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15
 16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA**
 18 **SOUTHERN DIVISION**

19 MARC BRENMAN, individually and on
 20 behalf of all others similarly situated,

21 Plaintiff,

22 v.

23 KIA AMERICA, INC.,

24 Defendant.

Case No. 8:26-cv-1428

CLASS ACTION COMPLAINT

**ACTION SEEKING STATEWIDE OR
 NATIONWIDE RELIEF**

JURY TRIAL DEMANDED

1. Violations of the Maryland Consumer Protection Act, Md. Code Com. Law § 13-101, *et seq.*
2. Fraud/Fraudulent Omission
3. Breach of Express Warranty
4. Breach of Implied Warranty
5. Unjust Enrichment

1 Plaintiff Marc Brenman (“Plaintiff”), by and through counsel, brings this Class
2 Action Complaint against Defendant Kia of America, Inc. (“Defendant” or “Kia”) on
3 behalf of himself and all others similarly situated. Plaintiff alleges, upon personal
4 knowledge as to his own actions and his counsel’s investigations, and upon information
5 and belief as to all other matters, as follows:

6 **NATURE OF THE CASE**

7 1. Plaintiff brings this action on behalf of himself and a class of current and
8 former purchasers and lessees of Kia Tellurides model years 2020-2026 (“Vehicles” or
9 “Class Vehicles”). In short, these Vehicles suffer from a defect that causes the battery
10 power to drain while the Vehicle is turned off and causes electrical system and safety
11 features to malfunction even while the Vehicle is turned on (the “Parasitic Drain
12 Defect” or “Defect”).

13 2. Vehicles plagued by the Defect leave drivers and their passengers stranded
14 as the Vehicle will not start absent an outside power source. The Defect presents a
15 serious safety hazard for drivers and passengers who are stranded by an inoperable
16 Vehicle, where the engine stalls, or where the Vehicle’s speedometer, alternator or
17 power-steering is affected by uneven power supplies while driving.

18 3. The defect manifests through one or more electrical system components
19 failing to properly enter sleep mode or otherwise creating excessive parasitic draw on
20 the electrical supply. One source of the Defect is the result of a failure of the Electronic
21 Control Module (“ECM”), the component that regulates the flow of electricity between
22 the battery and other vehicle components requiring power, such as the alternator, power-
23 steering, and radio. A properly functioning ECM prevents excessive drainage of charge
24 from the battery to other vehicle components. In the Class Vehicles, the ECM, along
25 with other components of the electrical system, fail to prevent this excessive drainage,
26 causing a “parasitic drain” on the battery while the Vehicle is turned off and causing
27 power surges or uneven power supplies while driving.

28 4. The Parasitic Drain Defect occurs during normal use and operation of the

1 Vehicles.

2 5. Since approximately 2019, Kia designed, manufactured, marketed, sold,
3 and leased to Plaintiff Brenman and Class members Class Vehicles equipped with the
4 Defect, resulting in parasitic drain.

5 6. Kia's marketing aims to convince consumers that the Class Vehicles are
6 safe and dependable and represents that the batteries should last three to five years. But
7 Kia has misrepresented and actively concealed the existence, causes, and consequences
8 of the Parasitic Drain Defect, which results in the failure of the Vehicles' essential
9 purpose: to transport drivers and passengers reliably and safely.

10 7. For example, Class Vehicles sold at Kia dealerships are each sold with
11 window stickers (i.e., the sheets/stickers displayed in the Class Vehicle windows at
12 dealerships), dealership literature, warranty information booklet, and owner's manual,
13 but disclose nothing about the Defect. The window stickers for the Class Vehicles
14 advertise electronic features and the warranty information booklet discusses the battery,
15 but neither mentions the Defect. Each would have been an appropriate location to
16 identify the Defect, but Kia failed to do so.

17 8. The Parasitic Drain Defect causes the Vehicles to fail in their most
18 indispensable use, that is, to reliably start the engine.

19 9. The Defect also causes serious safety concerns. Unexpected battery failure
20 leaves drivers and passengers stranded long before approaching the end of the battery's
21 three-to-five-year life cycle. The Defect can also result in the engine stalling or failure
22 of essential safety components, such as the speedometer, hazard lights, and/or power-
23 steering. In addition to the safety issues, the Defect can result in costly battery
24 replacements as well as out-of-pocket costs for things like towing, roadside assistance,
25 and portable battery chargers.

26 10. As evidenced by the complaints of Plaintiff Brenman and other Vehicle
27 owners that have been filed with the National Highway Traffic Safety Administration
28 ("NHTSA"), the Defect arises unexpectedly and presents ongoing safety concerns and

1 challenges.

2 11. Based upon the NHTSA complaints, Defendant has been on notice of the
3 Defect and resulting safety concerns since at least 2021.

4 12. Kia's pre-release testing was substantially certain to detect the Parasitic
5 Drain Defect as early as 2019. The Defect can manifest quickly, within months or days
6 of purchase. Further, the Defect is easily detectible through common pre-sale tests
7 measuring the rate of electrical drainage from the battery.

8 13. Yet, Defendant has done little, if anything, to resolve this glaring safety
9 concern. Nor has Defendant recalled the Vehicles or announced the Defect to the public
10 or its customers. Defendant and its authorized dealerships do not forewarn purchasers
11 despite their knowledge of the Defect. To the contrary, Defendant has done everything
12 in its power to suppress the Defect.

13 14. Defendant's efforts to conceal the Defect continue. When Plaintiff
14 Brenman and Class members experience the effects of the Parasitic Drain Defect and
15 present their Vehicles to Defendant's authorized repair centers, Defendant fails to
16 acknowledge the existence of the Defect, and makes no attempt to repair it.

17 15. Accordingly, this action is brought to rectify Defendant's misconduct,
18 including Defendant's conscious effort to conceal material facts concerning the Parasitic
19 Drain Defect during and after the design, distribution, marketing, and sale and/or lease
20 of the Vehicles.

21 **PARTIES**

22 **Plaintiff Marc Brenman**

23 16. Plaintiff Brenman is an adult resident of Maryland and California. On June
24 14, 2021, Plaintiff Brenman purchased a 2021 Kia Telluride certified preowned from
25 Herson's Kia, an authorized Kia dealership located in Rockville, Maryland. The
26 odometer indicated the Vehicle had 4,824 miles. The Vehicle came with a 5-year/60,000
27 mile New Vehicle Limited Warranty, a 10-year/100,000 mile Powertrain Limited
28 Warranty, and a 12-month/12,000 mile Platinum Limited Warranty. Plaintiff Brenman

1 uses the Vehicle for personal and household purposes.

2 17. This Vehicle was designed, manufactured, sold, distributed, advertised,
3 marketed, and/or warranted by Defendant.

4 18. The Vehicle’s safety and reliability were important factors in Plaintiff’s
5 decision to purchase his Vehicle. Before making his purchase, Plaintiff researched the
6 details about the Vehicle by reviewing Kia’s corporate website and the website hosted by
7 his dealership at the time. He also reviewed the window sticker, spoke to a representative
8 of the authorized Kia dealership who assured him of the quality, safety, and reliability of
9 the Vehicle, and test drove the Vehicle he ultimately purchased. Plaintiff selected and
10 ultimately purchased his Class Vehicle because the vehicle was represented to be and was
11 marketed as a high-quality vehicle capable of providing safe, reliable transportation. The
12 purchase was made in part on the advertised safety, reliability, and quality of the vehicle
13 and its components.

14 19. Starting in approximately the fall of 2025, Plaintiff Brenman began
15 receiving a message on his dashboard indicating that the “battery is discharging to an
16 external device.” Plaintiff Brenman replaced the battery. Nevertheless, the problem
17 persisted. In one incident, Plaintiff Brenman left his Vehicle parked with all user-operated
18 functions turned off (*e.g.*, the headlights, cabin lights). Hours later, Plaintiff Brenman
19 approached his Vehicle and was unable to unlock the Vehicle with the key fob. Plaintiff
20 Brenman had to manually unlock the door to raise the hood, cutting his hand in the
21 process. Thereafter, the Vehicle would not start. The battery was completely out of
22 power. No external device was connected to the Vehicle during this period. This was a
23 high-quality AAA battery that was installed two months earlier—well within the normal
24 lifecycle of the battery. The Vehicle had fewer than 33,416 miles on the odometer. In
25 order to restart the Vehicle, Plaintiff Brenman had to jump start the battery with an
26 external power source.

27 20. On December 3, 2025, Plaintiff Brenman brought the Vehicle to Herson’s
28 Kia because even the new battery was repeatedly dying. The mechanic conducted a

1 performance diagnostic and found the battery, alternator, starter, drive belts, and
2 terminals “in good condition.” Plaintiff Brenman was charged \$184.49 for the labor and
3 \$44.96 in other fees for the service. The dealership never determined the reason for the
4 battery drain, let alone resolved the issue.

5 21. At the time he purchased the Vehicle, Plaintiff Brenman did not know that
6 the Vehicle contained an unsafe Defect and that as a result he would not be able to safely
7 and reliably access and drive the Vehicle. Plaintiff Brenman relied upon Kia’s statements
8 regarding the safety and reliability of the Vehicle. However, Kia failed to disclose
9 material facts related to the Vehicle’s purpose. Additionally, the Defect significantly
10 diminishes the value of Plaintiff Brenman’s Vehicle. As a result, Plaintiff Brenman
11 received less than what he paid for the Vehicle and did not receive the benefit of the
12 bargain. Had Kia disclosed the Defect on its website, through its dealership, in its
13 warranty manual, or elsewhere prior to purchasing the Vehicle, Plaintiff Brenman would
14 not have purchased the Vehicle, or would have paid a lesser amount for the Vehicle.

15 **Defendant Kia America, Inc.**

16 22. Kia America, Inc., is a California corporation, organized, in existence, and
17 registered to do business in California under California law, with its corporate
18 headquarters located at 111 Peters Canyon Road Irvine, California, 92606.

19 23. Kia markets, sells, and leases the Class Vehicles throughout the United
20 States, including in this District. Kia is responsible for sales, marketing, service,
21 distribution, import, and export of Kia-branded products, including vehicles and parts, in
22 California, and in the United States. Kia is also the warrantor and distributor of Kia
23 vehicles, including the Vehicles in California, Maryland, and throughout the United
24 States.

25 24. Kia has thousands of authorized dealerships across the United States—
26 which are its agents—and controls the distribution of automobiles, parts, and services,
27 and warranty repairs Kia vehicles throughout the United States, all of which are under
28 Kia’s control. Kia authorizes these distributors and dealerships to sell Kia vehicles, parts,

1 and accessories and to service and repair Kia vehicles using Kia parts. Kia exerts control
2 over its dealership-agents through the technical service bulletins and other repair
3 guidance it issues to its dealerships relating to problems arising with Kia vehicles,
4 including the Defect in the Vehicles, and instructing dealerships how to perform repairs;
5 Kia's warranty directs Vehicle owners and lessees to present their Vehicles to Authorized
6 Kia Dealers for repairs and service; and Kia requires authorized dealerships to submit
7 detailed data to it regarding repairs performed at dealerships.

8 25. Kia does substantial business in California, with a significant portion of the
9 sales and leases made in California. In fact, most of its work in sales, marketing,
10 distribution, import, export, and warranty of Kia-branded products, including vehicles
11 and parts, takes place in California.

12 26. California hosts a significant portion of Kia's U.S. operations, including
13 sales and service offices and financial service offices, among others. Kia's research and
14 design facilities are in California.

15 27. In addition, the conduct that forms the basis for each and every Class
16 member's claims against Defendant emanated from Kia's headquarters in California and
17 is consistent with directives of Defendant's personnel in California.

18 **JURISDICTION AND VENUE**

19 28. The Court has subject matter jurisdiction over this action pursuant to the
20 Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d)(2), because the proposed class
21 has more than 100 members, the class contains at least one member of diverse citizenship
22 from Defendant, and the amount in controversy exceeds \$5 million.

23 29. The Court has personal jurisdiction over Defendant because Defendant is
24 headquartered and conducts substantial business in California, generally, and in this
25 District, specifically. Defendant has advertised, marketed, promoted, distributed, and sold
26 the Vehicles in California.

27 30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2), because
28 a substantial part of the events and omissions giving rise to this action occurred in this

1 District as the Defect in Plaintiff’s Vehicle was designed and marketing from Defendant’s
2 headquarters in this District and because the Defect has manifested itself within this
3 District.

4 31. To the extent there is any contractual or other impediment to pursuit of these
5 claims on a class action basis, Plaintiff specifically alleges, and will prove, if necessary,
6 that any bar to class action proceedings is unconscionable, unfair and against public
7 policy.

8 **FACTUAL ALLEGATIONS**

9 **A. Kia Markets the Telluride as a Safe and Reliable Vehicle**

10 32. Kia America, Inc. is the marketing and distribution arm of Kia Motors
11 Corporation based Seoul, Korea. Headquartered in Irvine, California, Kia touts itself as
12 having “been the highest ranked mass market brand in initial quality for five consecutive
13 years according to J.D. Power, and is recognized as one of the 100 Best Global Brands
14 by Interbrand.”¹ Kia “offers a range of gasoline, hybrid, plug-in hybrid, and electric
15 vehicles sold through a network of nearly 800 dealers in the U.S.”²

16 33. The Telluride is a three-row SUV and one of Kia’s most popular models,
17 selling approximately 123,281 in 2025.³ Since Kia first launched the Telluride in 2019,
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21

22 ¹ KIA MEDIA, *Kia receives Six Top Safety Pick Ratings From Insurance Institute for Highway Safety*
23 (Feb. 17, 2020), available at <https://www.kiamedia.com/us/en/media/pressreleases/16009/kia-receives-six-top-safety-pick-ratings-from-insurance-institute-for-highway-safety>.

24 ² KIA MEDIA, *2027 Kia Telluride Named Best Three-Row Family Suv By The Northwest Automotive*
25 *Press Association* (May 18, 2026), available at
26 <https://www.kiamedia.com/us/en/media/pressreleases/24671/2027-kia-telluride-named-best-three-row-family-suv-by-the-northwest-automotive-press-association-nwa>.

27 ³ Keith Laing, *This is why the Telluride is one of Kia’s most important cars*, USA Today (Mar. 26,
28 2026), available at <https://www.usatoday.com/story/cars/news/2026/03/26/kia-telluride-most-important-car/89299528007/>.

1 it has been named the best mid-size SUV several times over.⁴ Kia insiders refer to it as
2 the “Selluride” because of its unprecedented popularity.⁵

3 34. Upon release, Kia explained that the Telluride is “[i]maged in America,
4 designed at Kia’s design studio in California, [] assembled in Georgia, [and] the
5 Telluride is the largest Kia ever. It provides comfortable seating for up to eight, a
6 powerful 291-hp 3.8-liter V6, available active on-demand all-wheel drive, and an
7 inspiring view of the world. The Telluride offers potential for exploration and adventure
8 every time it’s on the road.”⁶

9 35. In 2025, the Telluride was named one of the “Best Cars for Families” by
10 the U.S. News & World Report for the sixth year in a row.⁷ Kia touts that the award
11 honors cars that “offer the best combination of safety, reliability, space, convenience,
12 and connectivity.”⁸ Kia’s Chief Operating Officer and Executive Vice President of Kia
13 America, Steven Center explains that “[t]hese accolades validate Kia’s dedication to
14 engineering high-quality vehicles designed to fulfill the needs of the entire family.”⁹

15 36. Kia consistently represents that the Class Vehicles are safe and reliable,
16 including in advertising that the “Telluride is engineered to be capable in a variety of
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22 ⁴ See, e.g., Eric Brandt, *Kia Telluride Is Our Midsize SUV Best Buy of 2025*, Kelly Blue Book (Feb. 2,
2025), available at <https://www.kbb.com/awards/best-buy-awards-2025-kia-telluride-midsize-suv/>.

23 ⁵ *Id.*

24 ⁶ KIA MEDIA, *2020 Telluride Overview* (Mar. 19, 2019), available at
<https://www.kiamedia.com/us/en/models/telluride/2020>.

25 ⁷ KIA MEDIA, *Two Kia Models Win U.S. News & World Report 2025 “Best Cars for Families” Awards*
26 (Mar. 20, 2025), available at <https://www.kiamedia.com/us/en/media/pressreleases/23047/two-kia-models-win-us-news-and-world-report-2025-best-cars-for-families-awards>.

27 ⁸ *Id.*

28 ⁹ *Id.*

1 driving conditions and provide a driving experience that is enjoyable and confidence-
2 inspiring.”¹⁰

3 37. Kia also represents, through its authorized dealers, that the typical battery
4 life is three to five years for the Class Vehicles.¹¹

5 **B. The Defect Renders the Class Vehicles Dangerous and Unfit for Ordinary Use**

6 38. The Vehicle’s electrical system consists of the battery, an alternator,
7 various electrical and computer components, and various ECMs. The ECMs regulate
8 the flow of electricity and are responsible for controlling the rate at which the Vehicle
9 subsystem they govern will drain the battery.

10 39. Like most modern cars, the Class Vehicles operate on a 12-volt battery.
11 When the engine is turned off, the battery is the only source of power. The battery is
12 used to start the engine, and must have sufficient charge to do so. Ordinarily, while the
13 engine is running, the alternator is recharging the battery, the computer systems are fully
14 operational, and the ECMs direct needed power accordingly. When a vehicle is turned
15 off, most electronic components should enter a low-power “sleep mode.” Certain
16 modules remain accessible and lightly active in order to, for example, detect key fobs,
17 receive remote-start commands, or monitor anti-theft systems. The battery is the
18 exclusive source of power for these features while the Vehicles are turned off. In a
19 properly operating vehicle, a small amount of battery drain is normal even while the
20 vehicle is turned off.

21 40. Properly functioning electrical components and ECMs work together to
22 coordinate and regulate the flow of energy from the battery. However, where the
23 electrical components and/or ECMs are improperly designed, manufactured, or
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26 ¹⁰ KIA MEDIA, *All-New 2020 Kia Telluride Offers Rugged Luxury* (Mar. 19, 2019), available at
27 <https://www.kiamedia.com/us/en/media/pressreleases/23047/two-kia-models-win-us-news-and-world-report-2025-best-cars-for-families-awards>.

28 ¹¹ See, e.g., Kia of Brandon, <https://www.brandonkia.com/kia-telluride-battery.htm> (last visited May 20, 2026).

1 installed, various electrical components and/or the ECMs will draw from the battery at
2 an excessive rate, causing the battery to lose charge prematurely and one or more of the
3 systems that depend on the battery will fail. The resulting “parasitic drain” is a defect
4 introduced by the design and/or manufacture of the Vehicles.

5 41. The Class Vehicles suffer from parasitic drain as a result of a defect in the
6 design or manufacture. Discovery will uncover the precise root cause.

7 42. Kia uniformly designed and/or manufactured the Class Vehicles with
8 ECMs and/or associated electrical subsystems that cause parasitic drain in the Class
9 Vehicles. These defective components were designed, installed, and/or manufactured
10 by Kia, and were present in the Class Vehicles at the time of sale.

11 43. The Parasitic Drain results in numerous problems with the operation of the
12 Class Vehicles. When parasitic drain depletes the battery while the Vehicle is turned
13 off, the battery will not have sufficient charge to power the cabin lights or the unlock
14 function on the key fob. Additionally, the battery will not have sufficient charge to start
15 the engine, and the Class Vehicle will not turn on at all or absent assistance from an
16 external power source.

17 44. The Parasitic Drain Defect also damages the Class Vehicles. Repeated and
18 excessive depletion of the battery results in premature failure of the battery. Batteries
19 only have a limited number of charging cycles because with each cycle the battery loses
20 some of its storage capacity. This loss of storage is irreversible. Eventually, the battery
21 will not be able to hold sufficient charge to support the Vehicle’s essential electrical
22 functions. No amount of external power will correct the issue. Through repeatedly
23 drawing down the battery’s charge, the Parasitic Drain Defect significantly shortens the
24 battery’s operational life.

25 45. Additionally, the Class Vehicles’ battery works in tandem with the
26 alternator to regulate voltage in the electrical system to avoid power surges that can
27 damage the Vehicles’ electrical components. When parasitic drain depletes the battery
28 charge, the battery cannot assist the alternator in regulating energy flows to the Vehicles’

1 electrical components, which causes damage to those electrical components in the event
2 of a power surge. The Parasitic Drain Defect also detrimentally affects the performance
3 of the Class Vehicles while they are in operation on the road. Prior to the complete
4 failure of a battery, parasitic drain causes key safety components (*e.g.*, hazard lights,
5 power-steering, and speedometers) to fail, even when the Vehicle is in operation. As the
6 battery degrades, the dashboard, headlights, and hazard lights flicker and may even turn
7 off completely due to poor electricity flow coming from the battery and/or alternator. In
8 severe cases, the dashboard turns off completely leaving drivers with no speedometer,
9 the power steering faults, or the engine stalls in moving traffic.

10 46. The Parasitic Drain Defect poses significant safety risks, including
11 stranding drivers and passengers in remote locations without assistance. The continuous
12 and repeated depletion of the battery's charge can also detrimentally affect the Vehicle's
13 safety features, leaving the car without anti-theft features, or in extreme circumstances,
14 causing the Vehicle to stall while driving on the highway.

15 47. Kia warrants "the outstanding quality and durability of every new Kia that
16 rolls off the assembly line."¹² The Vehicles come with a New Vehicle Limited Warranty
17 ("NVLW") and a 10 year/100,000 mile Powertrain Limited Warranty, which Kia
18 describes as "Industry-Leading."¹³ The NVLW states that Kia will cover "most vehicle
19 components and systems" for the shorter of 60 months or 60,000 miles and "applies to
20 factory defects" and most repairs "due to workmanship or material defects."¹⁴

21 48. Even so, Kia has failed to provide any resolution, let alone a lasting
22 resolution, for this known safety defect.

23 49. As a result of the Parasitic Drain Defect, and Defendant's continued
24 concealment, Plaintiff Brenman and Class members have been forced to troubleshoot

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26 ¹² Kia Owners, Warranty, available at <https://owners.kia.com/us/en/service-page/warranty.html> (last
visited May 21, 2026).

27 ¹³ Kia Warranty, available at <https://www.kia.com/us/en/warranty> (last visited May 21, 2026).

28 ¹⁴ *Id.*

1 the issue themselves and seek repeated assistance from Kia service centers, third-party
2 mechanics, and towing companies.

3 **C. The Parasitic Drain Defect Was in Kia’s Exclusive Knowledge and Control**

4 50. Throughout the relevant period, Kia designed, manufactured, distributed,
5 imported, warranted, marketed, advertised, serviced, sold, and leased the Class
6 Vehicles. Upon information and belief, Kia has sold, directly or indirectly through
7 dealers and other retail outlets, hundreds of thousands of Class Vehicles in California,
8 Maryland and nationwide.

9 51. Kia’s pre-release testing was substantially certain to detect the Parasitic
10 Drain Defect. It manifests quickly, within months or days of purchase. Additionally, the
11 Defect is easily detectible through common tests measuring the rate of electrical
12 drainage from the battery. On information and belief, Kia conducted pre-sale testing,
13 approved the defective electrical components and/or ECMs, and subsequently sold the
14 Vehicles to Plaintiff and the Class without disclosing the Parasitic Drain Defect.

15 52. Upon information and belief, Kia was notified as early as 2019 that the
16 Vehicles are defective and not fit for their intended purpose of providing consumers
17 with safe and reliable transportation. Nevertheless, Kia failed to recall the Vehicles
18 or disclose the Parasitic Drain Defect to Plaintiff Brenman and Class members at the
19 time of purchase or lease and thereafter.

20 53. Prior to purchasing or leasing the Vehicles, Plaintiff and Class members
21 did not know that the Vehicles suffered from the Parasitic Drain Defect and did not
22 contemplate that they would be unable to reliably access and drive their Vehicles
23 because of the Defect.


24 54. No reasonable consumer expects parasitic drainage within the normal
25 useful life of the battery or the Vehicles, and certainly not within months of purchase.

26 55. The Parasitic Drain Defect presents a safety concern, and although
27 numerous consumers have complained about and brought their Vehicle to Kia to address
28 the Defect, Kia has failed to adequately address the Defect or issue a recall.


1 56. Numerous online message board discussions and complaints highlight the
 2 dangers posed by the Defect. A sampling of these are below:

3 (Complaints from Kia Telluride Forum)¹⁵


4 **Battery Drain Issue**
 5 Azul783 · Aug 28, 2020

6  Aug 28, 2020 #1
 7 My Kia Telluride is only 2 months old and battery keeps draining overnight. The Kia service center
 8 has no clue what's causing the drain. It's been in for service for over one week and seems to be a
 9 major electrical problem. Has anyone else had this issue? Maybe I have a lemon?


10 **Azul783**
 11 New Member
 12 Messages: 1
 13 Likes: 0
 14 Location: Boca Raton, FL, USA

15  Aug 29, 2020 #2
 16 **Azul783 said:**
 17 My Kia Telluride is only 2 months old and battery keeps draining overnight. The Kia service center has no clue
 18 what's causing the drain. It's been in for service for over one week and seems to be a major electrical problem.
 19 Has anyone else had this issue? Maybe I have a lemon?

20 **jazzyone**
 21 Member
 22 Messages: 320
 23 Likes: 178
 24 Your KT shouldn't drain the battery overnight. I've had mine over a week sitting in the garage and still
 25 have not had any problems with battery drain. Have the dealer replace the battery under warranty.
 26 Seems like bad batteries issues are more frequent then not. Search this and other Telluride forums.

27  May 5, 2021 #3
 28 Have had same issues with battery and immobilizer notifications! It dies while driving and can only
 use brakes. Happened when I drove off lot 06/05/20 five times! Had it towed to dealer took them
 forever to figure out the problem. It was so called fixed and it died on me twice today while driving.
 I'm reporting it to the manufacturer and believe I have a lemon based on Iowa Lemon Laws. It's not
 safe. I have two young kids in car seats. Sorry you all have had issues with this #1 consumer reports
 recommended SUV! Be safe!!

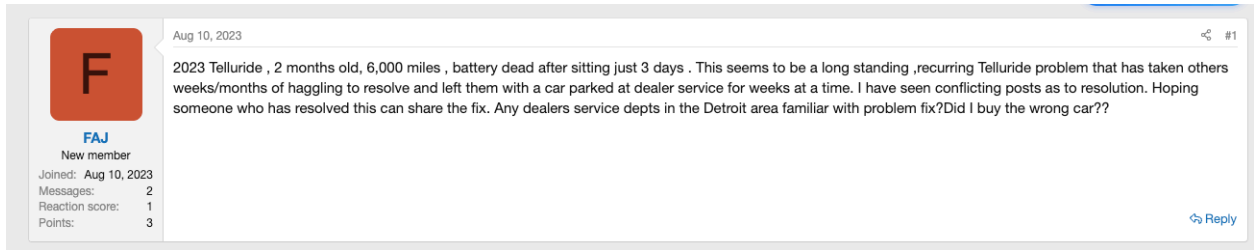
ErinMarie
 New Member
 Messages: 7
 Likes: 2
 Location: Coralville, IA, USA
[Telluride 2020](#)

 Sep 1, 2021 #5
 My Telluride now has had the battery replaced and is, for the third time, sitting at the dealership
 hoping to resolve the problem. I asked that they do a "Parasitic Draw Test" recommended by my son
 who is a mechanic. Says all computers shut down eventually when car is off. This will show any that
 do not. We will see!

Dissappointed Driver
 New Member
 Messages: 4
 Likes: 2
 Location: 33993
 Also, the error message I get when I try to start when it's dead is "Doesn't Recognize Key"??? Even
 changed key battery!

[Telluride 2020](#)

15 *Battery Drain*, Kia Telluride Technical Forums (various users),
 https://www.kiatelluride.org/threads/battery-drain-issue.1613/ (last visited May 20, 2026).



(From Facebook)¹⁶



Why does the 2023 Kia Telluride battery keep dying?

🔗 Titles are generated by AI from Meta

Anyone have a battery die in a 2023 and get locked out of vehicle? Put new battery in and died the very next day as well? Several other issues as well. Mostly electronic, a recall for harness for pilot seat airbags and some cosmetic failures that had to be replaced/fixed?



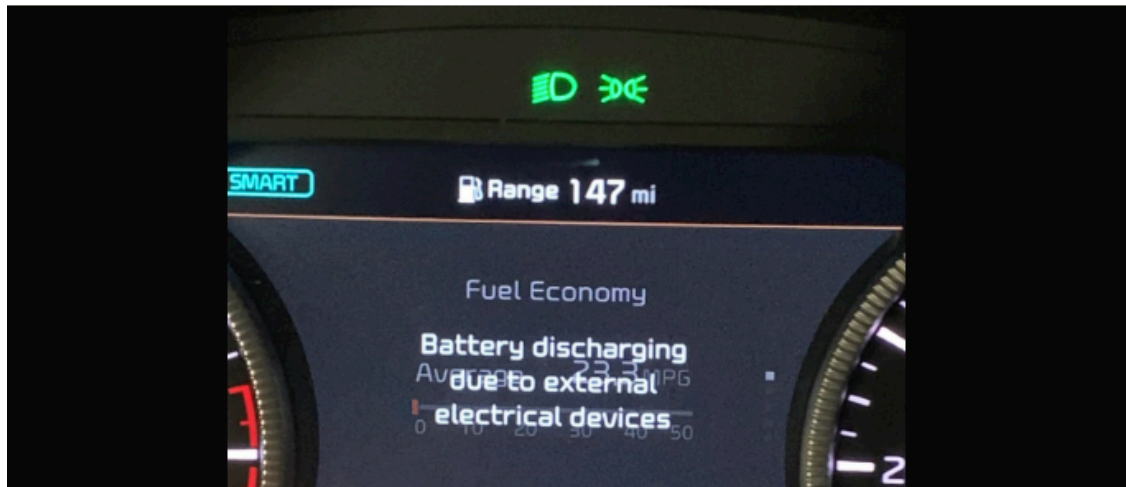
Kia Telluride battery keeps dying suddenly?

🔗 Titles are generated by AI from Meta

I purchased my KIA Telluride in 2022. It's been great until 2 months ago. All the sudden the battery was dead & this notice appeared. We called KIA & they suggested replacing the battery. Done. 2 weeks later, it happened again. We called our dealership & they were nice enough to offer a loaner car while they tried to fix the problem. After 2 days we picked up our car. 2 weeks later, same problem. We took our car back to the dealership & drove home in a loaner car. After 4 days they couldn't find a problem & the car hadn't lost any power. We suggested waiting 2 more days. The next call was the dealership saying the battery was dead again. They couldn't find a problem.

Please help, no one seems to know what is happening to the battery. Has anyone ever heard of this ?

Thank you



(From Reddit)¹⁷



r/KiaTelluride · 7mo ago
adsarah

...

What can cause the Telluride battery to die regularly?

We have a 2021 Kia Telluride SX. Always had issues with the car battery dying*.

-->Including a time I had to call roadside assistance because **the car was SO dead it wouldn't unlock**, so someone had to break into the car to jump it (the key didn't fit - pro tip, check your key before you get in this situation).

Does anyone know what kind of parastic draw issues Tellurides might have to troubleshoot ?

What we've figured out so far:

-If you open the power gate 3 or more times there is a 60-80% chance you'll need to jump the car.

-Also, if we don't drive the car for 2+ days (and definitely a week or more) it won't start. Camping trips where we aren't driving but opening and closing the gate several times guarantee a jump

-We sometimes turn off the auto lights / AC and the car will start if the battery is on the edge.

Please help!! We are going on a week-long plane trip and I'm afraid when we come back we won't be able to drive home because the battery will be beyond jump-start dead again.

↑ 5 ↓ · 25

57. Online Reputation Management (ORM) is now a standard business practice among major companies and entails monitoring consumer forums, social media, and other sources on the internet where consumers can review or comment on products. ORM involves the monitoring of the reputation of an individual or a brand on the internet, addressing content, which is potentially damaging to it, and using customer feedback to try to solve problems before they damage the individual's or brand's reputation. Many companies offer ORM consulting services for businesses. Like most companies, Kia cares about its reputation and regularly monitors online customer reviews because they provide valuable data regarding quality control issues, customer satisfaction, and marketing analytics. Negative reviews like those displayed above would be particularly

¹⁶ FACEBOOK, <https://www.facebook.com/groups/432208147570999/posts/2028751954583269/> (last visited May 20, 2026); FACEBOOK, <https://www.facebook.com/groups/432208147570999/posts/1535867343871735/> (last visited May 20, 2026).

¹⁷ REDDIT, https://www.reddit.com/r/KiaTelluride/comments/1onjuyk/what_can_cause_the_telluride_battery_to_die/ (last visited May 20, 2026).

1 attention-grabbing for Kia’s management because extreme reviews are often the result of
2 material problems—i.e., poor performance and a disconnect between the Vehicles
3 received and user expectations. As such, on information and belief, Kia’s management
4 knew about the above-referenced consumer complaints shortly after each complaint was
5 posted.

6 **D. Consumers Have Reported the Defect to NHTSA**

7 58. Kia, like other automobile manufacturers, reviews complaints made by
8 consumers to the NHTSA.

9 59. Consumers have reported the Parasitic Drain Defect to the NHTSA, and
10 indicate having taken their Vehicles to Kia authorized dealerships in their attempts to
11 have the Defect repaired.

12 60. Examples of complaints made to the NHTSA about the Vehicles’ failure to
13 start are shown below, unedited:

- 14 • **NHTSA ID Number: 11556445; Report date: 11/21/2023; Model Year:**
15 **2023.**

16 There is something wrong with the electrical system that drains the battery.
17 I keep getting. [sic] An ESC code, and then the battery goes dead. The car
18 has been at the dealership for the past three days and they are unable to
19 duplicate the problem. I showed them a video I took of the instrument cluster
20 which shows the code and electrical issues. The Kia dealership says they
21 cannot do anything about the code because they are unable to duplicate the
22 air while the vehicle is in their possession. This has happened twice on a
23 new 2023 car. The dealership says they are returning me my vehicle with no
24 resolution. So essentially, I’m getting a broken car returned to me. When
25 you online search “ESC” Kia there appears to be a lot of complaints about
26 this exact same issue but no fix?

- 27 • **NHTSA ID Number: 11518264; Report date: 4/21/2023; Model Year:**
28 **2021.**

My wife had placed our two children in the car in their car seats. She
attempted to start the vehicle by pressing the brake and the starter button.
Though all the dome lights and other normal electrical items were on at the
time, as soon as she attempted to start the car, it instantly went dead. There
was no power to anything, and all the interior dome lights did not work. No

1 matter how often she attempted, she could not start the vehicle, even with
2 accessory mode. It was almost as if the battery had been suddenly removed
3 from the vehicle. At no point was the car moved outside of park. My wife
4 removed our two kids from the vehicle, and shortly after, they were secured
5 in our other vehicle; without my wife being in the Telluride, the car turned
6 on itself. All interior lights were on, and the car was functional. She found
7 that while the radio was on, the HVAC that had been on was now off. In
8 addition, the fuel performance reset to zero. She turned off the vehicle, and
9 we could not reproduce the issue. From a safety perspective, this was very
10 unnerving as it involved our children in our car, but also that the car started
11 on its own after five minutes. If we were not at home and the car could have
12 been running in the garage without our involvement. All regular
13 maintenance and satisfaction of recalls had been completed by a Kia-
14 authorized dealership before this event.

11 • **NHTSA ID Number: 11564861; Report date: 1/11/2024; Model Year:
12 2020.**

12 I have a fairly brand new 2020 Kia Telluride with only about 50,000 miles
13 on it and one day out of no where [sic] the car won't start and now I'm
14 getting a check ESC message. Since it's fairly new I had it jump started and
15 the car quickly turned on and ran fine for the rest of the day. The following
16 day the car hesitated when turning on but it started. I was driving and when
17 I got to a light and when the light turned green and went to take off the car
18 wouldn't go. It turned off again and would start back up. I went into the KIA
19 forum and noticed that a lot of Kia Telluride owners are experiencing this
20 same issue but all seem to have different resolutions from needing a new
21 battery, or a new starter or that the IBU system is blown. This is very
22 frustrating because I don't necessarily know where I need to begin and I don't
23 want to have waste my money with trying to figure out exactly what is going
24 on with my car.

21 • **NHTSA ID Number: 11564861; Report date: 5/9/2024; Model Year:
22 2020.**

23 My 2020 Kia Telluride SX model won't start, I get an error "Check ESC".
24 [sic] It will also have other warning lights [sic] come on also. The failure from
25 the start seemed like the bad battery and a (TOC TOC) sound was heard
26 when trying to turn it on several times Had the checked the battery and
27 replaced because it was bad, after a month days it began to have the problem
28 again Jumpstarting the car worked but only temporarily. The next day, or
within a few hours the same issue of not turning over.

- 1 • **NHTSA ID Number: 11643138; Report date: 2/17/2025; Model Year: 2023.**

2 Battery Drain. No lights left on, nothing plugged in. I suspect IBU Module
3 or some other wiring to be [sic] causing a parasitic draw. This has been a
4 common issue and KIA needs to address it with a recall.

- 5 • **NHTSA ID Number: 11705382; Report date: 12/16/2025; Model Year: 2020.**

6 When parked on an incline, the vehicle will not start and has to have the
7 battery jumped. When attempting to start the vehicle, you can hear a clicking
8 sound and an error message pops up saying "Check ESP". After this
9 happens, the windows will roll down to about a 1/8 crack and will not roll
up even after the car has been jumped and is on.

- 10 • **NHTSA ID Number: 11720148; Incident date: 2/24/2026; Model Year: 2021.**

11 Cooling fans running continuously after the car is turned off, which drains
12 the battery. The dealership has identified that this is due to a faulty fan relay
13 that will need to be completely replaced. The battery has been replaced once
14 and the issue continued indicating that it was not a battery issue. The car ran
15 out of battery in a busy location and caused risk to the passengers that were
16 then exposed to busy traffic. The car has been inspected by repair specialists
17 at the Vaden Hyundai Service Center. There were no warning lamps,
messages or other symptoms before the problem began.

- 18 • **NHTSA ID Number: 11518264; Incident date: 4/7/2023; Model Year: 2021.**

19 After a few months from purchasing (9/2022), I noticed some weird
20 electrical issues occurring. The first thing I noticed was that sometimes the
21 rear wiper blades would turn on automatically when shifting in reverse when
22 the wiper blades were off. I would turn the rear wiper blades on then off
23 repeated times until they finally stayed in off mode. As time went on, then
24 the drivers side window would roll down automatically after starting the
25 vehicle, and it would not shut all the way after pressing the button. I would
26 have to hold the up button when turning the engine off, just so the window
27 would remain completely closed when parked. Sometimes, this would
28 continue for a week or more...then it would go back to normal for a few
months. These issues would continue and others started to arise such as the
check engine lights, low battery etc. appearing while starting the vehicle.
Sometimes it would say that the engine is on, when it wasn't...so I would
hear a warning signal when trying to leave the vehicle with my key fob. I

1 would have to press the stop engine button and wait for it to say that the
2 engine is off. This evolved into the car struggling to start...with a repeated
3 clicking noise being heard. All warning and hazard notifications appear on
4 the main screen and the driver's side window rolls down by itself and it takes
5 5-7 minutes for it to start, but eventually does. This has been going on now
6 for since March of 2024...so it's not a battery issue, or a starter issue...but
7 based on the nature of these malfunctions...it is electrical issues...which can
8 pose a serious safety threat...especially with a potential electrical fire. What
9 are our options for a potential manufacturer recall? As of this writing, it took
10 roughly 20 minutes to start my vehicle, as it is very cold in Rochester, NY.
11 I recently had my vehicle fully serviced (8/25) and it wasn't acting up at the
12 time so they couldn't pinpoint any electrical issues. I took videos of the
13 incidents.

14 61. Given Kia's obligations to monitor and report defects to NHTSA, and the
15 volume of complaints in public message boards and NHTSA complaints, Kia knew but
16 failed to report the defect to the public. These acts and omissions violated various laws
17 as detailed below, including Maryland state consumer protection laws.

18 62. Defendant has long known that the Vehicles have a parasitic drain defect.
19 Defendant has exclusive access to information about the Defect through its dealerships,
20 pre-release testing data, warranty data, customer complaint data, and replacement part
21 sales data, among other sources of aggregate information about the problem. In contrast,
22 the Defect was not known or reasonably discoverable by Plaintiff and Class members
23 prior to purchase and without experiencing the Parasitic Drain Defect firsthand.

24 63. Defendant owes a duty to disclose the Defect to Plaintiff and Class
25 Members because Defendant has exclusive knowledge or access to material facts about
26 the Vehicles that are not known or reasonably discoverable by Plaintiff and Class
27 members until, and even after, the defect has manifested; and because Defendant has
28 actively concealed the Defect from its customers.

64. Kia has been aware of the ongoing issue and, to date, Kia has failed to
remedy the Defect and continues to sell the Class Vehicles despite its knowledge of the
Defect.

1 65. To date, Kia has not demonstrated that it is capable of providing an adequate
2 repair for the Defect, and Plaintiff and Class members do not know whether Kia is capable
3 of providing a repair for the Defect. Presently, without the benefit of discovery, it is for
4 all practical purposes impossible to know whether a remedy at law or in equity will
5 provide the appropriate full relief for Plaintiff and Class members. As a result, Plaintiff,
6 at this stage of the litigation, seeks both restitution and a remedy at law, where the claims
7 so permit. Further, Plaintiff seeks an injunction enjoining Kia and its agents, servants,
8 and employees, and all persons acting under, in concert with, or for it from selling or
9 leasing Class Vehicles without notice that they are subject to the Defect, which cannot be
10 repaired.

11 **E. Kia Fails to Respond to the Defect**

12 66. Kia knew of the Defect at the time of sale or lease of the defective Vehicles.
13 Plaintiff and Class members, however, had no such knowledge, as the Defect is latent in
14 nature and not ascertainable upon reasonable examination of the Vehicle.

15 67. Upon presentment of the Class Vehicles with the Defect, class members are
16 routinely told that the Defect is not covered under the applicable warranty as it is expected
17 wear on the battery, and Class members are forced to pay out of pocket for new batteries
18 and incidental costs incurred related to the battery failure, e.g., towing, rideshares.

19 68. As seen above in numerous consumer complaints, the cost of replacing
20 batteries can be hundreds of dollars. Further, many class members report having to
21 replace their batteries multiple times in short periods, which can cost hundreds or
22 thousands of dollars. Replacing the batteries also does not fix the underlying Defect.

23 69. Despite having more than an adequate opportunity to successfully remedy
24 the Defect in the Vehicles, Kia has failed to do so. Kia dealers have attempted various
25 fixes but none appears to resolve the problem.

26 70. Kia concealed, and continues to conceal, and omitted and omits, the fact that
27 the Vehicles contain the Defect. Kia also continues to conceal the fact that replacing the
28 batteries will not fix the Defect. Despite its knowledge of the Defect, Kia continued to

1 sell Vehicles without disclosing this material information and instead omitting it, a fact
2 which Vehicle owners and lessees cannot reasonably discover until after the purchase is
3 made.

4 71. Then, when batteries prematurely drain, Kia (through the sale of OEM parts)
5 and its Kia dealerships reap significant financial benefits by forcing consumers to replace
6 parts at their own costs. And, because replacement parts do not fix the Defect, it is only
7 a matter of time before replacement batteries prematurely drain and need to be replaced.

8 **F. The Defect Has Harmed Plaintiff and The Class**

9 72. The Defect has caused injury to Plaintiff Brenman and the Class. Plaintiff
10 Brenman and Class members have out-of-pocket losses related to repairing, maintaining,
11 and servicing their defective Vehicles and costs associated with arranging and obtaining
12 alternative means of transportation, and other incidental and consequential damages
13 recoverable under the law.

14 73. Plaintiff and the Class have also been damaged by Defendant's
15 misrepresentations, concealment, and non-disclosure of the Defect in the Vehicles
16 because they purchased Vehicles they otherwise would not have purchased, paid more
17 for those Vehicles than they would have paid, are subjected to an unreasonable risk to
18 their safety, and unnecessarily paid and will continue to pay repair costs. They did not
19 receive the benefit of their bargain.

20 74. Had Plaintiff and Class members known about the Defect at the time of
21 sale or lease, as well as the associated costs related to the Parasitic Drain Defect,
22 Plaintiff and Class members would not have purchased the Class Vehicles or would
23 have paid less for them.

24 75. Plaintiff and the Class have been denied the use and enjoyment of the
25 Vehicles, suffering safety hazards when their Vehicles failed to start or operate as
26 needed. The unreliability of the battery and electrical system leaves Plaintiff Brenman
27 and Class members concerned that the system could fail at any time.

28

1 76. The Vehicles were worth less than they would have been but for Defendant's
2 failure to disclose and remedy the Parasitic Drain Defect.

3 **TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL**

4 77. Any applicable statute of limitations has been tolled by Defendant's
5 knowing and active concealment of the Defect and misrepresentations and omissions
6 alleged herein. Through no fault or lack of diligence, Plaintiff Brenman and members of
7 the Class were deceived regarding the Class Vehicles and could not reasonably discover
8 the Defect or Defendant's deception with respect to the Defect.

9 78. Plaintiff Brenman and Class members did not discover and did not know of
10 any facts that would have caused a reasonable person to suspect that Defendant was
11 concealing a defect and/or the Class Vehicles contained the Defect and the corresponding
12 safety risk. As alleged herein, the existence of the Defect was material to Plaintiff and
13 members of the Class at all relevant times. Within the time period of any applicable
14 statutes of limitations, Plaintiff and members of the Class could not have discovered—
15 through the exercise of reasonable diligence—the existence of the Defect or that the
16 Defendant was concealing the Defect.

17 79. At all times, Defendant is and was under a continuous duty to disclose to
18 Plaintiff and Class members the true standard, quality, and grade of the Class Vehicles
19 and to disclose the Defect and corresponding safety risk due to their exclusive and
20 superior knowledge of the existence and extent of the Defect in Class Vehicles.

21 80. Defendant knowingly, actively, and affirmatively concealed the facts
22 alleged herein, and the Defect itself. Plaintiff and Class members reasonably relied on
23 Defendant's knowing, active, and affirmative concealment.

24 81. For these reasons, all applicable statutes of limitation have been tolled based
25 on the discovery rule and Defendant's fraudulent concealment, and Defendant is estopped
26 from relying on any statutes of limitations.

27 **CLASS ACTION ALLEGATIONS**

1 82. Plaintiff seeks relief in his individual capacity and seeks to represent a class
2 consisting of all others who are similarly situated. Pursuant to Fed. R. Civ. P. 23(a) and
3 (b)(2) and/or (b)(3), Plaintiff seeks certification of a Class initially defined as follows:

4 **All persons in the United States who formerly or currently**
5 **own or lease one or more of the Class Vehicles.**

6
7 83. Plaintiff also seeks relief in his individual capacity and seeks to represent a
8 subclass consisting of all others who are similarly situated. Pursuant to Fed. R. Civ. P.
9 23(a) and (b)(2) and/or (b)(3), Plaintiff seeks certification of a subclass (the “Maryland
10 Class”) initially defined as follows:

11 **All persons in the State of Maryland who formerly or**
12 **currently own or lease one or more of the Class Vehicles,**
13 **purchased and/or serviced in the State of Maryland.**

14 84. Excluded from the Class and/or Subclass are Defendant and its subsidiaries
15 and affiliates, Defendant’s executives, board members, legal counsel, the judges and all
16 other court personnel to whom this case is assigned, their immediate families, and those
17 who purchased the Vehicle for the purpose of resale.

18 85. Plaintiff reserves the right to amend or modify the Class and subclass
19 definitions with greater specificity or division into other subclasses after he has an
20 opportunity to conduct discovery. Additionally, the models and model years of vehicles
21 comprising the Class Vehicles are subject to revision based upon information learned
22 through the discovery process.

23 86. Numerosity. Fed. R. Civ. P. 23(a)(1). The Class and subclass are so
24 numerous that joinder of all members is unfeasible and not practicable. While the precise
25 number of Class members has not been determined at this time, Plaintiff is informed and
26 believes that at least or near 100,000 consumers in the United States have purchased or
27 leased the Class Vehicles.

1 87. Commonality. Fed. R. Civ. P. 23(a)(2) and (b)(3). There are questions of
2 law and fact common to the Class and subclass, which predominate over any questions
3 affecting only individual Class members. These common questions of law and fact
4 include, without limitation:

- 5 a. whether Kia engaged in the conduct alleged herein;
- 6 b. whether there is a Defect in the Class Vehicles;
- 7 c. whether Kia sold and leased Vehicles with pre-sale knowledge of the
8 Defect;
- 9 d. whether Kia knew or should have known of the Defect, and if so, how
10 long it knew of this Defect;
- 11 e. whether Kia knowingly failed to disclose and misrepresented material
12 facts to purchasers and lessees of Class Vehicles;
- 13 f. whether the Class Vehicles are unmerchantable;
- 14 g. whether Kia breached warranties;
- 15 h. whether Kia's conduct alleged herein violates consumer protection
16 statutes, warranty laws, and other laws as asserted herein;
- 17 i. whether Plaintiff and Class members overpaid for their Vehicles in
18 light of the Defect; and
- 19 j. the nature of the relief, including equitable relief, to which Plaintiff
20 and the Class members are entitled.

21 88. Typicality. Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the
22 claims of the Class. Plaintiff and all Class members were exposed to uniform practices
23 and sustained injury arising out of and caused by Defendant's unlawful conduct.

24 89. Adequacy of Representation. Fed. R. Civ. P. 23(a)(4). Plaintiff will fairly
25 and adequately represent and protect the interests of the members of the Class and
26 subclass. Plaintiff's Counsel are competent and experienced in litigating class actions.

27 90. Superiority of Class Action. Fed. R. Civ. P. 23(b)(3). A class action is
28 superior to other available methods for the fair and efficient adjudication of this

1 controversy since joinder of all the members of the Class is impracticable. Furthermore,
2 the adjudication of this controversy through a class action will avoid the possibility of
3 inconsistent and potentially conflicting adjudication of the asserted claims. There will be
4 no difficulty in the management of this action as a class action.

5 91. Injunctive and Declaratory Relief. Fed. R. Civ. P. 23(b)(2). Defendant’s
6 misrepresentations are uniform as to all members of the Class and subclass. Defendant
7 has acted or refused to act on grounds that apply generally to the Class and subclass, so
8 that final injunctive relief or declaratory relief is appropriate with respect to the Class and
9 subclass as a whole.

10 **FIRST CAUSE OF ACTION**
11 **Violations of the Maryland Consumer Protection Act**
12 **Md. Code Com. Law § 13-101, *et seq.* (“MCPA”)**
13 **(On Behalf of Plaintiff and the Maryland Class)**

14 92. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

15 93. Plaintiff Brenman brings this claim on behalf of himself and the members
16 of the Maryland Class.

17 94. The MCPA prohibits a person from engaging “in any unfair, abusive, or
18 deceptive trade practice” in the “sale” or “lease . . . of any consumer goods.” *See* Md.
19 Code Ann., Com. Law § 13-303.

20 95. The MCPA defines “[u]nfair, abusive, or deceptive trade practices” to
21 include any “[f]alse, falsely disparaging, or misleading oral or written statement, visual
22 description, or other representation of any kind which has the capacity, tendency, or effect
23 of deceiving or misleading consumers.” Md. Code Ann., Com. Law § 13-301(1). The
24 MCPA also prohibits any “[d]eception, fraud, false pretense, false premise,
25 misrepresentation, or knowing concealment, suppression, or omission of any material fact
26 with the intent that a consumer rely on the same in connection with . . . [t]he promotion
27 or sale of any consumer goods.” Md. Code Ann., Com. Law § 13-301(9) – 13-301(9)(i).

1 96. Plaintiff Brenman and Maryland Class members are “consumers” within the
2 meaning of the MCPA. *See* Md. Code Ann., Com. Law § 13-301(c).

3 97. The Class Vehicles are “consumer goods” within the meaning of the MCPA.
4 *See* Md. Code Ann., Com. Law § 13-301(d).

5 98. Defendant is a “person” within the meaning of the MCPA. *See* Md. Code
6 Ann., Com. Law § 13-101(h).

7 99. By the conduct described in detail above and incorporated herein, Kia
8 violated the MCPA.

9 100. In the course of its business, Kia and its agents, employees, and/or
10 subsidiaries, violated the MCPA by knowingly and intentionally misrepresenting,
11 omitting, concealing, and/or failing to disclose material facts regarding the reliability,
12 safety and performance of the Class Vehicles or the defective electrical systems, as
13 detailed above. Kia violated the MCPA and committed unfair and deceptive acts in the
14 course of trade and commerce within the context of the MCPA as described in this
15 Complaint in at least the following respects:

- 16 a. In violation of §§ 13-301(2)(i) and 13-303, Kia represented that Class
17 Vehicles and/or the electrical systems installed in them have
18 characteristics, uses, benefits, and qualities which they do not have;
- 19 b. In violation of §§ 13-301(2)(iv) and 13-303, Kia represented that
20 Class Vehicles are of a particular standard, quality or grade, when
21 they are not;
- 22 c. In violation of §§ 13-301(3) and 13-303, Kia failed to state material
23 facts that deceive or tend to deceive;
- 24 d. In violation of §§ 13-301(5)(i) and 13-303, Kia advertised the Class
25 Vehicles without the intent to sell or lease the Vehicles as advertised;
- 26 e. In violation of §§ 13-301(7) and 13-303, Kia sold/leased Class
27 Vehicles knowing that a service, replacement or repair was needed;
- 28

1 f. In violation of §§ 13-301(9) and 13-303, Kia committed
2 unconscionable, deceptive and unfair trade practices, including, but
3 not limited to, deception, fraud, false pretense, false premise,
4 misrepresentation and the knowing concealment, suppression and
5 omission of material facts concerning the Parasitic Drain Defect in
6 Class Vehicles and that the vehicles are prone to battery failure,
7 causing electrical system malfunction, vehicle stalls, and
8 inoperability.

9 101. Defendant knowingly and intentionally misrepresented to Plaintiff Brenman
10 and Maryland Class members the characteristics of the Class Vehicle electrical systems
11 with respect to materials, manufacture, durability, design, longevity, maintenance and
12 operating costs in at least the following respects:

- 13 g. Consistently representing in their marketing and promotional materials
14 that the Class Vehicles are safe and reliable;
- 15 h. Consistently representing in information supplied through their
16 authorized dealerships that the batteries of the Class Vehicles last three
17 to five years;
- 18 i. Failing to disclose that the Vehicles were manufactured, installed, and
19 sold/leased to consumers with defective electrical systems, components
20 and/or ECMs that cause excessive battery drain resulting in premature
21 failure of the battery; and
- 22 j. Failing to disclose that the Defect causes safety hazards, including:
23 inability to start the engine; inability to access the Vehicle with the key
24 fob; engine stalling while the Vehicle is in operation; dimming and
25 failure of key safety features, including the headlights, interior lights,
26 and/or hazard lights; excessive strain on the alternator causing premature
27 failure; and failure of other essential electrical components such as the
28 digital speedometer display and power steering.

1 102. Kia's misrepresentations and omissions regarding the Defect had a tendency
2 or capacity to mislead and create a false impression in consumers, and were likely to, and
3 did in fact, deceive reasonable consumers, including the Plaintiff Brenman and Maryland
4 Class members, about the true safety, reliability, quality, and value of Class Vehicles.

5 103. These misrepresented and omitted facts are material facts that a reasonable
6 person would have considered in deciding whether or not to purchase (or to pay the same
7 price for) a Class Vehicle. The Defect directly impacts the value of the Class Vehicles.
8 The Vehicles' ability to turn on and maintain power are material concerns to consumers.
9 Defendant represented to Plaintiff Brenman and the Maryland Class members that they
10 were purchasing or leasing vehicles that were durable, reliable, safe, efficient, and of high
11 quality as alleged throughout this Complaint, when in fact their batteries frequently fail,
12 necessitating premature and costly replacements, and subjecting Plaintiff Brenman and
13 Maryland Class members to increased risk of collisions and/or being stranded without
14 transportation.

15 104. Kia knowingly misrepresented, concealed, and omitted material facts
16 regarding the Class Vehicles with the intent to mislead Plaintiff Brenman and the
17 Maryland Class members.

18 105. Kia misled Plaintiff Brenman and members of the Class and suppressed
19 and concealed this information at the time of sale/lease, despite having actual
20 knowledge of the Defect from at least the following sources that were exclusively in
21 Kia's possession: (1) pre-release testing data; (2) Kia's own records of consumer
22 complaints; (3) data from Kia's dealers, including their repair records and part orders;
23 (4) consumer complaints lodged with NHTSA and the resulting notice; (5) warranty and
24 post-warranty claims; (6) testing conducted in response to owner or lessee complaints;
25 and (7) other internal sources of aggregate information about the ongoing electrical
26 system issues.

27 106. Kia owed Plaintiff Brenman and the Maryland Class members a duty to
28 disclose the truth about the Defect because Defendant: (a) possessed exclusive knowledge

1 of the Parasitic Drain Defect; (b) intentionally concealed the foregoing from Plaintiff
2 Brenman and the Maryland Class members; (c) made incomplete and misleading
3 representations regarding the quality and durability of the Class Vehicles, while
4 purposefully withholding material facts from Plaintiff Brenman and the Maryland Class
5 members that contradicted these representations; and/or (d) the Motor Vehicle Safety Act,
6 49 U.S.C. § 30118(c), places a duty on manufacturers to report vehicle defects such as
7 the Defect described herein and its corresponding safety risks.

8 107. Due to Kia's exclusive and superior knowledge that the electrical system in
9 the Class Vehicles have the Parasitic Drain Defect, Kia's false representations regarding
10 the qualify, safety, reliability, and performance of the Class Vehicles, and reliance by
11 Plaintiff Brenman and the Maryland Class members on these material misrepresentations,
12 Defendant had a duty to disclose to Plaintiff Brenman and Class members that the
13 electrical systems and batteries in Class Vehicles are prone to failure and can cause
14 sudden engine stalling, rendering the Class Vehicles inoperable and that Class members
15 would be required to bear the cost of the damage to their vehicles. Having volunteered to
16 provide information to Plaintiff Brenman and the Maryland Class members, Defendant
17 had a duty to disclose not just the partial truth, but the entire truth.

18 108. Kia also violated the MCPA by failing to inform Plaintiff Brenman and
19 Class members prior to purchase/lease and/or during the warranty period that Class
20 Vehicle electrical systems were defectively designed and/or manufactured and that the
21 Defect would require costly replacement or repair.

22 109. As a direct and proximate result of Defendant's violations of the MCPA,
23 Plaintiff Brenman and Maryland Class members have suffered injury-in-fact and/or
24 actual damages. Plaintiff Brenman and the Maryland Class members were harmed and
25 suffered actual damages, including the diminished value of their vehicles and costs
26 incurred in responding to and repairing repeated electrical system and battery failures.

27
28

1 110. Kia's violations present a continuing risk to Plaintiff Brenman as well as to
2 the general public. Kia's unlawful acts and practices complained of herein affect the
3 public interest because the Vehicles are unfit to safely drive on the road.

4 111. Pursuant to Md. Code Com. Law § 13-408, Plaintiff Brenman and Maryland
5 Class members seek actual damages, attorneys' fees, and any other just and proper relief
6 available under the MCPA.

7 **SECOND CAUSE OF ACTION**
8 **Fraud/Fraudulent Omission**
9 **(On Behalf of Plaintiff and the Nationwide Class,**
10 **or, alternatively, the Maryland Class)**

11 112. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

12 113. Plaintiff brings this claim individually and on behalf of the nationwide Class,
13 or, alternatively, on behalf of the Maryland Class.

14 114. Kia actively, intentionally, and knowingly misrepresented, concealed,
15 and/or omitted material facts including the existence of the Defect and the corresponding
16 safety risk, and the standard, quality, or grade of the Vehicles. Kia did so with the intent
17 that Plaintiff Brenman and Class members rely on Kia's misrepresentations and
18 omissions.

19 115. Kia knew at the time of sale or lease and thereafter that the Vehicles
20 contained the Defect, omitted material information about the safety of the Vehicles, and
21 actively concealed the Defect. To date, Defendant has not provided Plaintiff and members
22 of the Class with an adequate repair or remedy for the Defect.

23 116. For the reasons set forth above, including that Kia possessed superior and
24 exclusive knowledge regarding the Defect, Kia had a duty to disclose the true
25 performance of the electrical system and the Class Vehicles.

26 117. Kia made misleading statements, material omissions, and fraudulently
27 concealed a presently existing safety defect through the conduct alleged herein,
28 including:

- 1 a. Consistently representing in their marketing and promotional materials
- 2 that the Class Vehicles are safe and reliable;
- 3 b. Consistently representing in information supplied through their
- 4 authorized dealerships that the batteries in the Class Vehicles last 3-5
- 5 years;
- 6 c. Failing to disclose that the Vehicles were manufactured, installed, and
- 7 sold/leased to consumers with defective ECMs and/or electrical
- 8 components that cause excessive battery drain resulting in premature
- 9 failure of the battery; and
- 10 d. Failing to disclose that the Parasitic Drain Defect causes safety hazards,
- 11 including: inability to start the engine; inability to access the Vehicle
- 12 with the key fob; engine stalling while the Vehicle is in operation;
- 13 dimming and failure of key safety features, including the headlights,
- 14 interior lights, and/or hazard lights; excessive strain on the alternator
- 15 causing premature failure; and failure of other essential electrical
- 16 components such as the digital speedometer display and power steering.

17 118. Defendant misled Plaintiff Brenman and members of the Class and
18 suppressed and concealed this information, despite having actual knowledge of the
19 Defect from at least the following sources that were exclusively in Kia's possession: (1)
20 pre-release testing data; (2) Kia's own records of consumer complaints; (3) data from
21 Kia's dealers, including their repair records and part orders; (4) consumer complaints
22 lodged with NHTSA and the resulting notice; (5) warranty and post-warranty claims;
23 (6) testing conducted in response to owner or lessee complaints; and (7) other internal
24 sources of aggregate information about the ongoing electrical system issues.

25 119. The Defect is material to Plaintiff Brenman and the members of the Class.
26 Plaintiff Brenman and the members of the class had a reasonable expectation that the
27 Vehicles would not contain a Defect that causes their battery and electrical system to
28 fail and that exposes them and others to a safety risk.

1 120. Plaintiff Brenman and members of the Class would not have purchased or
2 leased the Vehicles but for Defendant's omissions and concealment of material facts
3 regarding the nature and quality of the Vehicles and the existence of the Defect and
4 corresponding safety risk, or would have paid less for the Vehicles.

5 121. As a result, Plaintiff Brenman and the other Class members were
6 fraudulently induced to lease and/or purchase the Vehicles with the Defect and all the
7 resulting problems.

8 122. Kia knew its concealment and suppression of the Defect was false and
9 misleading, and Kia intended to induce Plaintiff Brenman and Class members into
10 purchasing or leasing the Vehicles.

11 123. Defendant acted with malice, oppression, and fraud. Kia fraudulently and
12 maliciously seeks to profit from the misrepresentation and concealment of the Defect by
13 instructing members of the Class to buy Kia's replacement Vehicle components, such as
14 replacement batteries, alternators, and jumper cables.

15 124. Kia continues to suppress and conceal the source of the Defect, and
16 continues to misrepresent the nature and extent of the Defect, by failing to adequately
17 diagnose and repair the source of the Defect, failing to recall the Class Vehicles in light
18 of their knowledge of the Defect and its effects, and by blaming consumers for using
19 their Class Vehicles in ordinary ways instead of admitting and repairing the true source
20 of the Defect.

21 125. Plaintiff Brenman and the members of the Class reasonably relied upon
22 Defendant's knowing misrepresentations, concealment and omissions. As a direct and
23 proximate result of Defendant's misrepresentations, omissions and active concealment
24 of material facts regarding the Defect and the associated safety risk, Plaintiff Brenman
25 and the members of the Class have suffered actual damages in an amount to be
26 determined at trial. To the extent that Kia's conduct was willful, oppressive, or
27 malicious, Plaintiff Brenman and Class members are entitled to an award of punitive
28 damages.

THIRD CAUSE OF ACTION
Breach of Express Warranty
(On Behalf of Plaintiff and the Nationwide Class,
or, alternatively, the Maryland Class)

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4 126. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

5 127. Plaintiff brings this claim individually and on behalf of the nationwide
6 Class, or, alternatively, on behalf of the Maryland Class.

7 128. Kia is a “merchant” as defined under the Uniform Commercial Code
8 (“UCC”).

9 129. The Class Vehicles are “goods” as defined under the UCC.

10 130. Kia provided warranties, including the NVLW, that expressly warranted Kia
11 would repair certain defects in materials or workmanship during the applicable warranty
12 period. Kia offers similar warranties on certified pre-owned Kias and extended warranties
13 for both new and used vehicles.

14 131. Kia also expressly warranted that the Vehicles were of high quality and, at a
15 minimum, would function properly. Kia specifically warranted attributes and qualities of
16 the Kia electrical systems in the Vehicles as detailed above, including with respect to
17 performance, quality, operability, convenience, and safety.

18 132. Kia breached its express warranties by selling to Plaintiff Brenman and Class
19 members Vehicles with defective electrical systems, components, and/or ECMs which are
20 not of high quality, and which are predisposed to experiencing premature battery drain,
21 presenting an unreasonable safety risk.

22 133. Kia also breached its express warranties by failing to provide an adequate
23 repair when Plaintiff Brenman and Class members brought their Class Vehicles to
24 authorized Kia dealerships following manifestation of the Parasitic Drain Defect.

25 134. These warranties formed the basis of the bargain reached when Plaintiff
26 Brenman and Class members purchased or leased their Class Vehicles equipped with
27 defective electrical systems and/or components.
28

1 135. Plaintiff Brenman and Class members experienced the Parasitic Drain Defect
2 during the warranty period, some within days of purchase. Despite the existence of the
3 express warranties, Kia failed to inform Plaintiff Brenman and Class members that the
4 Class Vehicles were defective and failed to fix or eliminate the Defect.

5 136. The limited warranty's promise to repair and/or correct a manufacturing
6 defect fails in its essential purpose because Defendant has failed and/or refused to
7 adequately provide the promised remedies within a reasonable timeframe.

8 137. As a result of Defendant's actions, Plaintiff Brenman and Class members have
9 suffered economic damages including, but not limited to, costly repairs, loss of vehicle
10 use, diminished vehicle value, substantial loss in resale value of the vehicles, and other
11 related damages.

12 138. Defendant should have known of the Defect prior to selling the Vehicles
13 because of the required pre-sale testing described herein. Thereafter, Defendant received
14 additional and adequate notice of the issues complained of herein through complaints filed
15 with the NHTSA, dealership visits, internal customer complaints, *inter alia*, within a
16 reasonable amount of time.

17 139. Plaintiff Brenman and the Class members have complied with all obligations
18 under the warranty, or otherwise have been excused from performance of said obligations
19 as a result of Defendant's conduct described herein.

20 **FOURTH CAUSE OF ACTION**
21 **Breach of Implied Warranty of Merchantability**
22 **(On Behalf of Plaintiff and the Nationwide Class,**
23 **or, alternatively, the Maryland Class)**

24 140. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

25 141. Plaintiff brings this claim individually and on behalf of the Nationwide Class
26 or, in the alternative, on behalf of the Maryland Class.

27 142. Kia is a "merchant" as defined under the Uniform Commercial Code
28 ("UCC").

1 143. The Class Vehicles are “goods” as defined under the UCC.

2 144. A warranty that the Class Vehicles were in merchantable condition and fit
3 for ordinary purposes for which they were sold or leased is implied by law. Kia impliedly
4 warranted that the Class Vehicles were of good and merchantable condition and quality,
5 fit for their ordinary intended use, including with respect to safety, reliability, operability,
6 and substantial freedom from defects.

7 145. The Class Vehicles, when sold or leased, and at all times thereafter, were
8 not of merchantable quality or condition and were not fit for the ordinary purpose for
9 which vehicles are used. Specifically, the Class Vehicles are inherently defective in that
10 the electrical system—a central and critical component of the Class Vehicles that goes to
11 the Vehicles’ core functionality—and/or its components are prone to malfunction and
12 failure due to a common defect. The Class Vehicles left Kia’s possession and control with
13 the Defect that rendered them at all times thereafter unmerchantable, unfit for ordinary
14 use, unsafe, and a threat to safety.

15 146. Kia knew before the time of sale to Plaintiff Brenman and the other Class
16 members, or earlier, that the Vehicles were produced with defective electrical systems
17 and/or components that rendered the Vehicles unfit for their ordinary purposes and that
18 posed a serious safety threat to drivers, passengers, and everyone else sharing the road
19 with the Vehicles. This knowledge was based on Defendant’s own industry standard
20 internal validation of its vehicles prior to launching new models, internal and required pre-
21 sale testing, and knowledge about and familiarity with the electrical systems included in
22 the Vehicles. Within a reasonable time thereafter, Defendant received additional and
23 adequate notice of the issues complained of herein by complaints with the NHTSA,
24 dealership visits, and customer complaints, *inter alia*.

25 147. The existence and ubiquity of the Defect is illustrated by the numerous
26 publicized consumer complaints, disputes, and failed remedial measures nationwide.

27 148. Despite Plaintiff Brenman’s and Class members’ normal, ordinary, and
28 intended use, maintenance, and upkeep, the electrical systems and batteries in the Class

1 Vehicles experienced, and continue to experience, the Defect and premature failure.

2 149. The electrical systems, batteries, and Class Vehicles are, and at all times
3 were, not of fair or average quality, and would not pass without objection.

4 150. All conditions precedent have occurred or been performed.

5 151. Plaintiff and Class members have used their Vehicles in a manner consistent
6 with the Vehicles' intended use, and have performed each and every duty required under
7 Kia's warranty, including presentment, except as may have been excused or prevented
8 by Kia's conduct or by operation of law in light of Kia's unconscionable conduct
9 described throughout this Complaint.

10 152. Kia received timely notice regarding the problems at issue in this litigation
11 and, notwithstanding such notice, has failed and refused to offer an effective remedy.

12 153. Privity of contract is not required for consumer implied warranty claims
13 under the relevant laws. However, Plaintiff Brenman and Class members have had
14 sufficient direct dealings with Kia and its agents (*e.g.*, dealerships and customer service)
15 to establish privity of contract between Kia, on the one hand, and Plaintiff Brenman and
16 each of the Class members, on the other hand. Nonetheless, privity is not required here
17 because Plaintiff Brenman and each of the Class members are intended third-party
18 beneficiaries of contracts between Kia and its dealers (*i.e.*, its agents), specifically, they
19 are the intended beneficiaries of Kia's implied warranties. The dealers were not intended
20 to be the ultimate consumers of the Class Vehicles and have no rights under the warranty
21 agreements provided alongside the Class Vehicles; the warranty agreements were
22 designed for and intended to benefit the end-consumers. Privity is also not required
23 because Plaintiff's and the other Class members' Vehicles are inherently dangerous due
24 to the Defect.

25 154. As a direct and proximate result of the breach, Plaintiff Brenman and Class
26 members were injured and are entitled to damages including, but not limited to,
27 diminution in the value of their Vehicles, out-of-pocket losses related to repairing,
28 maintaining, and servicing their defective Vehicles, costs associated with arranging and

1 obtaining alternative means of transportation, and other incidental and consequential
2 damages recoverable under the law.

3
4 **FIFTH CAUSE OF ACTION**
5 **Unjust Enrichment**
6 **(On Behalf of Plaintiff and the Nationwide Class,**
7 **or, alternatively, the Maryland Class)**

8 155. Plaintiff incorporates by reference and re-alleges the preceding paragraphs.

9 156. Plaintiff brings this claim individually and on behalf of the nationwide Class,
10 or, alternatively on behalf of the Maryland Class.

11 157. This claim is pleaded in the alternative to the other claims herein, and seeks
12 restitution of ill-gotten gains.

13 158. As a direct and proximate result of Kia's omissions and its failure to disclose
14 the known Defect, Kia has profited through the sale and lease of the Class Vehicles and
15 subsequently by profiting on the purchase of replacement parts and charging Plaintiff and
16 other Class members for expensive repairs to their Class Vehicles when the batteries
17 inevitably fail. Although these Vehicles are purchased through Kia's agents, the money
18 from the Vehicle sales flows directly back to Kia.

19 159. As a result of its wrongful acts, concealments, and omissions regarding the
20 Defect in its Vehicles, as set forth above, Kia charged higher prices for the Vehicles than
21 the Vehicles' true value. Plaintiff and members of the class paid that higher price for their
22 Vehicles to Kia's authorized distributors and dealers, which are in Kia's control.

23 160. Additionally, as a direct and proximate result of Kia's failure to disclose the
24 known Defect in the Vehicles, Plaintiff and Class members have Vehicles that will require
25 high-cost repairs that can and therefore have conferred an unjust substantial benefit upon
26 Kia.

27 161. Kia has been unjustly enriched due to the known Defect in the Vehicles
28 through the receipt and use of money paid for the defective vehicles, sale of replacement

1 parts, and performance of battery and electrical system repairs, that added to Kia's profits
2 when said money should have remained with Plaintiff and the Class members.

3 162. As a result of Kia's unjust enrichment, Plaintiff and the Class members have
4 suffered damages.

5 163. Equity and good conscience militate against allowing Kia to retain its ill-
6 gotten gains, and requires disgorgement and restitution of the same.

7 **REQUEST FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of the other members of the
9 Class proposed in this Complaint, respectfully request that the Court enter judgment in
10 their favor and against Defendant, as follows:

11 A. Declaring that this action is a proper class action, certifying the proposed
12 Class(es), designating Plaintiff Marc Brenman as Class Representative, and appointing
13 the undersigned counsel as Class Counsel;

14 B. Ordering Defendant to pay actual damages (and no less than the statutory
15 minimum damages) and equitable monetary relief to Plaintiff and the other members of
16 the Class;

17 C. Ordering Defendant to pay statutory damages, as allowable by the statutes
18 asserted herein, to Plaintiff and the other members of the Class;

19 D. Awarding injunctive relief as permitted by law or equity, including
20 enjoining Defendant from continuing the unlawful practices as set forth herein, and
21 ordering Defendant to engage in a corrective recall campaign, free replacement program,
22 a warranty extension, or other injunctive relief as deemed necessary;

23 E. Equitable relief, including in the form of buyback of the Class Vehicles;

24 F. Costs, restitution, damages, including punitive damages, penalties, and
25 disgorgement in an amount to be determined at trial;

26 G. Ordering Defendant to pay attorneys' fees and litigation costs;

27 H. Ordering Defendant to pay both pre- and post-judgment interest on any
28 amounts awarded; and

1 I. Ordering such other and further relief as may be just and proper.

2 **JURY DEMAND**

3 Plaintiff demands a trial by jury of all claims in this Complaint so triable.

4
5 Dated: June 3, 2026

Respectfully submitted,

6 /s/ Christopher E. Stiner

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