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14 Attorneys for Plaintiff

15 UNITED STATES DISTRICT COURT  
 16 CENTRAL DISTRICT OF CALIFORNIA  
 17

18 AHMAND YOUNG, individually,  
 19 and on behalf of a class of similarly  
 20 situated individuals,

21 Plaintiff,

22 v.

23 HYUNDAI MOTOR AMERICA.,  
 INC., a California corporation, KIA  
 24 MOTORS AMERICA, INC., a  
 California corporation, HYUNDAI  
 25 MOTOR COMPANY, a South  
 Korean corporation, and KIA  
 26 MOTORS CORPORATION, a South  
 Korean corporation,

27 Defendants.  
 28

Case No.:

**CLASS ACTION COMPLAINT  
 FOR:**

- (1) Violation of California’s Consumers Legal Remedies Act (“CLRA”)
- (2) Violation of California’s Unfair Competition Law
- (3) Breach of Express Warranty under California Law
- (4) Breach of Implied Warranty under the Song-Beverly Consumer Warranty Act
- (5) Breach of Implied Warranty under California Law
- (6) Breach of Express Warranty under the Magnuson-Moss Warranty Act
- (7) Breach of Implied Warranty

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- under the Magnuson-Moss  
Warranty Act
- (8) Fraudulent  
Concealment/Omission
- (9) Unjust Enrichment

**DEMAND FOR JURY TRIAL**



1           6.     The Headlight Defect presents a significant safety hazard. Drivers,  
2 including Plaintiff, are unable to see at a distance in front of them, are unable to  
3 see in inclement weather and while driving at night, and are unable to see potential  
4 road hazards, including people, animals, and objects. The Headlight Defect  
5 endangers drivers, pedestrians, and other vehicles because it makes accidents  
6 wherein the vehicle strikes a person, animal, or object in the roadway more likely,  
7 and sometimes entirely unavoidable, depending on the degradation of light output  
8 or level of headlight failure. For this reason, Class members have reported fear of  
9 driving their Class Vehicles at night or in inclement weather.

10           7.     Defendants sold the Class Vehicles with a 6-year/60,000-mile (“Kia  
11 Warranty”) or 5-year/60,000-mile (“Hyundai Warranty”) New Vehicle Limited  
12 Warranty (“NVLW”) that purports to cover the headlights. However, owners and  
13 lessees often have complained that their Headlights fail and require repair or  
14 replacement both within and just outside the warranty period and that they are  
15 charged for repair even when within the warranty period. This is evidenced  
16 through Class Member reports to the National Highway Traffic Safety  
17 Administration (“NHTSA”), which demonstrate that Defendants’ authorized  
18 dealerships are replacing and repairing Headlights both within, and just outside,  
19 the applicable express warranty periods and/or are charging Class Members for  
20 repairs within the warranty period.

21           8.     The Headlight Defect is inherent in each Class Vehicle and was  
22 present at the time of sale.

23           9.     Discovery will show that, since 2019, if not earlier, Defendants have  
24 been aware the Class Vehicles’ Headlights would need frequent repair,  
25 prematurely fail, require frequent replacement, including replacements just  
26 outside of warranty, that the replacement Headlights installed would be equally as  
27 defective as the originals, and that the Headlight would cause the symptoms of the  
28 Headlight Defect described above (poor light output from the headlamp assembly;

1 sudden high beam failure; improper aiming; failed illumination ahead of the  
2 vehicle, and fogged or unfocused headlights) yet Defendants continued to equip  
3 the Class Vehicles with defective Headlights. Further, Defendants often claim that  
4 the warranties they provided with the vehicles do no cover the headlight diagnosis,  
5 calibration or replacement, forcing consumers to pay out of pocket. Moreover,  
6 Defendants not only refused to disclose the alleged Defect to consumers, they also  
7 actively concealed, and continue to conceal, their knowledge concerning the  
8 Headlight Defect.

9 10. Defendants undertook affirmative measures to conceal Headlight  
10 failures and other malfunctions through, among other things, Technical Service  
11 Bulletins (“TSB”) issued to authorized repair facilities only, and not provided to  
12 owners or lessees.

13 11. Defendants had superior and/or exclusive knowledge of material facts  
14 regarding the Headlight Defect due to their pre-production testing, design failure  
15 mode analysis, aggregate part sales, consumer complaints about the Defect to  
16 Defendants’ dealers, who are their agents for vehicle repairs, customer complaints  
17 made directly to Kia and Hyundai, dealer audits, aggregate warranty information,  
18 consumer complaints to and resulting notice from NHTSA, early consumer  
19 complaints on websites and internet forums, dealership repair orders, among other  
20 internal sources of information about the problem.

21 12. The Headlight Defect is material because, *inter alia*, it poses a safety  
22 concern. As attested by Class Members in complaints to the National Highway  
23 Traffic Safety Administration (“NHTSA”), and other online forums, the  
24 Headlights can suddenly fail or dim, causing inability to perceive pedestrians,  
25 animals, and other road hazards, inability to perceive and respond to safety threats,  
26 and greatly increased risk of collision.

27 13. Defendants’ failure to disclose the Headlight Defect has caused  
28 Plaintiff and putative class members to lose the use of their Vehicles’ Headlights,

1 the use of their vehicles at night or during inclement weather, and/or incur costly  
2 repairs that have conferred an unjust substantial benefit upon Defendants.

3 14. Discovery will show that, in an effort to conceal the Headlight Defect,  
4 Defendants have instructed dealers to tell consumers their vehicles are “operating  
5 normally” or “operating as intended” when they are not, or to give excuses for  
6 sub-par performance such as the headlights not being pointed in the correct  
7 direction. This is a common practice in the automotive industry. By denying the  
8 existence of a defect, manufacturers can play on the consumers’ lack of technical  
9 expertise and avoid implementing potentially costly fixes for years, or at least until  
10 the vehicles are out of warranty. When remedial measures are taken, they are often  
11 through the issuance of service bulletins provided to dealers only that are narrowly  
12 crafted and underinclusive, as occurred here and set forth below.

13 15. Had Defendants disclosed the Headlight Defect, Plaintiff and Class  
14 Members would not have purchased the Class Vehicles, would have paid less for  
15 them, or would have required Defendants to replace, or pay for the replacement  
16 of, the defective Headlights with a non-defective version before their warranty  
17 periods expired.

## 18 THE PARTIES

### 19 Plaintiff Ahmand Young

20 16. Plaintiff is a California citizen residing in Santa Ana, California

21 17. In or around December 28, 2021, Plaintiff purchased a new 2022 Kia  
22 Telluride from Kia of Carson, an authorized Kia dealership in Carson, California.

23 18. Plaintiff purchased his vehicle primarily for personal, family, or  
24 household use.

25 19. Passenger safety and reliability were important factors in Plaintiff’s  
26 decision to purchase his vehicle. Before making his purchase, Plaintiff researched  
27 the 2022 Kia Telluride online, by “Googling” the vehicle. At the dealership,  
28 Plaintiff also reviewed the vehicle’s Monroney Sticker or “window sticker,” which

1 listed official information about the vehicle. Plaintiff also discussed the features  
2 of the vehicle with dealership personnel, who made no reference to the Headlight  
3 Defect. Plaintiff believed that the 2022 Kia Telluride would be a safe and reliable  
4 vehicle.

5 20. Defendants' omissions were material to Plaintiff. Had the Kia  
6 Defendants disclosed their knowledge of the Headlight Defect before he purchased  
7 his vehicle, Plaintiff would have seen and been aware of the disclosures.  
8 Furthermore, had he known of the Headlight Defect, Plaintiff would not have  
9 purchased his vehicle.

10 21. Shortly after purchase, Plaintiff began experiencing difficulties with  
11 his Class Vehicle's Headlights. Specifically, the Headlights do not produce  
12 sufficient light, and therefore provide an insufficient field of vision. Mr. Young  
13 feels particularly unsafe due to the Headlights' insufficient illumination when  
14 driving after dark and in dimly lit areas. He sometimes drives with high beams to  
15 compensate for the low visibility because of the Headlight Defect, but even the  
16 high beams do not produce sufficient light. Such failures have caused Plaintiff to  
17 reduce his use of the vehicle during the night and during inclement weather.  
18 Plaintiff is in fear of, and in danger from, unilluminated pedestrians, animals, and  
19 road hazards while driving at night.

20 22. In or about April 2023, Plaintiff brought his vehicle to an authorized  
21 Kia dealership in California complaining of insufficient light output, but at no time  
22 did the dealership address his concerns or agree to repair the issue.

23 23. Despite bringing his vehicle to a Kia dealership—Kia's authorized  
24 agent for repairs—Plaintiff has not received a permanent repair under warranty,  
25 and his vehicle continues to exhibit the Headlight Defect.

26 24. As a result of the Headlight Defect, Plaintiff has lost confidence in  
27 the ability of his Class Vehicle to provide safe and reliable transportation for  
28 ordinary and advertised purposes, particularly at night and in inclement weather.

1 Further, Plaintiff will be unable to rely on the Class Vehicles' advertising or  
2 labeling in the future, and so will not purchase or lease another Class Vehicle,  
3 although he would like to do so.

4 25. At all times, Plaintiff, like all Class Members, has driven his vehicle  
5 in a manner both foreseeable and in which it was intended to be used.

6 **Defendant Hyundai Motor America, Inc.**

7 26. Defendant Hyundai Motor America, Inc. is a corporation organized  
8 and in existence under the laws of the State of California and registered to do  
9 business in the State of California. HMA is headquartered in Fountain Valley,  
10 California and is a wholly owned subsidiary of HMC.

11 27. HMA is responsible for sales, marketing, service, distribution, import  
12 and export of Hyundai branded products, including vehicles and parts, in the  
13 United States. HMA is also the warrantor and distributor of Hyundai vehicles,  
14 including the Class Vehicles, throughout the United States.

15 28. In order to sell vehicles to the general public, HMA enters into  
16 agreements with authorized dealerships who engage in retail sales with consumers  
17 such as Plaintiff. In return for the exclusive right to sell new Hyundai branded  
18 vehicles, authorized dealerships are also permitted to service and repair these  
19 vehicles under the warranties HMA provides directly to consumers who purchased  
20 new vehicles from the authorized dealerships. All service and repair at an  
21 authorized dealership is completed according to Hyundai instructions, issued  
22 through service manuals, TSBs, and other documents. Per the agreements between  
23 HMA and the authorized dealers, consumers such Plaintiff are able to receive  
24 services under HMA's issued warranty at dealer locations that are convenient to  
25 them. These agreements provide HMA with a significant amount of control over  
26 the actions of the authorized dealerships. For example, HMA employees are  
27 appointed as managers for particular regions of the United States and their  
28 responsibilities include managing the day-to-day operations of the dealerships



1 located within their regions.<sup>1</sup>

2 29. Discovery will show that HMA also developed and disseminated the  
3 owner's manual and warranty booklets, advertisements, and other promotional  
4 material relating to the Hyundai Class Vehicles.

5 **Defendant Hyundai Motor Company**

6 30. Defendant Hyundai Motor Company is a corporation founded in 1967  
7 under the laws of South Korea and headquartered in Seoul, South Korea.

8 31. HMC designs, engineers, manufactures, tests, markets, supplies,  
9 sells, and distributes Hyundai-branded vehicles and parts for those vehicles  
10 worldwide, including the United States, as well as manufactures parts for Kia-  
11 branded vehicles. HMC also receives parts manufactured by KMC for use in  
12 Hyundai-branded vehicles.

13 32. HMC is the parent corporation of HMA, as well as the United States  
14 based Hyundai facilities, including manufacturing in Alabama and the technical  
15 campus in Michigan. For all its United States subsidiaries, including HMA, HMC  
16 provides all the technical information for the purposes of manufacturing,  
17 servicing, and repairing the Class Vehicles

18 33. Discovery will show the decision to found HMA in California and  
19 register it as a California corporation was made by HMC.

20 65. Discovery will show that the relationship between HMA and HMC is  
21 governed by an agreement that gives HMC the right to control nearly every aspect  
22 of HMA's operations—including sales, marketing, management policies,  
23 technical information, servicing instructions, governance policies, pricing, and  
24 warranty terms. Furthermore, HMC exercises control over the executives in charge  
25 of HMA, including appointing the President and CEO of HMA, José Muñoz. In  
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27 <sup>1</sup> See, e.g., <https://www.hyundainews.com/en-us/releases/2135> (“Hyundai Motor America  
28 named Kimberly Walker General Manager of the Western Region, effective March 1, 2016. In her new role, Walker will lead the day-to-day operations of more than 165 Hyundai dealerships across the 12 Western-most states in the United States.”).

1 addition to this role, Mr. Muñoz is also the Global Chief Operating Office of  
2 HMC.<sup>2</sup>

3 **Defendant Kia Motors America, Inc.**

4 34. Defendant Kia Motors America, Inc. is a corporation organized and  
5 in existence under the laws of the State of California and registered to do business  
6 in the State of California. KMA is headquartered in Irvine, California and is a  
7 wholly owned subsidiary of KMC.

8 35. KMA is responsible for sales, marketing, service, distribution, import  
9 and export of Kia branded products, including vehicles and parts, in the United  
10 States. KMA is also the warrantor and distributor of Kia vehicles, including the  
11 Class Vehicles, throughout the United States.

12 36. In order to sell vehicles to the general public, KMA enters into  
13 agreements with authorized dealerships who engage in retail sales with consumers  
14 such as Plaintiff. In return for the exclusive right to sell new Kia branded vehicles,  
15 authorized dealerships are also permitted to service and repair these vehicles under  
16 the warranties KMA provides directly to consumers who purchased new vehicles  
17 from the authorized dealerships. All service and repair at an authorized dealership  
18 is completed according to Kia instructions, issued through service manuals, TSBs  
19 and other documents. Per the agreements between KMA and the authorized  
20 dealers, consumers such as Plaintiff are able to receive services under KMA's  
21 issued warranty at dealer locations that are convenient to them. These agreements  
22 provide KMA with a significant amount of control over the actions of the  
23 authorized dealerships. As with HMA, KMA also employs region managers whose  
24 responsibilities include managing the dealers within their region, including  
25 marketing and customer satisfaction initiatives.

26 37. Discovery will show that KMA also developed and disseminated the

27 \_\_\_\_\_  
28 <sup>2</sup> See <https://www.hyundai-news.com/en-us/bios/jose-munoz> (last accessed November 10, 2022).

1 owner's manual and warranty booklets, advertisements, and other promotional  
2 material relating to the Kia Class Vehicles.

3 **Defendant Kia Motor Company**

4 38. Defendant Kia Motor Company is a corporation founded in 1944  
5 under the laws of South Korea and headquartered in Seoul, South Korea.

6 39. KMC designs, engineers, manufactures, tests, markets, supplies,  
7 sells, and distributes Kia-branded vehicles and parts for those vehicles worldwide,  
8 including the United States. One of KMC's major suppliers for parts is HMC. In  
9 turn, KMC is also a major supplier to HMC of parts to be used Hyundai-branded  
10 vehicles.

11 40. KMC is the parent corporation of KMA, as well as the United States  
12 based Kia facilities, including manufacturing in Georgia. For all its United States  
13 subsidiaries, including KMA, KMC provides all the technical information for the  
14 purposes of manufacturing, servicing, and repairing the Class Vehicles.

15 41. Discovery will show that the decision to found KMA in California  
16 and register it as a California corporation was made by KMC.

17 42. Discovery will show that the relationship between KMA and KMC is  
18 governed by an agreement that gives KMC the right to control nearly every aspect  
19 of KMA's operations—including sales, marketing, management policies,  
20 technical information, servicing instructions, governance policies, pricing, and  
21 warranty terms.

22 43. Defendants, through their various entities, design, manufacture,  
23 market, distribute, service, repair, sell, and lease passenger vehicles, including the  
24 Class Vehicles, nationwide and in Minnesota and South Carolina.

25 44. Defendants HMC and KMC worked together to develop, design,  
26 manufacture, test, and draft technical materials for the Class Vehicles and the  
27 Gamma engines. In fact, HMC and KMC are controlled by the same parent,  
28 Hyundai Motor Group, and the chairman of the board of both companies is Eui-

1 sun Chung.

2 45. Defendants worked together on the drafting and distribution of all  
3 advertising materials and technical bulletins regarding the Class Vehicles to  
4 authorized dealers, as well as in training Hyundai and Kia-dealer technicians in  
5 the correct procedures to maintain, service, and repair Hyundai and Kia vehicles.

6 46. At all relevant times, Defendants were and are engaged in the  
7 business of designing, manufacturing, constructing, assembling, marketing,  
8 distributing, and selling automobiles and motor vehicle components in Minnesota,  
9 South Carolina, and throughout the United States of America.

10 **JURISDICTION**

11 47. This is a class action.

12 48. Members of the proposed Class number more than 100 and at least  
13 one plaintiff and one defendant are citizens of different states.

14 49. There are at least 100 members in the proposed class, and the  
15 aggregate claims of individual Class Members exceed \$5,000,000.00 in value,  
16 exclusive of interest and costs.

17 50. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(d).

18 51. This Court has personal jurisdiction over Plaintiff because Plaintiff  
19 submits to this Court's jurisdiction. This Court has personal jurisdiction over  
20 Defendants because KMA and HMA are incorporated in this District; KMC and  
21 HMC conduct substantial business in this District through KMA and HMA,  
22 respectively; and discovery will show that significant conduct involving  
23 Defendants giving rise to the Complaint took place in this District.

24 **VENUE**

25 52. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because  
26 the conduct giving rise to this lawsuit occurred here, KMA and HMA are deemed  
27 to reside in this district pursuant to 28 U.S.C. § 1391(a), and KMA and HMA are  
28 incorporated here, and Defendants are subject to personal jurisdiction here by

1 conducting business within the State of California. Plaintiff's counsel's  
2 Declaration of Venue, to the extent required under California Civil Code section  
3 1780(d), is attached hereto.

#### 4 **FACTUAL ALLEGATIONS**

5 53. Defendants designed, manufactured, distributed, marketed, sold,  
6 and/or leased the Class Vehicles. Defendants sold, directly or indirectly, through  
7 dealers and other retail outlets, thousands of Class Vehicles in California and  
8 nationwide. Defendants warrant and service the Class Vehicles through their  
9 nationwide network of authorized dealers and service providers.

10 54. Defendants provided all purchasers or lessees of the Class Vehicles  
11 with a New Vehicle Limited Warranty ("NVLW"). The terms of these warranties  
12 are non-negotiable and Defendants exercise sole authority in determining whether  
13 and to what extent a particular repair is covered under the warranties they offers.

14 55. The NVLW provided by KMA includes basic warranty coverage and  
15 Power Train coverage, stated in relevant part:

#### 16 **Basic Warranty Coverage**

17 Except as limited or excluded below, all components of your new Kia  
18 Vehicle are covered for 60 months/60,000 miles from the Date of First  
19 Service, whichever comes first (Basic Limited Warranty Coverage).  
20 This Warranty does not cover wear and maintenance items, or those  
21 items excluded elsewhere in the Manual.

#### 22 **Power Train Coverage**

23 For Original Owners (defined below), the Power Train Limited  
24 Warranty begins upon expiration of the 60 month/60,000 mile Basic  
25 Limited Warranty Coverage, and will continue to cover the following  
26 components up to 120 months or 100,000 miles from the Date of First  
27 Service, whichever comes first. It does not cover normal wear and  
28 tear, maintenance, or those items excluded elsewhere in this manual.

1           **To Get Warranty Service**

2           You must take your Kia Vehicle, along with this manual, to an  
3           Authorized Kia Dealer in the United States during its normal service  
4           hours. While any Authorized Kia Dealer will perform warranty  
5           service, Kia recommends that when possible you return to the  
6           dealership where you purchased your Kia Vehicle in order to ensure  
7           continuity in service and maintenance.

8           **Other Terms**

9           The warranty coverage is “applicable to Kia Vehicles registered and  
10          normally operated in the United States.”<sup>3</sup>

11          56.    KMA further warrants that “it will arrange for an Authorized Kia  
12          dealer at locations of its choice to provide for the repair of your vehicle if it fails  
13          to function properly during normal use. Authorized service facilities will remedy  
14          such failures to function properly at Kia’s expense...”<sup>4</sup>

15          57.    HMA provides a similar NVLW for the Class Vehicles, which states  
16          in relevant part:

17               **WHAT IS COVERED**

18               Repair or replacement of any component originally manufactured or  
19               installed by Hyundai Motor Company, Hyundai Motor Group, Hyundai  
20               Motor Manufacturing Alabama (HMMA), Kia Manufacturing Mexico  
21               (KMM), Kia Motors Manufacturing Georgia (KMMG) or Hyundai Motor  
22               America (HMA) that is found to be defective in material or workmanship  
23               under normal use and maintenance, except any item specifically referred to  
24               in the section “What is not Covered.” Towing expense to the nearest  
25               Hyundai Dealership or Authorized Service Facility is covered when the  
26               vehicle is inoperable due to a warrantable defect. Repairs will be made using

27               \_\_\_\_\_  
<sup>3</sup> *Id.*

28               \_\_\_\_\_  
<sup>4</sup> *Id.*

1 new Hyundai Genuine Parts or Hyundai authorized remanufactured parts.

2 **WARRANTY PERIOD**

3 The warranty period is limited to 5 years from the date or original retail  
4 delivery or date of first use, or 60,000 miles, whichever occurs first.

5 **OBTAINING WARRANTY SERVICE**

6 Warranty service will be provided by an authorized Hyundai Dealership  
7 without charge for parts or labor. This warranty will not apply to warranty  
8 service performed by those other than an authorized Hyundai Dealership.<sup>5</sup>

9 58. Headlights are important and necessary safety equipment on all motor  
10 vehicles. “Vehicle headlamps primarily satisfy two safety needs: Visibility and  
11 glare prevention. Headlamps illuminate the area ahead of the vehicle and provide  
12 forward visibility. . . . Visibility and glare are both related to motor vehicle safety.  
13 . . . Visibility has an obvious, intuitive relation to safety: The better drivers can see  
14 the road, the better they can react to road conditions and obstacles to avoid crashes.  
15 . . . [e]vidence suggests that diminished visibility likely increases the risk of  
16 crashes, particularly crashes at higher speeds involving pedestrians, animals,  
17 trains, and parked cars.”<sup>6</sup>

18 59. In 2019, Kia released its all-new flagship SUV, the 2020 Kia  
19 Telluride, while touting its capabilities and safety: “Telluride is engineered to be  
20 capable in a variety of driving conditions and provide a driving experience that is  
21 enjoyable and confidence-inspiring.”<sup>7</sup> All Kia Telluride models LS, X, and EX,

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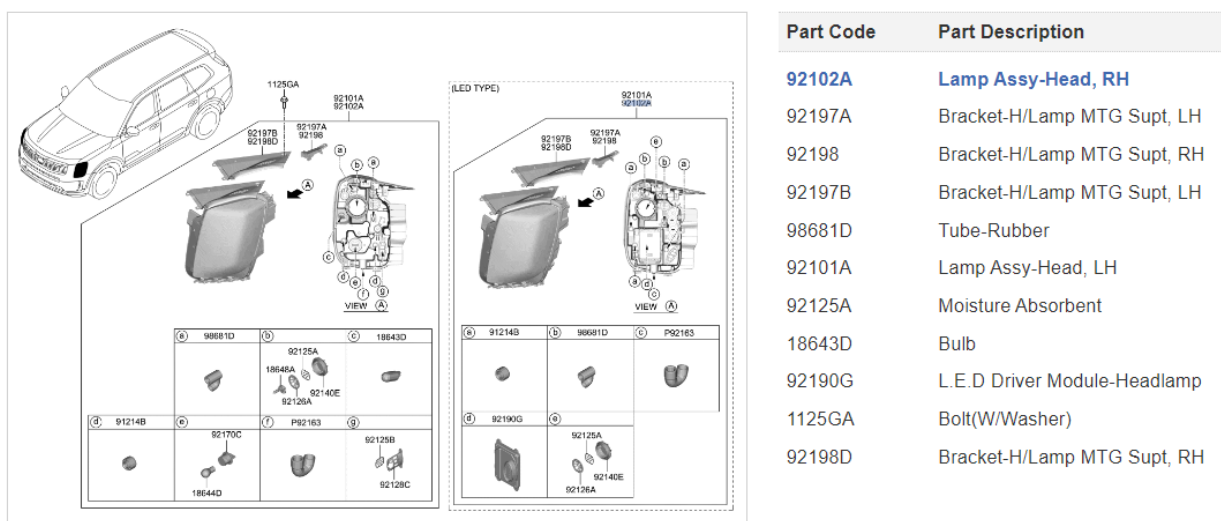
23 [https://www.hyundaiusa.com/content/dam/hyundai/us/com/pdf/assurance/2020\\_Owners\\_Handbook\\_Warranty\\_r2.pdf](https://www.hyundaiusa.com/content/dam/hyundai/us/com/pdf/assurance/2020_Owners_Handbook_Warranty_r2.pdf)

24 <sup>6</sup> Federal Register. “Federal Motor Vehicle Safety Standards; Lamps, Reflective  
25 Devices, and Associated Equipment, Adaptive Driving Beam Headlamps” February 2, 2022,  
26 available at: <https://www.federalregister.gov/documents/2022/02/22/2022-02451/federal-motor-vehicle-safety-standards-lamps-reflective-devices-and-associated-equipment-adaptive#citation-3-p9918> (last accessed March 26, 2024).

27 <sup>7</sup> “All-New 2020 Kia Telluride Offers Rugged Luxury,” January 4, 2019, available at:  
28 <https://www.kiamedia.com/us/en/media/pressreleases/14874/all-new-2020-kia-telluride-offers-rugged-luxury> (last accessed March 26,2024).



1 through present, come standardly quipped with halogen headlights. Kia Telluride  
 2 LX models come standardly equipped with LED headlights. For reference, Figure  
 3 1 shows the Kia Telluride’s headlight assembly.

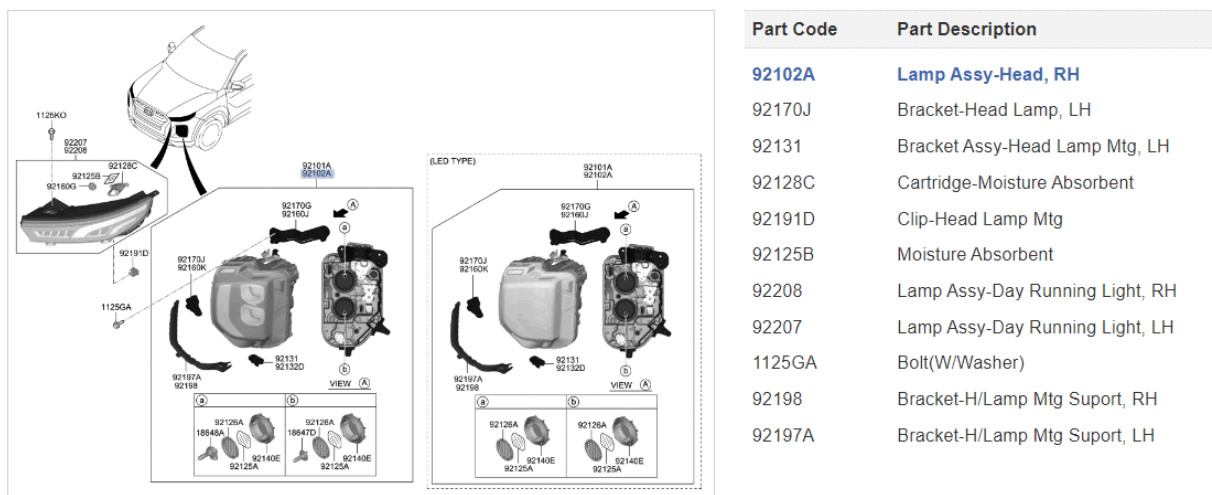


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18 **Fig. 1. Kia Telluride Headlight Assembly**

19 60. Also in 2019, Hyundai released its all-new flagship SUV, the 2020  
 20 Hyundai Palisade, while touting its capabilities and safety: “All-New 2020  
 21 Hyundai Palisade Flagship SUV Brings Exceptional Comfort, Technology and  
 22 Safety in a Bold Midsize SUV.”<sup>8</sup> As with Kia, all Hyundai Palisade models SE  
 23 and SEL, through present, come standardly equipped with halogen headlights.  
 24 Hyundai Palisade Limited models come standardly equipped with LED headlights.  
 25 For reference, Figure 2 shows the Hyundai Palisade’s headlight assembly.

26  
27 <sup>8</sup> “All-New 2020 Hyundai Palisade Mid-size SUV Makes its Global Debut at the 2018  
 28 Los Angeles Auto Show,” November 28, 2018, available at <https://www.hyundainews.com/en-us/releases/2658> (last accessed March 26, 2024).





**Fig. 2. Hyundai Palisade Headlight Assembly**

61. All headlights and headlight assemblies are expected to absorb some moisture and still operate safely. However, discovery will show that the Headlights installed in the Class Vehicles have insufficient sealing and improper wiring, causing the Headlight Assemblies, including the high beams, low beams, daytime running lights (DRL), and fog lamps (FL), to absorb too much moisture and begin to dim, become improperly aimed, and ultimately and often suddenly, fail.

62. The Class Vehicles Headlights are defective because they are designed, manufactured, and/or installed in a manner that does not seal out moisture and humidity to a sufficient degree, which causes the Headlight assemblies' internal components, including the wiring and wiring connections, to fail, thereby causing a drastic reduction in light output, an unintentional change to aim calibration, and an inability to operate or function at all. Figure 3 shows a Class Vehicle headlight with improper water moisture and humidity intrusion that will require replacement.

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**Fig. 3. Class Vehicle Headlight Assembly with Improper Moisture Intrusion**

63. The wiring and wiring connections are housed inside the headlight assembly and are vulnerable to improper moisture and humidity intrusion, which can cause the wiring and wiring connections to quickly degrade, thereby causing the Headlights, including the low beams, to not operate. For reference, Figures 4.1 through 4.3 show the location of the wiring and connections inside the headlight assembly of the Class Vehicles.



**Fig. 4.1. Class Vehicle Headlight Assembly**

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**Fig. 4.2. Inside of Headlight Assembly with Circular Seal in Upper Right Corner**



**Fig. 4.3. Wiring and Headlight Connections Inside Circular Seal within Headlight Assembly**



1 consumers who purchased the Class Vehicles and experienced the Defect. Despite  
2 this knowledge, Defendants failed to disclose the Defect and its associated safety  
3 risk to consumers. As a result of this failure, Plaintiff and Class Members have been  
4 damaged.

### 5 **The Headlight Defect Poses an Unreasonable Safety Hazard**

6 69. The Headlight Defect poses an unreasonable safety hazard. The  
7 Defect causes drivers to have low or no visibility in the front of their Class  
8 Vehicles, which in turn increases the likelihood of collision with pedestrians,  
9 animals, inanimate objects, and road hazards.<sup>9</sup> For this reason, functioning  
10 headlights are required safety devices in all passenger automobiles. *See* 49 CFR §  
11 238.443 (2018).

12 70. Federal law requires automakers like Defendants to be in close  
13 contact with NHTSA regarding potential auto defects, including imposing a legal  
14 requirement (backed by criminal penalties) compelling the confidential disclosure  
15 of defects and related data by automakers to NHTSA, including field reports,  
16 customer complaints, and warranty data. *See TREAD Act*, Pub. L. No. 106-414,  
17 114 Stat.1800 (2000).

18 71. Automakers have a legal obligation to identify and report emerging  
19 safety-related defects to NHTSA under the Early Warning Report requirements.  
20 *Id.* Similarly, automakers monitor NHTSA databases for consumer complaints  
21 regarding their automobiles as part of their ongoing obligation to identify potential  
22 defects in their vehicles, including those which are safety related. *Id.* Discovery  
23 will show that HMA and KMA are the agents of HMC and KMC respectively for  
24 the purpose of monitoring the NHTSA complaint database and for communication  
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26 <sup>9</sup> *See* Federal Register. “Federal Motor Vehicle Safety Standards; Lamps, Reflective  
27 Devices, and Associated Equipment, Adaptive Driving Beam Headlamps” February 2, 2022,  
28 available at: <https://www.federalregister.gov/documents/2022/02/22/2022-02451/federal-motor-vehicle-safety-standards-lamps-reflective-devices-and-associated-equipment-adaptive#citation-3-p9918> (last accessed March 26,2024).

1 with NHTSA regarding safety defects, as manufacturers are required to do by  
2 federal law. Thus, Defendants knew or should have known of the many complaints  
3 about the Headlight Defect logged by NHTSA Office of Defects Investigation  
4 (ODI). The content, consistency, and disproportionate number of those complaints  
5 alerted, or should have alerted, Defendants to the Headlight Defect.

6 72. With respect solely to the Class Vehicles, the following are but a few  
7 examples of the many complaints concerning the Headlight Defect which are  
8 available through NHTSA's website, [www.safercar.gov](http://www.safercar.gov). Many of the complaints  
9 reveal that Defendants, through their network of dealers and repair technicians,  
10 have been made aware of the Headlight Defect. In addition, the complaints  
11 indicate that despite having knowledge of the Headlight Defect and even armed  
12 with knowledge of the exact vehicles affected, Defendants often refused to  
13 diagnose the defect or otherwise attempt to repair it while Class Vehicles were still  
14 under warranty.

15 **2020 Kia Telluride**

16 a. **DATE OF INCIDENT:** September 14, 2019

17 **DATE COMPLAINT FILED:** September 16, 2019

18 **NHTSA/ODI ID:** 11255716

19 **SUMMARY:** THE HEADLIGHTS AT NIGHT ARE POOR. THEY  
20 DO NOT ILLUMINATE TRAFFIC SIGNS SUCH AS: SPEED  
21 LIMIT, STOP, STREET/HIGHWAY INFO, YIELD, WARNING,  
22 ETC. WHEN YOU APPROACH A THE UPSIDE OF A HILL,  
23 VISIBILITY IS LIMITED TO 30-50 FEET. SIDE VISION WHEN  
24 TURNING IS NON-EXISTENT. THIS OCCURS AT NIGHT WHEN  
25 IN MOTION AND STOPPED.

26 b. **DATE OF INCIDENT:** November 10, 2019

27 **DATE COMPLAINT FILED:** November 14, 2019

28 **NHTSA/ODI ID:** 11280024

**SUMMARY:** THE TELLURIDE EX HAS AN ISSUE WITH IT'S  
HEADLIGHTS, ESPECIALLY IN A DIMLY LIT AREA. WHEN  
THE HEADLIGHTS ARE IN NORMAL MODE (NOT HIGH  
BEAM) ON A STREET THAT DOES NOT HAVE STREETLIGHTS



1 (NO AMBIENT LIGHTS) OR YOU ARE GOING AROUND A  
2 TURN, OR YOU ARE GOING SLIGHTLY UPHILL, THERE IS  
3 VERY LITTLE VISIBILITY ON THE ROAD. YOU CAN SEE A  
4 DISTINCT CUT OFF OF THE HEAD LIGHT AND YOU CANNOT  
5 SEE BEYOND IT. THIS MAKES IT VERY VERY DIFFICULT TO  
6 DRIVE IN A LOW LIGHT ENVIRONMENT. IF I AM ON A  
7 HIGHWAY OR A WELL LIT ROAD, THERE IS NO ISSUE. MY  
8 OTHER CAR 2010 AUDI A4 DOES NOT HAVE THIS ISSUE AND  
9 THE HEADLIGHTS ILLUMINATE THE ROAD ADEQUATELY  
10 IN ANY CONDITION

11 c. **DATE OF INCIDENT:** November 19, 2019

12 **DATE COMPLAINT FILED:** November 20, 2019

13 **NHTSA/ODI ID:** 11281250

14 **SUMMARY:** HALOGEN HEADLAMPS ON THE EX MODEL DO  
15 A POOR JOB OF ILLUMINATING THE ROAD AHEAD WHEN IN  
16 LOW BEAM MODE. I CAN HARDLY SEE A FEW FEET. I ALSO  
17 DRIVE A LEXUS WHOSE HEADLAMPS DO A FANTASTIC JOB  
18 OF ILLUMINATION IN LOW BEAM. I AM HAVING TO  
19 PERIODICALLY ALTERNATE BETWEEN HIGH BEAM AND  
20 LOW BEAM MODES (TO AVOID BLINDING OPPOSITE  
21 TRAFFIC) WHEN DRIVING THE TELLURIDE ON UNLIT  
22 ROADS OR POORLY LIT ROADS. WHY DIDN'T KIA PROVIDE  
23 LED HEADLIGHTS FOR ALL TRIM LEVELS? THIS IS A  
24 SERIOUS SAFETY ISSUE.

25 d. **DATE OF INCIDENT:** August 3, 2019

26 **DATE COMPLAINT FILED:** November 21, 2019

27 **NHTSA/ODI ID:** 11281548

28 **SUMMARY:** THIS IS A NEW VEHICLE, PURCHASED 8/2019. IT  
IS MY BELIEF THAT THE HEADLIGHTS (BOTH HIGH AND  
LOW BEAM), AS EQUIPPED, ARE DANGEROUSLY DEFICIENT  
AND DO NOT PROVIDE NEARLY ADEQUATE  
ILLUMINATION. I AM HESITANT TO DRIVE THE VEHICLE AT  
NIGHT. I CONSIDER THIS HAZARDOUS AND WORTHY OF  
CORRECTION BY THE MANUFACTURER. KIA TELLURIDE  
EX AWD.

e. **DATE OF INCIDENT:** October 1, 2019

**DATE COMPLAINT FILED:** December 29, 2019

**NHTSA/ODI ID:** 11291891

**SUMMARY:** I HAVE A 2020 TELLURIDE AND THE

1 HEADLIGHTS PROVIDE SO LITTLE LIGHT THAT IT'S  
2 DANGEROUS TO DRIVE AT NIGHT. THE NORMAL BEAMS  
3 ARE SO DIFFUSE THEY PROVIDE INSUFFICIENT LIGHT  
4 FORWARD TO SEE THE ROAD CLEARLY AND PROVIDE NO  
5 LIGHT TO THE SIDES, SO YOU CAN'T SEE WHAT YOU ARE  
6 TURNING INTO WHEN YOU TURN. I CALLED KIA AND TWO  
7 LOCAL KIA DEALERS; THEY ARE AWARE OF THE PROBLEM  
8 BUT SAY THEY HAVE NO WAY TO FIX IT. GOOD  
9 HEADLIGHTS ARE FUNDAMENTAL AND, REALLY, AFTER  
10 100 YEARS OF CARS WITH HEADLIGHTS, YOU'D THINK  
11 THEY COULD GET THIS RIGHT. PLEASE FORCE KIA TO  
12 RECALL THE CARS AND FIX THE HEADLIGHTS AS SOON AS  
13 POSSIBLE. THANK YOU. SANDRA THANK YOU. SANDRA

14 f. **DATE OF INCIDENT:** November 26, 2019

15 **DATE COMPLAINT FILED:** January 24, 2020

16 **NHTSA/ODI ID:** 11301584

17 **SUMMARY:** THIS IS AN ONGOING ISSUE. THE HEADLIGHTS  
18 ON MY EX MODEL ARE SERIOUSLY DEFICIENT AND  
19 DANGEROUS, ESPECIALLY DURING DRIVING IN LOW  
20 LIGHT AREA DURING TURNS. AT MY OWN EXPENSE I'VE  
21 PURCHASED LED BULBS, WHICH HAVE IMPROVED  
22 VISIBILITY AHEAD OF ME, INCLUDING BEING, NOW, ABLE  
23 TO SEE THE SIDES OF THE ROAD, HOWEVER, VISIBILITY  
24 DURING TURNS IS NON-EXISTENT. AFTER 30 + YEARS OF  
25 DRIVING I HAVE NEVER BEEN SO UNCOMFORTABLE  
26 DRIVING AT NIGHT.

27 g. **DATE OF INCIDENT:** January 26, 2020

28 **DATE COMPLAINT FILED:** January 27, 2020

**NHTSA/ODI ID:** 11302348

**SUMMARY:** THE HEADLIGHTS ON THIS CAR ARE  
DANGEROUS AT NIGHT ON STREETS WITH NO LIGHTING  
AND ESPECIALLY DANGEROUS WHEN ITS RAINING. THE  
LIGHTS DO NO ILLUMINATE SPEED LIMIT SIGNS, STOP  
SIGNS, CAUTION SIGNS, YIELD SIGNS ETC. THEY DO NOT  
ILLUMINATE OVERHEAD INTERSTATE SIGNS. I HAVE  
TAKEN THE CAR TO THE DEALER AND THEY SAID THE  
LIGHTS ARE WORKING AS DESIGNED. THE INSURANCE  
INSTITUTE FOR HIGHWAY SAFETY ALSO GIVES A POOR  
RATING TO THESE LIGHTS. SOMETHING NEEDS TO BE  
DONE BEFORE SOMEONE GETS KILLED.



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**h. DATE OF INCIDENT:** January 24, 2020  
**DATE COMPLAINT FILED:** January 27, 2020  
**NHTSA/ODI ID:** 11302241  
**SUMMARY:** HEADLIGHTS ON LX TRIM ARE EXTREMELY DIM. INSUFFICIENT FOR NIGHT DRIVING, CURVY/HILLY ROADS, RAINY CONDITIONS. LANE MARKERS ARE NEARLY IMPOSSIBLE TO SEE.

**i. DATE OF INCIDENT:** January 10, 2020  
**DATE COMPLAINT FILED:** February 5, 2020  
**NHTSA/ODI ID:** 11307230  
**SUMMARY:** HALOGEN BULBS IN HEADLIGHTS ON S TRIM ARE SUBOPTIMAL FOR ROADWAY ILLUMINATION DURING NIGHTTIME DRIVING REGARDLESS OF TERRAIN, ENVIRONMENT, OR DIRECRION. UPGRADE TO LED BULBS SHOULD RESULT IN IMPROVED VISIBILITY.

**j. DATE OF INCIDENT:** April 26, 2019  
**DATE COMPLAINT FILED:** February 4, 2020  
**NHTSA/ODI ID:** 11306967  
**SUMMARY:** THE HEADLIGHTS ON THIS CAR ARE DANGEROUS AT NIGHT AND ARE ESPECIALLY DANGEROUS WHEN IT'S RAINING. THE LIGHTS DO NO ILLUMINATE SPEED LIMIT SIGNS, STOP SIGNS, CAUTION SIGNS, YIELD SIGNS ETC... THE HEADLIGHTS DO NOT ILLUMINATE FAR ENOUGH AHEAD ON THE ROADS. IF YOUR GOING UP OR DOWN A HILL TO SEE A SAFE DRIVING DISTANCE AHEAD.

**k. DATE OF INCIDENT:** November 30, 2019  
**DATE COMPLAINT FILED:** February 4, 2020  
**NHTSA/ODI ID:** 11306971  
**SUMMARY:** THE HEADLIGHTS ON MY EX MODEL ARE SERIOUSLY DEFICIENT AND DANGEROUS, ESPECIALLY DURING DRIVING IN LOW LIGHT AREA DURING TURNS. AT MY OWN EXPENSE I'VE PURCHASED LED BULBS, WHICH HAVE IMPROVED VISIBILITY AHEAD OF ME. HOWEVER, THE LIGHT IS BLOCKED BY THE PROJECTOR TYPE HOUSING FROM ILLUMINATING THE LEFT AND RIGHT SIDES OF THE FRONT OF THE VEHICLE. VISIBILITY DURING TURNS IS NON-EXISTENT. THIS NEEDS TO BE ADDRESSED

1 ASAP.

2 1. **DATE OF INCIDENT:** February 3, 2020  
3 **DATE COMPLAINT FILED:** February 4, 2020  
4 **NHTSA/ODI ID:** 11307078

5 **SUMMARY:** EXTERIOR LIGHTING (HEADLIGHTS) IS  
6 TERRIBLE ON MY EX MODEL. STANDARD OE HEADLIGHTS  
7 ARE FAR TOO INADEQUATE FOR SAFE DRIVING AT NIGHT.  
8 SIDE CUTOFF OF THE HEADLIGHTS MAKES READING  
9 STREET SIGNS DIFFICULT WHEN THERE IS NO  
10 SUPPLEMENTAL LIGHT OUTSIDE OF THE CAR  
11 HEADLIGHTS. THESE HEADLIGHTS SHOULD BE LED (IT'S  
2020 FOR [XXX] SAKE) AND NOT SO CONCENTRATED LIKE  
A SPOT LIGHT. INFORMATION REDACTED PURSUANT TO  
THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.  
552(B)(6). \*TR.

12 m. **DATE OF INCIDENT:** February 2, 2020  
13 **DATE COMPLAINT FILED:** February 2, 2020  
14 **NHTSA/ODI ID:** 11306611

15 **SUMMARY:** WHEN DRIVING AT NIGHT IN THE EX TRIM,  
16 THE HALOGEN LIGHTBULBS ARE INEFFECTIVE FOR  
17 LIGHTING THE ROADWAY AHEAD. OUTSIDE OF CITY  
18 DRIVING WHERE OUTSIDE LIGHTING IS MINIMAL, IT IS  
19 NEARLY IMPOSSIBLE TO SEE A SAFE DISTANCE AHEAD OF  
20 THE VEHICLE. IN ADDITION, BECAUSE OF THE CUTOFF  
DESIGN OF THE PROJECTOR HOUSING, STREET SIGNS SUCH  
AS STOP SIGNS AND SPEED LIMIT SIGNS ARE BARELY  
ILLUMINATED AT ALL.

21 n. **DATE OF INCIDENT:** May 14, 2020  
22 **DATE COMPLAINT FILED:** May 19, 2020  
23 **NHTSA/ODI ID:** 11325091

24 **SUMMARY:** THE HEADLIGHTS IN THE KIA TELLURIDE ARE  
25 SIGNIFICANTLY DEFICIENT IN ILLUMINATING THE FRONT  
26 CORNERS OF THE VEHICLE DURING TURNS IN LOW OR  
27 NON-LIT AREAS. DRIVING IN MY NEIGHBORHOOD AND ON  
28 THE ROADS THAT GET ME THERE FEELS EXTREMELY  
DANGEROUS WHILE DRIVING AT NIGHT. VISIBILITY WHEN  
TURNING CORNERS IS DANGEROUSLY LOW. THIS SCARES  
ME NOT ONLY AS A TELLURIDE OWNER BUT AS A  
PEDESTRIAN AND A PARENT WITH TWO SMALL CHILDREN.

1 AS THE TELLURIDE'S POPULARITY CONTINUES TO GROW  
2 SO DOES THE SAFETY HAZARD THESE POORLY DESIGNED  
3 HEADLIGHTS POSE. CORRECTIVE ACTION TO  
4 ADEQUATELY AND SAFELY ILLUMINATE THE ROAD  
5 WHILE MAKING TURNS IS ESSENTIAL AND NEEDS TO BE  
6 ADDRESSED IMMEDIATELY. PLEASE DO THE RESPONSIBLE  
7 THING AND PROTECT FAMILIES AND COMMUNITIES BY  
8 RECALLING THE TELLURIDE AND MAKE A SIMPLE DESIGN  
9 CHANGE THAT WOULD NOT ONLY IMPROVE OWNER  
10 SATISFACTION, BUT ALSO PROTECT A POTENTIALLY  
11 UNSEEN PEDESTRIAN, JOGGER, BICYCLIST OR PET. A  
12 VEHICLE'S SAFETY SHOULD BE PARAMOUNT BOTH DAY  
13 AND NIGHT. IF NOTHING ELSE, PLEASE PROVIDE THE  
14 OPTION FOR TELLURIDE OWNERS TO WIDEN THE  
15 HEADLIGHT BEAM AT OUR OWN EXPENSE SO WE CAN  
16 CHOOSE TO PROTECT OURSELVES AND OUR NEIGHBORS  
17 BY PAYING FOR IT OUT-OF-POCKET. \*TR.

18 o. **DATE OF INCIDENT:** March 1, 2020

19 **DATE COMPLAINT FILED:** March 3, 2020

20 **NHTSA/ODI ID:** 11315912

21 **SUMMARY:** NIGHT DRIVING IS HORRIBLE ON THE EX TRIM  
22 WHERE VISIBILITY ON EITHER SIDE IS DANGEROUS. I  
23 ALMOST HIT A PEDESTRIAN BECAUSE THE VISIBILITY IS  
24 SO POOR. THIS NEEDS TO BE ADDRESSED. PLEASE DON'T  
25 WAIT FOR SOMEONE TO BE FATALLY INJURED. THIS IS  
26 UNACCEPTABLE!

27 p. **DATE OF INCIDENT:** February 29, 2020

28 **DATE COMPLAINT FILED:** March 2, 2020

**NHTSA/ODI ID:** 11315718

**SUMMARY:** LIGHTING FAILS TO ILLUMINATE TO THE  
SIDES OF THE VEHICLE ON THE EX TRIM SO THAT THERE  
ARE SPOTS OF NO LIGHTING. THIS IS EXTREMELY  
DANGEROUS WHEN DRIVING AT NIGHT AND  
PARTICULARLY WHEN TURNING CORNERS. THIS SHOULD  
BE REMEDIED AND A RECALL ISSUED TO CORRECT THE  
CONCERN AS IT IS A SERIOUS SAFETY HAZARD.

q. **DATE OF INCIDENT:** March 1, 2020

**DATE COMPLAINT FILED:** February 26, 2020

**NHTSA/ODI ID:** 11311596

1           **SUMMARY:** BLIND SPOT COLLISION WARNING SYSTEM IS  
2 MALFUNCTIONS WHENEVER IT RAINS. VEHICLE HAS 3000  
3 MILES ON IT AND FOR THE 5TH TIME IN 2 MONTHS THE  
4 BLIND SPOT SYSTEM ALARM SYSTEM GOES OFF WHILE  
5 DRIVING IN THE RAIN. DEALERSHIPS REFUSING TO LOOK  
6 AT THE PROBLEM UNLESS THE ENGINE LIGHT IS ON,  
7 WHICH IT TURNS OFF ONCE THE SENSORS DRY OFF LOW  
8 BEAM LIGHTS ARE TOO BRIGHT... POLICE HAVE STOPPED  
9 ME TWICE THINKING THEY ARE HIGH BEAMS.. ALSO  
10 ONCOMING TRAFFIC CONTINUES TO BLAST THERE HIGH  
11 BEAMS AT OUR VEHICLE THINKING OUR HIGH BEAMS ARE  
12 ON CAUSING A DANGEROUS DRIVING SITUATION.. LOCAL  
13 DEALERSHIPS REFUSE TO FIX WARRANTY PROBLEMS  
14 BECAUSE CAR WAS NOT PURCHASUED FROM THEM

11           r. **DATE OF INCIDENT:** February 15, 2020  
12 **DATE COMPLAINT FILED:** February 17, 2020  
13 **NHTSA/ODI ID:** 11309673

13           **SUMMARY:** THE HEADLIGHTS HAVE BLIND SPOTS ON THE  
14 SIDES. WHEN GOING AROUND CURVES YOU LOOSE THE  
15 SIDE OF THE ROAD. NO VISIBILITY AT ALL AT NIGHT. THIS  
16 IS VERY DANGEROUS. I HAVE TALKED TO COMPANYS  
17 THAT INSTALLS HEADLIGHTS AND OTHER MECHANICAL  
18 PARTS TO VEHICLES AND WAS TOLD THAT ADDING FOG  
19 LIGHTS WILL NOT HELP BECAUSE THE HEADLIGHTS ARE  
20 ONLY PROJECTING FORWARD LIGHTS. WAS TOLD THAT  
21 ADDING FOG LIGHTS WOULD ONLY PROJECT FORWARD  
22 ALSO BECAUSE OF THE WAY THEY WOULD HAVE TO SET.  
23 THIS NEEDS TO BE CORRECTED!!!

21           **2021 Kia Telluride**

22           s. **DATE OF INCIDENT:** January 3, 2022  
23 **DATE COMPLAINT FILED:** January 11, 2022  
24 **NHTSA/ODI ID:** 11447121

24           **SUMMARY:** Optional LED headlight buckets fog up and will not dry  
25 out. Kia has a service bulletin out regarding this issue, it was  
26 performed and the situation has not improved. Recently, in minus 20-  
27 30 degree F weather, the condensation inside the housing frosted up  
28 the entire inside of the housing. The LED headlights do not generate  
enough heat to adequately melt the frost creating decreased headlight  
performance. The vehicle has been into the dealer multiple times and

1 the service bulletin was performed once and the desiccant packs were  
2 replaced the second time. The frost issue occurred after both had been  
3 done. Kia states that this is normal operation for their LED headlight  
4 bucket and the dealership, claiming to be under orders from Kia will  
not dedicate any more time to the investigation of my issue.

5 t. **DATE OF INCIDENT:** December 8, 2020

**DATE COMPLAINT FILED:** December 8, 2021

6 **NHTSA/ODI ID:** 11443178

7 **SUMMARY:** Kia has been on notice of the Telluride's deficient  
8 headlights with the ES model since at least 2019 and have done  
9 nothing. The highest end model has LED lights so Kia is more than  
10 capable of fixing this problem. I know that dozens of consumers like  
11 myself have filed complaints with the NHTSA and other organizations  
12 and nothing has been done. I have called Kia headquarters at least 3  
13 times to complain. The headlights do not provide enough light to  
14 safely drive at night. I'm not an engineer (I'm a lawyer) but I know that  
15 the design is faulty. Now that it's wintertime and dark at 5:00, I am  
16 unable to drive the car at night for fear of killing myself, my family, a  
17 pedestrian, or pet. Why hasn't NHTSA done anything to investigate  
18 these numerous complaints? Why have years gone on with resolution  
19 or recall? Is Kia (or the NHSTA) waiting for someone to actually die  
before they do something? (It seems so based on the below questions).  
I guess it's not enough that consumers like myself can't use our cars at  
night. I CAN'T BE ANY CLEARER: SOMEONE IS GOING TO GET  
KILLED. YOU ARE ON NOTICE. Please let me know the results of  
your investigation into this matter because this has gone on long  
enough. Conduct an investigation and get to the bottom on this please.

20 u. **DATE OF INCIDENT:** July 1, 2021

21 **DATE COMPLAINT FILED:** July 20, 2021

22 **NHTSA/ODI ID:** 11425646

23 **SUMMARY:** This car is very dangerous to drive at night particularly  
24 when making turns. There is a total blackout when turning on darker  
25 roads. Obviously test drives are done during the day so you wouldn't  
26 notice this problem. After reviewing a Telluride Forum this was  
27 apparently a problem on the 2020 vehicles that has not been addressed  
28 by Kia. Some members of forum have suggested switching front  
headlights out to LED but that is not a good option as I live in an area  
where visibility can be made worse with LED when snowing. Had I  
been aware of this problem never would have purchased this car. Very  
scary to drive at night.

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v. **DATE OF INCIDENT:** October 15, 2020  
**DATE COMPLAINT FILED:** November 19, 2020  
**NHTSA/ODI ID:** 11315912

**SUMMARY:** I RECENTLY DROVE MY NEW 2021 TELLURIDE SX TO MY CABIN IN GA. AND FOUND A MAJOR ISSUE WITH THE HEADLIGHTS WHILE DRIVING THROUGH THE BACKWOODS. THE VISIBILITY USING THE LED HEADLIGHTS AND HIGH BEAMS ARE TERRIBLE AND POSE A DANGER. IF YOU ARE DRIVING DOWNHILL AND THE ROAD GOES UP OR TURNS YOU HAVE ZERO VISIBILITY, IT ACTUALLY CREATES A LINE AS IN MY PICTURE. I BROUGHT IT INTO MY KIA DEALER AND THEY SAID CORPORATE IS AWARE OF IT BUT THERE IS NO FIX AS OF YET SO THEY ADJUSTED THEM AS BEST THEY COULD. THIS IS EXTREMELY DANGEROUS AND PEOPLE WILL DIE IF THEY DO NOT GET A A FIX FOR THIS ISSUE.

**2022 Kia Telluride**

w. **DATE OF INCIDENT:** May 20, 2022  
**DATE COMPLAINT FILED:** November 2, 2022  
**NHTSA/ODI ID:** 11491918  
**SUMMARY:** Headlights are NOT bright enough for night driving.

**2021 Hyundai Palisade**

x. **DATE OF INCIDENT:** July 13, 2020  
**DATE COMPLAINT FILED:** August 2, 2022  
**NHTSA/ODI ID:** 11477157  
**SUMMARY:** Head lights -When driving in mountains (curves and going up and down hills) at night the head lights produced a shadow effect, which gave the impression it was on the windshield sight line. This shadow effect varied from 1/3 to 2/3 of the windshield which caused a distorted view of the road ahead. There were 4 adults in the car and all agreed that it was making the road dangerous to drive on. We had to slow down well below the actual speed limit which would cause cars coming around a curve behind us to quickly slow down or run into us. - Took car to Bronco Motors in Boise Id and explained the headlight issue they told us that one other person had come in complaining about this same issue. Their mechanic told us that there is no way to adjust the headlights. -No warnings



1 y. **DATE OF INCIDENT:** December 22, 2021

2 **DATE COMPLAINT FILED:** March 2, 2021

3 **NHTSA/ODI ID:** 11444720

4 **SUMMARY:** The low beam headlights are too bright causing  
5 vehicles in the opposite direction to flash their high beams thinking  
6 that my high beams are on. This is a safety factor as I am often blinded  
7 by other drivers who flash their high beams and in many cases keep  
8 their high beams on. I've visited Palisade chat rooms and have found  
9 that other drivers have the same complaint. I have contacted Hyundai  
10 headquarters and reported the problem and have taken it to dealers  
11 three times to have the low beams lowered. I have been told that the  
12 low beam adjustment is correct and nothing can be done to fix my  
13 problem. I believe this low beam problem is a design defect and should  
14 be corrected. My vehicle is available for examination if necessary.

### 11 **Customer Complaints on Third-Party Websites**

12 73. Similarly, complaints posted by consumers in internet forums  
13 demonstrate that the defect is widespread and dangerous and that it can manifest  
14 without warning and/or suitable repair. The complaints also indicate Defendants'  
15 awareness of the problems with the Headlight and how potentially dangerous the  
16 defect is for consumers, not only to the extent such complaints reference contact  
17 with authorized dealerships and Defendants themselves, but also because HMA  
18 and KMA employ staff to monitor the perception of the brand. The following are  
19 a sample of consumer complaints (spelling and grammar mistakes remain as found  
20 in the original):

21 74. On tellurideforum.org, a consumer of a 2021 Kia Telluride posted the  
22 following:

23 I have had my Telluride S 2021 since August and I am very  
24 frustrated with the headlights at night. #1 I don't think the main  
25 headlights beam high enough. When I go up a hill I must have  
26 my brights on to adequately see in front of me. #2 I noticed a  
27 complete blind spot when turning...At night if someone walked  
28

1 in front of my car while I am turning I could never see them.  
2 This is quite scary to me. Thought perhaps it is because I am  
3 short but now I am reading that this is a common complaint with  
4 this car. Now I read that the "fog lights" can help illuminate the  
5 car when turning. Of course now I found out I don't have fog  
6 lights in this car style. I hate to say this but if I had any inkling  
7 of this problem would never have bought this car. It is very  
8 dangerous.

9 75. On [tellurideforum.org.com](https://www.tellurideforum.org.com), a consumer of a 2020 Kia Telluride  
10 posted the following:

11 Hi. My telluride is less than a year old. I noticed the other night  
12 that when I switch to high beams nothing changes. Low beams  
13 work like they always have. Are they separate bulbs? Is this a  
14 warranty issue? How hard is it to upgrade the lights. The  
15 original sucks. It's a LX if that matters.

16 76. On [tellurideforum.org.com](https://www.tellurideforum.org.com), a consumer of a 2020 Kia Telluride  
17 posted the following:

18 We just got a Telluride EX a couple of weeks ago. We hadn't  
19 driven it at night on dark roads until last night. It was dangerous  
20 in our opinion. The light had a definite line that almost appeared  
21 like a dark screen on the windshield. Upon stopping and looking  
22 at the headlamps, I discovered that there is some kind of black  
23 deflector on the bottom and top of the headlamp bulb. This  
24 creates a "border" at the top of the light being shone on the road  
25 and surroundings. Normal headlamps allow some light to shine  
26 above this artificial border. I find this current lighting  
27 dangerous.

28 77. On [tellurideforum.org.com](https://www.tellurideforum.org.com), a consumer of a 2020 Kia Telluride



1 consumer posted the following:

2 High beam headlights on Kia Telluride stopped working, plus  
3 when on low beam light projection is only about 20 yards.  
4 Safety issue. Suggest contacting NHSTA for this issue. Kia  
5 dealership cannot schedule appointment for a month.

6 78. On carproblemzoo.com, a 2020 Kia Telluride consumer posted the  
7 following:

8 High beams will not function. Replaced light bulbs. Did not fix  
9 the problm. Replaced relay and fuse. Did not fix the problem.  
10 Took to dealer. Service tech appeared to be befuddled. His only  
11 suggestion was to replace both headlight assemblies at a cost of  
12 over \$2000. 00 or just wait until kia announced a recall as he  
13 could not determine exact cause of problem.

14 79. On carproblemzoo.com, another consumer posted the following:

15 I love this car. I replaced my 2016 Lexus gl 460 with the 2020  
16 Telluride ex v6, a low milage previously owned car I found at a  
17 dealership because I felt it compared favorably in every way  
18 with the Lexus, which I had bought new. Unfortunately, like  
19 others who have complained about the same lighting issue, I did  
20 not do a night time test drive of this car, but when I did finally  
21 drive it at night - wow! the headlights on this vehicle are the  
22 absolute worst I have ever experienced as a driver. My first  
23 experience driving this kia after dark on a city street proved to  
24 be dangerous and scary. Lighting was so poor- especially the  
25 peripheral lighting and low beam height range - that I could not  
26 find my destination because the house numbers on the  
27 mailboxes as well as the street sign were not lit well enough to  
28 read. But what was worse is that I very nearly hit a pedestrian

1 who was walking on the side of the road. By the way, my vision  
2 is 20/20 and night driving has not previously been a problem. I  
3 knew there had to be something wrong with the lighting system  
4 so the next day I took the car straight to the dealer who checked  
5 the bulbs and their placement; he found no problem. I am a  
6 widow so I drive myself everywhere I go, including at night.  
7 Bright, safe illumination is a must! I am not driving much at  
8 night these days because I feel it is way too risky considering  
9 the poor visibility after dark. I can tell you that Kia will have a  
10 law suit (or multiple suits) on their hands when this poor  
11 headlight situation is the cause of a serious accident!

12 80. On carproblemzoo.com, a 2021 Kia Telluride consumer posted the  
13 following:

14 I recently drove my new 2021 Telluride SX to my cabin in GA.  
15 And found a major issue with the headlights while driving  
16 through the backwoods. The visibility using the LED headlights  
17 and high beams are terrible and pose a danger. If you are driving  
18 downhill and the road goes up or turns you have zero visibility,  
19 it actually creates a line as in my picture. I brought it into my  
20 Kia dealer and they said corporate is aware of it but there is no  
21 fix as of yet so they adjusted them as best they could. This is  
22 extremely dangerous and people will die if they do not get a  
23 fix for this issue.

24 81. On carproblemzoo.com, a Hyundai Palisade consumer posted the  
25 following:

26 head lights -when driving in mountains (curves and going up  
27 and down hills) at night the head lights produced a shadow  
28 effect, which gave the impression it was on the windshield sight

1 line. This shadow effect varied from 1/3 to 2/3 of the windshield  
2 which caused a distorted view of the road ahead. There were 4  
3 adults in the car and all agreed that it was making the road  
4 dangerous to drive on. We had to slow down well below the  
5 actual speed limit which would cause cars coming around a  
6 curve behind us to quickly slow down or run into us. - took car  
7 to bronco motors in boise id and explained the headlight issue  
8 they told us that one other person had come in complaining  
9 about this same issue. Their mechanic told us that there is no  
10 way to adjust the headlights.

11 82. On carproblemzoo.com, a Hyundai Palisade consumer posted the  
12 following:

13 The low beam headlights are too bright causing vehicles in the  
14 opposite direction to flash their high beams thinking that my  
15 high beams are on. This is a safety factor as I am often blinded  
16 by other drivers who flash their high beams and in many cases  
17 keep their high beams on. I've visited Palisade chat rooms and  
18 have found that other drivers have the same complaint. I have  
19 contacted Hyundai headquarters and reported the problem and  
20 have taken it to dealers three times to have the low beams  
21 lowered. I have been told that the low beam adjustment is  
22 correct and nothing can be done to fix my problem. I believe  
23 this low beam problem is a design defect and should be  
24 corrected. My vehicle is available for examination if necessary.

25 83. On palisadeforums.org, a 2021 Hyundai Palisade consumer posted  
26 the following:

27 The headlights on the 2021 Palisade are very dangerous at  
28 night! You have a black blob on the road at all times and can

1 not see in the oncoming lane!

2 Very Dangerous and a law suit waiting to happen. Sad Hyundai

3 knows about this issue and has not changed their lighting!

4 **Defendants Had Superior and Exclusive Knowledge of the Headlight Defect**

5 84. Defendants had superior and exclusive knowledge of the Headlight  
6 Defect and knew or should have known that the defect was not known or  
7 reasonably discoverable by Plaintiff and Class Members before they purchased or  
8 leased the Class Vehicles.

9 85. Discovery will show that before Plaintiff purchased his Class Vehicle,  
10 and since at least 2019, Defendants knew about the Headlight Defect through  
11 sources not available to consumers, including pre-release testing data, early  
12 consumer complaints to Defendants and its dealers who are their agents for vehicle  
13 repairs, consumer complaints regarding earlier model years equipped with the  
14 same Headlight, testing conducted in response to those complaints, high failure  
15 rates and replacement part sales data, consumer complaints to NHTSA (which  
16 Defendants monitors), by developing TSBs in an effort to address the Headlight  
17 Defect, and through other aggregate data from Defendants dealers about the  
18 problem. TSBs are issued exclusively to Defendants' dealerships and service  
19 providers and are not disseminated to consumers, even if their vehicles receive  
20 services as outlined in the bulletins.

21 86. Defendants are experienced in the design and manufacture of  
22 consumer vehicles. As an experienced manufacturer, Defendants conducts tests,  
23 including pre-sale durability testing, on incoming components, including the  
24 Headlight and Headlight Assembly, to verify the parts are free from defect and  
25 align with Defendants' specifications. Thus, Defendants knew or should have  
26 known the Headlight was defective and prone to putting drivers in a dangerous  
27 position due to the inherent risks of the Headlight Defect.

28 87. Additionally, discovery will show that Defendants knew of the impact

1 of this defect from the sheer number of reports received from dealerships.  
2 Defendants' customer relations department, which interacts with individual  
3 dealerships to identify potential common defects, has received numerous reports  
4 regarding the defect, which led to the release of TSBs and dealer communications.  
5 Defendants' customer relations department also collects and analyzes field data  
6 including, but not limited to, repair requests made at dealerships, technical reports  
7 prepared by engineers who have reviewed vehicles for which warranty coverage  
8 is being requested, parts sales reports, and warranty claims data.

9 88. Defendants' warranty department similarly analyzes and collects data  
10 submitted by its dealerships to identify warranty trends in its vehicles. It is  
11 Defendants' policy that when a repair is made under warranty the dealership must  
12 provide Defendants with detailed documentation of the problem and a complete  
13 disclosure of the repairs employed to correct it. Dealerships have an incentive to  
14 provide detailed information to Defendants, because they will not be reimbursed  
15 for any repairs unless the justification for reimbursement is sufficiently detailed.

16 89. Well before the first Class Vehicle was sold, as early as March 2010,  
17 Defendants knew or should have known that the Headlights were defective in  
18 design and/or manufacture and that the Defect would adversely affect the  
19 drivability of the Class Vehicles and cause safety hazards, including collisions.  
20 Defendants first began using Headlight Assembly components that were  
21 vulnerable to improper moisture and humidity intrusion in its 2010 model year  
22 vehicles.<sup>10</sup>

23 90. Indeed, beginning in March 2010, Kia first issued TSB No. BOD055  
24 for all Kia models, ostensibly providing "Information for Headlamp Condensation  
25 and Moisture." The TSB advises that "Headlamp assembly replacement WILL  
26 NOT be necessary in most cases." However, it directs authorized dealership

27 \_\_\_\_\_  
28 <sup>10</sup> "Headlight Condensation TSB," March 12, 2010, available at: <https://www.kia-forums.com/threads/headlight-condensation-tsb.57749/> (last accessed November 14, 2022).

1 personnel to replace the headlamp assembly where there is improper “water  
2 intrusion.”

3 91. In January 2019, Kia began “a Product Improvement Campaign to  
4 adjust the headlamp aim” for certain Class Vehicles. This product improvement  
5 campaign was conducted “to more precisely focus the headlamps on the correct  
6 position on the roadway and reduce the glare from the headlamps to oncoming  
7 traffic.” The communication to “All Kia Dealer Principals” regarding the product  
8 improvement campaign states “The Insurance Institute for Highway Safety (IIHS)  
9 is a well-known organization that conducts supplemental testing to evaluate  
10 certain aspects of vehicle performance. As a result of such testing, Kia and IIHS  
11 have determined that improvements could be made to adjust the headlamp aim to  
12 improve the focus and reduce glare from the headlamps to oncoming traffic.” The  
13 campaign was updated in January 2020. Discovery will show that the problem  
14 persists despite this product improvement campaign and is a result of the Defect  
15 as described herein.

16 92. In April 2019, Kia issued a service action, TSB No. SA380, for  
17 “Telluride Headlamp Inspection.” The service action was issued to address  
18 “intermittent or inoperative Daytime Running Lamp (DRL) at the headlamps due  
19 to an internal connection fault.” The service action describes the headlight  
20 inspection procedure and states “Leave the DRLs on for twenty minutes. If one or  
21 both DRL(s) is/are not operating as designed, proceed to the Headlamp  
22 Replacement Procedure below.” Discovery will show that the problem persists  
23 despite headlight and headlight assembly replacement and is a result of the Defect  
24 as described herein.

25 93. In June 2021, Kia issued TSB No. ELE242, regarding “Headlamp  
26 Soft Connection Inspection.” The service action was issued to address  
27 “inoperative/intermittently inoperative. . . low/sub-low beam on Telluride.” The  
28 service action describes the headlight inspection procedure and states “If headlamp

1 does NOT operate normally (low beam or sub-low beam), replace the headlamp  
2 with a new part.” Discovery will show that the problem persists despite headlight  
3 and headlight assembly replacement and is a result of the Defect as described  
4 herein.

5 94. In September 2021, Kia issued a significantly revised TSB No.  
6 BOD055 (Rev 1) for certain Class Vehicles. The TSB was still titled “Information  
7 for Headlamp Condensation and Moisture.” Specifically, the TSB was issued to  
8 correct “failed headlamp assembly seals or gaskets,” resulting in excessive “water  
9 intrusion.” The TSB directs dealership personnel to “locate the area of failure and  
10 determine if it is repairable. In some cases, headlamp replacement will be  
11 necessary.” Discovery will show that the problem persists despite headlight and  
12 headlight assembly replacement and is a result of the Defect as described herein.

13 95. Similarly, in July 2017, Hyundai first issued a TSB for all Hyundai  
14 models, ostensibly providing “Information for Lamp Condensation.” TSB No. 17-  
15 BD-01 provided “information regarding headlamp and rear combination lamp  
16 condensation related to moisture accumulation in the lens assembly.” The TSB  
17 advises that, if moisture remains inside the headlight assembly after the directed  
18 drying procedures, “further repairs need to be performed on the lamp to address  
19 the condition.”

20 96. In July 2019, Hyundai superseded TSB No. 17-BD-01 with TSB No.  
21 19-BD-003H for certain Class Vehicles. The TSB was titled “Information for  
22 Headlamp and Rear Combination Lamp Condensation.” Specifically, the TSB was  
23 issued to correct headlight problems caused by “water leak[s].” The TSB stated  
24 that, “If water is collecting at the bottom of the headlamp assembly or the  
25 condensation remains after the headlamps have been on for 30 minutes or more,  
26 there may be a water leak in the assembly. The leak may be caused by a poor seal  
27 between the headlamp housing and lens, cracks in the headlamp assembly, or poor  
28 fitment. The condition should be diagnosed and repaired as necessary.” The only



1 repair procedure prescribed by the TSB for this condition was “replacement of the  
2 head lamp assembly.” Discovery will show that the problem persisted despite the  
3 advised repairs and TSB No. 20-BD-014H, issued in July 2020 for certain Class  
4 Vehicles, updated this TSB with additional service information, and is a result of  
5 the Defect as described herein.

6 97. Discovery will show that each TSB, product improvement campaign,  
7 and service action issued by Defendants was approved by managers, directors,  
8 and/or executives at Kia and Hyundai. Therefore, discovery will show that  
9 Defendants’ managers, directors, and/or executives knew, or should have known,  
10 about the Headlight Defect, but refused to disclose the Headlight Defect to  
11 prospective purchasers and owners, and/or actively concealed the Headlight  
12 Defect.

13 98. The existence of the Headlight Defect is a material fact that a  
14 reasonable consumer would consider when deciding whether to purchase or lease  
15 a Class Vehicle. Had Plaintiff and other Class Members known of the Headlight  
16 Defect, they would have paid less for the Class Vehicles or would not have  
17 purchased or leased them.

18 99. Reasonable consumers, like Plaintiff, expect that a vehicle’s  
19 Headlights are safe, will function in a manner that will not pose a safety risk and  
20 will illuminate the area in front of the vehicle adequately, and are free from  
21 defects. Plaintiff and Class Members further reasonably expect that Defendants  
22 will not sell or lease vehicles with known safety defects, such as the Headlight  
23 Defect, and will disclose any such defects to its consumers when it learns of them.  
24 They did not expect Defendants to conceal and fail to disclose the Headlight  
25 Defect to them, and to then continually deny its existence.

26 **Defendants Have Actively Concealed the Headlight Defect**

27 100. Despite their knowledge of the Headlight Defect in the Class  
28 Vehicles, Defendants actively concealed the existence and nature of the defect



1 from Plaintiff and Class Members. Specifically, Defendants failed to disclose or  
2 actively concealed at and after the time of purchase, lease, or repair:

3 (a) any and all known material defects or material nonconformity  
4 of the Class Vehicles, including the defects pertaining to the Headlights;

5 (b) that the Class Vehicles, including the Headlight, were not in  
6 good working order, were defective, and were not fit for their intended  
7 purposes; and

8 (c) that the Class Vehicles and their Headlights were defective,  
9 despite the fact that Defendants learned of such defects as early as 2019, if  
10 not earlier.

11 101. Discovery will show that when consumers present their Class  
12 Vehicles to an authorized Defendants' dealer for Headlight repairs, rather than  
13 repair the problem under warranty, Defendants' dealers either inform consumers  
14 that their vehicles are functioning properly or conduct repairs that merely mask  
15 the Headlight Defect such as attempting to reposition the lights even when the  
16 headlights are dim rather than out of position. This includes Kia's Product  
17 Improvement Campaign in 2019, which attempted to deflect from the root causes  
18 of the Defect, namely defective seals which allow moisture and condensation to  
19 intrude on the headlight assembly causing dim and failed headlights.

20 102. Defendants have caused Plaintiff and Class Members to expend  
21 money and/or time at their dealerships to diagnose, repair or replace the Class  
22 Vehicles' Headlights and/or related components, despite Defendants' knowledge  
23 of the Headlight Defect.

24 **Defendants Have Unjustly Retained a Substantial Benefit**

25 103. Discovery will show that Defendants unlawfully failed to disclose  
26 the alleged defect to induce Plaintiff and other putative Class Members to purchase  
27 or lease the Class Vehicles.

28 104. Plaintiff further alleges that Defendants thus engaged in deceptive

1 acts or practices pertaining to all transactions involving the Class Vehicles,  
2 including Plaintiff.

3 105. As discussed above, therefore, Plaintiff alleges that Defendants  
4 unlawfully induced his to purchase his Class Vehicle by concealing a material fact  
5 (the defective Headlight) and that he would have paid less for the Class Vehicle, or  
6 not purchased it at all, had he known of the defect.

7 106. Accordingly, Defendants' ill-gotten gains, benefits accrued in the  
8 form of increased sales and profits resulting from the material omissions that did -  
9 and likely will continue to - deceive consumers, should be disgorged.

10 **The Agency Relationship regarding the Vehicle Warranties Between**  
11 **Defendants HMA and KMA and their Authorized Dealers**

12 107. In order to sell vehicles to the general public, Defendants HMA and  
13 KMA enter into agreements with their networks of authorized dealerships to  
14 engage in retail sales with consumers such as Plaintiff while also advertising the  
15 warranties provided by HMA and KMA directly to consumers when they purchase  
16 a Kia or Hyundai-branded vehicle from the authorized dealership. These  
17 agreements specifically authorize the dealerships to act in HMA and KMA's stead  
18 to provide repairs under the warranties HMA and KMA provide directly to  
19 consumers. Accordingly, discovery will show, particularly the dealership  
20 agreements between Defendant HMA and KMA and third-party dealerships, that  
21 Defendants HMA and KMA have authorized these dealerships to be their agents  
22 for the purposes of warranty repairs, including diagnosis of whether warranty  
23 repairs are required, and as such, the consumers are third-party beneficiaries of  
24 these dealership agreements because they benefit from being able to purchase and  
25 receive warranty repairs locally. Discovery will show that because Plaintiff and  
26 members of the Class are third-party beneficiaries of the dealership agreement  
27 which create an implied warranty of merchantability of the goods being sold by  
28

1 these authorized dealerships, they may avail themselves of the implied warranty  
2 against Defendants. This is true because third-party beneficiaries to contracts  
3 between other parties that create an implied warranty of merchantability may avail  
4 themselves of the implied warranty. *See In re Toyota Motor Corp. Unintended*  
5 *Acceleration Mktg., Sales Practices, & Prod. Liab. Litig.*, 754 F. Supp. 2d 1145,  
6 1185 (C.D. Cal. 2010).

7 108. Further, Plaintiff and each of the members of the Class are the  
8 intended beneficiaries of the express and implied warranties which accompany  
9 each Class Vehicle. The dealers were not intended to be the ultimate consumers of  
10 the Class Vehicles, and they have no rights under the warranty agreements provided  
11 by HMA or KMA. These warranties were designed for and intended to benefit the  
12 consumers only. The consumers are the true intended beneficiaries of the express  
13 and implied warranties, and the consumers may therefore avail themselves of those  
14 warranties.

15 109. HMA and KMA issued the express warranty to Plaintiff and the Class  
16 members. HMA and KMA also developed and disseminated the owner's manuals  
17 and warranty booklets which direct consumers to take their vehicles to authorized  
18 dealerships for diagnosis and repair. HMA and KMA also developed and  
19 disseminated the advertisements such as vehicle brochures and television  
20 commercials, and other promotional materials relating to the Class Vehicles and  
21 promoting the terms of the warranties that they issue with the sale of each Class  
22 Vehicle. HMA and KMA are also responsible for the content of the Monroney  
23 Stickers on their vehicles. Because they issue the express warranties directly to the  
24 consumers, the consumers are in direct privity with HMA and KMA with respect  
25 to the warranties.

26 110. In promoting, selling, and repairing their defective vehicles,  
27 Defendants act through numerous authorized dealers who act as, and represent  
28 themselves to the public as exclusive Kia and Hyundai representatives and agents,

1 particularly for the purpose of providing repairs that are the responsibility of HMA  
2 and KMA to provide under their respective warranties. That the dealers act as  
3 Defendants' agents for this purpose is demonstrated by the following facts:

4 (a) The authorized dealerships complete all service and repair  
5 according to instructions disseminated directly to them by HMA and/or  
6 KMA, including service manuals, technical service bulletins ("TSBs"),  
7 technical tips ("TT"), and other documents drafted by HMC and/or KMC;

8 (b) Technicians at Defendants dealerships are required to go to at  
9 least yearly KMA and HMA-given trainings in order to remain certified to  
10 work on Kia and Hyundai-branded vehicles, at which they receive training  
11 on proprietary systems, which provides guided, step-by-step instructions on  
12 diagnosing and repairing Kia and Hyundai-branded vehicles;

13 (c) Consumers are able to receive services under Kia and  
14 Hyundai's issued New Vehicle Limited Warranties only at authorized  
15 dealerships, and they are able to receive these services because of the  
16 agreements between HMA and KMA and the authorized dealers. These  
17 agreements provide HMA and/or KMA with a significant amount of control  
18 over the actions of the authorized dealerships;

19 (d) The warranties provided by HMA and/or KMA for the  
20 defective vehicles direct consumers to take their vehicles to authorized  
21 dealerships for repairs or services; (e) HMA and KMA control the  
22 way in which their authorized dealers can respond to complaints and  
23 inquiries concerning defective vehicles, and the dealerships are able to  
24 perform repairs under warranty only with HMA or KMA's authorization;

25 (f) HMA and KMA have entered into agreements and  
26 understandings with their authorized dealers pursuant to which they  
27 authorize and exercise substantial control over the operations of their  
28 dealers and the dealers' interaction with the public, particularly the

1 advertising of the Class Vehicles, specifically the terms and conditions of  
2 the express warranties, as well as how consumers may avail themselves of  
3 the remedies under those express warranties; and

4 (g) HMA and KMA implemented their express and implied  
5 warranties as they relate to the defects alleged herein by instructing  
6 authorized Kia and Hyundai dealerships to address complaints of the Defect  
7 by prescribing and implementing the relevant TSBs cited herein.

8 111. Indeed, HMA's and KMA's warranty booklets make it abundantly  
9 clear that only their authorized dealerships are their agents for warranty service.  
10 The booklets, which are plainly written for the consumers, not the dealerships, tell  
11 consumers that to obtain warranty service, "You must take your Kia Vehicle, along  
12 with this manual, to an Authorized Kia Dealer in the United States during its  
13 normal service hours.," (Kia Warranty); and "[w]arranty service will be provided  
14 by an authorized Hyundai Dealership without charge for parts or labor." (Hyundai  
15 Warranty).

16 112. Accordingly, as the above paragraphs demonstrate, the authorized  
17 dealerships are agents of Defendants for the purposes of the warranties, which are  
18 direct contracts between HMA, KMA, and the purchasers of their branded vehicles.  
19 Plaintiff and each of the members of the Class have had sufficient direct dealings  
20 with either HMA, KMA, or their agent dealerships to establish privity of contract  
21 between HMA or KMA, on one hand, and Plaintiff and each of the members of the  
22 Class, on the other hand. This establishes privity with respect to the express and  
23 implied warranty between Plaintiff and Defendants. It also establishes that Plaintiff  
24 was dealing with Defendants through their authorized agent dealerships when they  
25 were given the New Vehicle Limited Warranty associated with their vehicles,  
26 without any ability to negotiate the terms of that Warranty.

27 **Defendants' Warranties were Unconscionable**

28 113. Plaintiff signed a contract for sale with Defendants' authorized

1 dealers, and with that sale, was presented with a separate Warranty as drafted by  
2 KMA and/or HMA. While Plaintiff has some ability to negotiate price of the  
3 vehicle, he has no ability to negotiate the terms of the Warranty. Plaintiff had no  
4 bargaining power with respect to the Warranty, was presented with it as a *fait*  
5 *accompli*, and had to accept it in the exact form in which it was presented to him,  
6 which occurred after the vehicle purchase transaction was completed. Plaintiff had  
7 no meaningful choice regarding any aspect of the Warranty or its terms, including  
8 durational limitations of time and mileage. The terms of the warranty unreasonably  
9 favored HMA or KMA over Plaintiff and the members of the Class; a gross  
10 disparity in bargaining power existed as between HMA and KMA and Class  
11 members; and HMA and KMA knew or should have known that the Headlight  
12 Defect would manifest in the Class Vehicles both before and after the Warranty,  
13 thereby rendering the time and mileage limitations insufficient, inadequate, and  
14 unconscionable.

15       114. HMA and KMA drafted the terms of the Warranty in part by using  
16 their exclusive, superior knowledge of the existence and likely manifestation of the  
17 Defect. Plaintiff and Class Members were entirely ignorant of the Defect when  
18 purchasing their Vehicles and when presented with the Warranty. Plaintiff's  
19 acceptance of the Warranty and its terms, including any disclaimers or durational  
20 limits, was neither knowing nor voluntary. HMA and KMA knew or should have  
21 known at the time of sale that the Class Vehicles were defective and would fail  
22 prematurely solely because of a defect in design, materials, and workmanship, to  
23 wit, the Headlight Defect. Plaintiff and Class Members, on the other hand, had no  
24 notice of or ability to detect the Defect prior to purchasing the Class Vehicles. For  
25 this reason, the terms of the Warranty unreasonably favored HMA and KMA over  
26 Plaintiff and Class Members, and Plaintiff's and Class Members' acceptance of the  
27 Warranty's durational limitations, to the extent they are found to apply so as to  
28 exclude instances where the Defect manifested outside of them, was neither

1 knowing nor voluntary, thereby rendering such limitation unconscionable and  
2 ineffective.

3 115. Defendants' exclusive superior knowledge of the existence of the  
4 Defect and when it would manifest influenced its analysis of the Defect and  
5 whether it should pay for a recall (*i.e.*, if a defect is more likely to manifest within  
6 the durational limits, a recall is only fractionally more expensive than warranty  
7 repairs; if it is more likely to manifest outside those limits, a recall is exponentially  
8 more expensive than warranty repairs.)

9 116. Plaintiff was also not aware and could not have been aware that HMA  
10 and KMA would willfully not inform him of the Defect which affects the safety of  
11 their vehicles and that the Defect could manifest outside of the durational limit of  
12 the Warranty, despite Defendants' knowledge of this. *See Carlson v. Gen. Motors*  
13 *Corp.*, 883 F.2d 287 (4th Cir. 1989), cert. denied, 495 U.S. 904 (1990) (““proof  
14 that GM knew of and failed to disclose major, inherent product defects would  
15 obviously suggest that its imposition of the challenged ‘durational limitations’ on  
16 implied warranties constituted ‘overreaching,’ and that the disclaimers themselves  
17 were therefore ‘unconscionable.’”)

### 18 **TOLLING OF THE STATUTES OF LIMITATIONS**

19 117. Any applicable statute of limitations has been tolled by Defendants'  
20 knowing and active concealment of the Headlight Defect and misrepresentations  
21 and omissions alleged herein. Through no fault or lack of diligence, Plaintiff and  
22 members of the Class were deceived regarding the Class Vehicles and could not  
23 reasonably discover the Defect or Defendants' deception with respect to the Defect.  
24 Defendants and its agents continue to deny the existence and extent of the Defect,  
25 even when questioned by Plaintiff and members of the Class.

26 118. Plaintiff and members of the Class did not discover and did not know  
27 of any facts that would have caused a reasonable person to suspect that Defendants  
28 were concealing a defect and/or the Class Vehicles contained the Headlight Defect



1 and the corresponding safety risk. As alleged herein, the existence of the Headlight  
2 Defect was material to Plaintiff and members of the Class at all relevant times.  
3 Within the time period of any applicable statutes of limitations, Plaintiff and  
4 members of the Class could not have discovered through the exercise of reasonable  
5 diligence the existence of the Defect or that the Defendants were concealing the  
6 Defect.

7 119. At all times, Defendants are and were under a continuous duty to  
8 disclose to Plaintiff and members of the Class the true standard, quality, and grade  
9 of the Class Vehicles and to disclose the Headlight Defect and corresponding safety  
10 risk due to their exclusive and superior knowledge of the existence and extent of  
11 the Headlight in Class Vehicles.

12 120. Defendants knowingly, actively, and affirmatively concealed the  
13 facts alleged herein. Plaintiff and members of the Class reasonably relied on  
14 Defendants' knowing, active, and affirmative concealment.

15 121. For these reasons, all applicable statutes of limitation have been tolled  
16 based on the discovery rule and Defendants' fraudulent concealment, and  
17 Defendants are estopped from relying on any statutes of limitations in defense of  
18 this action.

### 19 CLASS ACTION ALLEGATIONS

20 122. Plaintiff brings this lawsuit as a class action on behalf of himself and  
21 all others similarly situated as members of the proposed Class pursuant to Federal  
22 Rules of Civil Procedure 23(a) and 23(b)(3). This action satisfies the numerosity,  
23 commonality, typicality, adequacy, predominance, and superiority requirements  
24 of those provisions.

25 123. The Class and Sub-Classes are defined as:

26  
27 **Class:** All persons and entities in the United States who  
28 purchased or leased a Class Vehicle (the "Nationwide  
Class" or "Class").

1           **California Sub-Class:** All persons and entities who  
2           purchased or leased a Class Vehicle in the State of  
3           California.

4           **CLRA Sub-Class:** All members of the California Sub-  
5           Class who are “consumers” within the meaning of  
6           California Civil Code § 1761(d).

7           124. Excluded from the Class and Sub-Classes are: (1) Defendants, any  
8           entity or division in which Defendants have a controlling interest, and their legal  
9           representatives, officers, directors, assigns, and successors; (2) the Judge to whom  
10          this case is assigned and the Judge’s staff; (3) any Judge sitting in the presiding  
11          state and/or federal court system who may hear an appeal of any judgment entered;  
12          and (4) those persons who have suffered personal injuries as a result of the facts  
13          alleged herein. Plaintiff reserves the right to amend the Class and Sub-Class  
14          definitions if discovery and further investigation reveal that the Class and Sub-  
15          Classes should be expanded or otherwise modified.

16          125. Numerosity: Although the exact number of Class Members is  
17          uncertain, and can only be ascertained through appropriate discovery, the number  
18          is significant enough such that joinder is impracticable. The disposition of the  
19          claims of these Class Members in a single action will provide substantial benefits  
20          to all parties and to the Court. The Class Members are readily identifiable from  
21          information and records in Defendants’ possession, custody, or control, as well as  
22          from records kept by the Department of Motor Vehicles.

23          126. Typicality: Plaintiff’s claims are typical of the claims of the Class in  
24          that Plaintiff, like all Class Members, purchased or leased a Class Vehicle  
25          designed, manufactured, and distributed by Defendants. The representative  
26          Plaintiff, like all Class Members, has been damaged by Defendants’ misconduct  
27          in that they have incurred or will incur the cost of repairing or replacing the  
28          defective Headlight and/or its components. Furthermore, the factual bases of  
29          Defendants’ misconduct are common to all Class Members and represent a  
30          common thread resulting in injury to the Class.

1           127. Commonality: There are numerous questions of law and fact  
2 common to Plaintiff and the Class that predominate over any question affecting  
3 Class Members individually. These common legal and factual issues include the  
4 following:

5           (a) Whether Class Vehicles suffer from defects relating to the  
6 Headlight;

7           (b) Whether the defects relating to the Headlight constitute an  
8 unreasonable safety risk;

9           (c) Whether Defendants knew about the defects pertaining to the  
10 Headlight and, if so, how long Defendants have known of the defect;

11           (d) Whether the defective nature of the Headlight constitutes a  
12 material fact;

13           (e) Whether Defendants have had an ongoing duty to disclose the  
14 defective nature of the Headlight to Plaintiff and Class Members;

15           (f) Whether Plaintiff and the other Class Members are entitled to  
16 equitable relief, including a preliminary and/or a permanent  
17 injunction;

18           (g) Whether Defendants knew or reasonably should have known of  
19 the defects pertaining to the Headlight before they sold and leased  
20 Class Vehicles to Class Members;

21           (h) Whether Defendants should be declared financially responsible  
22 for notifying the Class Members of problems with the Class Vehicles  
23 and for the costs and expenses of repairing and replacing the  
24 defective Headlight and/or its components;

25           (i) Whether Defendants are obligated to inform Class Members of  
26 their right to seek reimbursement for having paid to diagnose, repair,  
27 or replace their defective Headlight and/or its components;

28           (j) Whether Defendants breached the implied warranty of

- 1 merchantability pursuant to the Magnuson-Moss Warranty Act;
- 2 (k) Whether Defendants breached the implied warranty of
- 3 merchantability under California law;
- 4 (l) Whether Defendants breached their express warranties under
- 5 California Law; and
- 6 (m) Whether Defendants breached express warranties pursuant to the
- 7 Magnuson-Moss Warranty Act.

8 128. Adequate Representation: Plaintiff will fairly and adequately protect  
9 the interests of the Class Members. Plaintiff has retained attorneys experienced in  
10 the prosecution of class actions, including consumer and product defect class  
11 actions, and Plaintiff intends to vigorously prosecute this action.

12 129. Predominance and Superiority: Plaintiff and Class Members have all  
13 suffered, and will continue to suffer, harm and damages as a result of Defendants’  
14 unlawful and wrongful conduct. A class action is superior to other available  
15 methods for the fair and efficient adjudication of the controversy. Absent a class  
16 action, most Class Members would likely find the cost of litigating their claims  
17 prohibitively high and would therefore have no effective remedy. Because of the  
18 relatively small size of the individual Class Members’ claims, it is likely that only  
19 a few Class Members could afford to seek legal redress for Defendants’  
20 misconduct. Absent a class action, Class Members will continue to incur damages,  
21 and Defendants’ misconduct will continue unabated without remedy or relief.  
22 Class treatment of common questions of law and fact would also be a superior  
23 method to multiple individual actions or piecemeal litigation in that it will  
24 conserve the resources of the courts and the litigants and promote consistency and  
25 efficiency of adjudication.

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**FIRST CAUSE OF ACTION**

**Violation of California’s Consumers Legal Remedies Act (“CLRA”),**

**Cal Civ. Code § 1750, *et seq.***

**(On behalf of the CLRA Sub-Class)**

130. Plaintiff incorporates by reference each allegation set forth above.

131. Plaintiff brings this cause of action individually and on behalf of the members of the CLRA Sub-Class.

132. Defendants are a “person” as defined by the CLRA. Cal. Civ. Code § 1761(c).

133. Plaintiff and CLRA Sub-Class Members are “consumers” within the meaning of the CLRA. Cal. Civ. Code § 1761(d).

134. The purchase and leases of Class Vehicles by Plaintiff and the CLRA Sub-Class Members constitute “transactions” as defined by the CLRA. Cal. Civ. Code § 1761(e).

135. The Class Vehicles constitute “goods” or “services” as defined by the CLRA. Cal. Civ. Code § 1761(a) and (b).

136. Plaintiff and the CLRA Sub-Class Members purchased or leased the Class Vehicles primarily for personal, family, and household purposes as meant by the CLRA. Cal. Civ. Code § 1761(d).

137. Defendants’ representations, active concealments, omissions, and failures to disclose regarding the Class Vehicles violated the CLRA in the following ways:

138. Defendants misrepresented the Class Vehicles had characteristics, uses, or benefits Class Vehicles did not in fact have (Cal. Civ. Code § 1770(a)(5));

139. Defendants misrepresented that the Class Vehicles were of a particular standard, quality, or grade when they were of another (Cal. Civ. Code § 1770(a)(7));

140. Defendants advertised the Class Vehicles with the intent not to

1 sell/lease them as advertised (Cal. Civ. Code § 1770(a)(9));

2 141. Defendants misrepresented that the Class Vehicles and the warranties  
3 conferred or involved rights, remedies, or obligations that they did not (Cal. Civ.  
4 Code§ 1770(a)(14)); and

5 142. Defendants misrepresented that the Class Vehicles were supplied in  
6 accordance with previous representations when they were not (Cal. Civ. Code  
7 § 1770(a)(16)).

8 143. Defendants repeatedly engaged in these unfair and deceptive acts or  
9 practices in the course of its trade or business. These acts or practices were  
10 material, capable of deceiving a substantial portion of the purchasing public, and  
11 caused economic harm to purchasers and lessees of the Class Vehicles, including  
12 the Plaintiff.

13 144. By 2019, and well before the sale or lease of Class Vehicles,  
14 Defendants knew or should have known about the Headlight Defect affecting the  
15 Class Vehicles. Defendants further knew or should have known that the Class  
16 vehicles were defectively designed or manufactured, that, as a result of this defect,  
17 it was not suitable for its intended use.

18 145. Defendants had exclusive knowledge of material facts concerning the  
19 existence of the Headlight Defect in the Class Vehicles, and actively concealed  
20 that defect from consumers. It did so by denying the existence of a defect to  
21 consumers—such as Plaintiff—who contacted Defendants about the failures of  
22 their Headlights. Defendants also concealed the Headlight Defect by failing to  
23 provide an effective and permanent remedy to all of the Class Vehicles.

24 146. Defendants were under a duty to Plaintiff and the CLRA Sub-Class  
25 Members to disclose the defective nature of the Headlights, as well as the  
26 associated costs that would have to be repeatedly expended in order to temporarily  
27 address the failures caused by the Headlight Defect, because:

28 147. Defendants were in a superior position to know the true state of facts

1 about the Headlight Defect in the Class Vehicles;

2 148. Plaintiff and the CLRA Sub-Class Members could not reasonably  
3 have been expected to learn or discover that the Class Vehicles suffered from the  
4 Headlight Defect until, at the earliest, the manifestation of the Headlight Defect;  
5 and

6 149. Defendants knew that Plaintiff and CLRA Sub-Class Members could  
7 not reasonably have been expected to learn or discover the Headlight Defect prior  
8 to its manifestation.

9 150. In failing to disclose the defective nature of the Class Vehicles,  
10 Defendants knowingly and intentionally concealed material facts and breached its  
11 duty not to do so.

12 151. The facts concealed or not disclosed by Defendants to Plaintiff and  
13 the CLRA Sub-Class Members are material in that a reasonable consumer would  
14 have considered them to be important in deciding whether or not to purchase or  
15 lease a Class Vehicle. Moreover, a reasonable consumer would consider the  
16 Headlight Defect to be an undesirable quality, as Plaintiff and the CLRA Sub-  
17 Class Members did. Had Plaintiff and other Class Members known that the Class  
18 Vehicles had the Headlight Defect, they would not have purchased or leased a  
19 Class Vehicle or would have paid less for it.

20 152. Plaintiff and the CLRA Sub-Class Members are reasonable  
21 consumers who did not expect their Class Vehicles to contain defective headlights.  
22 It is a reasonable and objective consumer expectation for consumers to expect that  
23 the light output from the headlamp assembly is sufficient, does not dim and/or  
24 become progressively dimmer over time; that the high beams do not fail to  
25 illuminate entirely, that the headlights are not and/or do not become improperly  
26 aimed and fail to properly illuminate ahead of the vehicle, and that the headlights  
27 are not and/or do not become extremely fogged and unfocused.

28 153. As a result of Defendants' misconduct, Plaintiff and CLRA Sub-Class



1 Members have been harmed in that the Class Vehicles contain defective headlights  
2 and do not seal out moisture and humidity to a sufficient degree and/or contain  
3 defective seals which allow moisture and condensation to intrude on the headlight  
4 assembly. As a result, the light output from the headlamp assembly is dim and/or  
5 becomes progressively dimmer over time; the high beams fail to illuminate  
6 entirely (often without warning), the headlights are and/or become improperly  
7 aimed and fail to properly illuminate ahead of the vehicle, and the headlights are  
8 and/or become extremely fogged and unfocused—all of which create a grave risk  
9 of serious injury to person and property and cause Class Members to spend money  
10 to attempt to remedy the Headlight Defect.

11 154. As a direct and proximate result of Defendants' unfair or deceptive  
12 acts or practices, Plaintiff and the CLRA Sub-Class Members have suffered and  
13 will continue to suffer harm in that they have a Vehicle with defective headlights  
14 and they have experienced and may continue to experience their Class Vehicles'  
15 light output from the headlamp assembly is dim and/or becomes progressively  
16 dimmer over time; the high beams fail to illuminate entirely (often without  
17 warning), the headlights are and/or become improperly aimed and fail to properly  
18 illuminate ahead of the vehicle, and the headlights are and/or become extremely  
19 fogged and unfocused, for which Defendants have refused to provide an effective  
20 and permanent fix.

21 155. Plaintiff and the CLRA Sub-Class Members seek an order enjoining  
22 Defendants' unfair or deceptive acts or practices and equitable relief under Cal.  
23 Civ. Code § 1780(e), and any other just and proper relief available under the  
24 CLRA.

25 156. In accordance with section 1782(a) of the CLRA, Plaintiff's counsel  
26 has served Defendants with notice of its alleged violations of Cal. Civ. Code §  
27 1770(a) relating to the Class Vehicles purchased by Plaintiff and the CLRA Sub-  
28 Class Members and demanded that Defendants, within thirty (30) days of such

1 notice, correct or agree to correct the actions described therein and agree to  
2 reimburse associated out-of-pocket costs. If Defendants fail to provide appropriate  
3 relief for its violations of the CLRA within 30 days, Plaintiff will seek monetary,  
4 compensatory, and punitive damages, in addition to the injunctive and equitable  
5 relief Plaintiff seeks now.

6 **SECOND CAUSE OF ACTION**

7 **Violation of California’s Unfair Competition Law,**

8 **Cal. Bus. & Prof. Code § 17200, *et seq.***

9 **(On behalf of the California Sub-Class)**

10 157. Plaintiff incorporates by reference each allegation set forth above.

11 158. Plaintiff brings this cause of action individually and on behalf of the  
12 members of the California Sub-Class.

13 159. California Business & Professions Code § 17200 prohibits “unfair  
14 competition” including any “unlawful, unfair, or fraudulent business practice” and  
15 “unfair, deceptive, untrue or misleading advertising.” Defendants engaged in  
16 conduct that violated each of this statute’s three prongs.

17 160. Defendants committed an unlawful business act or practice in  
18 violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, by systematically breaching  
19 its warranty obligations and by violating the CLRA and the Song-Beverly  
20 Consumer Warranty Act as alleged above and below.

21 161. Defendants committed unfair business acts and practices in violation  
22 of Cal. Bus. & Prof. Code § 17200, *et seq.*, because the acts and practices described  
23 herein, including but not limited to Defendants’ failure to provide a permanent  
24 remedy to fix the Headlight Defect, where immoral, unethical, oppressive,  
25 unscrupulous, unconscionable, and/or substantially injurious to Plaintiff and Class  
26 Members. Defendants’ acts and practices were additionally unfair because the  
27 harm to Plaintiff and Class Members is substantial and is not outweighed by any  
28 countervailing benefits to consumers or competition. Further, Defendants’ acts

1 and practices were unfair in that they were contrary to legislatively declared or  
2 public policy.

3 162. Defendants committed fraudulent business acts and practices in  
4 violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, when it concealed the  
5 existence and nature of the Headlight Defect, while representing in its marketing,  
6 advertising, and other broadly disseminated representations that the Class  
7 Vehicles were high quality and functional when, in fact, the Headlight Defect  
8 creates a significant and material safety hazard and inhibits the quality and  
9 functionality of the Class Vehicles. Defendants' representations, omissions, and  
10 active concealments about the Headlight Defect are likely to mislead the public  
11 with regard to the true defective nature of Class Vehicles.

12 163. Defendants' unfair or deceptive acts or practices occurred repeatedly  
13 in the course of Defendants' trade or business, and were likely to mislead a  
14 substantial portion of the purchasing public.

15 164. Plaintiff relied on Defendants' material representations and  
16 nondisclosures and would not have purchased/leased, or would have paid less for,  
17 the Class Vehicles had he known the truth.

18 165. As a direct and proximate result of Defendants' unfair, unlawful, and  
19 deceptive practices, Plaintiff has lost money.

20 166. Plaintiff would consider purchasing or leasing similar Defendants'  
21 vehicles in the future if Plaintiff could rely on Defendants' representations  
22 regarding the vehicles.

23 167. Plaintiff and Class Members seek an order enjoining Defendants'  
24 from committing such unlawful, unfair, and fraudulent business practices, and  
25 seek restitution pursuant to Cal. Bus. & Prof. Code § 17203.

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**THIRD CAUSE OF ACTION**

**California Breach of Express Warranty**

**(On behalf of the California Sub-Class)**

168. Plaintiff incorporates by reference each allegation set forth above.

169. Plaintiff brings this cause of action individually and on behalf of California Class Members.

170. Defendants provided all purchasers and lessees of the Class Vehicles with the express warranty described herein, which became a material part of the bargain.

171. Defendants' provided all purchasers and lessees of Hyundai or Hyundai-branded Class Vehicles with the Hyundai Warranty and all purchasers and lessees of Kia or Kia-branded Class Vehicles with the Kia Warranty.

172. Kia sold and leased the Class Vehicles with a written express warranty covering the Vehicles for six years or 60,000 miles, whichever comes first.

173. Hyundai sold and leased the Class Vehicles with a written express warranty covering the Vehicles for five years or 60,000 miles, whichever comes first.

174. Both the Hyundai Warranty and the Kia Warranty purport to cover the headlights.

175. Defendants manufactured and/or installed the headlights and the headlights' component parts in the Class Vehicles, and the headlights and their component parts are covered by the express Warranties.

176. The Headlight Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Plaintiff and the California Sub-Class Members.

177. As described herein, the Class Vehicles were manufactured with defective material and such defect existed at the time the Vehicles left the

1 manufacturing plant. Plaintiff and Class Members submitted their Vehicles for  
2 warranty repairs as referenced herein. Defendants failed to comply with the terms  
3 of the express written warranty provided to each Class member, by failing and/or  
4 refusing to repair the subject materials defect under the Vehicle's warranty as  
5 described herein.

6 178. Plaintiff and the California Sub-Class Members relied on Defendants'  
7 express warranties, which were a material part of the bargain, when purchasing or  
8 leasing their Class Vehicles.

9 179. Under the express Warranties, Defendants were obligated to correct  
10 the Headlight Defect in the vehicles owned or leased by Plaintiff and the California  
11 Sub-Class Members.

12 180. Although Defendants was obligated to correct the Headlight Defect,  
13 none of the attempted fixes to the headlights are adequate under the terms of the  
14 Warranties, as they did not cure the defect.

15 181. Defendants breached the express Warranties by performing illusory  
16 repairs. Rather than repairing the vehicles pursuant to the express Warranties,  
17 Defendants falsely informed California Sub-Class Members that there was no  
18 problem with their Class Vehicles and/or replaced defective components in the  
19 headlight/headlight assemblies with equally defective components, without  
20 actually repairing the Class Vehicles.

21 182. Defendants and their agent dealers have failed and refused to conform  
22 the headlights to the express Warranties. Defendants' conduct, as discussed  
23 throughout this Complaint, has voided any attempt on their part to disclaim  
24 liability for its actions.

25 183. Moreover, Defendants' attempt to disclaim or limit these express  
26 Warranties vis-à-vis consumers is unconscionable and unenforceable under the  
27 circumstances here. Specifically, Defendants' warranty limitation is  
28 unenforceable because they knowingly sold a defective product without informing

1 consumers about the defect.

2 184. The time limits contained in Defendants' warranty periods were also  
3 unconscionable and inadequate to protect Plaintiff and the California Sub-Class  
4 Members. Among other things, Plaintiff and the California Sub-Class Members  
5 had no meaningful choice in determining these time limitations, the terms of which  
6 unreasonably favored Defendants. A gross disparity in bargaining power existed  
7 between Defendants and the Class members, and Defendants knew or should have  
8 known that the Class Vehicles were defective at the time of sale.

9 185. Plaintiff and the California Sub-Class Members have complied with  
10 all obligations under the Warranties, or otherwise have been excused from  
11 performance of said obligations as a result of Defendants' conduct described  
12 herein.

13 186. Plaintiff and the California Sub-Class Members were not required to  
14 notify Defendants of the breach because affording Defendants a reasonable  
15 opportunity to cure their breach of written warranty would have been futile.  
16 Defendants was also on notice of the Headlight Defect from the complaints and  
17 service requests it received from Plaintiff and the Class Members, from repairs  
18 and/or replacements of the headlights or components thereof, and through other  
19 internal and external sources.

20 187. Because Defendants, through their conduct and exemplified by their  
21 own service bulletins, have covered repairs of the Headlight Defect if Defendants  
22 determine the repairs are appropriately covered under the Warranties, Defendants  
23 cannot now deny that the Warranties cover the Headlight Defect.

24 188. Because Defendants have not been able remedy the Headlight Defect,  
25 any limitation on remedies included in the Warranties causes the Warranties to fail  
26 their essential purposes, rendering them null and void.

27 189. As a direct and proximate cause of Defendants' breach, Plaintiff and  
28 the California Sub-Class Members suffered damages and continue to suffer

1 damages, including economic damages at the point of sale or lease and diminution  
2 of value of their Class Vehicles. Additionally, Plaintiff and the California Sub-  
3 Class Members have incurred or will incur economic damages at the point of repair  
4 in the form of the cost of repair.

5 190. As a direct and proximate result of Defendants’ breach of express  
6 warranties, Plaintiff and the California Sub-Class Members have been damaged in  
7 an amount to be determined at trial.

8 191. Defendants’ acts in failing and/or refusing to repair the materials  
9 defect during the warranty period so as to bring the Vehicles into conformity with  
10 the express warranties, deprived Plaintiff and members of the Class of their rights  
11 guaranteed them under the express warranties offered by Defendants.

12 192. As a direct and proximate result of the willful failure of Defendants  
13 to comply with their obligations under the express warranties, Plaintiff and  
14 members of the Class have suffered actual and consequential damages. Such  
15 damages include, but are not limited to, the cost of repairing the Vehicles, the loss  
16 of the use and enjoyment of the subject Vehicle, and a diminution in the value of  
17 the Vehicle containing the materials defects identified herein. The precise amount  
18 of these damages is unknown at the present time but is in excess of the  
19 jurisdictional limits of this Court.

20 **FOURTH CAUSE OF ACTION**

21 **Breach of Implied Warranty**

22 **Under the Song-Beverly Consumer Warranty Act**

23 **Cal. Civ. Code §§ 1790, *et seq.***

24 **(On behalf of the California Sub-Class)**

25 193. Plaintiff incorporates by reference each allegation set forth above.

26 194. Plaintiff brings this cause of action individually and on behalf of  
27 California Class Members.

28 195. Defendants’ Class Vehicles are “consumer goods” within the



1 meaning of Cal. Civ. Code § 1791(a).

2 196. Defendants are manufacturers within the meaning of Cal. Civ.  
3 Code § 1791(j).

4 197. Plaintiff and Class Members who purchased or leased their Class  
5 Vehicles within the State of California are “buyers” and “lessees” within the  
6 meaning of Cal. Civ. Code §§ 1791(b) and (h).

7 198. Defendants impliedly warranted to Plaintiff and Class Members that  
8 their Vehicles were “merchantable” within the meaning of Cal. Civ. Code  
9 §§ 1791(a) and 1792.

10 199. Defendants impliedly warranted to Plaintiff and Class Members that  
11 they would repair or replace any defective products, including the headlights.

12 200. The propensity of the Headlight Defect to not seal out moisture and  
13 humidity to a sufficient degree and/or contain defective seals which allow  
14 moisture and condensation to intrude on the headlight assembly, causing the light  
15 output from the headlamp assembly to be dim and/or become progressively  
16 dimmer over time; the high beams to fail to illuminate entirely (often without  
17 warning), the headlights to become improperly aimed and fail to properly  
18 illuminate ahead of the vehicle, and the headlights to become extremely fogged  
19 and un-focus renders the Class Vehicles to not be of the quality that a buyer or  
20 lessee would reasonably expect, and therefore not merchantable.

21 201. The Headlight Defect is latent and was present at the time of the  
22 sale/lease of Class Vehicles, and therefore the Vehicles were not merchantable at  
23 the time of sale/lease.

24 202. The Class Vehicles do not conform to the promises and affirmations  
25 of fact made by Defendants in their promotional materials and vehicle owner  
26 manuals in that the Headlight Defect creates a safety hazard contrary to  
27 Defendants’ assurances.

28 203. In violation of Cal. Civ. Code § 1791(a), Defendants breached their

1 implied warranty by selling/leasing defective Class Vehicles and refusing to  
2 permanently replace and/or repair the defective rear subframes.

3 204. The Headlight Defect has deprived Plaintiff and Class Members of  
4 the benefit of their bargain, and has caused the Class Vehicles to depreciate in  
5 value.

6 205. Any attempt by Defendants to limit or disclaim the implied warranties  
7 in a manner that would exclude coverage of the Headlight Defect is unenforceable  
8 and void pursuant to Cal. Civ. Code §§ 1790.1, 1792.3, and 1793.

9 206. As a result of Defendants' breach of its implied warranties, Plaintiff  
10 and Class Members have been damaged in an amount to be proven at trial and are  
11 entitled to incidental, consequential, and other damages and other legal and  
12 equitable relief, as well as costs and attorneys' fees, pursuant to Cal. Civ.  
13 Code §§ 1794 and 1795.4.

14 **FIFTH CAUSE OF ACTION**

15 **California Breach of Implied Warranty**

16 **(On behalf of the California Sub-Class)**

17 207. Plaintiff incorporates by reference each allegation set forth above.

18 208. Plaintiff brings this cause of action individually and on behalf of  
19 California Class Members.

20 209. The Class Vehicles are and were at all relevant times "goods" within  
21 the meaning of, *inter alia*, Cal. Com. Code §§ 2105(1) and 10103(a)(8).

22 210. Defendants are and were at all relevant times a "merchant" with  
23 respect to the Class Vehicles, under, *inter alia*, Cal. Com. Code §§ 2104(1) and  
24 10103(c), and a "seller" of the Class Vehicles, under § 2103(1)(d); and, with  
25 respect to leases, is and was at all relevant time a "lessor" of the Class Vehicles,  
26 under, *inter alia*, Cal. Com. Code § 10103(a)(16).

27 211. Plaintiff and Class Members are "buyers" or "lessees" within the  
28 meaning of, *inter alia*, Cal. Com. Code §§ 2103(a) and 10103(a)(14).

1           212. When they sold or leased their Class Vehicles, Defendants extended  
2 an implied warranty to Class Members that the Class Vehicles were merchantable  
3 and fit for the ordinary purpose for which they were sold or leased, pursuant to  
4 Cal. Com. Code §§ 2314, 10212, and 10214.

5           213. Because Plaintiff and the California Sub-Class Members purchased  
6 their vehicles from authorized Hyundai or Kia dealerships, they are in privity with  
7 Defendants. Plaintiff and the California Sub-Class Members have had sufficient  
8 direct dealings with Defendants and their agents for the purposes of fulfilling their  
9 responsibilities under the express warranty (dealerships and customer support  
10 personnel) to establish privity of contract between Defendants, on one hand, and  
11 Plaintiff and the California Sub-Class Members, on the other hand. Furthermore,  
12 Defendants provided warranties directly to Plaintiff and the California Sub-Class  
13 Members, and Plaintiff and the California Sub-Class Members are the intended  
14 beneficiaries of Defendants' express and implied warranties. The dealers were not  
15 intended to be the ultimate consumers of their vehicles and have no rights under  
16 the warranty agreements provided with provided with the Class Vehicles; the  
17 warranty agreements were designed for and intended to benefit the consumer only.

18           214. Nonetheless, privity is not required here because Plaintiff and the  
19 California Sub-Class Members are the intended third-party beneficiaries of  
20 contracts between Defendants and their dealerships. These contracts give the  
21 dealerships the right to sell Defendants' branded vehicles, as well as service and  
22 perform warranty repairs on Defendants' behalf. Plaintiff and the California Sub-  
23 Class Members are the beneficiaries of these contracts, because they are the  
24 intended end-consumers and users of the products Defendants distributes to its  
25 authorized dealerships. Plaintiff and the California Sub-Class Members also have  
26 the right to receive service and warranty work at dealerships located more  
27 conveniently to them than Defendants' headquarters.

28           215. Plaintiff and other Class Members who purchased or leased a Class

1 Vehicle directly from Defendants are entitled to the benefit of their bargain: a  
2 Vehicle with non-defective headlights.

3 216. Defendants breached this implied warranty in that their Class  
4 Vehicles are (1) not fit for ordinary use, and (2) not of a merchantable quality.

5 217. The Headlight Defect is latent and was present at the time of the  
6 sale/lease, and therefore the Vehicles were not merchantable at the time of the  
7 sale/lease.

8 218. Had the Headlight Defect that existed at the time of sale/lease been  
9 known, the Class Vehicles would not have been sold or leased or would not have  
10 been sold or leased at the same price for which Class Members paid.

11 219. As a direct and proximate result of Defendants' breach of the implied  
12 warranty of merchantability, Plaintiff and Class Members have been damaged in  
13 an amount to be proven at trial.

14 **SIXTH CAUSE OF ACTION**

15 **(Breach of Express Warranty under the Magnuson-Moss Warranty Act,**  
16 **15 U.S.C. § 2303 *et seq.*)**

17 **(On Behalf of the Nationwide Class, or, in the Alternative, on Behalf of All**  
18 **Sub-Classes Against Defendants)**

19 220. Plaintiff incorporates by reference each allegation set forth above.

20 221. Plaintiff brings this cause of action on behalf of himself and on behalf  
21 of the Class against Defendants.

22 222. Defendants provided all purchasers and lessees of the Class Vehicles  
23 with an express warranty described *infra*, which became a material part of the  
24 bargain.

25 223. The Headlight assembly and its component parts were manufactured  
26 and/or installed in the Class Vehicles by Defendants and are covered by the  
27 express warranty.

28 224. In a section entitled "New Vehicle Limited Warranty," Kia's express

1 warranty provides, in relevant part, that Kia “warrants that it will arrange for an  
2 Authorized Kia dealer at locations of its choice to provide for the repair of your  
3 vehicle if it fails to function properly during normal use.” The warranty further  
4 provides that “Authorized service facilities will remedy such failures to function  
5 properly at Kia’s expense[.]” (Kia Warranty).

6 225. In a section entitled “New Vehicle Limited Warranty,” Hyundai’s  
7 express warranty provides, in relevant part, that Hyundai covers “repair or  
8 replacement of any component originally manufactured or installed by Hyundai  
9 Motor Company, Hyundai Motor Group, Hyundai Motor Manufacturing Alabama,  
10 Kia Manufacturing Mexico, Kia Motors Manufacturing Georgia or Hyundai  
11 Motor America that is found to be defective in material or workmanship, under  
12 normal use and maintenance[.]” The warranty further provides that “Warranty  
13 service will be provided by an authorized Hyundai dealership without charge for  
14 parts or labor.” (Hyundai Warranty).

15 226. Defendants breached the express warranties by selling and leasing  
16 Class Vehicles with Headlights that were defective, requiring repair or  
17 replacement within the warranty period, and refusing to honor the express  
18 warranty by repairing or replacing, free of charge, the Headlight and its component  
19 parts. Defendants have failed to “repair” the defects as alleged herein.

20 227. Plaintiff was not required to notify Defendants of the breach or was  
21 not required to do so because affording Defendants a reasonable opportunity to  
22 cure its breach of written warranty would have been futile. Defendants were also  
23 on notice of the defect from complaints and service requests they received from  
24 Class Members, from repairs and/or replacements of the Headlight, and from other  
25 internal sources.

26 228. Plaintiff also provided notice to Defendants of their breach of  
27 warranty claims under the MMWA by letter dated March 15, 2024.

28 229. As a direct and proximate cause of Defendants’ breach, Plaintiff and

1 the other Class members have suffered, and continue to suffer, damages, including  
2 economic damages at the point of sale or lease. Additionally, Plaintiff and the  
3 other Class members have incurred or will incur economic damages at the point  
4 of repair in the form of the cost of repair.

5 230. Plaintiff and the other Class members are entitled to legal and  
6 equitable relief against Defendants, including actual damages, consequential  
7 damages, specific performance, attorneys' fees, costs of suit, and other relief as  
8 appropriate.

9 **SEVENTH CAUSE OF ACTION**

10 **(Breach of Implied Warranty under the Magnuson-Moss Warranty Act,**  
11 **15 U.S.C. § 2303 *et seq.*)**

12 **(On Behalf of the Nationwide Class, or, in the Alternative, on Behalf of All**  
13 **Sub-Classes Against Defendants)**

14 231. Plaintiff incorporates by reference each allegation set forth above.

15 232. Plaintiff brings this cause of action on behalf of himself and the Class  
16 against Defendants.

17 233. The Class Vehicles are a “consumer product” within the meaning of  
18 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

19 234. Plaintiff and Class Members are “consumers” within the meaning of  
20 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

21 235. Defendants are “suppliers” and “warrantors” within the meaning of  
22 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

23 236. Defendants impliedly warranted that the Class Vehicles were of  
24 merchantable quality and fit for use. This implied warranty included, among other  
25 things: (i) a warranty that the Class Vehicles and their Headlights manufactured,  
26 supplied, distributed, and/or sold by Defendants would provide safe and reliable  
27 transportation; and (ii) a warranty that the Class Vehicles and their Headlights  
28 would be fit for their intended use while the Class Vehicles were being operated.

1           237. Contrary to the applicable implied warranties, the Class Vehicles and  
2 their Headlights at the time of sale and thereafter were not fit for their ordinary  
3 and intended purpose of providing Plaintiff and Class members with reliable,  
4 durable, and safe transportation. Instead, the Class Vehicles are defective,  
5 including the defective design and materials of their Headlights.

6           238. Defendants' breach of implied warranties has deprived Plaintiff and  
7 Class members of the benefit of their bargain.

8           239. The amount in controversy of Plaintiff's individual claims meets or  
9 exceeds the sum or value of \$25,000. In addition, the amount in controversy meets  
10 or exceeds the sum or value of \$50,000 (exclusive of interests and costs) computed  
11 on the basis of all claims to be determined in this suit.

12           240. Defendants have been afforded a reasonable opportunity to cure their  
13 breach, including when Plaintiff and Class members brought their vehicles in for  
14 diagnoses and Headlight repair.

15           241. As a direct and proximate cause of Defendants' breach of implied  
16 warranties, Plaintiff and Class members sustained and incurred damages and other  
17 losses in an amount to be determined at trial. Defendants' conduct damaged  
18 Plaintiff and Class members, who are entitled to recover actual damages,  
19 consequential damages, specific performance, diminution in value, costs,  
20 attorneys' fees, and/or other relief as appropriate.

21           242. As a result of Defendants' violations of the Magnuson-Moss  
22 Warranty Act as alleged herein, Plaintiff and Class members have incurred  
23 damages.

24           243. Plaintiff also provided notice to Defendants of its breach of warranty  
25 claims under the MMWA by letter dated March 15, 2024.

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**EIGHTH CAUSE OF ACTION**

**(For Fraud by Omission or Fraudulent Concealment)**

**(On Behalf of the Nationwide Class, or, in the Alternative, on Behalf of All Sub-Classes Against Defendants)**

244. Plaintiff incorporates by reference each allegation set forth above.

245. Plaintiff brings this cause of action on behalf of himself and the Class or, alternatively, on behalf of all Sub-Classes against Defendants.

246. Defendants knew that the Class Vehicles suffered from an inherent Headlight Defect, were defectively designed and/or manufactured, and were not suitable for their intended use.

247. Defendants concealed from and failed to disclose to Plaintiff and Class Members the defective nature of the Class Vehicles.

248. Defendants were under a duty to Plaintiff and Class Members to disclose the defective nature of the Class Vehicles because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles;
- b. The omitted facts were material because they directly impact the safety of the Class Vehicles;
- c. Defendants knew the omitted facts regarding the Headlight Defect were not known to or reasonably discoverable by Plaintiff and Class Members;
- d. Defendants made partial disclosures about the quality of the Class Vehicles without revealing their true defective nature; and,
- e. Defendants actively concealed the defective nature of the Class Vehicles from Plaintiff and Class Members.

249. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease

1 Defendants' Class Vehicles or pay a lesser price for them. Whether a vehicle's  
2 Headlight is defective, which can suddenly cause lights to fail, dim, or malfunction  
3 during night driving or inclement weather, thereby causing the inability to see  
4 pedestrians, animals, and road hazards, is a material safety concern. Had Plaintiff  
5 and Class Members known about the defective nature of the Class Vehicles, they  
6 would not have purchased or leased the Class Vehicles or would have paid less for  
7 them.

8 250. Defendants concealed or failed to disclose the true nature of the  
9 design and/or manufacturing defects contained in the Class Vehicles to induce  
10 Plaintiff and Class Members to act thereon. Plaintiff and the other Class Members  
11 justifiably relied on Defendant's omissions to their detriment. This detriment is  
12 evident from Plaintiff and Class Members' purchase or lease of Defendants'  
13 defective Class Vehicles.

14 251. Defendants continued to conceal the defective nature of the Class  
15 Vehicles even after Class Members began to report the problems. Indeed,  
16 Defendants continue to cover up and conceal the true nature of the problem today.

17 252. As a direct and proximate result of Defendants' misconduct, Plaintiff  
18 and Class Members have suffered and will continue to suffer actual damages.  
19 Plaintiff and the Class reserve their right to elect either to (a) rescind their purchase  
20 or lease of the defective Vehicles and obtain restitution or (b) affirm their purchase  
21 or lease of the defective Vehicles and recover damages.

22 253. Defendants' acts were done maliciously, oppressively, deliberately,  
23 with intent to defraud, and in reckless disregard of Plaintiff's and the Class's rights  
24 and well-being to enrich Defendants. Defendants' conduct warrants an assessment  
25 of punitive damages in an amount sufficient to deter such conduct in the future,  
26 which amount is to be determined according to proof.

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1 **NINTH CAUSE OF ACTION**

2 **(For Unjust Enrichment)**

3 **(On Behalf of the Nationwide Class, or, in the Alternative, on Behalf of All**  
4 **Sub-Classes Against Defendants)**

5 254. Plaintiff incorporates by reference each allegation set forth above.

6 255. Plaintiff brings this cause of action on behalf of himself and the Class  
7 or, alternatively, on behalf of all Sub-Classes against Defendants.

8 256. Defendants have received and retained a benefit from Plaintiff and  
9 the members of the Class, and inequity has resulted.

10 257. As a direct and proximate result of Defendants' failure to disclose  
11 known defects, Defendants have profited through the sale and lease of the Class  
12 Vehicles, the value of which was artificially inflated by Defendants' concealment  
13 of and omissions regarding the Headlight Defect. Defendants charged higher  
14 prices for the vehicles than the vehicles' true value, and Plaintiff and Class  
15 Members thus overpaid for the Class Vehicles. Although these vehicles are  
16 purchased through Defendants' authorized dealers and distributors, the money  
17 from the vehicle sales flows directly back to Defendants.

18 258. Additionally, as a direct and proximate result of Defendants' failure  
19 to disclose known defects in the Class Vehicles, Plaintiff and Class Members have  
20 vehicles that require repeated, high-cost repairs that can and therefore have  
21 conferred an unjust substantial benefit upon Defendants.

22 259. Defendants have been unjustly enriched due to the known defects in  
23 the Class Vehicles through the use of money paid that earned interest or otherwise  
24 added to Defendants' profits when said money should have remained with Plaintiff  
25 and Class Members.

26 260. Plaintiff and Class Members were not aware of the true facts  
27 regarding the Defect in the Class Vehicles and did not benefit from Defendants'  
28 unjust conduct.



1 the Class Vehicles pursuant to 49 U.S.C. § 30118(a); compelling  
2 Defendants to repair and eliminate the Headlight Defect from  
3 every Class Vehicle; enjoining Defendants from selling the Class  
4 Vehicles with the misleading information; and/or compelling  
5 Defendants to reform its warranty, in a manner deemed to be  
6 appropriate by the Court, to cover the injury alleged and to notify  
7 all Class Members that such warranty has been reformed;

8 (d) An award to Plaintiff and the Class for compensatory, exemplary,  
9 and statutory damages, including interest, in an amount to be  
10 proven at trial, except that Plaintiff is not praying for an award of  
11 monetary damages under the CLRA at this time;

12 (e) Any and all remedies provided pursuant to the Magnuson-Moss  
13 Warranty Act;

14 (f) A declaration that Defendants must disgorge, for the benefit of  
15 the Class, all or part of the ill-gotten profits it received from the  
16 sale or lease of the Class Vehicles or make full restitution to  
17 Plaintiff and Class Members;

18 (g) An award of attorneys' fees and costs, as allowed by law;

19 (h) An award of pre-judgment and post-judgment interest, as  
20 provided by law;

21 (i) Leave to amend the Complaint to conform to the evidence  
22 produced at trial; and

23 (j) Such other relief as may be appropriate under the circumstances.

24 **DEMAND FOR JURY TRIAL**

25 265. Pursuant to Federal Rule of Civil Procedure 38(b) and Central District  
26 of California Local Rule 38-1, Plaintiff hereby demands a trial by jury of all issues  
27 in this action so triable.

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Dated: March 29, 2024

Respectfully submitted,

**Capstone Law APC**

By: /s/ Tarek H. Zohdy

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