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13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15  
16  
17 DENNIS SPERLING individually and on  
18 behalf of all others similarly situated,

19 Plaintiff,

v.

20  
21 HYUNDAI MOTOR AMERICA,

22 Defendant.

Case No.

**COMPLAINT**

JURY TRIAL DEMANDED

**NATURE OF THE ACTION**

1  
2 1. Many automatic driving and safety features found in new cars today  
3 are the first steps toward fully autonomous cars. Automatic emergency braking  
4 (“AEB”) is one of those features. Broadly speaking, AEB systems work by  
5 scanning the road for other vehicles, pedestrians, and objects and automatically  
6 applying the brakes if there is a threat of collision. No car manufacturer wants to  
7 be left behind its competition when it comes to providing automated features like  
8 AEB. Manufacturers comprising “more than 99% of the U.S. automobile market”  
9 voluntarily committed to outfitting “every new passenger vehicle with [AEB] by  
10 Sept. 1, 2022.”<sup>1</sup> While there is nothing inherently wrong with the inclusion of  
11 AEB technology in new car models, the problem is that some car manufacturers  
12 like Hyundai rushed this feature to market and used cheap radar and associated  
13 components that are not up to the task they are required to perform. That is what  
14 this case is about.

15 2. The Hyundai AEB systems at issue here have a defect that causes  
16 them to falsely engage randomly, causing sudden, unintended braking (the  
17 “Sudden Unintended Braking Defect”). The Sudden Unintended Braking Defect  
18 causes the Class Vehicles to detect non-existent obstacles, which then  
19 automatically triggers the brakes and causes the Class Vehicles to abruptly slow  
20 down or come to a complete stop, sometimes in the middle of traffic. The same  
21 defect can distract and alarm drivers with sudden, blaring visual and audible alerts  
22 when there are no obstacles on the road, which likewise creates a safety hazard  
23 even if the brakes do not automatically activate. Simply put, as a result of the  
24 Sudden Unintended Braking Defect, Hyundai’s AEB systems are a safety hazard,  
25 not a safety feature.

26  
27 \_\_\_\_\_  
28 <sup>1</sup> <https://www.iihs.org/news/detail/10-automakers-equipped-most-of-their-2018-vehicles-with-automatic-emergency-braking>



**JURISDICTION AND VENUE**

1  
2 7. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
3 § 1332(d)(2)(A) because this case is a class action where the aggregate claims of  
4 all members of the proposed class are in excess of \$5,000,000.00, exclusive of  
5 interest and costs, and at least one member of the proposed class is citizen of state  
6 different from Defendant.

7 8. This Court has personal jurisdiction over Defendant because it  
8 conducts substantial business and is headquartered in California. A substantial  
9 portion of the events giving rise to the claims alleged here occurred in this state.

10 9. Venue is proper in this District under 28 U.S.C. § 1391 because a  
11 substantial part of the events, omissions, and acts giving rise to the claims herein  
12 occurred in this District.

**FACTUAL ALLEGATIONS**

13  
14 10. At issue in this case are the 2025 Hyundai Tucson vehicles sold in the  
15 United States and equipped with an AEB system. These are collectively referred  
16 to in this complaint as “Class Vehicles.”

17 11. The AEB systems in the Class Vehicles (described in more detail  
18 below) are all the same or substantially similar in all material respects. They used  
19 the same or substantially the same components, and received the same or  
20 substantially the same software updates. They all suffer from the same Sudden  
21 Unintended Braking Defect at issue in this case. The cause of the defect is the  
22 same for all Class Vehicles and available countermeasures, if any, are the same.

***Background on AEB Systems:***

23  
24 12. AEB systems have become a standard feature in most cars made  
25 today. Typically, they include one or more front-facing radar or lidar sensors,  
26 which may be paired with a front-facing camera positioned in front of the rear-  
27 view mirror. These components work together to scan the road ahead, attempting  
28 to identify potential obstacles that could cause a collision. If an obstacle is

1 detected, the system will alert the driver and potentially apply light or strong  
2 brakes automatically.

3 13. The technology is new, expensive, and not fully developed by many  
4 car manufacturers like Hyundai. To work correctly, the components and related  
5 software must perform complex analyses instantaneously, and do so in a package  
6 that is as small and lightweight as possible. As NHTSA has explained, the safety  
7 and reliability of AEB systems “depend[] heavily on the accuracy and timeliness  
8 of detection, which relies on the *quality of the installed sensor, camera, or vision*  
9 *algorithm detecting targets.*” However, only a small handful of companies make  
10 the sensors and other components used for AEB systems, and many of the  
11 components they offer are simply not up to the task demanded of them.

12 14. In addition, car manufacturers face two, related business pressures  
13 when it comes to AEB systems. First, car manufacturers were in a years-long race  
14 to get AEB systems on the market, and to make them standard features in most  
15 cars by 2022. At the same time, car manufacturers face strong temptation to use  
16 cheaper components, even if they are less reliable. Choosing a \$60 radar over a  
17 \$100 radar, for example, can save a manufacturer many millions of dollars.  
18 Cutting corners on AEB systems by installing unreliable components that are not  
19 capable of reliably performing the complex procedures asked of them, however,  
20 makes them unsafe. The result is that some car manufacturers’ AEB systems are  
21 reasonably reliable and safe, but others, like Hyundai’s AEB system at issue here,  
22 are not.

23 ***Hyundai’s AEB System and the Sudden Unintended Braking Defect:***

24 15. Hyundai calls its proprietary AEB system “Forward Collision-  
25 Avoidance Assist with Pedestrian, Cyclist, and Junction Turning Detection.”  
26 (“FCA-JT”). According to Hyundai, “[w]hen the system detects a vehicle or  
27 pedestrian ahead, it warns you of a potential collision. If you don’t begin stopping  
28 in time, the system may automatically apply braking. In addition, the FCA system

1 can also apply brakes when turning left at an intersection when risk of a collision  
2 with an oncoming vehicle is detected.”

3 16. Thus, like other AEB systems, if Hyundai’s FCA-JT system detects  
4 an obstacle on the road, it is intended to provide a visual and audible alert to the  
5 driver, and then if the driver takes no action, automatically apply the brakes. In  
6 practice, however, the visual and audio alerts often happen simultaneously with  
7 the automatic braking.

8 17. The AEB system used in the Class Vehicles is highly prone to  
9 sudden, unintended braking when there are no obstacles in the road, often referred  
10 to in the industry as “false activation.” Similarly, the same defect can distract and  
11 alarm drivers with sudden, blaring visual and audible alerts when there is no  
12 obstacles in the road, which likewise creates a safety hazard even if the brakes do  
13 not automatically activate.

14 18. Since the Class Vehicles were first put on the market, Hyundai and  
15 NHTSA have received dozens of complaints about false activations, including  
16 three incidents that resulted in crashes and/or fires, and two injuries.

17 19. Hyundai was also aware of all customer complaints that were sent to  
18 NHTSA. All safety complaints made to NHTSA are transmitted or made  
19 available to Hyundai, who monitors them as part of Hyundai’s online reputation  
20 management efforts and/or to identify potential defects in its vehicles. Monitoring  
21 complaints to NHTSA is standard industry practice that serves as an early warning  
22 mechanism to spot defects that cause safety hazards, and Hyundai adheres to that  
23 practice.

24 20. A few examples of customer complaints are quoted below. There  
25 were many more complaints than those that are quoted here:

26 **NHTSA ID Number: 11711728**

27 **Incident Date: January 18, 2026**

28

1           *The emergency breaking system automatically engages whenever it feels it*  
2           *wants to. It has become extremely dangerous to drive the vehicle on a daily*  
3           *basis. I have been in contact with Hyundai, Hyundai consumer affairs and*  
4           *have brought the vehicle back to two dealerships to see if they can duplicate*  
5           *the problem. They have been incredulous thus far and still I am left with the*  
6           *safety issue. I feel very scared to drive the vehicle. I am not sure what to do*  
7           *at this point because Hyundai said if they can't duplicate the problem then*  
8           *the vehicle is working as designed but is it going to take a serious accident*  
9           *for this to be taken seriously. It has been happening since September 2025.*  
10          *Thank you*

11  
12  
13       **NHTSA ID Number: 11710675**

14       **Incident Date: January 13, 2026**

15           *The Automatic Emergency Braking system, I think it may be called (or is a*  
16           *part of) the Forward Collision Avoidance system by Hyundai, triggered*  
17           *incorrectly while on Interstate 265. My car was travelling at about 35 MPH*  
18           *on the off ramp when the Automatic Emergency Braking system triggered*  
19           *and cause my car to rapidly decelerate to a near standstill. The vehicle*  
20           *following behind me had to swerve into another lane to avoid hitting my*  
21           *car. The problem has not been reproduced or confirmed by a dealer or*  
22           *service center. The component has not been inspected yet, but we will be*  
23           *bringing it to the dealer in the near future. There were not warnings or*  
24           *messages that this was about to happen other than the emergency sound and*  
25           *light when the Automated Emergency Braking engaged. This has happened*  
26           *twice before on other roads and in other situations with this car.*

27  
28       **NHTSA ID Number: 11707526**

1 **Incident Date: December 16, 2025**

2 *The automatic brake system triggers when there is no obstacle. It has*  
3 *caused the car to stop suddenly in the middle of the road and almost*  
4 *become rear ended several times. We took it to the Hyundai service*  
5 *center and they said they've had complaints of this before but checked*  
6 *the system and don't see any issues.*

7  
8 **NHTSA ID Number: 11700246**

9 **Incident Date: November 1, 2025**

10 *Forward collision alert system has slammed the breaks on for no*  
11 *reason. The vehicle begins abruptly stop for no reason. On two of the*  
12 *occasions I was almost rear-end by following vehicles. The system*  
13 *needs to be recalled.*

14  
15 **NHTSA ID Number: 11697218**

16 **Incident Date: November 1, 2025**

17 *Multiple times my vehicle has come to a complete stop unwarranted.*  
18 *There have been multiple instances of the automatic braking*  
19 *triggering on Michigan left hand turns with no traffic oncoming. This*  
20 *was reported to the dealer and they found no issue, however it has*  
21 *happened again since. The vehicle has also multiple times come to a*  
22 *full stop in heavy traffic when I was already braking and a full stop*  
23 *was unnecessary. There were two instances from this where I was*  
24 *very nearly rear ended, including on the expressway. There were no*  
25 *warnings that the system was malfunctioning.*

26  
27 **NHTSA ID Number: 11688738**

28 **Incident Date: September 19, 2025**

1 *Forward collision warning automatic braking caused car behind me*  
2 *to rear-end me. This is the first accident but third time the automatic*  
3 *braking unnecessarily caused an issue. The car in front of me was far*  
4 *enough away that it did not require an auto-brake.*

5  
6 **NHTSA ID Number: 11684030**

7 **Incident Date: August 29, 2025**

8 *4th occurrence of the forward assistance warning system activating*  
9 *when we were at a slow speed with plenty of room to stop and the*  
10 *brakes engaged suddenly to stop the car and today someone slammed*  
11 *into the rear of our car. This is extremely frightening and should*  
12 *never happen at slow speeds when there is ample time to stop. My*  
13 *husband doesn't even want to drive this car again as he's afraid we*  
14 *may be killed. I see on the reddit site that this is happening to others*  
15 *too. Hyundai must fix this issue ASAP. You can temporarily stop this*  
16 *from working but everytime you stop & turn off car you must do it*  
17 *again. Police were called & report filed. We have to get our car fixed*  
18 *now.*

19 **NHTSA ID Number: 11671899**

20 **Incident Date: June 12, 2025**

21 *Car slams on the brakes while under controlled stopping. This has*  
22 *happened on a few occasions. Reported it to the dealer service department*  
23 *and was told it has happened to them and suggested that I turn off that*  
24 *option.*

25  
26 21. The causes of the Sudden Unintended Braking Defect are the same  
27 for all of the Class Vehicles: namely, Hyundai’s FCA-JT system is technologically  
28 underdeveloped and relies on cheap sensor and data processing components that

1 are unable to reliably perform the one job they are intended to do: namely,  
2 adequately differentiate common road features with true obstacles that warrant  
3 braking activation.

4 22. Hyundai is currently investigating the Sudden Unintended Braking  
5 Defect in the Class Vehicles and treats it as a collective problem with a common  
6 root.

7 ***Hyundai Knew About The Sudden Unintended Braking Defect When It***  
8 ***First Put The Class Vehicles On The Market***

9 23. The complaints about false activations in the Class Vehicles would  
10 not have come as a surprise to Hyundai. To the contrary, Hyundai would have  
11 anticipated that it would receive complaints because it knew about the Sudden  
12 Unintended Braking Defect before it put the Class Vehicles on the market.

13 24. In March 2016, Hyundai and its competitors in the U.S. market  
14 jointly agreed to equip most light vehicles with AEB systems by September 2022.  
15 Despite supporting the plan, however, automakers knew that the timeline was  
16 aggressive, and that the technology was not yet up to the task.

17 25. By 2025, it was widely known in the industry—but generally not  
18 among consumers—that using cheap and inadequate components creates greater  
19 risk of object detection problems that lead to false activations and abrupt braking  
20 where no potential collision is imminent. Common roadside features like metal  
21 guardrails or overhead structures continue to confound some manufacturers’  
22 systems, including Hyundai’s AEB system. Installing more costly and effective  
23 sensors and data processing components was one available option for reducing  
24 false activations—but that was not an option Hyundai was willing to try.

25 26. In particular, when Hyundai first placed the Class Vehicles on the  
26 market, Hyundai knew that cheaper and unreliable components it installed in the  
27 Class Vehicles’ AEB system were not capable of performing reliably as intended.  
28

1           27. Hyundai also would have known about the high risk of false  
2 activations as a result of pre-release testing, which includes driving the vehicles  
3 for many miles and under many different road conditions. Importantly, Hyundai  
4 knew from past experience that certain common road conditions are often  
5 associated with false activations, like railroad tracks, metal guardrails, sidewalk  
6 postboxes, metal bridges, and parking lots. Based on past experience and industry  
7 knowledge, Hyundai's testing would have included driving near such road  
8 conditions to determine whether false activations were a problem. And when it  
9 comes to the Class Vehicles, they *are* in fact a problem.

10           28. Once sales of a vehicle model begin, Hyundai monitors a variety of  
11 sources of information to detect signs of defects. These sources of information  
12 include warranty claim data, customer complaints to Hyundai, complaints to  
13 NHTSA, replacement part data, and field reports. Hyundai knows that for every  
14 complaint made, there is a statistical likelihood that there were many more  
15 unreported incidents, and Hyundai makes projections about the likely  
16 manifestation rate and future warranty claims based on the number of known  
17 complaints.

18           29. The number of complaints for all MY Class Vehicles was unusually  
19 high relative to the total population of vehicles sold or leased. The fact that so  
20 many drivers made similar complaints so quickly after the vehicles were  
21 introduced into the market indicated that the complaints were not the result of user  
22 error or anomalous incidents, but instead a systemic problem with the Class  
23 Vehicles. The reports and complaints from drivers were similar enough to put  
24 Hyundai on notice that the incidents described were the result of a defect, and that  
25 the Class Vehicles were experiencing unusually high levels of complaints about  
26 the AEB Systems.

27           30. Hyundai's pre-sale knowledge of the Sudden Unintended Braking  
28 Defect is also evidenced by admissions in the owner's manuals for each Class

1 Vehicle. Hyundai acknowledged the Sudden Unintended Braking Defect in the  
2 small print buried in the owner’s manuals of each of the Class Vehicles.

3 31. The disclosures are found on approximately page 350 of a manual  
4 that is over 600 pages long.

5 32. Specifically, each of the owner’s manuals states that the system “may  
6 not operate properly, or it may operate unexpectedly” in certain circumstances  
7 such as:

- 8 • The temperature around the front view camera is high or low due to  
9 surrounding environment
- 10 • Street light or light from an oncoming traffic is reflected on the wet  
11 road surface, such as a puddle on the road
- 12 • Only part of the vehicle, powered two-wheeler, pedestrian or cyclist  
13 is detected
- 14 • The vehicle or powered two-wheeler in front is a bus, heavy truck,  
15 truck with an unusually shaped cargo, trailer, etc.
- 16 • The rear of the front vehicle is small or the vehicle does not look  
17 normal, such as when the vehicle is tilted, overturned, or the side of  
18 the vehicle is visible, etc.
- 19 • The front vehicle's ground clearance is low or high
- 20 • The temperature around the front radar is high or low
- 21 • Driving through a tunnel or iron bridge
- 22 • Driving in vast areas where there are few vehicles or structures (for  
23 example, desert, meadow, suburb, etc.)
- 24 • Driving near areas containing metal substances, such as a  
25 construction zone, railroad, etc.
- 26 • A material is near that reflects very well on the front radar, such as a  
27 guardrail, nearby vehicle, etc.
- 28 • The cyclist in front is on a bicycle made of material that does not  
reflect on the front radar
- The vehicle or powered two-wheeler in front is detected late
- The vehicle or powered two-wheeler in front suddenly changes lane  
or suddenly reduces speed
- The vehicle or powered two-wheeler in front is bent out of shape

- 1 • The vehicle in front is covered with snow
- 2 • You are departing or returning to the lane
- 3 • You are on a roundabout and the vehicle or powered two-wheeler in
- 4 front is not detected
- 5 • You are continuously driving in a circle
- 6 • The vehicle in front has an unusual shape
- 7 • The vehicle in front is driving uphill or downhill

8 33. These are all commonplace road conditions that drivers experience  
9 multiple times a day.

10 34. Moreover, a vague statement that the system “may not operate  
11 properly” downplays the potential severity and consequences of sudden  
12 unintended braking when the car is driving at a high rate of speed. The statement  
13 does not sufficiently give notice of what a failure to “operate properly” would  
14 actually entail.

15 35. Hyundai also knows that car purchasers do not typically review the  
16 manual’s fine print before purchasing their car.

17 36. Notwithstanding the AEB Systems being touted as a safety feature,  
18 Hyundai never referenced or otherwise directed potential purchasers to this hidden  
19 disclaimer. The Sudden Unintended Braking Defect was never disclosed on  
20 Hyundai’s website. It was never disclosed on Monroney labels. It was never  
21 disclosed in television or internet advertisements. It was never disclosed in sales  
22 brochures offered by dealers. Hyundai never advised dealers to disclose the  
23 defect. At best, Class members would only see the disclosure in the owner’s  
24 manuals *after* they purchased or leased the vehicles and if they happened to  
25 stumble upon it when reading the owner’s manual.

26 37. Nor do the disclosures say anything about the potential severity of the  
27 problem, or how hard the braking may occur. There is no warning that false  
28 activations may increase the risk of a rear-end collision.

1           38. In short, although the disclosures described in the owner’s manuals  
2 did nothing to adequately warn people about the Sudden Unintended Braking  
3 Defect, the fact that Hyundai alluded to the AEB systems’ propensity for false  
4 activations demonstrates it knew about the defect before Hyundai began marketing  
5 and selling the Class Vehicles with the AEB systems.

6           ***Hyundai Had A Duty To Adequately Disclose The Sudden Unintended***  
7           ***Braking Defect***

8           39. Hyundai had – and continues to have – a duty to fully disclose the  
9 true nature of the Sudden Unintended Braking Defect to Class Vehicle owners,  
10 because the defect poses an unreasonable safety hazard; because Hyundai had and  
11 continues to have exclusive knowledge or access to material facts about the Class  
12 Vehicles’ AEB systems that were and are not known to or reasonably discoverable  
13 by class members; and because Hyundai actively concealed the defect from its  
14 customers at the time of purchase or repair and thereafter.

15           40. Hyundai also had a duty to disclose because it made and continues to  
16 make partial representations about the AEB systems on Monroney window  
17 stickers, which are affixed to the window of every Class Vehicle at the time of  
18 sale, and which uniformly tout its AEB system as a “safety” feature without  
19 disclosing the hazards caused by the Sudden Unintended Braking Defect.

20           41. Before his purchase, Plaintiff relied on information about the cars that  
21 did not disclose the Sudden Unintended Braking Defect, including the window  
22 stickers, Hyundai’s website, brochures, advertisements, and YouTube and other  
23 social media channels. Plaintiff became aware of the defect only after purchasing  
24 or leasing their respective vehicle, and did so within the applicable statute of  
25 limitations.

26           42. Plaintiff also would have been aware of the defect had Hyundai  
27 disclosed it to its dealerships. Plaintiff interacted with and received information  
28

1 from sales representatives at an authorized Hyundai dealership before purchasing  
2 his car.

3 43. The failure to disclose the Sudden Unintended Braking Defect was a  
4 material omission. Had the defect been disclosed, Plaintiff would have been  
5 aware of it and behaved differently – namely, by not purchasing the car or by  
6 paying less for it.

7 ***Injunctive Relief***

8 44. In addition to other relief, Plaintiff seeks the following injunctive  
9 relief, which aims at preventing injury to current and future drivers of Hyundai  
10 vehicles:

11 (a) Requiring Hyundai to implement a service campaign to do one  
12 of the following remedial measures: (1) permanently deactivate the AEB system;  
13 or (2) replace the system with a suitable and safe alternative;

14 (b) Requiring Hyundai to publicize the full extent of its knowledge  
15 about the Sudden Unintended Braking Defect on its website, sales brochures,  
16 social media channels, YouTube channel, mobile apps, print mailers, and  
17 dealership communications.

18 (c) Reforming Hyundai’s warranty to ensure that dealerships will  
19 repair the defect for free.

20 **CLASS ALLEGATIONS**

21 45. ***Class Definition:*** Plaintiff brings this action on behalf all people the  
22 following classes and subclasses:

23 Nationwide class: all people in the United States who purchased or  
24 leased a Class Vehicle.

25 California class: all people who purchased or leased a Class Vehicle  
26 in California.

27 46. The foregoing class definitions are placeholders. Subject to further  
28 investigation and pursuant to Rule 23(c)(1)(C), they may be modified any time

1 before final judgment, including through the use of multi-state subclasses to  
2 account for material differences in state law, if any.

3 47. Excluded from the putative classes are Defendant and any entities in  
4 which Defendant have a controlling interest, Defendant's agents and employees,  
5 the judge to whom this action is assigned, members of the judge's staff, and the  
6 judge's immediate family. Also excluded are any claims for personal injury.

7 48. **Numerosity.** Members of the Class are so numerous that their  
8 individual joinder herein is impracticable. On information and belief, each Class  
9 or Subclass includes thousands of consumers. The precise number of Class  
10 Members and their identities are unknown to the Plaintiff at this time but may be  
11 determined through discovery. Class Members may be notified of the pendency of  
12 this action by mail and/or publication through the distribution records of  
13 Defendant or other means.

14 49. **Commonality and Predominance.** Common questions of law and  
15 fact exist as to all Class Members and predominate over questions affecting only  
16 individual Class Members. Common legal and factual questions include, but are  
17 not limited to:

- 18 (a) Whether Hyundai knew or should have known of the Sudden  
19 Unintended Braking Defect, and if so, when it discovered the  
20 defect;
- 21 (b) Whether knowledge of the Sudden Unintended Braking Defect  
22 would be important to a reasonable person, because, among  
23 other things, it poses an unreasonable safety hazard and impacts  
24 the central functionality of Class Vehicles;
- 25 (c) Whether Hyundai failed to disclose and concealed the existence  
26 of the Sudden Unintended Braking Defect from potential  
27 customers;
- 28

1 (d) Whether the Court may enter an injunction designed to reduce  
2 the risk of future harm to Plaintiff and class members;

3 (e) Whether Hyundai's conduct, as alleged herein, violates the  
4 consumer protection laws asserted here;

5 50. **Typicality.** Plaintiff's claims are typical of the claims of the Classes  
6 in that Plaintiff and the Classes sustained damages as a result of Defendant's  
7 uniform wrongful conduct, based upon Defendant's failure to inform Plaintiff and  
8 all others similarly situated that its Product can be dangerous.

9 51. **Adequacy.** Plaintiff will fairly and adequately protect the interests of  
10 Class members. Plaintiff retained counsel who is highly experienced in complex  
11 consumer class action litigation, and Plaintiff will vigorously prosecute this action  
12 on behalf of the Class. Plaintiff has no interests that are antagonistic to those of  
13 the Class. Plaintiff has no past or present financial, employment, familial, or other  
14 relationship with any of the attorneys in this case that would create a conflict of  
15 interest with the proposed class members.

16 52. **Superiority.** A class action is superior to all other available methods  
17 for the fair and efficient adjudication of this controversy for, *inter alia*, the  
18 following reasons: prosecutions of individual actions are economically impractical  
19 for members of the Classes; the Classes are readily definable; prosecution as a  
20 class action avoids repetitious litigation and duplicative litigation costs, conserves  
21 judicial resources, and ensures uniformity of decisions; and prosecution as a class  
22 action permits claims to be handled in an orderly and expeditious manner.

23 53. Defendant has acted or failed to act on grounds generally applicable  
24 to the Classes, thereby making appropriate final injunctive relief with respect to  
25 the Classes as a whole.

26 54. Without a class action, Defendant will continue a course of action  
27 that will result in further damages to the Plaintiff and Members of the Classes and  
28 will likely retain the benefits of its wrongdoing.

**COUNT I**

**Violations of California’s Unfair Competition Law (“UCL”)  
Cal. Bus. & Prof. Code §§ 17200, *et seq.***

1  
2  
3 55. Plaintiff incorporates and realleges each preceding paragraph as  
4 though fully set forth herein.

5 56. Plaintiff brings this cause of action individually and on behalf the  
6 nationwide class and state subclass.

7 57. California Business & Professions Code Section 17200 prohibits acts  
8 of “unfair competition,” including any “unlawful, unfair or fraudulent business act  
9 or practice” and “unfair, deceptive, untrue or misleading advertising.”

10 58. Defendant acted with knowledge and intent.

11 59. Plaintiff alleges a claim under all three prongs of the UCL.

12 60. As alleged above, Defendant engaged in fraudulent conduct that had  
13 the tendency or capacity to deceive or confuse reasonable consumers.

14 61. Defendant’s conduct also constitutes “unfair” business acts and  
15 practices within the meaning of the UCL, in that its conduct was injurious to  
16 consumers, offended public policy, and was unethical and unscrupulous.  
17 Defendant’s violation of consumer protection and unfair competition laws resulted  
18 in harm to consumers.

19 62. Plaintiff also alleges a violation under the “unlawful” prong of the  
20 UCL because Defendant’s conduct violated consumer protection laws and the  
21 common law as set forth herein.

22 63. As a direct and proximate result of Defendant’s unfair and deceptive  
23 practices, Plaintiff and the other members of the Class have suffered and will  
24 continue to suffer out-of-pocket losses.

25 64. Plaintiff and class members have suffered an injury in fact resulting  
26 in the loss of money and/or property as a proximate result of the violations of law  
27 and wrongful conduct of Defendant alleged herein, and they lack an adequate  
28

1 remedy at law to address the unfair conduct at issue here. Legal remedies are  
2 inadequate because they are not equally prompt and certain and in other ways  
3 efficient as equitable relief. Damages are not equally certain as restitution because  
4 the standard that governs restitution is different than the standard that governs  
5 damages. Hence, the Court may award restitution even if it determines that  
6 Plaintiff fails to sufficiently adduce evidence to support an award of damages.  
7 Damages and restitution are not the same amount. Unlike damages, restitution is  
8 not limited to the amount of money Defendant wrongfully acquired plus the legal  
9 rate of interest. Equitable relief, including restitution, entitles a plaintiff to recover  
10 all profits from the wrongdoing, even where the original funds taken have grown  
11 far greater than the legal rate of interest would recognize. Legal claims for  
12 damages are not equally certain as restitution because claims under the UCL entail  
13 few elements. In short, significant differences in proof and certainty establish that  
14 any potential legal claim cannot serve as an adequate remedy at law.

15 65. Equitable relief is appropriate because Plaintiffs may lack an adequate  
16 remedy at law if, for instance, damages resulting from their purchase of the  
17 Product is determined to be an amount less than the premium price of the Product.  
18 Without compensation for the full premium price of the Product, Plaintiff would  
19 be left without the parity in purchasing power to which they are entitled.

20 66. Plaintiff seeks all relief available under the UCL.

21 **COUNT II**

22 **Violations of California’s Consumer Legal Remedies Act (“CLRA”)**  
23 **Cal. Civ. Code §§ 1750, *et seq.***

24 67. Plaintiff incorporates and realleges each preceding paragraph as  
25 though fully set forth herein.

26 68. Plaintiff brings this cause of action individually and on behalf the  
27 nationwide class and the state subclass.

28 69. Defendant is a “person” as defined by California Civil Code

1 § 1761(c).

2 70. Plaintiff and the other Class members are “consumers” within the  
3 meaning of California Civil Code § 1761(d).

4 71. For the reasons alleged above, Defendant violated California Civil  
5 Code § 1770(a)(5)(7) and (9).

6 72. Plaintiff provided pre-suit notice of the claims asserted under the  
7 CLRA, in compliance with all of the CLRA’s requirements.

8 73. Defendant’s unfair and deceptive acts or practices occurred  
9 repeatedly in Defendant’s trade or business.

10 74. Defendant acted with knowledge and intent.

11 75. As alleged above, Defendant engaged in conduct that had the  
12 tendency or capacity to deceive or confuse reasonable consumers.

13 76. With respect to the CLRA claim, Plaintiff alleges in the alternative  
14 that they lack an adequate remedy at law for the reasons already alleged above in  
15 connection with the UCL claim.

16 77. As a result of Defendant’s misconduct, Plaintiff and other Class  
17 members have suffered monetary harm.

18 78. Plaintiff seeks all available relief under this cause of action.

19 **COUNT III**

20 **Violation of Song-Beverly Consumer Warranty Act**  
21 **for Breach of Implied Warranty, Cal. Civ. Code § 1790, et seq.**

22 79. Plaintiff incorporates and realleges each preceding paragraph as  
23 though fully set forth herein.

24 80. The California Plaintiff brings this cause of action individually and  
25 on behalf the California subclass.

26 81. Class Vehicles are “consumer goods” and Plaintiff and class members  
27 are “buyers” within the meaning of Cal. Civ. Code § 1791.  
28

1           82. Hyundai is a “manufacturer,” “distributor,” or “retail seller” under  
2 Cal. Civ. Code § 1791.

3           83. The implied warranty of merchantability included with the sale of  
4 each Class Vehicle means that Hyundai warranted that each Class Vehicle (a)  
5 would pass without objection in trade under the contract description; (b) was fit for  
6 the ordinary purposes for which the Class Vehicle would be used; and (c)  
7 conformed to the promises or affirmations of fact made on the container or label.

8           84. The Class Vehicles would not pass without objection in the  
9 automotive trade because they contain the above-described Defect, which also  
10 makes them unfit for the ordinary purpose for which a Class Vehicle would be  
11 used.

12           85. The Class Vehicles are not adequately labeled because their labeling  
13 fails to disclose the Defect and does not advise the members of the proposed  
14 California Class of the existence of the danger prior to experiencing failure  
15 firsthand.

16           86. Hyundai’s actions have deprived Plaintiff and the members of the  
17 proposed California Class of the benefit of their bargains and have caused Class  
18 Vehicles to be worth less than what Plaintiff and other members of the proposed  
19 California Class paid.

20           87. As a direct and proximate result of Hyundai’s breach of implied  
21 warranty, members of the proposed California Class received goods whose  
22 condition substantially impairs their value. Plaintiff and members of the proposed  
23 California Class have been damaged by the diminished value of their Class  
24 Vehicles.

25           88. Under Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiff and members  
26 of the proposed California Class are entitled to damages and other legal and  
27 equitable relief, including, at their election, the right to revoke acceptance of Class  
28 Vehicles or the overpayment or diminution in value of their Class Vehicles. They

1 are also entitled to all incidental and consequential damages resulting from  
2 Hyundai's breach, as well as reasonable attorneys' fees and costs.

3 89. Plaintiff seeks all available relief under this cause of action.

4 **COUNT VII**  
5 **Breach of Implied Warranty**

6 90. Plaintiff incorporates and realleges each preceding paragraph as  
7 though fully set forth herein.

8 91. Plaintiff brings this cause of action individually and on behalf the  
9 nationwide class and state subclass.

10 92. Defendant, as the designer, manufacturer, marketer, distributor,  
11 and/or seller of the products at issue, impliedly warranted that they would pass  
12 without objection in trade under the contract description; was fit for the ordinary  
13 purpose for which the Class Vehicles would be used; and conformed to the  
14 promises or affirmations of fact made on the container or label.

15 93. Defendant breached its warranty implied because the Class Vehicles  
16 could not pass without objection in the trade under the contract description, they  
17 were not adequately labeled because there was no disclosure of the defect at issue;  
18 and they are unfit for their ordinary purpose. As a result, Plaintiff and members of  
19 the Classes did not receive the goods as impliedly warranted by Defendant to be  
20 merchantable.

21 94. Plaintiff and Members of the Classes purchased the Class Vehicles in  
22 reliance upon Defendant's skill and judgment and the implied warranties of fitness  
23 for the purpose.

24 95. The Class Vehicles were defective when it left the exclusive control  
25 of Defendant.

26 96. Plaintiff and class members did not receive the goods as warranted.

27 97. As a direct and proximate cause of Defendant's breach of the implied  
28 warranty, Plaintiff and class members have been injured and harmed because: (a)

1 they would not have purchased the products on the same terms if they knew that  
2 the Product was dangerous; and (b) the Product does not have the characteristics,  
3 uses, or benefits as promised by Defendant.

4 98. Plaintiff seeks all available relief under this cause of action.

5 **COUNT VIII**  
6 **Unjust Enrichment**

7 99. Plaintiff incorporates and realleges each preceding paragraph as  
8 though fully set forth herein.

9 100. Plaintiff brings this cause of action individually and on behalf the  
10 nationwide class and state subclass.

11 101. To the extent required, Plaintiff asserts this cause of action in the  
12 alternative to legal claims, as permitted by Rule 8.

13 102. The unjust enrichment claims are premised on Hyundai's pre-sale  
14 activities and are unrelated to Hyundai's post-sale obligations to provide repairs.

15 103. Plaintiff and the class members conferred a benefit on Defendant in  
16 the form of the gross revenues Defendant derived from the money they paid to  
17 Defendant.

18 104. In addition, or alternatively, Plaintiff and the class members conferred  
19 a direct benefit on Defendant by essentially beta-testing Defendant's AEB  
20 technology under real-world driving conditions. Given that Plaintiff would not  
21 have bought their respective cars if the defect had been disclosed, or would have  
22 paid less for their cars, there is a direct relationship between their detriment and  
23 Defendant's wrongful conduct.

24 105. Defendant knew of the benefit conferred on it by Plaintiff and the  
25 Class Members.

26 106. Defendant has been unjustly enriched in retaining the revenues  
27 derived from Plaintiff's and the Class Members' purchases of the Class Vehicles,  
28 which retention of such revenues under these circumstances is unjust and

1 inequitable because Defendant omitted that the Product was dangerous. This  
2 caused injuries to Plaintiff and Members of the Classes because they would not  
3 have purchased the Product or would have paid less for them if the true facts  
4 concerning the Product had been known.

5 107. Defendant accepted and retained the benefit in the amount of the  
6 gross revenues it derived from sales of the Class Vehicles to Plaintiff and the Class  
7 Members.

8 108. Defendant has thereby profited by retaining the benefit under  
9 circumstances which would make it unjust for Defendant to retain the benefit.

10 109. Plaintiff and the Class Members are, therefore, entitled to restitution  
11 in the form of the revenues derived from Defendant's sale of the Class Vehicles.

12 110. As a direct and proximate result of Defendant's actions, Plaintiff and  
13 the Members of the Classes have suffered in an amount to be proven at trial.

14 111. Putative class members have suffered an injury in fact and have lost  
15 money as a result of Defendant's unjust conduct.

16 112. Putative class members lack an adequate remedy at law with respect  
17 to this claim and are entitled to non-restitutionary disgorgement of the financial  
18 profits that Defendant obtained as a result of its unjust conduct.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually and on behalf of all others similarly  
21 situated, seek judgment against Defendant, as follows:

- 22 a. For an order certifying the classes alleged in this complaint, and naming  
23 Plaintiff as the representative of those classes;
- 24 b. For an order declaring Defendant's conduct violates the statutes  
25 referenced herein;
- 26 c. For an order finding in favor of Plaintiff and class members on all counts  
27 asserted herein;
- 28 d. For actual, compensatory, statutory, and/or punitive damages in amounts  
to be determined by the Court and/or jury;

- 1 e. For prejudgment interest on all amounts awarded;
- 2 f. For an order of restitution and all other forms of equitable monetary
- 3 relief;
- 4 g. For injunctive relief as pleaded or as the Court may deem proper; and
- 5 h. For an order awarding Plaintiff and class members their reasonable
- 6 attorneys' fees, expenses, and costs of suit.

7 **JURY TRIAL DEMANDED**

8 Plaintiff demands a trial by jury on all claims so triable.

9 Dated: February 23, 2026

Respectfully submitted,

10 /s/ Joel D. Smith

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*Attorneys for Plaintiff*

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**CLRA Venue Declaration, Civil Code § 1780(c)**

I, Joel D. Smith, declare as follows:

2. I have personal knowledge to the facts stated herein and, if called upon to do so, could competently testify hereto.

3. I am the attorney for Plaintiff in the above-captioned action.

4. I submit this declaration in support of the First Amended Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*

5. The Class Action Complaint has been filed in the proper place for trial of this action.

6. It is my understanding that Defendant regularly transacts business in this County, and the acts and omissions giving rise to this action occurred in large part in this County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on February 23, 2026 in Danielson, CT.

By: /s/ Joel D. Smith  
Joel D. Smith