporate by reference all preceding
23 allegations as though fully set forth herein.

24 4671. Plaintiffs bring this count individually and on behalf of the other
25 members of the Hyundai West Virginia Class, against HMA and HMC.

26 4672. Plaintiffs bring this count individually and on behalf of the other
27 members of the Kia West Virginia Class, against KA and KC.
28

1 4673. For purposes of this count, the Hyundai West Virginia Class Members
2 and Kia West Virginia Class Members shall be referred to as “Class Members.”

3 4674. Defendants were aware of the Theft Prone Defect when they marketed
4 and sold the Class Vehicles to Plaintiffs and Class Members.

5 4675. Having been aware of the Theft Prone Defect within the Class
6 Vehicles, and having known that Plaintiffs and Class Members could not have
7 reasonably been expected to know of the Theft Prone Defect, Defendants had a
8 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
9 connection with the sale of the Class Vehicles. Defendants further had a duty to
10 disclose the Theft Prone Defect because:

- 11 a. Defendants had exclusive access to and far superior knowledge about
12 facts regarding the Theft Prone Defect and Defendants knew these
13 facts were not known to or reasonably discoverable by Plaintiffs or
14 Class Members;
- 15 b. Given the Theft Prone Defect’s hidden and technical nature, Plaintiffs
16 and Class Members lack the sophisticated expertise in vehicle
17 components that would be necessary to discover the Theft Prone
18 Defect on their own;
- 19 c. Defendants knew that the Theft Prone Defect gave rise to safety
20 concerns for the consumers who use the Class Vehicles, and the Theft
21 Prone Defect would have been a material fact to the Class Members’
22 decisions to buy or lease Class Vehicles; and
- 23 d. Defendants made incomplete representations about the safety and
24 reliability of the Class Vehicles while purposefully withholding
25 material facts about a known safety defect. In uniform advertising and
26 materials provided with each Class Vehicle, HMA, and KA
27 intentionally concealed, suppressed, and failed to disclose to the
28 consumers that the Class Vehicles contained the Theft Prone Defect.

1 Because they volunteered to provide information about the Class
2 Vehicles that they marketed and offered for sale and lease to
3 consumers, HMA and KA had the duty to disclose the whole truth.

4 4676. In breach of their duties, Defendants failed to disclose the Theft Prone
5 Defect to Plaintiffs and Class Members in connection with the sale of the Class
6 Vehicles.

7 4677. For the reasons set forth above, the Theft Prone Defect within the
8 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
9 person would find it important in purchasing, leasing, or retaining a new or used
10 motor vehicle and because it directly impacts the value of the Class Vehicles
11 purchased or leased by the Plaintiffs and Class Members.

12 4678. Defendants intended for the Plaintiffs and Class Members to rely on
13 their omissions and concealment—which they did by purchasing and leasing the
14 Class Vehicles at the prices they paid believing that their vehicles would not have a
15 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
16 Vehicles.

17 4679. Plaintiffs and Class Members' reliance was reasonable, as they had no
18 way of discerning that learning the facts that Defendants had concealed or failed to
19 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
20 deception on their own.

21 4680. Defendants actively concealed and suppressed these material facts, in
22 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
23 to avoid costly recalls that would expose them to liability for those expenses and
24 harm the commercial reputations of Defendants and their products. They did so at
25 the expense of Plaintiffs and Class Members.

26 4681. If Defendants had fully and adequately disclosed the Theft Prone
27 Defect to consumers, Plaintiffs and Class Members would have seen such a
28 disclosure.

1 4682. Through their omissions and concealment with respect to the Theft
2 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
3 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
4 otherwise would not have purchased, or pay more for a Class Vehicle than they
5 otherwise would have paid.

6 4683. Had Plaintiffs and Class Members known of the Theft Prone Defect
7 within the Class Vehicles, they would not have purchased the Class Vehicles or
8 would have paid less for them.

9 4684. As a direct and proximate result of Defendants' omissions, Plaintiffs
10 and other Class Members either overpaid for the Class Vehicles or would not have
11 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
12 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
13 damages in an amount to be proven at trial.

14 4685. Defendants' acts were done maliciously, oppressively, deliberately,
15 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
16 rights and well-being; and to enrich themselves. Defendants' misconduct warrants
17 an assessment of punitive damages, as permitted by law, in an amount sufficient to
18 deter such conduct in the future, which amount shall be determined according to
19 proof at trial.

20 **d. West Virginia Count 4: Unjust Enrichment Against All**
21 **Defendants**

22 4686. Plaintiffs reallege and incorporate by reference all allegations in
23 Sections I-VI as if fully set forth herein.

24 4687. Plaintiffs bring this count under West Virginia law, individually and
25 on behalf of the other members of the Hyundai West Virginia Class, against HMA
26 and HMC.
27
28

1 4688. Plaintiffs bring this count under West Virginia law, individually and
2 on behalf of the other members of the Kia West Virginia Class, against KA and
3 KC.

4 4689. For purposes of this count, members of the Hyundai West Virginia
5 Class and Kia West Virginia Class shall be referred to as “Class Members.”

6 4690. When they purchased and leased the Class Vehicles, Plaintiffs and
7 Class Members conferred tangible and material economic benefits upon
8 Defendants, who readily accepted and retained these benefits.

9 4691. Plaintiffs and Class Members would not have purchased or leased their
10 Class Vehicles, or would have paid less for them, had they known of the Theft
11 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
12 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
13 and Class Members.

14 4692. Defendants appreciated these economic benefits. These benefits were
15 the expected result of Defendants acting in their pecuniary interest at the expense of
16 their customers. They knew of these benefits because they were aware of the Theft
17 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
18 and Class Members regarding the nature and quality of the Class Vehicles while
19 profiting from this deception.

20 4693. It would be unjust, inequitable, and unconscionable for Defendants to
21 retain these benefits, including because they were procured as a result of their
22 wrongful conduct alleged above.

23 4694. Plaintiffs and Class Members are entitled to restitution of the benefits
24 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
25 Class Members to the position they occupied prior to dealing with those
26 Defendants, with such amounts to be determined at trial.

27 4695. Plaintiffs plead this claim separately as well as in the alternative to
28 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs’ claims

1 for damages are dismissed or judgment is entered on them in favor of Defendants,
2 Plaintiffs will have no adequate legal remedy.

3 **48. Wisconsin**

4 **a. Wisconsin Count 1: Breach of Implied Warranty of**
5 **Merchantability (Wis. Stat. §§ 402.314 and 411.212) Against**
6 **HMA and KMA**

7 4696. Plaintiffs reallege and incorporate by reference all preceding
8 allegations as though fully set forth herein.

9 4697. Plaintiffs bring this count individually and on behalf of the other
10 members of the Hyundai Wisconsin Class, against HMA.

11 4698. Plaintiffs bring this count individually and on behalf of the other
12 members of the Kia Wisconsin Class, against KA.

13 4699. For purposes of this count, the Hyundai Wisconsin Class Members and
14 Kia Wisconsin Class Members shall be referred to as “Class Members.”

15 4700. For purposes of this count, HMA and KA shall be referred to as
16 “Defendants.”

17 4701. A warranty that the Class Vehicles were in merchantable condition and
18 fit for the ordinary purpose for which such goods are used is implied by law
19 pursuant to Wis. Stat. §§ 402.314 and 411.212.

20 4702. Defendants are and were at all relevant times “merchants” with respect
21 to motor vehicles under Wis. Stat. §§ 402.104(3) and 411.103(1)(t), and “sellers” of
22 motor vehicles under § 402.103(1)(d).

23 4703. With respect to leases, the Defendants are and were at all relevant
24 times “lessors” of motor vehicles under Wis. Stat. § 411.103(1)(p).

25 4704. All Class Members who purchased Class Vehicles in Wisconsin are
26 “buyers” within the meaning of Wis. Stat. § 402.103(1)(a).

27 4705. All Class Members who leased Class Vehicles in Wisconsin are
28 “lessees” within the meaning of Wis. Stat. § 411.103(1)(n).

1 4706. Defendants knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
3 Class Members with an implied warranty that the Class Vehicles and any parts
4 thereof were merchantable and fit for the ordinary purposes for which they were
5 sold. This implied warranty included, among other things, a warranty that the Class
6 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
7 safe and reliable for providing transportation, would not be vulnerable to an
8 abnormally high risk of theft, and complied with applicable federal and state laws
9 and regulations, including FMVSS 114.

10 4707. However, the Class Vehicles did not comply with the implied warranty
11 of merchantability because they were defective and not in merchantable condition,
12 would not pass without objection in the trade, and were not fit for their ordinary
13 purpose of providing reasonably reliable, safe, and secure transportation at the time
14 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
15 Prone Defect, lacking any anti-theft features or design elements to provide an
16 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
17 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
18 vulnerable to theft, making them prime targets to be used as instrumentalities
19 through which thieves engage in reckless driving or other criminal activity.

20 4708. Any attempt by Defendants to disclaim or limit the implied warranty
21 of merchantability for their respective Class Vehicles vis-à-vis consumers is
22 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
23 are unenforceable because Defendants knowingly sold or leased defective Class
24 Vehicles without informing consumers about the Theft Prone Defect. The time
25 limits contained in Defendants' warranty periods were also unconscionable and
26 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
27 and Class Members had no meaningful choice in determining these time
28 limitations, the terms of which unreasonably favored Defendants. A gross disparity

1 in bargaining power existed between Defendants and Plaintiffs and other Class
2 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
3 sale.

4 4709. Furthermore, the circumstances described herein caused Defendants'
5 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
6 Class Members may seek alternative remedies. Indeed, these breaches of warranties
7 have denied Plaintiffs and Class Members the benefit of their respective bargains,
8 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
9 manner without the ever-present risk of them being stolen.

10 4710. Plaintiffs and Class Members have provided Defendants with
11 reasonable notice and opportunity to cure the breaches of their implied warranties
12 by way of the numerous complaints filed against them and the individual notice
13 letters sent by Class Members within a reasonable amount of time after the Theft
14 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
15 2022, Class Members sent notice letters to them.

16 4711. Alternatively, Plaintiffs and the Class Members were excused from
17 providing Defendants with notice and an opportunity to cure the breach, because it
18 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
19 have long known that the Class Vehicles contained the Theft Prone Defect;
20 however, to date, Defendants have not instituted an adequate and meaningful repair
21 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members
22 had no reason to believe that Defendants would have adequately repaired the Theft
23 Prone Defect if they presented their Class Vehicles to them for repair.

24 4712. As a direct and proximate result of Defendants' breach of the implied
25 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
26 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
27 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
28 amount to be proven at trial

b. Wisconsin Count 2: Violation of the Wisconsin Deceptive Trade Practices Act (Wis. Stat. § 100.18, *et seq.*) Against All Defendants

4713. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

4714. Plaintiffs bring this count individually and on behalf of the other members of the Hyundai Wisconsin Class, against HMA and HMC.

4715. Plaintiffs bring this count individually and on behalf of the other members of the Kia Wisconsin Class, against KA and KC.

4716. For purposes of this count, the Hyundai Wisconsin Class Members and Kia Wisconsin Class Members shall be referred to as “Class Members.”

4717. Defendants are “person[s], firm[s], corporation[s], or association[s]” within the meaning of Wis. Stat. § 100.18(1).

4718. Plaintiffs and Class are members of “the public” within the meaning of Wis. Stat. § 100.18(1).

4719. The Class Vehicles are “merchandise” within the meaning of Wis. Stat. § 100.18(1).

4720. The Wisconsin Deceptive Trade Practices Act (“Wisconsin DTPA”) prohibits any “assertion, representation or statement of fact which is untrue, deceptive or misleading.” Wis. Stat. § 100.18(1).

4721. In the course of their business, Defendants, through their agents, employees, and/or subsidiaries, violated the Wisconsin DTPA by knowingly and intentionally misrepresenting material facts regarding the quality, reliability, and safety of the Class Vehicles and the Theft Prone Defect, as detailed above.

4722. By misrepresenting the Class Vehicles as safe and reliable and free from defects, Defendants violated the Wisconsin DTPA by making assertions, representations and statements of fact which are untrue, deceptive or misleading, as prohibited by Wis. Stat. § 100.18(1).

1 4723. Defendants' unfair or deceptive acts or practices were designed to
2 mislead and had a tendency or capacity to mislead and create a false impression in
3 consumers that the Class Vehicles had adequate anti-theft protection, and that the
4 Class Vehicles were not affected by the Theft Prone Defect. Indeed, those
5 misrepresentations, concealments, omissions, and suppressions of material facts did
6 in fact deceive reasonable consumers, including Plaintiffs and Class Members,
7 about the true safety and reliability of Class Vehicles, the quality of the Class
8 Vehicles, and the true value of the Class Vehicles.

9 4724. Defendants' misrepresentations of material facts regarding the Theft
10 Prone Defect the Class Vehicles were material to the decisions of Plaintiffs and
11 Class Members to purchase and lease those vehicles, as Defendants intended.
12 Plaintiffs and Class Members were exposed to those misrepresentations of material
13 facts, and relied on Defendants' misrepresentations that the Class Vehicles were
14 safe and reliable in deciding to purchase and lease Class Vehicles.

15 4725. Plaintiffs' and Class Members' reliance was reasonable, as they had no
16 way of discerning that Defendants representations were false and misleading.
17 Plaintiffs and Class Members did not, and could not, unravel Defendants deception
18 on their own.

19 4726. Had Plaintiffs and Class Members known the truth about the Theft
20 Prone Defect, Plaintiffs and Class Members would not have purchased or leased
21 Class Vehicles, or would have paid significantly less for them.

22 4727. Plaintiffs and Class Members suffered ascertainable losses and actual
23 damages as a direct and proximate result of Defendants' concealment,
24 misrepresentations, and/or failure to disclose material information.

25 4728. Defendants' violations present a continuing risk to Plaintiffs and Class
26 Members, as well as to the general public, because the Class Vehicles remain
27 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
28 complained of herein affect the public interest.

1 4729. Pursuant to Wis. Stat. § 100.18(11)(b)(2), Plaintiffs and Class
2 Members seek an order enjoining Defendants' unfair or deceptive acts or practices
3 and awarding damages and any other just and proper relief available under the
4 Wisconsin DTPA.

5 **c. Wisconsin Count 3: Fraud by Omission and Concealment**
6 **Against All Defendants**

7 4730. Plaintiffs reallege and incorporate by reference all preceding
8 allegations as though fully set forth herein.

9 4731. Plaintiffs bring this count individually and on behalf of the other
10 members of the Hyundai Wisconsin Class, against HMA and HMC.

11 4732. Plaintiffs bring this count individually and on behalf of the other
12 members of the Kia Wisconsin Class, against KA and KC.

13 4733. For purposes of this count, the Hyundai Wisconsin Class Members and
14 Kia Wisconsin Class Members shall be referred to as "Class Members."

15 4734. Defendants were aware of the Theft Prone Defect when they marketed
16 and sold the Class Vehicles to Plaintiffs and Class Members.

17 4735. Having been aware of the Theft Prone Defect within the Class
18 Vehicles, and having known that Plaintiffs and Class Members could not have
19 reasonably been expected to know of the Theft Prone Defect, Defendants had a
20 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
21 connection with the sale of the Class Vehicles. Defendants further had a duty to
22 disclose the Theft Prone Defect because:

23 a. Defendants had exclusive access to and far superior knowledge about
24 facts regarding the Theft Prone Defect and Defendants knew these
25 facts were not known to or reasonably discoverable by Plaintiffs or
26 Class Members;

27 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
28 and Class Members lack the sophisticated expertise in vehicle

1 components that would be necessary to discover the Theft Prone
2 Defect on their own;

3 c. Defendants knew that the Theft Prone Defect gave rise to safety
4 concerns for the consumers who use the Class Vehicles, and the Theft
5 Prone Defect would have been a material fact to the Class Members'
6 decisions to buy or lease Class Vehicles; and

7 d. Defendants made incomplete representations about the safety and
8 reliability of the Class Vehicles while purposefully withholding
9 material facts about a known safety defect. In uniform advertising and
10 materials provided with each Class Vehicle, HMA, and KA
11 intentionally concealed, suppressed, and failed to disclose to the
12 consumers that the Class Vehicles contained the Theft Prone Defect.
13 Because they volunteered to provide information about the Class
14 Vehicles that they marketed and offered for sale and lease to
15 consumers, HMA and KA had the duty to disclose the whole truth.

16 4736. In breach of their duties, Defendants failed to disclose the Theft Prone
17 Defect to Plaintiffs and Class Members in connection with the sale of the Class
18 Vehicles.

19 4737. For the reasons set forth above, the Theft Prone Defect within the
20 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
21 person would find it important in purchasing, leasing, or retaining a new or used
22 motor vehicle and because it directly impacts the value of the Class Vehicles
23 purchased or leased by the Plaintiffs and Class Members.

24 4738. Defendants intended for the Plaintiffs and Class Members to rely on
25 their omissions and concealment—which they did by purchasing and leasing the
26 Class Vehicles at the prices they paid believing that their vehicles would not have a
27 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
28 Vehicles.

1 4739. Plaintiffs and Class Members' reliance was reasonable, as they had no
2 way of discerning that learning the facts that Defendants had concealed or failed to
3 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
4 deception on their own.

5 4740. Defendants actively concealed and suppressed these material facts, in
6 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
7 to avoid costly recalls that would expose them to liability for those expenses and
8 harm the commercial reputations of Defendants and their products. They did so at
9 the expense of Plaintiffs and Class Members.

10 4741. If Defendants had fully and adequately disclosed the Theft Prone
11 Defect to consumers, Plaintiffs and Class Members would have seen such a
12 disclosure.

13 4742. Through their omissions and concealment with respect to the Theft
14 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
15 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
16 otherwise would not have purchased, or pay more for a Class Vehicle than they
17 otherwise would have paid.

18 4743. Had Plaintiffs and Class Members known of the Theft Prone Defect
19 within the Class Vehicles, they would not have purchased the Class Vehicles or
20 would have paid less for them.

21 4744. As a direct and proximate result of Defendants' omissions, Plaintiffs
22 and other Class Members either overpaid for the Class Vehicles or would not have
23 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
24 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
25 damages in an amount to be proven at trial.

26 4745. Defendants' acts were done maliciously, oppressively, deliberately,
27 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
28 rights and well-being; and to enrich themselves. Defendants' misconduct warrants

1 an assessment of punitive damages, as permitted by law, in an amount sufficient to
2 deter such conduct in the future, which amount shall be determined according to
3 proof at trial.

4 **d. Wisconsin Count 4: Unjust Enrichment Against All**
5 **Defendants**

6 4746. Plaintiffs reallege and incorporate by reference all allegations in
7 Sections I-VI as if fully set forth herein.

8 4747. Plaintiffs bring this count under Wisconsin law, individually and on
9 behalf of the other members of the Hyundai Wisconsin Class, against HMA and
10 HMC.

11 4748. Plaintiffs bring this count under Wisconsin law, individually and on
12 behalf of the other members of the Kia Wisconsin Class, against KA and KC.

13 4749. For purposes of this count, members of the Hyundai Wisconsin Class
14 and Kia Wisconsin Class shall be referred to as “Class Members.”

15 4750. When they purchased and leased the Class Vehicles, Plaintiffs and
16 Class Members conferred tangible and material economic benefits upon
17 Defendants, who readily accepted and retained these benefits.

18 4751. Plaintiffs and Class Members would not have purchased or leased their
19 Class Vehicles, or would have paid less for them, had they known of the Theft
20 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
21 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
22 and Class Members.

23 4752. Defendants appreciated these economic benefits. These benefits were
24 the expected result of Defendants acting in their pecuniary interest at the expense of
25 their customers. They knew of these benefits because they were aware of the Theft
26 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
27 and Class Members regarding the nature and quality of the Class Vehicles while
28 profiting from this deception.

1 4753. It would be unjust, inequitable, and unconscionable for Defendants to
2 retain these benefits, including because they were procured as a result of their
3 wrongful conduct alleged above.

4 4754. Plaintiffs and Class Members are entitled to restitution of the benefits
5 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
6 Class Members to the position they occupied prior to dealing with those
7 Defendants, with such amounts to be determined at trial.

8 4755. Plaintiffs plead this claim separately as well as in the alternative to
9 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
10 for damages are dismissed or judgment is entered on them in favor of Defendants,
11 Plaintiffs will have no adequate legal remedy.

12 **49. Wyoming**

13 **a. Wyoming Count 1: Breach of Implied Warranty (Wyo. Stat.**
14 **§§ 34.1-2-314 and 34.1-2.A-212) Against HMA and KA**

15 4756. Plaintiffs reallege and incorporate by reference all preceding
16 allegations as though fully set forth herein.

17 4757. Plaintiffs bring this count individually and on behalf of the other
18 members of the Hyundai Wyoming Class, against HMA.

19 4758. Plaintiffs bring this count individually and on behalf of the other
20 members of the Kia Wyoming Class, against KA.

21 4759. For purposes of this count, the Hyundai Wyoming Class Members and
22 Kia Wyoming Class Members shall be referred to as "Class Members."

23 4760. For purposes of this count, HMA and KA shall be referred to as
24 "Defendants."

25 4761. Defendants were at all relevant times "merchants" with respect to
26 motor vehicles under Wyo. Stat. §§ 34.1-2-104(a) and 34.1-2.A-103(a)(xx), and
27 "sellers" of motor vehicles under § 34.1-2-103(a)(iv).
28

1 4762. With respect to leases, Defendants are and were at all relevant times
2 “lessors” of motor vehicles under Wyo. Stat. § 34.1-2.A-103(a)(xvi).

3 4763. The Class Vehicles are and were at all relevant times “goods” within
4 the meaning of Wyo. Stat. §§ 34.1-2-105(a) and 34.1-2.A-103(a)(viii).

5 4764. A warranty that the Class Vehicles were in merchantable condition and
6 fit for the ordinary purpose for which vehicles are used is implied by law pursuant
7 to Wyo. Stat. §§ 34.1-2- 314 and 34.1-2.A-212.

8 4765. Defendants knew or had reason to know of the specific use for which
9 the Class Vehicles were purchased or leased. Defendants provided Plaintiffs and the
10 Class Members with an implied warranty that the Class Vehicles and any parts
11 thereof were merchantable and fit for the ordinary purposes for which they were
12 sold. This implied warranty included, among other things, a warranty that the Class
13 Vehicles were manufactured, supplied, distributed, and sold by Defendants, were
14 safe and reliable for providing transportation, would not be vulnerable to an
15 abnormally high risk of theft, and complied with applicable federal and state laws
16 and regulations, including FMVSS 114.

17 4766. However, the Class Vehicles did not comply with the implied warranty
18 of merchantability because they were defective and not in merchantable condition,
19 would not pass without objection in the trade, and were not fit for their ordinary
20 purpose of providing reasonably reliable, safe, and secure transportation at the time
21 of sale or thereafter because, *inter alia*, the Class Vehicles contained the Theft
22 Prone Defect, lacking any anti-theft features or design elements to provide an
23 adequate theft deterrent, or sufficient to satisfy FMVSS 114, resulting in a
24 substantial safety hazard because the Theft Prone Defect renders Class Vehicles
25 vulnerable to theft, making them prime targets to be used as instrumentalities
26 through which thieves engage in reckless driving or other criminal activity.

27 4767. Any attempt by Defendants to disclaim or limit the implied warranty
28 of merchantability for their respective Class Vehicles vis-à-vis consumers is

1 unconscionable and unenforceable. Specifically, Defendants' warranty limitations
2 are unenforceable because Defendants knowingly sold or leased defective Class
3 Vehicles without informing consumers about the Theft Prone Defect. The time
4 limits contained in Defendants' warranty periods were also unconscionable and
5 inadequate to protect Plaintiffs and Class Members. Among other things, Plaintiffs
6 and Class Members had no meaningful choice in determining these time
7 limitations, the terms of which unreasonably favored Defendants. A gross disparity
8 in bargaining power existed between Defendants and Plaintiffs and other Class
9 Members. Additionally, Defendants knew of the Theft Prone Defect at the time of
10 sale.

11 4768. Furthermore, the circumstances described herein caused Defendants'
12 exclusive or limited remedy to fail its essential purpose such that the Plaintiffs and
13 Class Members may seek alternative remedies. Indeed, these breaches of warranties
14 have denied Plaintiffs and Class Members the benefit of their respective bargains,
15 which presupposes they were (or are) able to use the Class Vehicles in a meaningful
16 manner without the ever-present risk of them being stolen.

17 4769. Plaintiffs and Class Members have provided Defendants with
18 reasonable notice and opportunity to cure the breaches of their implied warranties
19 by way of the numerous complaints filed against them and the individual notice
20 letters sent by Class Members within a reasonable amount of time after the Theft
21 Prone Defect became public. Additionally, on August 18, 2022, and September 12,
22 2022, Class Members sent notice letters to them.

23 4770. Alternatively, Plaintiffs and the Class Members were excused from
24 providing Defendants with notice and an opportunity to cure the breach, because it
25 would have been futile. As alleged throughout Plaintiffs' Complaint, Defendants
26 have long known that the Class Vehicles contained the Theft Prone Defect;
27 however, to date, Defendants have not instituted an adequate and meaningful repair
28 program with respect to the Class Vehicles. As such, Plaintiffs and Class Members

1 had no reason to believe that Defendants would have adequately repaired the Theft
2 Prone Defect if they presented their Class Vehicles to them for repair.

3 4771. As a direct and proximate result of Defendants' breach of the implied
4 warranty of merchantability, Plaintiffs' and Class Members' Class Vehicles were
5 and are defective, and the Theft Prone Defect in their Class Vehicles has not been
6 remedied. Therefore, Plaintiffs and Class Members have been damaged, in an
7 amount to be proven at trial.

8 **b. Wyoming Count 2: Violation of the Wyoming Consumer**
9 **Protection Act (Wyo. Stat. §§ 40-12-101, *et seq.*) Against All**
10 **Defendants**

11 4772. Plaintiffs reallege and incorporate by reference all preceding
12 allegations as though fully set forth herein.

13 4773. Plaintiffs bring this count individually and on behalf of the other
14 members of the Hyundai Wyoming Class, against HMA and HMC.

15 4774. Plaintiffs bring this count individually and on behalf of the other
16 members of the Kia Wyoming Class, against KA and KC.

17 4775. For purposes of this count, the Hyundai Wyoming Class Members and
18 Kia Wyoming Class Members shall be referred to as "Class Members."

19 4776. Defendants, Plaintiffs, and Class Members are "persons" within the
20 meaning of Wyo. Stat. Ann. § 40-12-102(a)(i).

21 4777. The Class Vehicles are "merchandise" pursuant to Wyo. Stat. Ann.
22 § 40-12-102(a)(vi).

23 4778. Each sale or lease of a Class Vehicle to Plaintiff or Class Members
24 was a "consumer transaction" as defined by Wyo. Stat. Ann. § 40-12-102(a)(ii).
25 These consumer transactions occurred "in the course of [Defendants'] business"
26 under Wyo. Stat. Ann. § 40-12-105(a).

27 4779. The Wyoming Consumer Protection Act ("Wyoming CPA") prohibits
28 deceptive trade practices. Wyo. Stat. Ann. § 40-12-105(a).

1 4780. In the course of their business, Defendants, through their agents,
2 employees, and/or subsidiaries, violated the Wyoming CPA by knowingly and
3 intentionally misrepresenting, omitting, concealing, and/or failing to disclose
4 material facts regarding the quality, reliability, and safety of the Class Vehicles and
5 the Theft Prone Defect, as detailed above.

6 4781. Defendants had an ongoing duty to the Plaintiffs and Class Members
7 to refrain from unfair or deceptive practices under the Wyoming CPA in the course
8 of their business. Specifically, Defendants owed the Plaintiffs and Class Members a
9 duty to disclose all the material facts concerning the Theft Prone Defect in the Class
10 Vehicles because, as detailed above:

- 11 a. Defendants had exclusive access to and far superior knowledge about
12 facts regarding the Theft Prone Defect and Defendants knew these
13 facts were not known to or reasonably discoverable by Plaintiffs or
14 Class Members;
- 15 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
16 and Class Members lack the sophisticated expertise in vehicle
17 components that would be necessary to discover the Theft Prone
18 Defect on their own;
- 19 c. Defendants knew that the Theft Prone Defect gave rise to safety
20 concerns for the consumers who use the Class Vehicles, and the Theft
21 Prone Defect would have been a material fact to the Class Members'
22 decisions to buy or lease Class Vehicles; and
- 23 d. Defendants made incomplete representations about the safety and
24 reliability of the Class Vehicles while purposefully withholding
25 material facts about a known safety defect. In uniform advertising and
26 materials provided with each Class Vehicle, HMA, and KA
27 intentionally concealed, suppressed, and failed to disclose to the
28 consumers that the Class Vehicles contained the Theft Prone Defect.

1 Because they volunteered to provide information about the Class
2 Vehicles that they marketed and offered for sale and lease to
3 consumers, HMA and KA had the duty to disclose the whole truth.

4 4782. As detailed above, the information concerning the Theft Prone Defect
5 was known to Defendants at the time of advertising and selling the Class Vehicles,
6 all of which was intended to induce consumers to purchase the Class Vehicles.

7 4783. By misrepresenting the Class Vehicles as safe and reliable and free
8 from defects, and by failing to disclose and actively concealing the dangers and risk
9 posed by the Theft Prone Defect, Defendants engaged in one or more of the
10 following unfair or deceptive acts or practices as defined in Wyo. Stat. Ann. §§ 40-
11 12-105(a):

- 12 a. representing that the Class Vehicles have characteristics, uses,
13 benefits, and qualities which they do not have;
- 14 b. representing that the Class Vehicles are of a particular standard, or
15 grade when they are not;
- 16 c. advertising the Class Vehicles with the intent not to sell or lease them
17 as advertised; and
- 18 d. representing that the subject of a transaction has been supplied in
19 accordance with a previous representation when it has not.

20 4784. Defendants' unfair or deceptive acts or practices were designed to
21 mislead and had a tendency or capacity to mislead and create a false impression in
22 consumers that the Class Vehicles had adequate anti-theft protection, and that the
23 Class Vehicles were not affected by the Theft Prone Defect.

24 4785. Plaintiffs' and Class Members' reliance was reasonable, as they had no
25 way of discerning Defendants' representations were false and misleading, or
26 otherwise learning that the Class Vehicles contained the Theft Prone Defect, as
27 alleged above. Plaintiffs and Class Members did not, and could not, unravel
28 Defendants' deception on their own

1 4786. Had they known the truth about the Theft Prone Defect, Plaintiffs and
2 Class Members would not have purchased or leased the Class Vehicles, or would
3 have paid significantly less for them.

4 4787. Plaintiffs and Class Members suffered ascertainable losses and actual
5 damages as a direct and proximate result of Defendants' concealment,
6 misrepresentations, and/or failure to disclose material information.

7 4788. Defendants' violations present a continuing risk to Plaintiffs and Class
8 Members, as well as to the general public, because the Class Vehicles remain
9 unsafe due to the Theft Prone Defect. Defendants' unlawful acts and practices
10 complained of herein affect the public interest

11 4789. On August 18, 2022, and September 12, 2022, Class Members sent
12 Defendants notice of the Theft Prone Defect. Additionally, all Defendants were
13 provided notice of the issues raised in this count and this Complaint by the
14 governmental investigations, the numerous complaints filed against them, internet
15 videos, news reports, and the many individual notice letters sent by Plaintiffs within
16 a reasonable amount of time after the allegations of Class Vehicle defects became
17 public. Because Defendants failed to remedy their unlawful conduct within the
18 requisite time period, Plaintiff seek all damages and relief to which Class Members
19 are entitled.

20 4790. Alternatively, Plaintiffs and Class Members were excused from
21 providing Defendants with notice and an opportunity to cure the breach, because it
22 would have been futile. As alleged above, Defendants have long known that the
23 Class Vehicles contained the Theft Prone Defect; however, to date, Defendants
24 have not instituted a recall or any other repair program, or even acknowledged that
25 the Theft Prone Defect exists. Therefore, Plaintiffs and Class Members had no
26 reason to believe that Defendants would have repaired the Theft Prone Defect if
27 Plaintiffs and Class Members presented their Class Vehicles to Defendants for
28 repair.

1 4791. Pursuant to Wyo. Stat. Ann. §§ 40-12-108(a) and 40-12-108(b),
2 Plaintiffs and Class Members seek an order enjoining Defendants' unfair and/or
3 deceptive acts or practices, and awarding damages, punitive damages, and any other
4 just and proper relief available under the Wyoming CPA.

5 **c. Wyoming Count 3: Fraud by Omission and Concealment**
6 **Against All Defendants**

7 4792. Plaintiffs reallege and incorporate by reference all preceding
8 allegations as though fully set forth herein.

9 4793. Plaintiffs bring this count individually and on behalf of the other
10 members of the Hyundai Wyoming Class, against HMA and HMC.

11 4794. Plaintiffs bring this count individually and on behalf of the other
12 members of the Kia Wyoming Class, against KA and KC.

13 4795. For purposes of this count, the Hyundai Wyoming Class Members and
14 Kia Wyoming Class Members shall be referred to as "Class Members."

15 4796. Defendants were aware of the Theft Prone Defect when they marketed
16 and sold the Class Vehicles to Plaintiffs and Class Members.

17 4797. Having been aware of the Theft Prone Defect within the Class
18 Vehicles, and having known that Plaintiffs and Class Members could not have
19 reasonably been expected to know of the Theft Prone Defect, Defendants had a
20 duty to disclose the Theft Prone Defect to Plaintiffs and Class Members in
21 connection with the sale of the Class Vehicles. Defendants further had a duty to
22 disclose the Theft Prone Defect because:

23 a. Defendants had exclusive access to and far superior knowledge about
24 facts regarding the Theft Prone Defect and Defendants knew these
25 facts were not known to or reasonably discoverable by Plaintiffs or
26 Class Members;

27 b. Given the Theft Prone Defect's hidden and technical nature, Plaintiffs
28 and Class Members lack the sophisticated expertise in vehicle

1 components that would be necessary to discover the Theft Prone
2 Defect on their own;

3 c. Defendants knew that the Theft Prone Defect gave rise to safety
4 concerns for the consumers who use the Class Vehicles, and the Theft
5 Prone Defect would have been a material fact to the Class Members'
6 decisions to buy or lease Class Vehicles; and

7 d. Defendants made incomplete representations about the safety and
8 reliability of the Class Vehicles while purposefully withholding
9 material facts about a known safety defect. In uniform advertising and
10 materials provided with each Class Vehicle, HMA, and KA
11 intentionally concealed, suppressed, and failed to disclose to the
12 consumers that the Class Vehicles contained the Theft Prone Defect.
13 Because they volunteered to provide information about the Class
14 Vehicles that they marketed and offered for sale and lease to
15 consumers, HMA and KA had the duty to disclose the whole truth.

16 4798. In breach of their duties, Defendants failed to disclose the Theft Prone
17 Defect to Plaintiffs and Class Members in connection with the sale of the Class
18 Vehicles.

19 4799. For the reasons set forth above, the Theft Prone Defect within the
20 Class Vehicles is material to the sale of the Class Vehicles because a reasonable
21 person would find it important in purchasing, leasing, or retaining a new or used
22 motor vehicle and because it directly impacts the value of the Class Vehicles
23 purchased or leased by the Plaintiffs and Class Members.

24 4800. Defendants intended for the Plaintiffs and Class Members to rely on
25 their omissions and concealment—which they did by purchasing and leasing the
26 Class Vehicles at the prices they paid believing that their vehicles would not have a
27 Theft Prone Defect that would affect the quality, reliability, and safety of the Class
28 Vehicles.

1 4801. Plaintiffs and Class Members' reliance was reasonable, as they had no
2 way of discerning that learning the facts that Defendants had concealed or failed to
3 disclose. Plaintiffs and Class Members did not, and could not, unravel Defendants'
4 deception on their own.

5 4802. Defendants actively concealed and suppressed these material facts, in
6 whole or in part, to maintain a market for the Class Vehicles, to protect profits, and
7 to avoid costly recalls that would expose them to liability for those expenses and
8 harm the commercial reputations of Defendants and their products. They did so at
9 the expense of Plaintiffs and Class Members.

10 4803. If Defendants had fully and adequately disclosed the Theft Prone
11 Defect to consumers, Plaintiffs and Class Members would have seen such a
12 disclosure.

13 4804. Through their omissions and concealment with respect to the Theft
14 Prone Defect within the Class Vehicles, Defendants intended to induce, and did
15 induce, Plaintiffs and Class Members to either purchase a Class Vehicle that they
16 otherwise would not have purchased, or pay more for a Class Vehicle than they
17 otherwise would have paid.

18 4805. Had Plaintiffs and Class Members known of the Theft Prone Defect
19 within the Class Vehicles, they would not have purchased the Class Vehicles or
20 would have paid less for them.

21 4806. As a direct and proximate result of Defendants' omissions, Plaintiffs
22 and other Class Members either overpaid for the Class Vehicles or would not have
23 purchased the Class Vehicles at all if the Theft Prone Defect had been disclosed to
24 them. Accordingly, Defendants are liable to Plaintiffs and Class Members for their
25 damages in an amount to be proven at trial.

26 4807. Defendants' acts were done maliciously, oppressively, deliberately,
27 with intent to defraud; in reckless disregard of the Plaintiffs' and Class Members'
28 rights and well-being; and to enrich themselves. Defendants' misconduct warrants

1 an assessment of punitive damages, as permitted by law, in an amount sufficient to
2 deter such conduct in the future, which amount shall be determined according to
3 proof at trial.

4 **d. Wyoming Count 4: Unjust Enrichment Against All**
5 **Defendants**

6 4808. Plaintiffs reallege and incorporate by reference all allegations in
7 Sections I-VI as if fully set forth herein.

8 4809. Plaintiffs bring this count under Wyoming law, individually and on
9 behalf of the other members of the Hyundai Wyoming Class, against HMA and
10 HMC.

11 4810. Plaintiffs bring this count under Wyoming law, individually and on
12 behalf of the other members of the Kia Wyoming Class, against KA and KC.

13 4811. For purposes of this count, members of the Hyundai Wyoming Class
14 and Kia Wyoming Class shall be referred to as “Class Members.”

15 4812. When they purchased and leased the Class Vehicles, Plaintiffs and
16 Class Members conferred tangible and material economic benefits upon
17 Defendants, who readily accepted and retained these benefits.

18 4813. Plaintiffs and Class Members would not have purchased or leased their
19 Class Vehicles, or would have paid less for them, had they known of the Theft
20 Prone Defect at the time of purchase or lease. Therefore, Defendants profited from
21 the sale and lease of the Class Vehicles to the detriment and expense of Plaintiffs
22 and Class Members.

23 4814. Defendants appreciated these economic benefits. These benefits were
24 the expected result of Defendants acting in their pecuniary interest at the expense of
25 their customers. They knew of these benefits because they were aware of the Theft
26 Prone Defect, yet they failed to disclose this knowledge and misled the Plaintiffs
27 and Class Members regarding the nature and quality of the Class Vehicles while
28 profiting from this deception.

1 4815. It would be unjust, inequitable, and unconscionable for Defendants to
2 retain these benefits, including because they were procured as a result of their
3 wrongful conduct alleged above.

4 4816. Plaintiffs and Class Members are entitled to restitution of the benefits
5 Defendants unjustly retained and/or any amounts necessary to return Plaintiffs and
6 Class Members to the position they occupied prior to dealing with those
7 Defendants, with such amounts to be determined at trial.

8 4817. Plaintiffs plead this claim separately as well as in the alternative to
9 their claims for damages under Fed. R. Civ. P. 8(a)(3), because if Plaintiffs' claims
10 for damages are dismissed or judgment is entered on them in favor of Defendants,
11 Plaintiffs will have no adequate legal remedy.

12 **IX. PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, on their own behalf and on behalf of the Class
14 members, respectfully request judgment against Defendants as follows:

- 15 A. Certifying the proposed Nationwide Classes and State Law Classes;
- 16 B. Appointing Plaintiffs and their counsel to represent the Classes;
- 17 C. Ordering injunctive relief, restitution, disgorgement, and/or other
18 appropriate relief;
- 19 D. Awarding compensatory, punitive, exemplary, and other recoverable
20 damages;
- 21 E. Awarding reasonable attorney's fees and expenses;
- 22 F. Awarding pre-judgment and post-judgment interest; and
- 23 G. Awarding such other and further relief as this Court may deem just and
24 proper.

25 **X. JURY DEMAND**

26 Plaintiffs demand a trial by jury of all issues so triable.
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28

1 Dated: April 10, 2023.

Respectfully Submitted.

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