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9
 10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 CHRIS O’CONNELL, MICHAEL
 13 RODEN, RENEE SEVOR, DAVID
 SMOLLETT, and MEGAN O’NEIL,
 14 individually, and on behalf of all
 others similarly situated,

15 Plaintiffs,

16 v.

17 KIA AMERICA, INC., KIA
 18 CORPORATION, and DOES 1
 through 100, inclusive,

19 Defendants.

Civil Action No.:

CLASS ACTION COMPLAINT

1. Violations of New York General Business Law Section 349
2. Violations of New York General Business Law Section 350
3. Breach of Implied Warranty of Merchantability (NY Law)
4. Fraudulent Concealment (NY Law)
5. Unjust Enrichment (NY Law)
6. Violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law
7. Breach of Implied Warranty of Merchantability (PA Law)
8. Breach of Covenant of Good Faith and Fair Dealing (PA Law)
9. Unjust Enrichment (PA Law)

DEMAND FOR JURY TRIAL

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1 **CLASS ACTION COMPLAINT**

2 1. Plaintiffs Chris O’Connell, Michael Roden, and Megan O’Neil, by and
3 through their attorneys, hereby bring this class and representative action against KIA
4 AMERICA, INC., KIA CORPORATION, and DOES 1 through 100, inclusive
5 (collectively “Kia” or “Defendants”).

6 **I NATURE OF THE ACTION**

7 2. All allegations herein are based upon information and belief except those
8 allegations which pertain to Plaintiffs or their counsel. Allegations pertaining to Plaintiffs
9 or their counsel are based upon, *inter alia*, Plaintiffs’ or their counsel’s personal
10 knowledge, as well as Plaintiffs’ or their counsel’s own investigation. Furthermore, each
11 allegation alleged herein either has evidentiary support or is likely to have evidentiary
12 support, after a reasonable opportunity for additional investigation or discovery.

13 3. Plaintiffs have brought this class and representative action to assert claims in
14 their own right, and as the class representatives of all other persons similarly situated.
15 This is a class action lawsuit on behalf of Plaintiffs and a class of current and former
16 owners and lessees of model year **2023-2025 Kia Telluride** vehicles equipped with a
17 12.3-inch panoramic digital instrument cluster display (the “Class Vehicles”).

18 4. This action arises from Kia’s failure to disclose to Plaintiffs and other
19 consumers of the Class Vehicles that they are subject to a defect with the digital
20 instrument cluster, which is deficient and prone to failure (the “Instrument Cluster
21 Defect”) and to adequately remedy the Instrument Cluster Defect.

22 5. The instrument cluster installed in Class Vehicles is a fully digital LCD
23 display that replaces traditional analog gauges. The digital instrument cluster is the only
24 means by which drivers can obtain real-time safety-critical information including but not
25 limited to:

- 26 • vehicle speed (speedometer);
- 27 • engine speed (tachometer);
- 28 • fuel level and range;

- 1 • tire pressure monitoring system (“TPMS”) status;
- 2 • warning and malfunction telltales;
- 3 • forward collision and driver assistance alerts; and
- 4 • odometer and trip information.

5 6. The Class Vehicles suffer from a latent defect whereby the instrument
6 cluster display intermittently and/or suddenly goes completely blank during vehicle
7 operation. The blank-screen condition may occur at vehicle startup and/or while the Class
8 Vehicles are actively being driven.

9 7. When the Instrument Cluster Defect manifests, the display shows a black
10 screen, resulting in the complete loss of visual access to safety-critical information,
11 including but not limited to vehicle speed, engine speed, fuel level, tire pressure
12 monitoring system (“TPMS”) status, warning and malfunction telltales, driver assistance
13 alerts, and odometer information.

14 8. The instrument cluster is a mandatory safety component governed by
15 Federal Motor Vehicle Safety Standards (“FMVSS”) No. 101 (Controls and Displays)
16 and No. 138 (Tire Pressure Monitoring Systems). The Instrument Cluster Defect
17 therefore renders the Class Vehicles noncompliant with FMVSS Nos. 101 and 138.

18 9. The Instrument Cluster Defect poses a serious safety risk to the occupants of
19 Class Vehicles. The complete loss of visual access to safety-critical information increases
20 crash risk as drivers are left unable to confirm vehicle speed or adjust speed relative to
21 posted limits and/or driving conditions. Moreover, drivers will not receive warnings if a
22 tire becomes dangerously underinflated, the engine overheats, a braking or airbag system
23 fault occurs, or the battery or alternator fails. Driver assistance and collision avoidance
24 safety features are also undermined, as alerts and warnings fail to display.

25 10. The Instrument Cluster Defect exposes occupants of the Class Vehicles, as
26 well as others who share the road with them, to an increased risk of accident, injury, or
27 death. As discussed further herein, numerous owners and lessees of the Class Vehicles
28

1 have experienced the Instrument Cluster Defect, placing themselves and those around
2 them in immediate danger.

3 11. Kia actively concealed the fact of the Instrument Cluster Defect from Class
4 Vehicle purchasers. Its concealment of these important facts not only threatened the
5 safety of occupants but diminished the intrinsic and resale value of the Class Vehicles.

6 12. Kia has long been aware of the Instrument Cluster Defect but has failed to
7 repair the Class Vehicles when they display symptoms consistent with the defect, instead
8 choosing to recommend costly repairs the vehicle owner must pay for.

9 13. Many owners and lessees of the Class Vehicles have communicated with
10 Kia and/or its agents to request that they remedy and/or address the Instrument Cluster
11 Defect, yet Kia has failed to do so, even for vehicles still within the applicable warranty
12 period.

13 14. Despite having notice and actual knowledge of the Instrument Cluster
14 Defect from the numerous complaints it has received, information received from dealers,
15 National Highway Traffic Safety Administration (“NHTSA”) complaints, and its own
16 internal records, including pre-sale testing, Kia has failed to recall and/or offer an
17 adequate repair for the Instrument Cluster Defect, and has neither offered its customers
18 suitable repairs or replacements free of charge nor offered to reimburse customers that
19 have incurred out-of-pocket expenses to repair the defect.

20 15. As a result of Kia’s unfair, deceptive, and/or fraudulent business practices,
21 owners and/or lessees of the Class Vehicles, including Plaintiffs, have suffered an
22 ascertainable loss of money and/or property and/or loss in value. Kia conducted these
23 unfair and deceptive trade practices in a manner giving rise to substantial aggravating
24 circumstances.

25 16. Had Plaintiffs and other Class Members known of the Instrument Cluster
26 Defect at the time of purchase or lease, they would not have bought or leased the Class
27 Vehicles or would have paid substantially less for them.

28

1 17. As a result of the Instrument Cluster Defect, Plaintiffs and the Class
2 Members have suffered injury in fact, incurred damages, and have otherwise been
3 harmed by Kia's actions.

4 II JURISDICTION AND VENUE

5 18. This Court has subject matter jurisdiction of this action pursuant to 28
6 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more
7 class Members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000,
8 exclusive of interest and costs, and (iii) there is minimal diversity because at least one
9 plaintiff and one defendant are citizens of different States. This court has supplemental
10 jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

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

15 20. Kia has purposefully availed itself of the benefits and protections of this
16 district by conducting continuous and systematic substantial business in this district,
17 directing advertising and marketing materials to this District, and intentionally and
18 purposefully placing Class Vehicles into the stream of commerce within this District and
19 throughout the United States with the expectation and intent that they would be
20 purchased by consumers.

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

1 **III PARTIES**

2 **A. Plaintiff Chris O’Connell (New York)**

3 22. Plaintiff Chris O’Connell, a male adult, is a resident of Franklin Square,
4 New York. In March 2023, Mr. O’Connell purchased a new 2023 Kia Telluride from
5 South Shore Kia, a certified Kia dealership in Copiague, Suffolk County, New York.
6 Neither Kia, nor any of its agents, dealers, or other representatives warned Mr. O’Connell
7 about the Instrument Cluster Defect’s existence prior to, or any time after, his purchase.

8 23. Prior to purchasing the vehicle, Mr. O’Connell reviewed the new vehicle
9 window sticker placed on the vehicle’s window. The window sticker advertised the
10 vehicle’s various features (such as the price, specifications, gas mileage, equipment and
11 warranty details and crash test ratings) and Mr. O’Connell relied on the advertisements
12 contained within the window sticker when deciding to purchase the vehicle. The window
13 sticker did not state that the vehicle suffered from any defects.

14 24. Prior to purchasing the vehicle, Mr. O’Connell spoke with salespeople at
15 South Shore Kia who made representations about the vehicle, but they did not disclose
16 the Instrument Cluster Defect prior to selling Mr. O’Connell the vehicle.

17 25. Mr. O’Connell has experienced multiple recurrent failures of the Instrument
18 Cluster Defect. He presented his vehicle for repair at South Shore Kia on three separate
19 occasions as a result of the defect.

20 26. Mr. O’Connell has and does own and use the vehicle for personal, family,
21 and/or household uses.

22 **B. Plaintiff Michael Roden (New York)**

23 27. Plaintiff Michael Roden, a male adult, is a resident of Oakdale, New York.
24 In June 2025, Mr. Roden purchased a new 2025 Kia Telluride from Generation Kia, a
25 certified Kia dealership in Bohemia, Suffolk County, New York. Neither Kia, nor any of
26 its agents, dealers, or other representatives warned Mr. Roden about the Instrument
27 Cluster Defect’s existence prior to, or any time after, his purchase.

1 28. Prior to purchasing the vehicle, Mr. Roden reviewed the new vehicle
2 window sticker placed on the vehicle's window. The window sticker advertised the
3 vehicle's various features (such as the price, specifications, gas mileage, equipment and
4 warranty details and crash test ratings) and Mr. Roden relied on the advertisements
5 contained within the window sticker when deciding to purchase the vehicle. The window
6 sticker did not state that the vehicle suffered from any defects.

7 29. Prior to purchasing the vehicle, Mr. Roden spoke with salespeople at
8 Generation Kia who made representations about the vehicle, but they did not disclose the
9 Instrument Cluster Defect prior to selling Mr. Roden the vehicle.

10 30. Mr. Roden has experienced multiple intermittent failures of the Instrument
11 Cluster Defect. He has discussed the problem with Generation Kia; however, he has been
12 unable to replicate the failure at the time of presenting the vehicle for service, and the
13 defect has not been resolved.

14 31. Mr. Roden has and does own and use the vehicle for personal, family, and/or
15 household uses.

16 **C. Plaintiff Renee Sevor (New York)**

17 32. Plaintiff Renee Sevor, a female adult, is a resident of Rochester, New York.
18 In March 2025, Ms. Sevor purchased a new 2024 Kia Telluride from Mattews Kia of
19 Greece, a certified Kia dealership in Rochester, Monroe County, New York. Neither Kia,
20 nor any of its agents, dealers, or other representatives warned Ms. Sevor about the
21 Instrument Cluster Defect's existence prior to, or any time after, his purchase.

22 33. Prior to purchasing the vehicle, Ms. Sevor reviewed the new vehicle window
23 sticker placed on the vehicle's window. The window sticker advertised the vehicle's
24 various features (such as the price, specifications, gas mileage, equipment and warranty
25 details and crash test ratings) and Ms. Sevor relied on the advertisements contained
26 within the window sticker when deciding to purchase the vehicle. The window sticker did
27 not state that the vehicle suffered from any defects.

28

1 34. Prior to purchasing the vehicle, Ms. Sevor spoke with salespeople at
2 Matthews Kia who made representations about the vehicle, but they did not disclose the
3 Instrument Cluster Defect prior to selling Ms. Sevor the vehicle.

4 35. Ms. Sevor has experienced failures of the Instrument Cluster Defect. She
5 presented her vehicle for service at Matthews Kia of Greece to address the failure of the
6 instrument cluster; however, the service department was unable to replicate the problem,
7 and the defect has not been resolved.

8 36. Ms. Sevor has and does own and use the vehicle for personal, family, and/or
9 household uses.

10 **D. Plaintiff David Smollett (New York)**

11 37. Plaintiff David Smollett, a male adult, is a resident of Lynbrook, New York.
12 In December 2024, Mr. Roden purchased a new 2025 Kia Telluride from South Shore
13 Kia, a certified Kia dealership in Copiague, Suffolk County, New York. Neither Kia, nor
14 any of its agents, dealers, or other representatives warned Mr. Smollett about the
15 Instrument Cluster Defect's existence prior to, or any time after, his purchase.

16 38. Prior to purchasing the vehicle, Mr. Smollett reviewed the new vehicle
17 window sticker placed on the vehicle's window. The window sticker advertised the
18 vehicle's various features (such as the price, specifications, gas mileage, equipment and
19 warranty details and crash test ratings) and Mr. Smollett relied on the advertisements
20 contained within the window sticker when deciding to purchase the vehicle. The window
21 sticker did not state that the vehicle suffered from any defects.

22 39. Prior to purchasing the vehicle, Mr. Smollett spoke with salespeople at
23 South Shore Kia who made representations about the vehicle, but they did not disclose
24 the Instrument Cluster Defect prior to selling Mr. Smollett the vehicle.

25 40. Mr. Smollett has experienced multiple failures of the Instrument Cluster
26 Defect. He presented his vehicle for repair of the instrument cluster at South Shore Kia,
27 whose service department stated that they could not find a problem with the vehicle. The
28 defect has not been resolved.

1 41. Mr. Smollett still owns and uses the vehicle for personal, family, and/or
2 household uses.

3 **E. Plaintiff Megan O’Neil (Pennsylvania)**

4 42. Plaintiff Megan O’Neil, a female adult, is a resident of Huntingdon Valley,
5 Pennsylvania. In September 2025, Ms. O’Neil purchased a certified pre-owned 2024 Kia
6 Telluride from Bergey’s Kia of Wilkes Barre, a certified Kia dealership in Larksville,
7 Luzerne County, Pennsylvania. Neither Kia, nor any of its agents, dealers, or other
8 representatives warned Ms. O’Neil about the Instrument Cluster Defect’s existence prior
9 to, or any time after, her purchase.

10 43. Prior to purchasing the vehicle, Ms. O’Neil reviewed the new vehicle
11 window sticker placed on the vehicle’s window. The window sticker advertised the
12 vehicle’s various features (such as the price, specifications, gas mileage, equipment and
13 warranty details and crash test ratings) and Ms. O’Neil relied on the advertisements
14 contained within the window sticker when deciding to purchase the vehicle. The window
15 sticker did not state that the vehicle suffered from any defects.

16 44. Prior to purchasing the vehicle, Ms. O’Neil spoke with salespeople at
17 Bergey’s Kia of Wilkes Barre who made representations about the vehicle, but they did
18 not disclose the Instrument Cluster Defect prior to selling Ms. O’Neil the vehicle.

19 45. Ms. O’Neil has experienced multiple failures of the Instrument Cluster
20 Defect. She contacted Bergey’s Kia regarding the problem, who advised that the
21 intermittent nature of the defect requires it to be actively manifesting at the time the
22 vehicle is presented for repair. As a result, the defect has not been resolved.

23 46. Ms. O’Neil has and does own and use the vehicle for personal, family,
24 and/or household uses.

25 **F. Defendants**

26 47. Defendant Kia America, Inc. (“Kia America”) is an automobile design,
27 manufacturing, distribution, and/or service corporation doing business within the United
28

1 States. Furthermore, Kia America designs, develops, manufactures, markets, sells, leases,
2 warrants, services, and repairs passenger vehicles, including the Class Vehicles.

3 48. Defendant Kia America is incorporated and headquartered in the State of
4 California with its principal place of business at 111 Peters Canyon Road, Irvine,
5 California 92606. Kia America is the domestic sales and marketing division of its parent
6 company, Kia Corporation.

7 49. Defendant Kia Corporation is a South Korean corporation with principal
8 place of business located at 12 Heolleung-ro, Seocho-gu, Seoul, 06797, South Korea. Kia
9 Corporation is an automobile design, manufacturing, distribution, and/or service
10 corporation doing business in the United States, California, and this judicial district,
11 directly or through its wholly-owned subsidiary Kia America.

12 50. At all times relevant to this action, the Kia Defendants manufactured, sold,
13 and warranted the Class Vehicles throughout the United States. The Kia Defendants
14 and/or their agents, divisions, or subsidiaries designed, manufactured, and installed the
15 instrument cluster on the Class Vehicles.

16 51. The true names and capacities of the Defendants sued herein as DOES 1
17 through 100, inclusive, are currently unknown to Plaintiffs, who therefore sue such
18 Defendants by such fictitious names. Each of the Defendants designated herein as a DOE
19 is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs
20 will seek leave of Court to amend this Complaint to reflect the true names and capacities
21 of the Defendant designated herein as DOES when such identities become known.

22 52. Based upon information and belief, Plaintiffs allege that, at all times
23 mentioned herein, each and every Defendant was acting as an agent and/or employee of
24 each of the other Defendants, and at all times mentioned was acting within the course and
25 scope of said agency and/or employment with the full knowledge, permission, and
26 consent of each of the other Defendants. In addition, each of the acts and/or omissions of
27 each Defendant alleged herein were made known to, and ratified by, each of the other
28 Defendants.

IV FACTUAL ALLEGATIONS

A. Kia's Dependability, Warranty, and Safety Representations Were Material to Plaintiffs' and Class Members' Purchases

53. Kia widely promotes its vehicles as high-quality, durable, and backed by long-term protection designed to give buyers confidence in their purchase. On its official U.S. warranty pages, Kia states that it “believe[s] in the outstanding quality and durability of every new Kia that rolls off the assembly line” and urges customers to “[l]et our confidence be yours with our industry-leading 10-year/100,000-mile warranty program.”¹

54. Kia's 5-year/60,000 mile limited basic warranty and 10-year/100,000-mile limited powertrain warranty are the centerpiece of its consumer marketing strategy and a material inducement to purchase. Kia promotes the warranty program as evidence of its confidence in the long-term mechanical integrity of its vehicles. As part of this program, Kia promised Plaintiffs and each Class Member that it would arrange for an Authorized Kia dealer “to provide for the repair of your vehicle if it fails to function properly during normal use. Authorized service facilities will remedy such failure to function properly at Kia's expense[.]” Notwithstanding this, Kia has systematically failed to remedy the Instrument Cluster Defect at no charge as its warranty program requires and, instead, has directed Class Members to incur out-of-pocket costs for repairs or has declined to repair the defect at all.

55. Kia also markets itself as a leader in vehicle safety, prominently featuring its driver-assistance technology as a selling point for the 2023-2025 Telluride Class Vehicles. For example, safety features that Kia's ADAS and Features & Functions Guides document as standard or available on the 2023–2025 Kia Telluride include, but are not limited to: Forward Collision-Avoidance Assist, Lane Keeping Assist, Lane Following Assist, Blind-Spot Collision Warning, Driver Attention Warning, Leading Vehicle Departure Alert, Smart Cruise Control, Highway Driving Assist, Intelligent

¹ <https://owners.kia.com/content/owners/en/service-page/warranty.html> (last visited February 25, 2026).

1 Speed Limit Assist, Tire Pressure Monitoring System, Instrument Cluster LCD Driving
2 Assist Mode, and Safe Exit Assist.

3 56. The Class Vehicles also are intended to display thirty-five separate warning
4 indicators and telltales displayed on the instrument cluster—including the airbag warning
5 light, ABS warning light, Electronic Stability Control warning light, engine oil pressure
6 warning light, charging system warning light, master warning light, and low fuel level
7 warning light. These indicators are the exclusive means by which the driver receives
8 notification of safety-critical vehicle system faults.

9 57. Every safety feature described above depends entirely on an operational
10 instrument cluster display to communicate its status and alerts to the driver. This is not an
11 incidental design choice—it is the explicit architecture that Kia documented, marketed,
12 and delivered to Class Members. Kia designed and presented the panoramic instrument
13 cluster as the integrated command center for all ADAS information. With the exception
14 of audible chimes—which, as documented in the NHTSA complaints described herein,
15 also fail when the cluster malfunctions—every visual status indicator, every warning
16 message, and every active alert for each of the ADAS features listed above is delivered
17 exclusively through the panoramic instrument cluster. There is no independent display,
18 no redundant screen, and no analog or mechanical fallback. When the Instrument Cluster
19 Defect causes the display to go blank, each and every safety feature Kia documented,
20 marketed, and warranted as protecting the driver and occupants of the Class Vehicles is
21 simultaneously rendered incapable of delivering its alert to the driver.

22 58. Kia's warranty commitments and safety representations were material to
23 Plaintiffs' and Class Members' decisions to purchase or lease the Class Vehicles, and to
24 pay the prices they paid. Plaintiffs and Class Members paid a price premium that
25 reflected, in part, the value of the advanced safety technologies Kia documented and
26 warranted, and the assurance of quality and durability conveyed by Kia's warranty
27 program.
28

1 59. Had Plaintiffs and Class Members known that the Class Vehicles were
2 afflicted with the Instrument Cluster Defect—a recurring failure that simultaneously
3 disables every ADAS system Kia documented and marketed, renders the vehicle
4 noncompliant with FMVSS Nos. 101 and 138, and for which Kia had no durable fix—
5 they would not have purchased or leased the Class Vehicles, or would have paid
6 substantially less for them.

7 **B. The Class Vehicles Suffer from the Instrument Cluster Defect**

8 60. The Class Vehicles are model year 2023, 2024, and 2025 Kia Telluride sport
9 utility vehicles equipped with Kia’s 12.3-inch panoramic digital instrument cluster
10 display. The instrument cluster is the sole means by which drivers of the Class Vehicles
11 receive real-time vehicle data, including all safety-critical information mandated by
12 FMVSS Nos. 101 and 138.

13 61. The panoramic digital instrument cluster installed in the Class Vehicles is a
14 fully digital LCD display assembly. The cluster integrates all of the following displays
15 into a single all-digital screen: tachometer, turn signal indicators, temperature gauge,
16 speedometer, indicator and warning lights, gear shift position indicator, odometer, trip
17 computer, fuel gauge, and ADAS features. Because the display is entirely digital, there is
18 no analog or mechanical fallback—if the cluster fails, the driver has no access
19 whatsoever to any of this information.

20 62. Federal law mandates that vehicle instrument clusters meet the visibility and
21 illumination requirements of Federal Motor Vehicle Safety Standard ("FMVSS") No. 101
22 which governs required controls and displays, and FMVSS No. 138, which mandates
23 continuous and reliable display of tire pressure warning information. A blank instrument
24 cluster renders the Class Vehicles noncompliant with both FMVSS Nos. 101 and 138.

25 63. The Class Vehicles are afflicted with a latent defect in the 12.3-inch digital
26 instrument cluster—the Instrument Cluster Defect—that causes the instrument cluster
27 display to go completely blank during vehicle operation. The blank-screen condition may
28 occur at vehicle startup or during active driving, including at highway speeds.

1 64. When the Instrument Cluster Defect manifests, the display panel presents as
2 a completely black screen with no discernible output. Drivers of the affected Class
3 Vehicles are deprived of all information the cluster is required by federal law and Kia's
4 own design specifications to display. The defect renders the entire digital instrument
5 cluster inoperable and can persist for the duration of a drive, may recur within the same
6 drive, and in some instances cannot be resolved by cycling the ignition.

7 65. Multiple related failure modes have been reported and are consistent with
8 the Instrument Cluster Defect, including:

- 9 • complete blank/black screen at vehicle startup, with the cluster failing to
10 initialize following the boot sequence;
- 11 • intermittent blank screen during active vehicle operation, including at
12 highway speeds;
- 13 • display freezing on the last-displayed values, rendering gauge readings
14 (e.g., speedometer, fuel) inaccurate;
- 15 • partial cluster failure accompanied by loss of audible alerts (turn signal
16 chime, reverse proximity sensors) and failure of the gear selection
17 indicator;
- 18 • cluster displaying erroneous data (e.g., showing 0 MPH while vehicle is
19 in motion, displaying wrong compass direction); and
- 20 • recurrent blank screen that persists after ignition cycling and/or cannot be
21 resolved without disconnecting the 12-volt battery.

22 66. The Instrument Cluster Defect is not the result of consumer misuse,
23 accident, or external damage. It manifests spontaneously, without warning, and often
24 within days or weeks of a Class Vehicle's initial delivery to a consumer. Numerous
25 owners reported the defect first occurring with fewer than 250 miles on the odometer, and
26 some reported it on the first day of ownership.

27 67. The defect is systemic and uniform across the Class Vehicles. It affects
28 vehicles across the 2023, 2024, and 2025 model years and is not limited to a particular

1 trim level or production run. The volume and consistency of consumer complaints
2 described herein, spanning multiple model years, demonstrate that the Instrument Cluster
3 Defect arises from a common design and/or manufacturing defect shared by all Class
4 Vehicles.

5 68. The Instrument Cluster Defect is latent in that it existed prior to the time of
6 sale but is not discoverable through reasonable inspection at the time of purchase or
7 lease. Consumers have no means to detect the defect prior to manifestation, and there is
8 no visual or mechanical indicator that differentiates an affected instrument cluster from
9 an unaffected one.

10 69. The Instrument Cluster Defect in the Class Vehicles is causally and
11 technically related to defects for which Kia has previously issued safety recalls affecting
12 other Kia model lines.

13 **C. Safety Risks Posed by the Instrument Cluster Defect**

14 70. The Instrument Cluster Defect poses a serious and unreasonable safety risk
15 to Plaintiffs, Class Members, Class Vehicle occupants, and the public. When the
16 instrument cluster fails, the driver is left without any of the safety-critical information the
17 cluster is intended to provide.

18 71. Loss of speedometer functionality is among the most immediately dangerous
19 consequences of the Instrument Cluster Defect. A driver who cannot confirm their
20 vehicle's speed cannot ensure compliance with posted speed limits and driving
21 conditions, cannot safely judge stopping distances, and cannot respond appropriately to
22 variable speed zones including school zones, construction zones, and highway on/off
23 ramps.

24 72. Loss of TPMS display functionality deprives the driver of mandatory tire
25 pressure monitoring information. A tire that becomes dangerously underinflated may lead
26 to tire failure, blowout, and loss of vehicle control—risks that are substantially elevated
27 when the driver has no visibility of TPMS warning indicators.

28

1 73. The Instrument Cluster Defect also disables or impairs the display of alerts
2 from the Class Vehicles' advanced driver assistance systems ("ADAS"). Multiple
3 affected owners confirmed that when the cluster went blank, ADAS features including
4 Forward Collision Avoidance Assist, Lane Keeping Assist, Blind Spot Collision
5 Warning, and Emergency Braking ceased to provide visual alerts. Indeed, at least one
6 driver has reported that when the cluster failed, the vehicle's Forward Collision
7 Avoidance system failed to activate while the vehicle was in motion, resulting in an
8 unintended acceleration event and a collision.

9 74. Loss of gear selection indicator functionality creates an additional hazard,
10 particularly during low-speed maneuvers. The Class Vehicles utilize an electronic shift-
11 by-wire system, featuring a traditional-looking lever that returns to center (monostable)
12 rather than a mechanical linkage. As a result, the driver cannot tell what gear the vehicle
13 is in from looking at the position of the physical shift lever. Several affected owners
14 reported that when the cluster failed, the gear selector light also went dark, leaving the
15 driver uncertain of whether the vehicle was in Park, Reverse, Neutral, or Drive.

16 75. The failure of audible alerts associated with the instrument cluster system
17 compounds the safety risk. Multiple owners reported that when the cluster display went
18 blank, the audible chime accompanying turn signal activation also ceased functioning,
19 meaning drivers could operate the Class Vehicle with a turn signal activated without any
20 audio or visual confirmation—a situation that could contribute to collisions.

21 76. The safety risk is not merely theoretical. At least one owner of a 2023 Kia
22 Telluride reported that the instrument cluster went blank and the Forward Collision
23 Avoidance system failed to activate, resulting in a crash. Other reported complaints
24 describe similar near-miss situations in which drivers operated Class Vehicles at highway
25 speeds without knowledge of their actual vehicle speed.

26 **D. Consumer Complaints Regarding the Instrument Cluster Defect**

27 77. Failure of the instrument cluster in Class Vehicles has been the subject of
28 numerous complaints on the National Highway Traffic Safety Administration's Vehicle

1 Owner Questionnaire (“VOQ”) Customer Complaint Database. This publicly available
2 database contains all motor vehicle-related consumer complaints submitted to NHTSA
3 since January 2000. Consumers submit what is called a “Vehicle Owner Questionnaire”
4 in which they asked to provide information that includes, the make, model, and model
5 year of the vehicle, the approximate incident date, the mileage at which the incident
6 occurred, whether the incident involved a crash or a fire, whether any persons were
7 injured or killed in the incident, the speed of the vehicle at the time of the incident, and a
8 description of the incident along with a description of the vehicle components they
9 believe were involved in the incident. The majority of consumer complaints are
10 submitted online at www.safercar.gov where consumers can input this information
11 directly into the database through their computer. They can also submit complaints by
12 telephone through the Auto Safety Hotline, through submitting a paper Vehicle Owner
13 Questionnaire form, and by submitting consumer letters to NHTSA by mail. This
14 information is then entered into NHTSA’s ARTEMIS database where it can be searched
15 and reviewed by the general public and vehicle manufacturers alike, by make, model,
16 model year, and component. This database is promoted by NHTSA as a valuable
17 consumer information tool.

18 78. Fifty-four such complaints regarding Instrument Cluster Defect in Kia
19 Telluride vehicles have been reported to NHTSA from 2023 to the present. These
20 complaints are attached to this complaint as Exhibit 1.

21 **E. Kia’s Knowledge of the Instrument Cluster Defect**

22 79. Kia has material and long-standing knowledge of the Instrument Cluster
23 Defect. Upon information and belief, Kia, through (1) its own records of customers’
24 complaints, (2) dealership repair records, (3) records from the NHTSA, (4) warranty and
25 post-warranty claims, (5) pre-sale durability testing and part sales, and (6) other various
26 sources, was or should have been aware of the Instrument Cluster Defect.

27 80. Kia routinely monitors the internet for complaints about its vehicles. Its
28 customer relations department routinely monitors the internet for customer complaints

1 and has retained the services of third parties to do the same. Further, the customer
2 relations division regularly receives and responds to customer calls concerning, *inter alia*,
3 product defects.

4 81. In addition to the NHTSA complaints described above, there is no shortage
5 of discussion on well-traveled automobile websites about the Instrument Cluster Defect.
6 These websites regularly host discussions and comments for other members of the public
7 to review. Kia Telluride owners have made comments about the Instrument Cluster
8 Defect on several such sites:

9 I have a 2024 Kia Telluride SX FWD a few days ago my
10 wife starts it up and called me telling me the cluster wasn't
11 working. I started to check the fuse box located under the
12 driver side dash all fuses were good. I proceed to disconnect
13 the battery to reset the ECU, nothing! Then I tried the little
14 button that you have to click and hold with a hair pin next to
15 the volume knob and it did nothing. Then I tried the very last
16 thing in mind and it was installing an update using a USB
17 flash drive. It did nothing as you can see in the clip I
18 included. Kia quoted me over 5k for a new full cluster and
19 infotainment screen since they are together in one assembly.
20 And I said hell to that. I'm 8k miles over the warranty on it
21 which is why they couldn't replace it. So my question is
22 what else can I do or try to make it possibly come back to its
23 working state. [. . .] They said they couldn't due to it being
24 7k miles over the 36k mark for radio/infotainment
25 warranty.²

18 I am at the dealership now 2nd time with my brand new
19 2024 telluride I reside in pa where they have lemon law This
20 time I am not leaving until they actually fix the issue
21 disconnecting the battery is not working which they did the
22 first time.³

21 I'm currently experiencing this same issue with my car. I am
22 also in St. Louis & purchased my telluride from Jim Butler
23 locally. My cluster screen went out in January and the
24 service department still has no fix for my car. Do you have
25 any additional information or did you find a fix for yours?
26 I've gotten a case started with Kia consumer affairs & have
27 done as much as I can, but there is no end in sight for when
28 the issue will be fixed.⁴

26 My new 2024 Telluride instrument lcd panel is completely
27 black upon starting . Turned on and off. Reset the screen

² https://www.reddit.com/r/KiaTelluride/comments/1qx6dmg/24_telluride_cluster_issue/

³ https://www.reddit.com/r/KiaTelluride/comments/199bom9/2024_kia_telluride_instrument_cluster_only_gives/

⁴ https://www.reddit.com/r/KiaTelluride/comments/196pn7p/lcd_cluster_screen_blank/

1 with reset button. Radio/Media side illuminates. MPH gas
2 etc side BLACK. Can't see how fast I'm going or anything.
3 I brought to dealer and they never saw anything like it. They
4 did a computer reset no luck. The screen is blank across so I
5 can not see any gauges which is a major safety hazard. The
6 compass is backwards so the car was constantly telling me I
7 was going the wrong way down a one way. They ordered a
8 new screen on Thursday and just called to tell me the screen
9 is on BACKORDER and they can not tell me when it will be
10 available and once it is available if replacing it will even fix
11 it! Corporate said after it's been there 10 days they'll see
12 what they can do next⁵

8 82. Kia also should have known about the Instrument Cluster Defect because of
9 the sheer number of reports about failures in the Class Vehicles. For instance,
10 Defendant's customer relations department, which interacts with Kia-authorized service
11 technicians in order to identify potentially widespread vehicle problems and assist in the
12 diagnosis of vehicle issues, has received numerous reports of the Instrument Cluster
13 Defect. The customer relations department also collects and analyzes field data including,
14 but not limited to, repair requests made at dealerships and service centers, technical
15 reports prepared by engineers that have reviewed vehicles for which warranty coverage is
16 requested, parts sales reports, and warranty claims data.

17 83. Kia's warranty department similarly reviews and analyzes warranty data
18 submitted by its dealerships and authorized technicians in order to identify defect trends
19 in its vehicles. Kia dictates that when a repair is made under warranty (or warranty
20 coverage is requested), service centers must provide Kia with detailed documentation of
21 the problem and the fix that describes the complaint, cause, and correction, and also save
22 the broken parts in case Kia later determines to audit the dealership or otherwise verify
23 the warranty repair. For their part, service centers are meticulous about providing this
24 detailed information about in-warranty repairs to Kia because it will not pay the service
25 centers for the repair if the complaint, cause, and correction are not sufficiently described.

26 84. Despite possessing actual knowledge of the Instrument Cluster Defect, Kia
27 has concealed and continues to conceal the defect from prospective purchasers and
28

⁵ <https://www.facebook.com/groups/432208147570999/posts/1594205621371240/>

1 lessees of the Class Vehicles. Kia has not disclosed the Instrument Cluster Defect in any
2 consumer-facing communication, has not issued a recall for the 2023–2025 Telluride
3 vehicles featuring the defective panoramic instrument cluster, and has not offered a
4 durable free-of-charge remedy to Class Members whose vehicles are affected.

5 **F. Kia’s Failure to Adequately Remedy the Instrument Cluster Defect**

6 85. Kia has not issued a recall, Technical Safety Bulletin, over-the-air software
7 update, or other guidance on how to durably repair the Instrument Cluster Defect.

8 86. Dealers responding to owner complaints about blank instrument clusters in
9 2023- 2025 Telluride Class Vehicles have variously: (a) performed "hard resets" that
10 temporarily resolve the display failure without addressing the underlying cause;
11 (b) replaced the instrument cluster assembly, including replacements at the owner’s
12 expense; (c) represented that no active recall exists and declined to take remedial action;
13 or (d) represented an inability to replicate the intermittent failure and returned the vehicle
14 without repair. None of these dealer responses constitute an adequate remedy for the
15 Instrument Cluster Defect.

16 87. Kia’s failure to issue a recall or offer an adequate free remedy for the Class
17 Vehicles has resulted in Plaintiffs and Class Members incurring out-of-pocket costs for
18 repairs that Kia is legally and contractually responsible to perform at no charge, suffering
19 diminished use and enjoyment of their Class Vehicles, driving unsafe vehicles, and
20 owning or leasing vehicles of materially lower value than represented at the time of sale.

21 88. As a result of the Instrument Cluster Defect and the monetary costs
22 associated with attempting to repair it, Plaintiffs and the Class Members have suffered
23 injury in fact, incurred damages, and have otherwise been harmed by Kia’s conduct.
24 Accordingly, Plaintiffs bring this action to redress Kia’s violations of the consumer
25 protection statutes of their respective home states and also seek recovery for Kia’s breach
26 of implied warranty, breach of the duty of good faith and fair dealing, and fraudulent
27 concealment.

28

1 **V TOLLING OF STATUTES OF LIMITATIONS**

2 89. Any applicable statutes of limitations have been tolled by Kia’s knowing and
3 active concealment and denial of the facts alleged herein. Plaintiffs and the Class
4 Members could not have reasonably discovered the true, latent nature of the Instrument
5 Cluster Defect until shortly before this class action litigation was commenced.

6 90. In addition, even after Plaintiffs and Class Members contacted Kia and/or its
7 authorized dealers for vehicle repairs concerning the Instrument Cluster Defect, they
8 were routinely told by Kia and/or through its dealers that the Class Vehicles were not
9 defective, as set forth above, when the true cause of the failure in the Class Vehicles is
10 the defective design and/or manufacture of the instrument cluster system.

11 91. Kia was and remains under a continuing duty to disclose to Plaintiffs and the
12 Class Members the true character, quality, and nature of the Class Vehicles, that they will
13 require costly repairs, pose safety concerns, and diminish the resale value of the Class
14 Vehicles. As a result of Kia’s active concealment, any and all applicable statutes of
15 limitations otherwise applicable to the allegations herein have been tolled.

16 **VI CLASS ALLEGATIONS**

17 92. Plaintiffs bring this action on their own behalf, and on behalf of a New York
18 class and a Pennsylvania Class, pursuant to Federal Rules of Civil Procedure, Rules
19 23(a), 23(b)(2), and/or 23(b)(3), defined as follows:

20
21 **New York Class:**

22 All persons who purchased or leased, and currently possess, a Class Vehicle
23 in the State of New York.

24
25 **Pennsylvania Class:**

26 All persons who purchased or leased, and currently possess, a Class Vehicle
27 in the Commonwealth of Pennsylvania.
28

1 93. The New York Class and Pennsylvania Class shall be collectively referred to
2 herein as the “Class.” Excluded from the Class are Kia, their affiliates, employees,
3 officers and directors, persons or entities that purchased the Class Vehicles for resale, and
4 the Judge(s) assigned to this case. Plaintiff reserves the right to modify, change, or
5 expand the Class definitions based on discovery and further investigation.

6 94. **Numerosity:** Upon information and belief, the Class is so numerous that
7 joinder of all Members is impracticable. While the exact number and identities of
8 individual Members of the Class are unknown at this time, such information being in the
9 sole possession of Defendant and obtainable by Plaintiffs only through the discovery
10 process, Plaintiffs believes, and on that basis allege, that hundreds of thousands of Class
11 Vehicles have been sold and leased in each of the states that are the subject of the Class.

12 95. **Existence and Predominance of Common Questions of Fact and Law:**
13 Common questions of law and fact exist as to all Members of the Class. These questions
14 predominate over the questions affecting individual Class Members. These common legal
15 and factual questions include, but are not limited to, whether:

- 16 • the Class Vehicles were sold with defects;
- 17 • Defendants knew of the defects but failed to disclose the problems and their
18 consequences to their customers;
- 19 • a reasonable consumer would consider the defect or its consequences to be
20 material;
- 21 • Kia should be required to disclose the existence of the defect; and
- 22 • Kia’s conduct violates the statutes and laws asserted herein.

23 96. **Typicality:** All of Plaintiffs’ claims are typical of the claims of the Class
24 because Plaintiffs purchased Class Vehicles with the panoramic instrument cluster
25 design, as did each member of the Class. Furthermore, Plaintiffs and all Members of the
26 Class sustained monetary and economic injuries including, but not limited to,
27 ascertainable losses arising out of Kia’s wrongful conduct. Plaintiffs are advancing the
28 same claims and legal theories on behalf of themselves and all absent Class Members.

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

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

21 99. Kia has acted, and refused to act, on grounds generally applicable to the
22 Class, thereby making appropriate final equitable relief with respect to the Class as a
23 whole.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **VII CAUSES OF ACTION**

2 **A. Claims Brought on Behalf of the New York Class**

3 **FIRST CAUSE OF ACTION**

4 **VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW SECTION 349**

5 **(N.Y. Gen. Bus. Law § 349)**

6 100. Plaintiffs Chris O’Connell, Michael Roden, Renee Sevor, and David
7 Smollett on behalf of themselves and the New York Class, reallege and incorporate by
8 reference all paragraphs as though fully set forth herein, and claim as follows.

9 101. New York General Business Law (“G.B.L.”) § 349 makes unlawful
10 “[d]eceptive acts or practices in the conduct of any business, trade or commerce.”

11 102. Kia willfully failed to disclose and actively concealed the dangerous risks
12 created by the Instrument Cluster Defect in the Class Vehicles. Accordingly, Kia made
13 untrue, deceptive or misleading representations of material facts and omitted and/or
14 concealed material facts.

15 103. Kia engaged in deceptive acts or practices when it failed to disclose material
16 information concerning the Class Vehicles. Kia deliberately withheld information about
17 the defect in order to ensure that consumers would purchase its vehicles.

18 104. The Instrument Cluster Defect is material to Plaintiffs and the Class. Had
19 Plaintiffs and the Class Members known that the Class Vehicles had these serious safety
20 defects, they would not have purchased the Class Vehicles.

21 105. Because Kia’s deception decreases automobile safety for riders and the
22 general public, its deception affects the public interest.

23 106. Kia’s unlawful conduct constitutes unfair acts or practices that have the
24 capacity to, and that do, deceive consumers and have a broad impact on consumers at
25 large.

26 107. Plaintiffs and the Class suffered injury caused by Kia’s failure to disclose
27 material information. Plaintiffs and the Class overpaid for their vehicles and did not
28 receive the benefit of their bargain. The value of the Class Vehicles has diminished as a

1 result of the Instrument Cluster Defect, and Plaintiffs and the Class own vehicles that are
2 not safe.

3 108. Pursuant to G.B.L. § 349, Plaintiff and the Class Members are entitled to
4 recover the greater of actual damages or \$50. Because Kia acted willfully or knowingly,
5 Plaintiffs and the Class are entitled to recover three times actual damages, up to \$1,000.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW SECTION 350**

8 **(N.Y. Gen. Bus. Law § 350)**

9 109. Plaintiffs Chris O’Connell, Michael Roden, Renee Sevor, and David
10 Smollett on behalf of themselves and the New York Class, reallege and incorporate by
11 reference all paragraphs as though fully set forth herein, and claim as follows.

12 110. New York General Business Law § 350 makes unlawful "[f]alse advertising
13 in the conduct of any business, trade or commerce or in the furnishing of any service in
14 this state."

15 111. New York General Business Law § 350-a(1) defines "false advertising" to
16 include advertising that is "misleading in a material respect," including by reason of the
17 "failure to reveal facts material to the purchase."

18 112. Kia is and was at all relevant times engaged in the conduct of business,
19 trade, or commerce in the State of New York within the meaning of G.B.L. § 350.

20 113. Kia engaged in extensive advertising and marketing directed at New York
21 consumers to promote the purchase and lease of the Class Vehicles. Kia’s marketing
22 materials—including, but not limited to, vehicle window stickers, dealer promotional
23 materials, Kia’s official website, and the warranty, features, and functions materials made
24 available at the point of sale—affirmatively promoted the Class Vehicles as safe,
25 dependable, and equipped with a suite of advanced driver-assistance features designed to
26 protect drivers and passengers.

27 114. Among the representations made in Kia’s advertising and marketing
28 materials were prominent depictions and descriptions of the Class Vehicles’ ADAS

1 safety systems, including Forward Collision-Avoidance Assist, Lane Keeping Assist,
2 Lane Following Assist, Blind-Spot Collision Warning, Driver Attention Warning,
3 Leading Vehicle Departure Alert, Smart Cruise Control, Highway Driving Assist,
4 Intelligent Speed Limit Assist, Tire Pressure Monitoring System, Instrument Cluster LCD
5 Driving Assist Mode, and Safe Exit Assist. Kia's advertising also highlighted the Class
6 Vehicles' ten-year/100,000-mile warranty program as evidence of the quality and
7 durability of its vehicles.

8 115. Kia's advertising was false and misleading in a material respect in that it
9 failed to disclose facts material to the purchase of the Class Vehicles—namely, that the
10 12.3-inch panoramic digital instrument cluster installed in the Class Vehicles is subject to
11 the Instrument Cluster Defect, a latent defect causing the instrument cluster display to
12 intermittently and/or suddenly go completely blank during vehicle operation, thereby
13 simultaneously disabling every ADAS safety feature Kia advertised and eliminating the
14 driver's access to all safety-critical vehicle information mandated by FMVSS Nos. 101
15 and 138.

16 116. Kia knew, or reasonably should have known, of the Instrument Cluster
17 Defect at the time it disseminated the advertising described above. Despite this
18 knowledge, Kia failed to disclose the existence of the Instrument Cluster Defect in any of
19 its advertising or marketing materials directed at New York consumers.

20 117. The omitted facts were material because a reasonable consumer would
21 consider the propensity of the instrument cluster—the sole interface through which every
22 advertised safety feature delivers alerts to the driver — to go completely blank during
23 vehicle operation to be important in deciding whether to purchase or lease a Class
24 Vehicle, and at what price. No reasonable consumer would have purchased or leased a
25 Class Vehicle, or would have paid the price they paid, had they known that the advertised
26 safety features could be rendered simultaneously inoperable by a recurring defect for
27 which Kia had no durable remedy.
28

1 118. Kia’s false advertising by omission constitutes consumer-oriented conduct
2 that has deceived and is likely to deceive New York consumers in a material way, and
3 that has a broad impact on the consuming public.

4 119. As a direct and proximate result of Kia’s violations of G.B.L. § 350,
5 Plaintiffs O’Connell, Roden, Sevor, and Smollett, and the New York Class Members,
6 have suffered injury in fact and ascertainable losses, including but not limited to:
7 overpayment for the Class Vehicles, loss of the benefit of the bargain, and diminution in
8 the value of the Class Vehicles.

9 120. Pursuant to G.B.L. § 350-e(3), Plaintiffs and the New York Class Members
10 are entitled to recover the greater of their actual damages or \$500 per violation. Because
11 Kia acted willfully or knowingly in concealing the Instrument Cluster Defect from New
12 York consumers, Plaintiffs and the New York Class Members are entitled to recover up
13 to three times their actual damages, in an amount not to exceed \$10,000 per violation.

14 121. Plaintiffs and the New York Class Members are also entitled to an award of
15 reasonable attorneys’ fees and costs pursuant to G.B.L. § 350-e(3), and to injunctive
16 relief directing Kia to cease its deceptive advertising practices and to provide adequate
17 notice of the Instrument Cluster Defect.

18 **THIRD CAUSE OF ACTION**

19 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

20 **(N.Y. U.C.C. §§ 2-314 and 2A-212)**

21 122. Plaintiffs Chris O’Connell, Michael Roden, Renee Sevor, and David
22 Smollett on behalf of themselves and the New York Class, reallege and incorporate by
23 reference all paragraphs as though fully set forth herein, and claim as follows.

24 123. Kia is, and was, at all relevant times a “merchant” with respect to motor
25 vehicles under N.Y. UCC Law § 2-104(1) and “sellers” of motor vehicles under § 2-
26 103(1)(d).

27 124. The Class Vehicles are and were at all relevant times “goods” within the
28 meaning of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

1 125. Under N.Y. U.C.C. §§ 2-314 and 2A-212, a warranty that the Class Vehicles
2 were in merchantable condition was implied by law in the transactions when Plaintiffs
3 purchased or leased their Class Vehicles from Kia.

4 126. The vehicles Kia sells are “things of danger,” in that they are of such a
5 character that when used for the purpose for which they are made they are likely to be a
6 source of danger to several or many people if not properly designed and fashioned.

7 127. A warranty that the Class Vehicles were in merchantable condition is
8 implied by law in the instant transactions.

9 128. Kia breached the implied warranty of merchantability in that the Class
10 Vehicles, when sold and at all times thereafter, were not in merchantable condition and
11 are not fit for the ordinary purpose for which cars are used. Specifically, the Class
12 Vehicles are inherently defective due to the presence of the Instrument Cluster Defect.

13 129. Kia was provided notice of these issues by numerous complaints filed
14 against it, including the instant complaint, and by numerous individual letters and
15 communications sent by Plaintiffs and the Class.

16 130. As a direct and proximate result of Kia’s breach of the warranties of
17 merchantability, Plaintiffs and the Class have been damaged in an amount to be proven at
18 trial.

19 **FOURTH CAUSE OF ACTION**
20 **FRAUDULENT CONCEALMENT**
21 **(New York Common Law)**

22 131. Plaintiffs Chris O’Connell, Michael Roden, Renee Sevor, and David
23 Smollett on behalf of themselves and the New York Class, reallege and incorporate by
24 reference all paragraphs as though fully set forth herein, and claim as follows.

25 132. Kia concealed, suppressed, and/or omitted material facts concerning the
26 Instrument Cluster Defect from Plaintiffs and the New York Class. Specifically, Kia
27 failed to disclose that the 12.3-inch panoramic digital instrument cluster installed in the
28 Class Vehicles is subject to a latent defect causing the display to go completely blank

1 during vehicle operation—a failure mode that simultaneously disables every ADAS
2 safety feature Kia documented, marketed, and warranted and deprives the driver of all
3 safety-critical vehicle information mandated by FMVSS Nos. 101 and 138.

4 133. The existence and nature of the Instrument Cluster Defect, its safety
5 consequences, and Kia’s inability to provide a durable repair were each material facts. A
6 reasonable consumer would consider these facts important in deciding whether to
7 purchase or lease a Class Vehicle and at what price. No reasonable consumer would have
8 purchased or leased a Class Vehicle at the price paid had they known the instrument
9 cluster—the sole interface through which every advertised safety feature delivers its
10 alerts—was prone to complete and recurring failure for which Kia had no lasting remedy.

11 134. Kia had a duty to disclose these omitted facts, because where one does speak
12 one must speak the whole truth and not conceal any facts which materially qualify those
13 facts stated. One who volunteers information must be truthful, and the telling of a half-
14 truth calculated to deceive is fraud.

15 135. In addition, Kia had a duty to disclose these omitted material facts because
16 they were known and/or accessible only to Kia, who had superior knowledge and access
17 to the facts. Kia knew that those facts were not known to or reasonably discoverable by
18 Plaintiffs and the New York Class members. These omitted facts were material because
19 they directly impact the safety and reliability of the Class Vehicles.

20 136. Defendants were in exclusive control of the material facts and such facts
21 were not known to the public or the New York Class members. Defendants also
22 possessed exclusive knowledge of the Instrument Cluster Defect rendering Class
23 Vehicles inherently more dangerous and unreliable than similar vehicles.

24 137. Defendants actively concealed and/or suppressed these material facts, in
25 whole or in part, with the intent to induce Plaintiffs and the New York Class members to
26 purchase the Class Vehicles at a higher price for the vehicles, which did not match the
27 vehicles’ true value.

28

1 138. Plaintiffs and the New York Class members were unaware of these omitted
2 material facts and would not have acted as they did if they had known of the concealed
3 and/or suppressed facts. The actions of Plaintiffs and the New York Class members were
4 justified.

5 139. Plaintiffs and the New York Class members reasonably relied on these
6 omissions and suffered damages as a result.

7 140. As a result of these omissions and concealments, Plaintiffs and the New
8 York Class members incurred damages including, but not limited to, their lost benefit of
9 the bargain and overpayment at the time of purchase or lease and/or the diminished
10 intrinsic value of their Class Vehicles.

11 141. Defendants' acts were done maliciously, oppressively, deliberately, with
12 intent to defraud, and in reckless disregard of the rights of Plaintiffs and the New York
13 Class members. Defendants' conduct warrants an assessment of punitive damages in an
14 amount sufficient to deter such conduct in the future, which amount is to be determined
15 according to proof.

16 **FIFTH CAUSE OF ACTION**

17 **UNJUST ENRICHMENT**

18 **(New York Common Law)**

19 142. Plaintiffs Chris O'Connell, Michael Roden, Renee Sevor, and David
20 Smollett on behalf of themselves and the New York Class, reallege and incorporate by
21 reference all paragraphs as though fully set forth herein, and claim as follows.

22 143. As a result of their wrongful and fraudulent acts and omissions, as set forth
23 above, pertaining to the design and/or manufacturing defect of their vehicles and the
24 concealment of the Instrument Cluster Defect described herein, Kia charged a higher
25 price for their vehicles than the vehicles' true value and Defendants obtained monies
26 which rightfully belong to Plaintiffs and the New York Class members.

27 144. Kia enjoyed the benefit of increased financial gains, to the detriment of
28 Plaintiffs and the New York Class members, who paid a higher price for vehicles which

1 actually had lower values. It would be inequitable and unjust for Kia retain these
2 wrongfully obtained profits.

3 145. Plaintiffs, therefore, seeks an order establishing GM as a constructive trustee
4 of the profits unjustly obtained, plus interest.

5 **B. Claims Brought on Behalf of the Pennsylvania Class**

6 **SIXTH CAUSE OF ACTION**

7 **VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND**

8 **CONSUMER PROTECTION LAW**

9 **(73 P.S. §§ 201-1–201-9.2)**

10 146. Plaintiff Megan O’Neil, on behalf of herself and the Pennsylvania Class,
11 realleges and incorporates by reference all paragraphs as though fully set forth herein,
12 and claims as follows.

13 147. All of the acts complained of herein were perpetrated by Kia in the course of
14 trade or commerce within the meaning of 73 P.S. § 201-2(3).

15 148. The Pennsylvania Unfair Trade Practices and Consumer Protection Law
16 (“Pennsylvania UTPCPL”) prohibits unfair or deceptive acts or practices, including:
17 (i) “Representing that goods or services have . . . characteristics, . . . [b]enefits or
18 qualities that they do not have;” (ii) “Representing that goods or services are of a
19 particular standard, quality or grade . . . if they are of another;” (iii) “Advertising goods
20 or services with intent not to sell them as advertised;” and (iv) “Engaging in any other
21 fraudulent or deceptive conduct which creates a likelihood of confusion or
22 misunderstanding.” 73 P.S. § 201-2(4). Kia engaged in unlawful trade practices, and
23 unfair or deceptive acts or practices that violated Pennsylvania UTPCPL.

24 149. The unfair and deceptive practices engaged in by Kia, as described herein,
25 occurred in the course of conduct involving trade or commerce, and constituted unfair
26 methods of competition and unfair or deceptive acts or practices within the meaning of
27 the Pennsylvania UTPCPL.
28

1 150. Kia's acts and practices were unfair and created a likelihood of confusion or
2 misunderstanding and misled, deceived, or damaged Plaintiff and members of the
3 Pennsylvania Class in connection with the sale of the Class Vehicles. Kia's conduct also
4 constituted the use or employment of deception, fraud, false pretense, false promise,
5 misrepresentation, or the knowing concealment, suppression, or omission in connection
6 with the sale or advertisement of goods or services, whether or not a person has in fact
7 been misled, deceived, or damaged in violation of the Pennsylvania UTPCPL.

8 151. Kia's conduct proximately caused injuries to Plaintiff and the other
9 Pennsylvania Class Members.

10 152. Plaintiff and the other Pennsylvania Class Members were injured and
11 suffered ascertainable loss, injury in fact, and/or actual damage as a proximate result of
12 Kia's conduct in that Plaintiff and the other Pennsylvania Class Members overpaid for
13 their Class Vehicles and did not receive the benefit of their bargain, and their Class
14 Vehicles have suffered a diminution in value. These injuries are the direct and natural
15 consequence of Kia misrepresentations, fraud, deceptive practices, and omissions.

16 153. Kia's violations present a continuing risk to Plaintiff, other members of the
17 Pennsylvania Class, as well as to the general public. Kia's unlawful acts and practices
18 complained of herein affect the public interest.

19 154. Kia is liable to Plaintiff and the Pennsylvania Class Members for treble their
20 actual damages, or \$100, whichever is greater, and attorneys' fees and costs. 73 P.S.
21 § 201-9.2(a).

22 **SEVENTH CAUSE OF ACTION**

23 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

24 **(13 Pa. Cons. Stat. §§ 2314 and 2a212)**

25 155. Plaintiff Megan O'Neil, on behalf of herself and the Pennsylvania Class,
26 realleges and incorporates by reference all paragraphs as though fully set forth herein,
27 and claims as follows.
28

1 156. Kia is and was, at all relevant times, a merchant with respect to the Class
2 Vehicles, 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and a “seller” of the Class Vehicles
3 under § 2103(a).

4 157. The Class Vehicles are and were, at all relevant times, “goods” within the
5 meaning of 13 Pa. C.S.A. § 2105(a) and 2A103(a).

6 158. A warranty that the Class Vehicles were in merchantable condition and fit
7 for the ordinary purpose for which vehicles are used is implied by law under 13 Pa. Cons.
8 Stat. §§ 2314 and 2A212.

9 159. Kia knew at the time of sale of the Class Vehicles that Plaintiffs and the
10 Pennsylvania Class Members intended to use the Class Vehicles in a manner requiring a
11 particular standard of performance and durability, and that Plaintiffs and the
12 Pennsylvania Class Members were relying on Kia’s skill and judgment to furnish suitable
13 products for this particular purpose.

14 160. The panoramic instrument cluster systems installed in the Class Vehicles
15 were defective at the time they left the possession of Kia. The Class Vehicles, when sold
16 or leased and at all times thereafter, were not in merchantable condition and were not fit
17 for their ordinary purpose of providing safe and reliable transportation.

18 161. The Class Vehicles contain an inherent defect in the panoramic instrument
19 cluster systems and present an undisclosed safety risk to drivers, occupants, and others.
20 Thus, Kia breached its implied duty of merchantability.

21 162. Kia cannot disclaim its implied warranties, as it knowingly sold a defective
22 product.

23 163. Kia knew or should have known that the Class Vehicles posed a safety risk
24 and were defective, and knew or should have known of these breaches of the implied
25 warranties prior to sale of the Class Vehicles to Plaintiff and the Pennsylvania Class
26 Members.

27 164. Kia was and is in actual or constructive privity with Plaintiff and the
28 Pennsylvania Class Members.

1 165. Because Plaintiff and the Pennsylvania Class members purchased their
2 vehicle from an authorized Kia dealer, each is in privity with Kia because (1) an agency
3 relationship establishes privity for purposes of the breach of implied warranty claims, and
4 (2) privity is not required where plaintiffs are intended third-party beneficiaries of a
5 defendant's implied warranties.

6 166. Plaintiffs had and continue to have sufficient direct dealings with Kia and/or
7 its authorized dealers, franchisees, representatives, and agents to establish any required
8 privity of contract. Kia's authorized dealers, franchisees, representatives, and agents were
9 not intended to be the ultimate consumers of the Class Vehicles and have no rights under
10 the warranty agreements provided with the Class Vehicles. The warranty agreements
11 were designed for and intended to benefit only the ultimate purchasers of the Class
12 Vehicles, i.e., Plaintiff and the Pennsylvania Class Members.

13 167. Privity is not required to assert this claim because Plaintiff and the
14 Pennsylvania Class Members are intended third party beneficiaries of contracts between
15 Kia and its dealers, franchisees, representatives, and agents.

16 168. By extending written warranties to end user purchasers, Kia brought itself
17 into privity with Plaintiff and the Pennsylvania Class Members.

18 169. Kia has not validly disclaimed, excluded, or modified the implied warranties
19 or duties described above, and any attempted disclaimer or exclusion of the implied
20 warranties was and is ineffectual.

21 170. Plaintiff and the Pennsylvania Class Members used the panoramic
22 instrument cluster systems installed in the Class Vehicles in a manner consistent with
23 their intended use and performed each and every duty required under the terms of the
24 warranties, except as may have been excused or prevented by the conduct of Kia or by
25 operation of law in light of Kia's unconscionable conduct.

26 171. Kia had actual knowledge of and received timely notice of the Instrument
27 Cluster Defect at issue in this litigation and, notwithstanding such notice, failed and
28 refused to offer an effective remedy.

1 172. In addition, Kia received numerous consumer complaints and other notices
2 from customers advising of the Instrument Cluster Defect in the Class Vehicles.

3 173. As a direct and proximate result of Kia's breach of its implied warranties,
4 Plaintiff and the Pennsylvania Class Members bought the Class Vehicles without
5 knowledge of the Instrument Cluster Defect or their serious safety risks and purchased
6 unsafe products which could not be used for their intended use.

7 174. As a direct and proximate result of Kia's breach of its implied warranties,
8 Plaintiff and the Pennsylvania Class Members have suffered damages and Kia was
9 unjustly enriched by keeping the profits for its unsafe products while never having to
10 incur the cost of repair, replacement or a recall.

11 **EIGHTH CAUSE OF ACTION**

12 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

13 **(Based on Pennsylvania Law)**

14 175. Plaintiff Megan O'Neil, on behalf of herself and the Pennsylvania Class,
15 realleges and incorporates by reference all paragraphs as though fully set forth herein,
16 and claims as follows.

17 176. Plaintiff and Pennsylvania Class Members entered into contracts with
18 Defendants in connection with the sale of the Class Vehicles.

19 177. Plaintiff and Pennsylvania Class Members gave fair and reasonable
20 consideration and performed all their material obligations under the contracts.

21 178. Implied in all contracts is a covenant of good faith and fair dealing,
22 imposing a duty on the parties to act in good faith and deal fairly with one another.

23 179. Plaintiff and Pennsylvania Class Members had a reasonable expectation that,
24 when they purchased their Class Vehicles from Kia, the Class Vehicles would be free of
25 defects, especially defects that affected the safety and operability of the Class Vehicles.

26 180. Kia used its discretion to install defective panoramic instrument cluster
27 systems into the Class Vehicles without informing Plaintiff and Pennsylvania Class
28 Members that the flawed technology would create a safety defect in the Class Vehicles.

1 181. Plaintiff and Pennsylvania Class Members had no reason to know Kia had
2 placed defective panoramic instrument cluster systems into the Class Vehicles.

3 182. By creating and promoting an automobile with a latent safety defect, Kia
4 breached the covenant of good faith and fair dealing and breached its contractual duty to
5 Plaintiff and Pennsylvania Class Members.

6 183. As a direct and proximate result of Kia's breach, Plaintiff and Pennsylvania
7 Class Members suffered damages, including being induced to purchase the defective
8 Class Vehicles.

9 **NINTH CAUSE OF ACTION**

10 **UNJUST ENRICHMENT**

11 **(Based on Pennsylvania Law)**

12 184. Plaintiff Megan O'Neil, on behalf of herself and the Pennsylvania Class,
13 realleges and incorporates by reference all paragraphs as though fully set forth herein,
14 and claims as follows.

15 185. Kia has long known that its panoramic instrument cluster systems do not
16 operate properly and the instrument clusters fail to function as intended and expected,
17 posing a serious safety risk, which it concealed and failed to disclose to Plaintiff and
18 Pennsylvania Class Members.

19 186. As a result of its fraudulent acts and omissions related to the Defect, Kia
20 obtained monies which rightfully belong to Plaintiff and Pennsylvania Class Members to
21 the detriment of Plaintiff and Pennsylvania Class Members.

22 187. Kia appreciated, accepted, and retained the non-gratuitous benefits conferred
23 by Plaintiff and Pennsylvania Class Members who, without knowledge of the Defect,
24 paid a higher price for their vehicles which actually had lower values. Kia also received
25 monies for Class Vehicles that Plaintiff and Pennsylvania Class Members would not have
26 otherwise purchased or leased.

27 188. It would be inequitable and unjust for Kia to retain these wrongfully
28 obtained profits.

1 189. Kia’s retention of these wrongfully obtained profits would violate the
2 fundamental principles of justice, equity, and good conscience.

3 190. Plaintiff and Pennsylvania Class Members are entitled to restitution of the
4 profits unjustly obtained plus interest.

5 **VIII PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs, on behalf of themselves and Members of the Class,
7 respectfully requests that this Court:

8 191. Determine that the claims alleged herein may be maintained as a class action
9 under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying one
10 or more Classes as defined above;

11 192. Appoint Plaintiffs as the representatives of their respective state class(es)
12 and their counsel as Class counsel;

13 193. Award all actual, general, special, incidental, statutory, punitive, and
14 consequential damages and restitution to which Plaintiffs and the Class Members are
15 entitled;

16 194. Award pre-judgment and post-judgment interest on such monetary relief;

17 195. Grant appropriate injunctive and/or declaratory relief, including, without
18 limitation, an order that requires Defendants to repair, recall, and/or replace the Class
19 Vehicles and to extend the applicable warranties to a reasonable period of time, or, at a
20 minimum, to provide Plaintiffs and Class Members with appropriate curative notice
21 regarding the existence and cause of the Instrument Cluster Defect.

22 196. Award reasonable attorneys’ fees and costs; and

23 197. Grant such further relief that this Court deems appropriate.

24
25 ///

26 ///

27 ///

28 ///

1 Dated: May 22, 2026

Respectfully submitted,

2 **McCUNE LAW GROUP**

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4 Scott B. Baez

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19 *Attorneys for Plaintiffs and the Putative Class*

JURY DEMAND

Plaintiffs, on behalf of themselves and the putative Class, hereby demand a trial by jury on all issues so triable.

Dated: May 22, 2026

Respectfully submitted,

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Exhibit 1

Safety Issue Type: Complaints

February 12 2023 NHTSA ID Number: 11506819

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11506819

Incident Date February 12 2023

Consumer Location THE VILLAGES, FL

Vehicle Identification Number 5XYP34GC3PG*****

Complaint Summary

CRASH No Driver instrument display is black, no information is displayed. It just happened when starting the car, no display. These LCD displays are
FIRE No dangerous. Go back to analog. I have NO information about anything going
INJURIES 0 on with the car or it's speed. It's dangerous to drive. Multiple engine start/
DEATHS 0 stop cycles do nothing.

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

February 15 2023 NHTSA ID Number: 11507526

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11507526

Incident Date February 15 2023

Consumer Location CAMPBELL, CA

Vehicle Identification Number 5XYP34GC4PG*****

Complaint Summary

CRASH No I have an EX trim. Driver Instrument Display is off and won't turn back on. I have tried turning off the car for extended periods of time and turning it back on but no luck. Not having this display on is a safety hazard not just because I cant see critical information but it seems when the display turned off it also turned off the following: - No audio from the turn signals - No audio from the reverse sensors even when I'm about to hit what is behind me - Can't tell what what gear I'm in from the gear selector as the light won't come on This is not acceptable as I just bought this car about a week ago from making this post. Not even 150 miles on it.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

March 01 2023 NHTSA ID Number: 11509732

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11509732

Incident Date February 27 2023

Consumer Location THE VILLAGES, FL

Vehicle Identification Number 5XYP34GC3PG*****

Complaint Summary

CRASH No Second time in a week, less than 300 miles, instrument cluster screen went black, no power.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

April 20 2023 NHTSA ID Number: 11518034

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11518034

Incident Date April 20 2023

Consumer Location Unknown

Vehicle Identification Number 5XYP34GC3PG*****

Complaint Summary

CRASH No For the 3rd time in less than 3 months the instrument panel is blank, no instruments are visible, no power to the screen. Cars need to go back to analog gauges for safety.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

May 09 2023 NHTSA ID Number: 11521229

Components: ELECTRICAL SYSTEM, FORWARD COLLISION AVOIDANCE

NHTSA ID Number 11521229

Incident Date February 04 2023

Consumer Location Unknown

Vehicle Identification Number 5XYP3DGCXPG*****

Complaint Summary

<p>CRASH Yes</p> <p>FIRE No</p> <p>INJURIES 0</p> <p>DEATHS 0</p>	<p>The contact owns a 2023 Kia Telluride. The contact stated that while driving at an undisclosed speed, the instrument cluster displayed a blank screen. Additionally, the parking brake inadvertently engaged while driving. The Auto Start/Stop was intermittently inoperable, and the doors failed to unlock with the remote starter. The vehicle was towed to the dealer; however, the dealer only performed a recall repair under NHTSA Campaign Number: 23V035000 (Air Bags). The failure recurred. The contact then stated that while pulling into a parking space at 4 MPH, the brake pedal was depressed, but the vehicle lunged forward and experienced unintended acceleration. The forward collision avoidance failed to activate to stop the vehicle. The vehicle crashed into the median, causing the front passenger's side tire to blow out. The front view camera fault message was displayed. No injury was sustained. The vehicle was then towed to Steve Schmitt Kia (11655 New Halls Ferry Road, Florissant, MO 63033) where the vehicle remained, not yet diagnosed or repaired. The contact later received notification of NHTSA Campaign Number: 23V298000 (Electrical System) however, the part to do the recall repair was not yet available. The manufacturer was made aware of the failure and a case was opened. The failure mileage was approximately 11.</p>
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Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

June 05 2023 NHTSA ID Number: 11525342

Components: ELECTRICAL SYSTEM, VEHICLE SPEED CONTROL, FORWARD COLLISION AVOIDANCE

NHTSA ID Number 11525342

Incident Date June 02 2023

Consumer Location BELLBROOK, OH

Vehicle Identification Number 5XYP3DGC6PG*****

Complaint Summary

CRASH No The driver dashboard went blank except for randomly flashing nonsense numbers. Vehicle speed, fuel level, engine RPM and other vehicle information was lost. Additionally forward collision avoidance, lane keep and departure, adaptive cruise, emergency braking and blind spot warning systems became inactive. I am unsure if the antilock brake system and stability controls are functional. My safety was put at risk because i was unsure of vehicle speed and loosing all driver assistance tools. The problem has been persistent since it 1st occurred. The vehicle is going to the dealer today, 05 June 2023. Immediately before the driver dash going blank, the entire driver dashboard showed all warnings lights before going blank.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

January 22 2024 NHTSA ID Number: 11567078

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11567078

Incident Date January 17 2024

Consumer Location NORTH AUGUSTA, SC

Vehicle Identification Number 5XYP34GC6RG*****

Complaint Summary

CRASH No The panoramic instrument cluster would not display any information. Since
FIRE No the entire instrument cluster is electronic, no information on vehicle speed,
INJURIES 0 rpms, gas, battery, etc. could be shown. Vehicle would still start fine and
DEATHS 0 drive fine, but vital driving information could not be displayed

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

January 23 2024 NHTSA ID Number: 11567246

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11567246

Incident Date January 23 2024

Consumer Location CHESTERFIELD, MO

Vehicle Identification Number 5XYP5DGC8PG*****

Complaint Summary

CRASH No The main instrument display is blank as a result the driver cannot see any information such as speed, fuel level, etc. The main display seems to flash blank then dark gray. When the display goes blank the blinkers fail to operate as well despite being turned on. I did contact KIA since this sounds like a similar issue that they have a recall for (SC270) but they informed me that my vehicle was not impacted. My guess is my vehicle is impacted and the recall should cover a larger number of vehicles than previously stated. As additional information my vehicle was among the first to roll of the production line for model year 2023.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

January 31 2024 NHTSA ID Number: 11569100

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11569100

Incident Date January 31 2024

Consumer Location MESQUITE, TX

Vehicle Identification Number 5XYP5DGCXRG*****

Complaint Summary

CRASH No I purchased this vehicle brand new and has the panoramic screen. It blacks out and when that happens I am not able to use any of my safety features. I have taken it back to Kia service 3 times and it still happens. I don't know what to do. I have heard some other owners have the same problems. I have a video. It started the first week I bought it on 7/24/2023.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

January 31 2024 NHTSA ID Number: 11569116

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11569116

Incident Date January 14 2024

Consumer Location Unknown

Vehicle Identification Number 5XYP5DGC8PG*****

Complaint Summary

CRASH No Our 2023 Kia Telluride's digital cluster panels (all of the screens displaying speedometer, fuel tank, safety information, and entertainment) have gone black and have remained blank for over 2 weeks. The vehicle has been inspected by the dealership, but they do not have a fix and have just told us we have to wait until Kia issues a new update. This is very dangerous to drive as there is no indication on speed, fuel left, or any other pertinent information.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

February 07 2024 NHTSA ID Number: 11570539

Components: UNKNOWN OR OTHER, LANE DEPARTURE

NHTSA ID Number 11570539

Incident Date February 06 2024

Consumer Location HANOVER, MN

Vehicle Identification Number 5XYP6DGC0RG*****

Complaint Summary

CRASH No Vehicle has 6k miles. Upon starting for the evening commute, dashboard is blank screen - will not give speedometer, odometer readings or fuel levels.
 FIRE No Other lights on gearshifter not working. GPS not reading correctly. Blind spot detection not functioning. Can get the screen to display the brightness indicator, but that refuses to leave the display, even when car turned off - assumedly a drain on the battery. This left us unable to identify our speed or how much fuel we had. The dealership indicated that this problem was seen in 2022 Tellurides and was typically fixed by a reset + system update. The dealership did fix the problem, but not sure of what the root cause is.
INJURIES 0
 DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

February 08 2024 NHTSA ID Number: 11570845

Components: UNKNOWN OR OTHER, ELECTRICAL SYSTEM

NHTSA ID Number 11570845

Incident Date January 15 2024

Consumer Location SAINT LOUIS, MO

Vehicle Identification Number 5XYP5DGC8PG*****

Complaint Summary

CRASH No On Monday January 15th, my 2023 Kia Telluride Digital Cluster Screen stopped working. The screen was black and would not turn on. This screen displays critical information such as tire pressure, warning messages & lights, speed, etc. I took it into my dealership on Friday January 19th. They were unable to fix the issue and contacted Kia for additional support on fixing. Since my car is unsafe to drive, I was given a rental. The car was purchased brand new in December of 2022 and has had no issues, until now. I have also opened a case with Kia Consumer Affairs in which I reported the same issues as I am here. It is now February 8th, and after checking in with my case manager & dealership, there is still no solution to fixing my car.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

February 26 2024 NHTSA ID Number: 11574010

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11574010

Incident Date February 24 2024

Consumer Location STUDIO CITY, CA

Vehicle Identification Number 5XYP34GC8RG*****

Complaint Summary

CRASH No The contact's father owns a 2024 Kia Telluride. The contact stated that after parking the vehicle while away from home, the entire instrument panel had gone blank upon the start of the engine without warning. Due to the failure, the contact could not view the gear position, speedometer, odometer, and several other safety-related features. The dealer was notified of the failure and an appointment was scheduled. The manufacturer was not notified of the failure. The vehicle was not repaired. The failure mileage was approximately 1,600.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

March 21 2024 NHTSA ID Number: 11578693

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11578693

Incident Date March 21 2024

Consumer Location FORT MILL, SC

Vehicle Identification Number 5XYP6DGCXRG*****

Complaint Summary

CRASH No Digital dash that displays speed, ROM etc is blank

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

March 24 2024 NHTSA ID Number: 11579143

Components: ELECTRICAL SYSTEM, EXTERIOR LIGHTING, VEHICLE SPEED CONTROL

NHTSA ID Number 11579143

Incident Date March 24 2024

Consumer Location AVON, OH

Vehicle Identification Number 5XYP6DGC4RG*****

Complaint Summary

CRASH No The instrument panel in front of the driver is black. I'm unable to see the speed limit, warnings, safety or collision warnings, etc. The vehicle is not making any noise or beeping to allude to the fact that there might be an issue but the Kia app is stating that there is an issue. I have used the vehicle yesterday 3/23/24 with no issues and when I went to drive this morning (3/24/24) it's not working.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

March 28 2024 NHTSA ID Number: 11579875

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11579875

Incident Date March 27 2024

Consumer Location BOSSIER CITY, LA

Vehicle Identification Number 5XYP3DGC4RG*****

Complaint Summary

CRASH No The display in front of the steering wheel when out yesterday. It is completely black. We have only had the vehicle for three months. There is no way to know what speed you are driving, how much fuel you have, see any warnings or anything! The KIA dealer said they can check out the problem next Wednesday, April 3, which is one week from when the problem occurred. This is a major hazard to not know your speed or be able to receive any warnings.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

April 27 2024 NHTSA ID Number: 11585602

Components: FORWARD COLLISION AVOIDANCE, LANE DEPARTURE, ELECTRICAL SYSTEM

NHTSA ID Number 11585602

Incident Date April 25 2024

Consumer Location CORONA, CA

Vehicle Identification Number 5XYP34GC0RG*****

Complaint Summary

CRASH No The drivers screen has gone black and the odometer, speedometer, gas guage won't work. The odometer has been stuck at 5570 according to the app since the event even though I was able to drive to and from work that same day. The blind spot warnings are not working and either is the navigation. The light for the shift is also not working. The car is only 5 months old.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

May 20 2024 NHTSA ID Number: 11589584

Components: UNKNOWN OR OTHER

NHTSA ID Number 11589584

Incident Date May 11 2024

Consumer Location LOCK HAVEN, PA

Vehicle Identification Number 5XYP6DGC2PG*****

Complaint Summary

CRASH No The instrument cluster randomly turns off while driving which renders many safety features, including but not limited to the backup camera, inoperable.
FIRE No
INJURIES 0 This issue was repaired by my dealer in mid 2023 when it was part of a recall. The problem seems to have been recently reintroduced possibly via
DEATHS 0 an over the air software update.

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

June 07 2024 NHTSA ID Number: 11593027

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11593027

Incident Date May 15 2024

Consumer Location SAINT AUGUSTINE, FL

Vehicle Identification Number 5XYP5DGC8RG*****

Complaint Summary

CRASH No When I was sitting in my vehicle with the car running, the entire electronic dashboard (panoramic and front view dash) went completely dark. The car was still running but the vehicle did not have any information on display.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

June 08 2024 NHTSA ID Number: 11593198

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11593198

Incident Date May 25 2024

Consumer Location ORLAND PARK, IL

Vehicle Identification Number 5XYP2DGC3RG*****

Complaint Summary

<p>CRASH No</p> <p>FIRE No</p> <p>INJURIES 0</p> <p>DEATHS 0</p>	<p>I purchased my 2024 Kia LX AWD Telluride on 2/29/24, it had approximately 2,100 miles when my cluster screen went black. This occurred on 5/25/24 without warning. I went to turn my truck on and was unable to read the speedometer, RPM, gas gauge, mileage, and engine temperature. The blindspots warning, or other safety warnings were not working properly. When using the navigation system it wouldn't work properly. It seemed as though it was confused on the direction I was going. I called the dealership where I purchased the vehicle and they were able to get me in for a service repair in 1.5 weeks. Dropped my vehicle off and came back for it a couple hours later. They mentioned the electrical was fine, and could have been that it was loose, and a bump in the road could have caused it. Although, the screen didn't go out while I was driving. They also fixed other items that it has recalls for, such as, radiator cover, and ABS. I was not charged for any of these repairs/services. The dealership was very friendly and responsive.</p>
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Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

June 12 2024 NHTSA ID Number: 11594060

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11594060

Incident Date May 23 2024

Consumer Location Unknown

Vehicle Identification Number 5XYP5DGC6RG*****

Complaint Summary

CRASH No The hold display went black , stop vehicle turn off car and restart everything came back up . Had to go back into the control settings to turn on radio&
FIRE No lost all stations that was saved also lost all my saved place on navigation system . A few days late try to start the car it wouldn't start by pushing the
INJURIES 0 start button, it said I had to use my key Bob to push the start button to start
DEATHS 0 it . Then it started

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

June 27 2024 NHTSA ID Number: 11597223

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11597223

Incident Date June 27 2024

Consumer Location CORTLAND, OH

Vehicle Identification Number 5XYP3DGC3RG*****

Complaint Summary

CRASH No While driving the digital instrument panel has gone completely black and nothing is showing. In turn making it dangerous as I have no idea how fast I am going, how much gas in the car, etc. The radio side is fine but its just where your old school odometers etc use to be ,back when the world wasn't all digital. I have called and they acted like its the first time they have heard about it , but it seems to be an issue when researching online. From 2022 all the way up to now. I am taking the car in today but wanted to report this as this issue is still an issue with the Kia Telluride.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

July 14 2024 NHTSA ID Number: 11601993

Components: ELECTRICAL SYSTEM, VEHICLE SPEED CONTROL, UNKNOWN OR OTHER

NHTSA ID Number 11601993

Incident Date July 14 2024

Consumer Location CORTLAND, NY

Vehicle Identification Number 5XYP3DGC8RG*****

Complaint Summary

CRASH No The dash above the steering wheel is not lighting up to show me the speed, gas, rpm. Or any other lights. My safety and others is at risk because I am not able to know my speed or any malfunctions that would other wise be displayed on the dash. This just happened and I cannot reach the dealership until tomorrow. This has not been inspected by anyone as of now. No other warning lights or symptoms prior to this.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

August 03 2024 NHTSA ID Number: 11606259

Components: ELECTRICAL SYSTEM, FORWARD COLLISION AVOIDANCE, LANE DEPARTURE

NHTSA ID Number 11606259

Incident Date August 03 2024

Consumer Location KENOSHA, WI

Vehicle Identification Number 5XYP6DGC1RG*****

Complaint Summary

CRASH No Upon starting car, display control cluster was black. No visibility of
FIRE No speedometer, turn signals, or any other vehicle control are visible. Restarting
INJURIES 0 vehicle did not correct issue.
DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

August 05 2024 NHTSA ID Number: 11606426

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11606426

Incident Date August 05 2024

Consumer Location CINCINNATI, OH

Vehicle Identification Number 5XYP3DGC9RG*****

Complaint Summary

CRASH No The electronic instrument panel stopped working suddenly. I am unable to see important gauges including speed, gas in the tank, etc...

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

August 15 2024 NHTSA ID Number: 11608825

Components: ELECTRICAL SYSTEM, VEHICLE SPEED CONTROL, UNKNOWN OR OTHER

NHTSA ID Number 11608825

Incident Date August 15 2024

Consumer Location CLAYTON, NC

Vehicle Identification Number 5XYP34GC6RG*****

Complaint Summary

CRASH No Dashboard not illuminating when car is turned on. I am able to drive the car without knowing what speed the car is going or how much fuel is remaining.
FIRE No I drove the car two hours turned it off prior to this issue. No warning lights were shown in the previous drive.
INJURIES 0
DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

August 20 2024 NHTSA ID Number: 11609608

Components: ELECTRICAL SYSTEM, LANE DEPARTURE, FORWARD COLLISION AVOIDANCE

NHTSA ID Number 11609608

Incident Date August 18 2024

Consumer Location MARIETTA, GA

Vehicle Identification Number 5XYP34GC8RG*****

Complaint Summary

CRASH No My entire instrument cluster/dashboard display is blank. I cannot see my speed, how fast I am going, collision warnings, if my lights are on, etc. I have called the dealership, and they indicated there is no active recall. They said they cannot diagnose and fix the issue for a month. This is a major safety issue, since I have no indication of my speed or gas or anything else. It is all controlled by the dash that is blank.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

August 21 2024 NHTSA ID Number: 11610102

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER, LANE DEPARTURE

NHTSA ID Number 11610102

Incident Date August 21 2024

Consumer Location GAITHERSBURG, MD

Vehicle Identification Number 5XYP3DGC9RG*****

Complaint Summary

CRASH No Instrument cluster went black. No sensors when changing lanes can't tell

FIRE No MPH, fuel levels. Car said I was driving the wrong direction.

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

September 30 2024 NHTSA ID Number: 11617303

Components: ELECTRICAL SYSTEM, LANE DEPARTURE, FORWARD COLLISION AVOIDANCE

NHTSA ID Number 11617303

Incident Date September 30 2024

Consumer Location VIRGINIA BEACH, VA

Vehicle Identification Number 5XYP6DGC7RG*****

Complaint Summary

CRASH No Turned car on to go to work and cluster infotainment screen with speedometer and gas gage was blank.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

November 07 2024 NHTSA ID Number: 11624070

Components: ELECTRICAL SYSTEM, LANE DEPARTURE

NHTSA ID Number 11624070

Incident Date November 07 2024

Consumer Location POINT PLEASANT, NJ

Vehicle Identification Number 5XYP3DGCXRG*****

Complaint Summary

CRASH No Gauge cluster is completely black. I am unable to tell the speed I am going,
FIRE No see how much gas I have or use features like the blind spot detection.

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

January 05 2025 NHTSA ID Number: 11634162

Components: UNKNOWN OR OTHER, FORWARD COLLISION AVOIDANCE

NHTSA ID Number 11634162

Incident Date December 22 2024

Consumer Location ELIZABETH, NJ

Vehicle Identification Number 5XYP6DGC3RG*****

Complaint Summary

CRASH No The dashboard will turn black while driving. It will reset after disconnecting the battery, but it will do the same thing a few days later. Also, with cruise control, the car will suddenly slow down on the highway when no vehicles are in front of the car.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

March 10 2025 NHTSA ID Number: 11647406

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11647406

Incident Date March 10 2025

Consumer Location CHESAPEAKE BEACH, MD

Vehicle Identification Number N/A

Complaint Summary

CRASH No Driver's instrument panel goes black and fails to show any vehicle info i. E.
FIRE No Speedometer, gauges, etc.

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

March 13 2025 NHTSA ID Number: 11648082

Components: ELECTRICAL SYSTEM, LANE DEPARTURE, FORWARD COLLISION AVOIDANCE

NHTSA ID Number 11648082

Incident Date March 09 2025

Consumer Location VANCOUVER, WA

Vehicle Identification Number 5XYP3DGC7RG*****

Complaint Summary

CRASH No Software malfunction left the primary dashboard and all associated systems inoperable and in an unresponsive state.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

March 27 2025 NHTSA ID Number: 11651175

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11651175

Incident Date March 27 2025

Consumer Location SCHENECTADY, NY

Vehicle Identification Number 5XYP34GC2PG*****

Complaint Summary

CRASH No Digital display is black on my 2023 Kia Telluride while vehicle is running and being driven. I am unable to see my speed or any other important safety details. This is the first time this has happened and I have not reported it yet to any dealer, independent service center, insurance representative, etc.

FIRE No

INJURIES 0

DEATHS 0 There were no observable warning lamps messages or symptoms prior to this incident which occurred on 3/27/25 at 1741 hours.

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

March 29 2025 NHTSA ID Number: 11651492

Components: ELECTRICAL SYSTEM, VEHICLE SPEED CONTROL

NHTSA ID Number 11651492

Incident Date March 29 2025

Consumer Location CRAWFORD, TN

Vehicle Identification Number 5XYP24GC2RG*****

Complaint Summary

CRASH No Instrument cluster above the steering wheel is black and will not work. No
FIRE No way to know speed as well as other important things.

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

April 29 2025 NHTSA ID Number: 11657671

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11657671

Incident Date April 29 2025

Consumer Location DARIEN, IL

Vehicle Identification Number 5XYP6DGC0RG*****

Complaint Summary

CRASH No Vehicle was turned on and the dashboard displaying speedometer and
FIRE No RPMs is completely black.

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

May 01 2025 NHTSA ID Number: 11658331

Components: ELECTRICAL SYSTEM, VEHICLE SPEED CONTROL

NHTSA ID Number 11658331

Incident Date May 01 2025

Consumer Location SELMA, IN

Vehicle Identification Number 5XYP3DGC6RG*****

Complaint Summary

CRASH No The cluster display on the vehicle has went black. I am unable to see my speed, gas level, nor use cruise control. This is now the second time this has happened and Kia has no solutions for repair.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

May 22 2025 NHTSA ID Number: 11662616

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER

NHTSA ID Number 11662616

Incident Date May 22 2025

Consumer Location MENDOTA HEIGHTS, MN

Vehicle Identification Number 5XYP54GC4PG*****

Complaint Summary

CRASH No 1. Instrument Cluster did not turn on when I started the car. The infotainment system turned on, along with the engine and rest of the car, but the instrument cluster that shows the speed, fuel gauge, etc was black.
 FIRE No
 INJURIES 0 When I used my turn signals, the sound to indicate they are on would start initially and then stop after 2-3 times. 2. I had no idea how fast I was going or was my fuel level was. I was also not sure if my turn signals were working. This is where the lane change assist camera is shown, so I could not see that either. This screen also reflects warnings, so I would be unaware if anything came up. 3. No - we made the first earliest appointment with the dealer in 5 days from today. 4. No. 5. No warning lamps or messages (these would also appear on this screen, so if a warning came up I would not be aware).
 DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

June 23 2025 NHTSA ID Number: 11668685

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER

NHTSA ID Number 11668685

Incident Date June 22 2025

Consumer Location GRAPEVINE, TX

Vehicle Identification Number 5XYP64GC9RG*****

Complaint Summary

CRASH No The entire instrument display panel (which includes things like gear, speed, fuel level, auto hold status, etc.) was completely black with no information displayed. The navigation system still illuminated, but the gps was not working properly and resulted in the car thinking (and telling me) that I was driving on the wrong side of the road. My safety was at risk and the safety of other drivers because I had zero feedback about the operation of my vehicle. I was able to drive it, but only able to rely on visual cues (going with pace of traffic). It's currently at the dealer now, but yes I recreated it several times. The only possible warning sign is that a few weeks prior, the vehicle gave me a message stating 'Battery discharging due to external electrical devices', despite no external electrical devices being plugged in. I took it to the dealer, and they had no idea what the cause was but said my battery tested fine.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

June 25 2025 NHTSA ID Number: 11669080

Components: ELECTRICAL SYSTEM, EXTERIOR LIGHTING

NHTSA ID Number 11669080

Incident Date June 25 2025

Consumer Location ORLANDO, FL

Vehicle Identification Number 5XYP64GC0RG*****

Complaint Summary

CRASH No Dash is black & does not show anything when car is started and/or moving

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

July 10 2025 NHTSA ID Number: 11672476

Components: UNKNOWN OR OTHER

NHTSA ID Number 11672476

Incident Date June 26 2025

Consumer Location Unknown

Vehicle Identification Number 5XYP5DGC6PG*****

Complaint Summary

CRASH No I own a 2023 Kia Telluride (VIN [XXX]) and the digital instrument cluster intermittently goes blank, including the fuel gauge. This exactly matches
 FIRE No Recall 23V298000 / SC270, but Kia is saying my VIN is not currently covered.
INJURIES 0 This is a safety issue that blocks visibility of essential vehicle information. I
 DEATHS 0 am requesting NHTSA review to help expand the recall coverage.
 INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION
 ACT (FOIA), 5 U.S.C. 552(B)(6)

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

September 30 2025 NHTSA ID Number: 11690607

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER, ENGINE

NHTSA ID Number 11690607

Incident Date September 01 2023

Consumer Location Unknown

Vehicle Identification Number 5XYP5DGC3PG*****

Complaint Summary

CRASH No First issue, the entire screen went black while driving. Couldn't see navigation, speed other critical information. Was at the dealership a few weeks got it back and the hazard lights no longer worked but they did before it had gone to the dealership. Screen went out again and took it back.

FIRE No

INJURIES 0

DEATHS 0 Dealership had it a few weeks fixed hazards and started a ticket with Kia engineering. Screen still goes out randomly. Electrical is messed up and car won't start randomly while screen blinks on and off. Been in the shop multiple times for weeks at a time for this issue and they say there is nothing wrong because they can't duplicate it while they have it. They have had to pick it up from my home because it wouldn't start and still say there is nothing wrong with the vehicle.

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

November 05 2025 NHTSA ID Number: 11697795

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11697795

Incident Date November 05 2025

Consumer Location LAKE WORTH, FL

Vehicle Identification Number 5XYP3DGC8RG*****

Complaint Summary

CRASH No Electronic speedometer does not display. Unable to see speed while driving.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

November 06 2025 NHTSA ID Number: 11697898

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11697898

Incident Date November 05 2025

Consumer Location THE VILLAGES, FL

Vehicle Identification Number 5XYP34GC3PG*****

Complaint Summary

CRASH No Drivers display panel not working, no vehicle information is available, it's a black screen. This is the 4th incident since new in 2023. Car can't be driven with nothing displayed.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

November 25 2025 NHTSA ID Number: 11701378

Components: UNKNOWN OR OTHER

NHTSA ID Number 11701378

Incident Date November 24 2025

Consumer Location GILROY, CA

Vehicle Identification Number 5XYP3DGC3PG*****

Complaint Summary

CRASH No 2023 Kia Telluride – Instrument cluster intermittently goes blank while operating the vehicle. This has happened multiple times over the last few years since we bought it brand new, even after the official recall repair (SC270). Dealer has told us to disconnect the battery as a temporary fix.

FIRE No

INJURIES 0

DEATHS 0 This is my wife’s primary vehicle for transporting our children and it’s unsafe because she cannot see speed, warning lights or blinkers when the cluster fails. Today 11/24/25, I had to meet her to switch cars because she didn’t feel safe to drive it anymore when the cluster went out. On 11/17/25 it had gone out and I disconnected it, which showed to be a quick fix again. I would estimate the cluster goes out at least once a month. My research shows this is a common issue with this car and updates or the recall doesn’t fix it. As a law enforcement officer, I am held to high safety standards both on and off duty. A vehicle with a recurring and unrepairable safety defect like this is unacceptable, unsafe, and unfit for normal operation. This ongoing failure places our family and the public at risk.

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

December 03 2025 NHTSA ID Number: 11702668

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER

NHTSA ID Number 11702668

Incident Date December 03 2025

Consumer Location GREENVILLE, KY

Vehicle Identification Number 5XYP5DGC9RG*****

Complaint Summary

CRASH No The Display stops working or goes blank. Speed sometimes shows incorrectly on display. Today with a full tank of fuel it showed the Telluride was empty. Dealer service is scheduled for next week. No warnings.
FIRE No
INJURIES 0
DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

December 17 2025 NHTSA ID Number: 11705511

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11705511

Incident Date December 15 2025

Consumer Location INDIANAPOLIS, IN

Vehicle Identification Number 5XYP5DGC8PG*****

Complaint Summary

CRASH No The contact owns a 2023 Kia Telluride. The contact stated that while the vehicle was parked, the instrument cluster went blank. The speedometer and
 FIRE No fuel gauge failed to display as needed. The vehicle was not diagnosed or
 INJURIES 0 repaired by an independent mechanic or the dealer. The contact related the
 DEATHS 0 failure to NHTSA Campaign Number: 23V298000 (Electrical System);
 however, the VIN was not included in the recall. The manufacturer was not
 made aware of the failure. The failure mileage was approximately 30,000.

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

December 17 2025 NHTSA ID Number: 11705590

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11705590

Incident Date December 14 2025

Consumer Location GLENDALE, WI

Vehicle Identification Number 5XYP5DGC4PG*****

Complaint Summary

CRASH No The contact owns a 2023 Kia Telluride. The contact stated that after starting the vehicle, the instrument cluster display screen failed to activate and was inoperable. During the failure, the driver was unable to view several needed features, such as the speedometer and fuel gauge, and the blind spot monitoring system. The vehicle was cautiously driven to the dealer, who diagnosed that the instrument cluster screen was faulty and needed to be replaced. The vehicle was not yet repaired. The manufacturer was notified of the failure, but no assistance was offered. The failure mileage was 82,000.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

December 27 2025 NHTSA ID Number: 11707253

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11707253

Incident Date December 27 2025

Consumer Location WASHINGTON, DC

Vehicle Identification Number 5XYP5DGC4PG*****

Complaint Summary

CRASH No Upon starting the vehicle, the gauge cluster screen was and remained completely blank. No indication as to an error, no visual indicator was available as to my speed or the vehicle's status, and no problem lights were visible. The vehicle appeared otherwise operable, and the media control screen was fully functional

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

January 01 2026 NHTSA ID Number: 11708200

Components: ELECTRICAL SYSTEM, VEHICLE SPEED CONTROL, FORWARD COLLISION AVOIDANCE

NHTSA ID Number 11708200

Incident Date December 27 2025

Consumer Location YORKVILLE, IL

Vehicle Identification Number 5XYP3DGC0RG*****

Complaint Summary

CRASH No My INSTRUMENT GAUGE CLUSTER WENT OUT. Black! No speedometer, no
FIRE No gas gauge and it didn't increase the mileage when I drive the vehicle. No
INJURIES 0 safety gauges working. Kia dealerships will not accommodate me that day
DEATHS 0 to fix it.

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024

Safety Issue Type: Complaints

January 22 2026 NHTSA ID Number: 11712784

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11712784

Incident Date January 22 2026

Consumer Location MERCER, WI

Vehicle Identification Number 5XYP5DGC1PG*****

Complaint Summary

CRASH No Upon starting suv, the instrument panel / cluster did not display. There is
FIRE No now no way to know speed, safety warnings such as malfunctioning sensors
or safety features . No odometer or any driving feedback of any kind. Have
INJURIES 0 scheduled appointment with dealer tomorrow.
DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2023

Safety Issue Type: Complaints

January 24 2026 NHTSA ID Number: 11713099

Components: ELECTRICAL SYSTEM

NHTSA ID Number 11713099

Incident Date January 24 2026

Consumer Location WOODBURY, MN

Vehicle Identification Number 5XYP5DGC6SG*****

Complaint Summary

CRASH No The LCD instrument cluster above the steering wheel is all black and not turning on. The map screen to the right turns on, but not the odometer screen. Can't tell how fast I'm going or how much gas is in the car. I've read this was an issue with the earlier models.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2025

Safety Issue Type: Complaints

January 24 2026 NHTSA ID Number: 11713117

Components: ELECTRICAL SYSTEM, LANE DEPARTURE, BACK OVER PREVENTION

NHTSA ID Number 11713117

Incident Date January 24 2026

Consumer Location WOOD DALE, IL

Vehicle Identification Number 5XYP5DGC2SG*****

Complaint Summary

CRASH No The driver screen are all blacked out, when I start my car in the morning, cannot see the speed, fuel gauge and all ADAS functions not working. Car is only a month old with only around 430 miles.
FIRE No
INJURIES 0
DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2025

Safety Issue Type: Complaints

February 01 2026 NHTSA ID Number: 11714769

Components: UNKNOWN OR OTHER

NHTSA ID Number 11714769

Incident Date February 03 2025

Consumer Location PITTSBURGH, PA

Vehicle Identification Number 5XYP6DGC7RG*****

Complaint Summary

CRASH No Dashboard / cluster screen went completely black on two separate occasions while driving.

FIRE No

INJURIES 0

DEATHS 0

Affected Products (1)

Vehicle

MAKE	MODEL	YEAR
KIA	TELLURIDE	2024