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18 **UNITED STATES DISTRICT COURT**

19 **CENTRAL DISTRICT OF CALIFORNIA**

20 DAVID GOULD, KAUSHIK
21 IYENGAR, and JOHN NIXON,
22 individually and on behalf of all others
23 similarly situated,

24 Plaintiffs,

25 v.

26 HYUNDAI MOTOR COMPANY,
27 HYUNDAI MOTOR AMERICA, KIA
28 CORPORATION, KIA AMERICA,
INC., GENESIS MOTOR, LLC, and
GENESIS MOTOR AMERICA LLC,

Defendants.

Case No. 8:23-cv-1344

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiffs David Gould, Kaushik Iyengar, and John Nixon (collectively,
2 “Plaintiffs”) bring this action, on behalf of themselves and all others similarly
3 situated, against Defendants Hyundai Motor Company, Hyundai Motor America, Kia
4 Corporation, Kia America, Inc., Genesis Motor, LLC, and Genesis Motor America
5 LLC (the “Hyundai Defendants” or “Defendants”). Plaintiffs make the following
6 allegations pursuant to the investigation of their counsel and based upon information
7 learned to date through investigations, except as to the allegations specifically
8 pertaining to individual Plaintiffs, which are based on personal knowledge:

9 I. INTRODUCTION

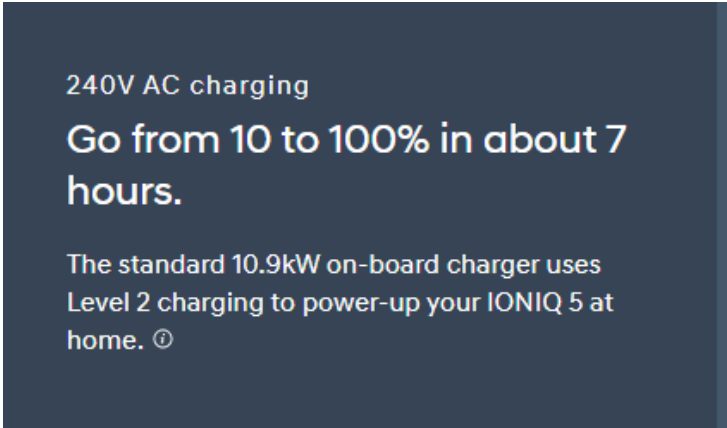
10 1. Consumers of electric vehicles (“EVs”) place a premium on fast and
11 reliable charging at home. When consumers plug in their EVs in the evening, they
12 reasonably expect their vehicles to be fully charged in the morning, so that they can
13 drive to work, drop the kids off at school, and go about their daily routine.

14 2. The Hyundai Defendants develop, manufacture, and sell a group of EVs
15 (the “Class Vehicles”¹) that are promoted as offering seven-hour charging at home
16 with a Level 2 charger. This marketing campaign is prominently displayed on the
17 Hyundai website for the Ioniq 5 vehicles:²

24 ¹ The Class Vehicles are defined as Hyundai Ioniq 5, Ioniq 6, Kia EV6, and
25 Genesis GV60. They all share a common electric platform. *See*
26 https://en.wikipedia.org/wiki/Hyundai_Electric_Global_Modular_Platform (last
27 visited July 24, 2023).

28 ² *See* <https://www.hyundaiusa.com/us/en/vehicles/ioniq-5> (last visited July 24,
2023).

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3. Similarly, the Kia website for the EV6 promises a charging time of five hours and 50 minutes at home with a Level 2 charger,³ and the Genesis website promises a full charge in seven hours and 40 minutes.⁴

4. These promises are false. In reality, the chargers overheat before completing the charge, sometimes within 30 to 60 minutes of use. Class Vehicle owners must unplug and replug the chargers in order to restart the charging process. As a result, owners who plug in their vehicles at night come back in the morning to find that their vehicles are not fully charged. And the overheated chargers frequently lead to damage to vehicle components (herein, “Defect 1”).

5. In response, Defendants have offered a software “fix” that doesn’t solve the problem. Through a software modification performed at the dealerships, Defendants intentionally lower the charging speed to avoid overheating, which leads to charging times of 10 hours or more. This “fix” (“Defect 2”) leaves the Class Vehicle owners with a different vehicle than they purchased, and it fails to live up to the promises Defendants made when they were marketing their vehicles. And although Hyundai issued a Technical Service Bulletin (“TSB”) to address the problem when the vehicle “intermittently stops charging before charging

³ See <https://www.kia.com/us/en/ev6/specs> (last visited July 24, 2023).

⁴ See <https://www.genesis.com/worldwide/en/models/luxury-suv-genesis/electrified-gv70/charging.html> (last visited July 24, 2023).

1 completes,”⁵ at no point does the TSB disclose that the software update doubles the
2 charging time.

3 6. Defects 1 and 2 (collectively, the “Charging Defects”) have received a
4 lot of attention online, exemplified by a YouTube video posted by a user identified
5 as “The Ioniq Guy” who has over 15,000 followers. In the video,⁶ The Ioniq Guy
6 tells his viewers that the Class Vehicles “have major issues charging at 48 amps, and
7 sometimes even 40 amps, and sometimes, really badly, 32 amps, because that is a
8 very low charge rate.” As he explains further, “what happens is you plug in, start
9 charging at 48 amps, and within half an hour, an hour, or an hour and a half,
10 depending on the outside ambient air temperature, the charging session completely
11 fails and the car no longer charges. So you could wake up the next morning with a
12 completely empty battery while still having to figure out how you’re going to get to
13 work. This issue has been going on for over a year[.]” He states that the software
14 patch (Defect 2) will “lower the charging rate down to about 23 amps,” which is a
15 “far cry from what this car is advertised as being able to do.”

16 7. In the video, The Ioniq Guy then plugs in his vehicle into a 48-amp
17 charger and documents how during the charging session the AC inlet temperature
18 reached 212 degrees within 38 minutes, and the charging session failed two minutes
19 later. After the test he says, “So, Hyundai, you need to figure this one out; this is
20 clearly a design problem with the car and you can’t advertise this car is charging at
21 48 amps anymore because it doesn’t. . . . [A]t the end of the day if it’s not charging
22 from 0 to 100 percent at 48 amps then that’s a false statement in my eyes.”

23 8. Plaintiffs accordingly bring this action, on behalf of themselves and
24 those similarly situated, to seek two specific types of relief. *First*, Plaintiff Kaushik

25
26 ⁵ See Hyundai TSB No. 23-EV-0003H (Mar. 2023), available at [https://
drive.google.com/file/d/1KNLMhfsDGM826SBPw9nS8ytmUwUYCUIE/view](https://drive.google.com/file/d/1KNLMhfsDGM826SBPw9nS8ytmUwUYCUIE/view) (last
27 visited July 24, 2023).

28 ⁶ <https://youtu.be/uXi33MtrJAU> (last visited July 24, 2023).

1 Iyengar seeks relief for the injuries and monetary damages he has sustained as a result
2 of Defendants' unlawful interference with the performance of his vehicle through the
3 software update. Based on this conduct, Plaintiff Iyengar asserts claims on behalf of
4 a nationwide Class (or in the alternative on behalf of the State Sub-Classes) for
5 violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq. ("CFAA"),
6 California's Computer Data Access and Fraud Act, Cal. Penal Code § 502, et seq.
7 ("CDAFA"), California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200
8 ("UCL"), and trespass to chattel under California law.

9 9. **Second**, Plaintiffs Gould, Iyengar, and Nixon seek relief for
10 overpayment for their vehicles at the point of sale based on Defendants'
11 misrepresentations and material omissions regarding the Charging Defects. As
12 reflected in the YouTube video, Defendants have made, and continue to make, false
13 statements about the charging speed of the Class Vehicles, and at no point have they
14 disclosed the Charging Defects to their customers prior to purchase. Plaintiffs
15 accordingly bring claims under the consumer protection laws of the state of New
16 York, Georgia, and Florida based on Defendants' fraudulent conduct.

17 10. Under both theories of liability, Plaintiffs seek recovery on behalf of the
18 Class and Sub-Classes for all relief to which they are entitled, including but not
19 limited to compensation for out-of-pocket and incidental expenses, including
20 compensation for Class Vehicle owners who overpaid for vehicles with a significant
21 defect, owners who incurred damage to their vehicles as a result of the overheating
22 chargers, diminishment in value as a result of the software "fix", punitive damages,
23 and an injunction compelling Defendants to repair their vehicles so that they will
24 reliably charge within seven hours, as promised by Defendants.

1 **II. PARTIES**

2 **A. Plaintiffs**

3 **1. New York Plaintiff**

4 11. Plaintiff David Gould is a resident of Glens Falls, New York. On June
5 29, 2023, Plaintiff Gould purchased a new MY 2023 Ioniq 5 from Garvey Hyundai
6 in Queensbury, New York for approximately \$63,350.

7 12. Since purchasing his vehicle, Plaintiff Gould has experienced problems
8 with the charging system, including random stoppage of charging of his vehicle. He
9 has been required to unplug and replug the charger to restart the charging cycle.

10 13. In the days and weeks preceding Plaintiff’s purchase, and in
11 contemplating his vehicle needs, Plaintiff saw and recalled Defendants’ internet
12 advertisements, sales brochures, and heard statements from Defendants’ dealership
13 sales representatives wherein Defendants claimed that the Class Vehicles charged
14 within an approximate seven-hour window with a Level 2 charger. Absent these
15 representations, Plaintiff would not have purchased the vehicle, or would have paid
16 less for it. Neither Defendants nor any of its agents, dealers, or other representatives
17 informed Plaintiff or Class members of the existence of the Charging Defects. Had
18 Defendants disclosed the Charging Defects, Plaintiff—through his research prior to
19 purchase—would have received these disclosures, and either would have not
20 purchased the Class Vehicle, or would have paid less for it. Accordingly, Plaintiff
21 and each Class member suffered concrete economic injury as a direct and proximate
22 result of Defendants’ wrongful, deceptive conduct. As deemed appropriate,
23 Plaintiff’s and each other Class member’s ascertainable losses include, but are not
24 limited to, the full purchase price of the vehicle, out-of-pocket losses by overpaying
25 for the vehicles at the time of purchase, decreased performance of the vehicles,
26 diminished values of the vehicles, monetary loss in the form of increased energy
27 costs, and benefit of the bargain damages. Defendants have unjustly enriched
28

1 themselves as a result, and Plaintiff is entitled to a pro rata share of Defendants'
2 disgorged profits.

3 **2. Georgia Plaintiff**

4 14. Plaintiff Kaushik Iyengar is a resident of Alpharetta, Georgia. He works
5 in the IT field. On or about October 11, 2022, from his residence, he purchased a
6 MY 2023 Ioniq 5 Limited from Atlantic Hyundai in Islip, New York for
7 approximately \$66,000. He has a Level 2 charger capable of charging at 40 amps.

8 15. When he originally purchased the vehicle in October 2022, he did not
9 have any problems with charging. To take advantage of Georgia's electricity rate
10 incentives (which charges only 1.6 cents per kilowatt hour for charging between
11 11:00 p.m. to 7:00 a.m.), Plaintiff Iyengar developed a pattern of setting his charging
12 time for 11:00 p.m., so that he could reliably have a fully charged vehicle in the
13 morning to take his daughter to school.

14 16. But by January or February 2023, he began to experience complete
15 shutdowns, which required him to unplug and replug the charger. In March 2023, he
16 found the YouTube video summarized above, and he reviewed Hyundai's TSB
17 linked in the video. Although the TSB purported to describe a "fix," at no point did
18 the TSB disclose that the "fix" was to cap the charger's amp level at 23, thereby
19 almost doubling his charging time. In March or April 2023, he took the TSB to his
20 local dealership (Rick Case Hyundai, in Roswell, Georgia), but the technicians there
21 were unaware of the software update. He asked them to perform the update, based
22 on his understanding that it would fix the problem with the charging shutdowns.

23 17. In July 2023 he noticed that his charging was limited to 23 amps, and
24 his charging time was now 11 or 12 hours. When he plugs in the charger, initially it
25 shows that he is charging his battery at 9.6 kilowatts, but it quickly drops down to
26 about 5.5 kilowatts. If he unplugs it and plugs it back in, it will briefly charge at the
27 higher rate, but then it will drop down once again.

28

1 18. In the days and weeks preceding Plaintiff's purchase, and in
2 contemplating his vehicle needs, Plaintiff saw and recalled Defendants' internet
3 advertisements and sales brochures, and heard statements from Defendants'
4 dealership sales representatives wherein Defendants claimed that the Class Vehicles
5 charged within an approximate seven-hour window with a Level 2 charger. Absent
6 these representations, Plaintiff would not have purchased the vehicle, or would have
7 paid less for it. Neither Defendants nor any of its agents, dealers, or other
8 representatives informed Plaintiff or Class members of the existence of the Charging
9 Defects. Had Defendants disclosed the Charging Defects, Plaintiff—through his
10 research prior to purchase—would have received these disclosures, and either would
11 have not purchased the Class Vehicle, or would have paid less for it. Accordingly,
12 Plaintiff and each Class member suffered concrete economic injury as a direct and
13 proximate result of Defendants' wrongful, deceptive conduct. As deemed
14 appropriate, Plaintiff's and each other Class member's ascertainable losses include,
15 but are not limited to, the full purchase price of the vehicle, out-of-pocket losses by
16 overpaying for the vehicles at the time of purchase, decreased performance of the
17 vehicles, diminished values of the vehicles, monetary loss in the form of increased
18 energy costs, and benefit of the bargain damages. Defendants have unjustly enriched
19 themselves as a result, and Plaintiff is entitled to a pro rata share of Defendants'
20 disgorged profits.

21 **3. Florida Plaintiff**

22 19. Plaintiff John Nixon is a resident of Boca Raton, Florida. On or about
23 June 21, 2023 he entered into a two-year contract to lease a new MY 2023 Ioniq 5
24 from Brandon Hyundai in Tampa, Florida for a total of \$27,000. He has a Level 2
25 charger.

26 20. Plaintiff Nixon has experienced problems with the charging system of
27 his vehicle. In particular, when he charges his vehicle, he initially gets 8.3 kilowatts
28

1 an hour, but then the charging drops down to 4.3 KW, which means that his vehicle
2 only charges at 5% per hour (or 20 hours for a full charge).

3 21. In the days and weeks preceding Plaintiff's purchase, and in
4 contemplating his vehicle needs, Plaintiff saw and recalled Defendants' internet
5 advertisements, sales brochures, and heard statements from Defendants' dealership
6 sales representatives wherein Defendants claimed that the Class Vehicles charged
7 within an approximate seven-hour window with a Level 2 charger. Absent these
8 representations, Plaintiff would not have purchased the vehicle, or would have paid
9 less for it. Neither Defendants nor any of its agents, dealers, or other representatives
10 informed Plaintiff or Class members of the existence of the Charging Defects. Had
11 Defendants disclosed the Charging Defects, Plaintiff—through his research prior to
12 purchase—would have received these disclosures, and either would have not
13 purchased the Class Vehicle, or would have paid less for it. Accordingly, Plaintiff
14 and each Class member suffered concrete economic injury as a direct and proximate
15 result of Defendants' wrongful, deceptive conduct. As deemed appropriate,
16 Plaintiff's and each other Class member's ascertainable losses include, but are not
17 limited to, the full purchase price of the vehicle, out-of-pocket losses by overpaying
18 for the vehicles at the time of purchase, decreased performance of the vehicles,
19 diminished values of the vehicles, monetary loss in the form of increased energy
20 costs, and benefit of the bargain damages. Defendants have unjustly enriched
21 themselves as a result, and Plaintiff is entitled to a pro rata share of Defendants'
22 disgorged profits.

23 **B. Defendants**

24 22. Defendant Hyundai Motor Company ("Hyundai Motor") is a South
25 Korean multinational automaker headquartered in Seoul, South Korea. Hyundai
26 Motor is the parent corporation of Hyundai Motor America.

27 23. Defendant Hyundai Motor America ("Hyundai America") is an
28 automobile design, manufacturing, distribution, and/or service corporation doing

1 business within the United States. Hyundai America designs, develops,
2 manufactures, distributes, markets, sells, leases, warrants, services, and repairs
3 passenger vehicles, including the Class Vehicles.

4 24. Defendant Hyundai America is incorporated and headquartered in the
5 state of California with its principal place of business at 10550 Talbert Avenue,
6 Fountain Valley, California 92708. Hyundai America is the American sales,
7 marketing, and distribution arm of its parent company, Hyundai Motor, overseeing
8 sales and other operations across the United States. Hyundai America distributes and
9 sells a complete line of Hyundai vehicles through more than 800 dealers throughout
10 the United States. Money received from the purchase or lease of a Hyundai vehicle
11 from a dealership flows from the dealer to Hyundai America and Hyundai Motor.
12 Hyundai uses its nationwide dealerships to communicate with Plaintiffs and putative
13 class members.

14 25. Defendant Hyundai America engages in continuous and substantial
15 business in California.

16 26. On information and belief, Defendant Hyundai America is responsible
17 for the distribution, service, repair, installation, and decisions regarding the Hyundai
18 Class Vehicles as they relate to the Charging Defects.

19 27. Defendant Kia Corporation (“Kia Corp.”) is a South Korean
20 multinational automaker headquartered in Seoul, South Korea. Kia Corp. is the
21 parent corporation of Kia America, Inc. As of December 31, 2020, Defendant Kia
22 Corp.’s largest shareholder is Hyundai Motor, which holds 33.88 percent of Kia
23 Corp.’s stock.⁷

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

27 ⁷ 2019-2020 Hyundai Motor Annual Report, [https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/ir/financial-statements/hyundai-motor-](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/ir/financial-statements/hyundai-motor-company-annual-2020-consolidated-final-v2.pdf)
28 [company-annual-2020-consolidated-final-v2.pdf](https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/ir/financial-statements/hyundai-motor-company-annual-2020-consolidated-final-v2.pdf).

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

4 29. Defendant Kia America is incorporated and headquartered in the state
5 of California with its principal place of business at 111 Peters Canyon Road, Irvine,
6 California 92606. Kia America is the American sales, marketing, and distribution
7 arm of its parent company, Kia Corp., overseeing sales and other operations across
8 the United States. Kia America distributes and sells a complete line of Kia vehicles
9 through more than 755 dealers throughout the United States. Money received from
10 the purchase or lease of a Kia vehicle from a dealership flows from the dealer to Kia
11 America and Kia Corp. (together, “Kia”). Kia uses its nationwide dealerships to
12 communicate with Plaintiffs and putative class members.

13 30. Defendant Kia America engages in continuous and substantial business
14 in California.

15 31. On information and belief, Defendant Kia America is responsible for
16 the distribution, service, repair, installation, and decisions regarding the Kia Class
17 Vehicles as they relate to the Charging Defects.

18 32. Genesis Motor LLC is the luxury vehicle division of the Hyundai Motor
19 Company, and is headquartered in Seoul, South Korea.

20 33. Genesis Motor America LLC (“Genesis America”) has its principal
21 place of business at 10550 Talbert Avenue, in Fountain Valley, CA (the same
22 location as Hyundai America). Upon information and belief, Genesis America is
23 responsible for the distribution, service, repair, installation, and decisions regarding
24 the Genesis Class Vehicles as they relate to the Charging Defects.

25 34. On information and belief, the design, manufacture, modification,
26 installation, and decisions regarding the Class Vehicles and the Charging Defects
27 were made exclusively by Defendants.
28

1 35. Genesis America engages in continuous and substantial business in
2 California.

3 **III. JURISDICTION AND VENUE**

4 36. This Court has original jurisdiction over the subject matter of this action
5 pursuant to 28 U.S.C. §§ 1331 & 1332. This Court also has supplemental jurisdiction
6 over the state law claims because those claims are integrally related to the federal
7 claims and form part of the same case and controversy under 28 U.S.C. § 1367.

8 37. The Court also has jurisdiction over this action pursuant to the Class
9 Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because at least one class
10 member is of diverse citizenship from the Hyundai Defendants, there are more than
11 100 Class members, and the aggregate amount in controversy exceeds \$5,000,000,
12 exclusive of interests and costs.

13 38. This Court has personal jurisdiction over the Hyundai Defendants by
14 virtue of its transacting and doing business in this District and because many of the
15 Hyundai Defendants are registered to do business in California. The Hyundai
16 Defendants has transacted and done business in the State of California and in this
17 District and has engaged in statutory violations and common law tortious conduct in
18 this state and in this District.

19 39. Venue is proper pursuant to 28 U.S.C. § 1391(a) & (b) because a
20 substantial part of the events or omissions giving rise to the claims occurred in this
21 District. Venue is proper pursuant to 18 U.S.C. § 1965(a) & (b) because the Hyundai
22 Defendants transact affairs in this District, and the ends of justice require it. Venue
23 is also proper in this District under 28 U.S.C. § 1391(b)(3) because the Hyundai
24 Defendants reside in this judicial District for venue purposes.

25 **IV. FACTUAL ALLEGATIONS**

26 **A. The Class Vehicles are defective and do not charge as advertised.**

27 40. A battery’s charging time depends on three variables: its capacity
28 (measured in kilowatt hours), the amount of current being supplied to it (measured in

1 amperes, or “amps”), and the pressure in the electrical circuit (measured in volts).
2 Holding battery capacity and voltage constant, the greater the current (i.e., the more
3 amps), the shorter the charging time.

4 41. The Class Vehicles can recharge their batteries at a variety of currents
5 at home, ranging from 6 to 48 amps. A 240-volt “Level 2” charger charging at 48
6 amps should result in a fully charged vehicle in about seven hours. Defendants
7 advertise that the Class Vehicles can be charged with as much as 48 amps of
8 alternating current.

9 42. Despite Defendants’ representations, users of Class Vehicles report that
10 vehicle charging sessions repeatedly fail at 48 amps. Users must manually turn down
11 the charging current (e.g., from 48 amps to 40 amps) to prevent charge failure.
12 However, some Class Vehicles continue to experience charging failure at these lower
13 currents, with some owners reporting charge failure at as low as 28 amps. Even when
14 the Class Vehicles are able to charge without failure at these lower amperages, they
15 take a much longer time to charge.

16 43. Upon information and belief, the Class Vehicles contain a defect in the
17 charging port design which causes overheating, especially at the higher amp range.
18 When the port reaches a certain temperature, the vehicle terminates the charging
19 session as a safety measure, but it does not restart the session once the port has
20 reached an acceptable temperature.

21 44. Reports state that charging failure occurs more frequently when outside
22 temperatures are higher and frequently occur within 30 to 60 minutes of initiating a
23 charging session that is designed to last hours.

24 45. This failure leaves Class Vehicle owners and lessors to either constantly
25 monitor charging sessions and manually ensure they complete by repeatedly
26 restarting the charging session after each failure, or else contend with unexpectedly
27 empty batteries when they return to their Class Vehicles, expecting them to be fully
28 charged.

1 46. Owners and lessors of affected Vehicles have reported Defect 1 for over
2 a year, and in spring 2023, Defendants released a technical service bulletin (“TSB”)
3 and software update designed to address Defect 1. The TSB causes Vehicles to lower
4 the current to 23 amps if overheating occurs. However, charging at 23 amps means
5 that the Vehicles charge at more than twice the amount of time as advertised, leading
6 to charging times of at least 14 hours (Defect 2).

7 47. The observed overheating is itself evidence of wasted energy, as heat is
8 simply the flow of thermal energy. A hot charging port indicates that energy being
9 pumped into the Class Vehicles is not charging the battery and instead is dissipating
10 as heat. Class Vehicle users pay for this wasted energy via higher utility bills.

11 48. The Charging Defects cause further wastage (and higher utility bills)
12 because the Class Vehicles experience greater relative charging losses when users
13 are forced to recharge their batteries at lower amperages to prevent charge failure.
14 Class Vehicle users would experience less relative charging loss, and therefore less
15 wasted energy and lower utility bills, if they were able to recharge their batteries at
16 the 48 amps that Defendants advertise.

17 **B. Defendants must have known about the Charging Defects prior to**
18 **production.**

19 **1. Defendants knew about the Charging Defects based on their own**
20 **monitoring of the industry.**

21 49. Defendants must have known about the Charging Defects from an array
22 of sources, including its pre-release and post-release monitoring data and complaints
23 made on internet forums.

24 50. It is standard practice for automobile manufacturers such as Defendants
25 to engage in extensive pre- and post-launch testing of their vehicles. This design,
26 engineering, and testing data is unavailable to Plaintiffs without discovery, but upon
27 information and belief, analysis of this data most likely would have revealed the
28 Charging Defects.

1 51. Defendants routinely monitor the internet for consumer complaints.
2 Defendants also collect and analyze field data including, but not limited to, repair
3 requests made at dealerships and service centers, part sales reports, and reports
4 prepared that have reviewed vehicles for which warranty coverage is requested.

5 39. Defendants also knew about this condition because their customer
6 services department reviews and receives complaints from customers and can
7 identify potentially widespread vehicle problems and assist in diagnosing vehicle
8 issues. This is evident because, as the following section reveals, multiple customers
9 mention contacting the customer service department when they are experiencing the
10 Charging Defects.

11 **2. Complaints on publicly available internet websites show that**
12 **Defendants have known about the Charging Defects.**

13 **a. YouTube comments**

14 52. In the comments section of the YouTube video summarized above (*see*
15 ¶¶ 6-7), numerous viewers confirmed in the weeks since the video's publication on
16 July 3, 2023, that they were experiencing the Charging Defect as well. Among the
17 comments are the following (all typos in original):

18 **@cframe47**

19 Really appreciate you testing this out and raising the issue with
20 Hyundai, as they only seem to respond to public pressure to make
21 these sorts of issues right. I had a few months of 48amp charging
22 without issue, and then I just started having regular charging
23 failures. Dropped to 40 amps, and got another six months or so
24 of reliable charging, then I started having issues again. I've now
25 dropped down to 32 amps, which is technically enough for me,
26 but I'm just waiting for the problem to get worse yet again. Also
27 a chargepoint home flex unit, but given chargepoint's got one of
28 the best built chargers I hardly think that's to blame. FWIW I live
in SoCal and have my charger installed outside. My hunch with
this is that the system isn't very well built/designed, and the
minor natural wear and dust/dirt that accumulates in the charge
port is enough to introduce unwanted resistance and heat. I've
seen posts where people had their charge port replaced, and the

1 issue went away only to return again, so it could well be the
2 trigger for the issue (doesn't excuse the poor design or
3 component reliability).

4 **@BJoe**

5 I had the TSB installed to lower the charge rate instead of failing
6 and while it was a huge relief to know it would keep charging all
7 night now I totally agree that we deserve the charging speed that
8 was advertised to us. These types of features are what a lot of EV
9 drivers use to choose which car to buy.

10 **@audiovillan1**

11 I have had the same issue with my I5. 48a for a while about 2
12 months then started having issues about 1hour into charging I
13 then dropped to 40a that was good for about 2 months then
14 started having problems again i am now charging at 35a and it
15 doesn't matter how low the soc was it will fully charge with no
16 issue this has been for about 5 months so far finger's crossed. I
17 use the Wallbox 48a evse. My car is parked indoors in an
18 attached garage in the Chicago suburbs. I have had issues
19 whether hot or cold outside at higher ac charge rates

20 **@StephenByersJ**

21 Thank you for calling out Hyundai Motor Group about this. I
22 100% agree that the TSB is a band-aid work-around at best, and
23 not an actual fix. They need to initiate a recall to replace the
24 charge ports of affected customers. But knowing HMG they will
25 do the bare minimum unless owners make a bigger fuss. 2022
26 EV6 Wind + hardwired ChargePoint Home Flex @ 40A and
27 started having issues as the temperature rises with the season.
28 Didn't have any issues last year when we got the vehicle at the
end of August. With ChargePoint being one of the highest-end
brands in L2 charging, I think it's safe to say that this is not down
to a poor fitting connector on the charger side and definitely a
problem with the vehicle's charge port.

@brandonjacobs9102

Thanks for doing this. I have been struggling with this for 14
months now on my 2022 SEL AWD. My car fails at 32A all
summer here in KY. It's not like I'm in Arizona where it's really
hot. This has been the single most frustrating issue for me and
really turns me off to buying another Hyundai EV. I have a 48A
Wallbox and have to run it at 29A to make sure I can get a charge.

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@maximemclaughlin9752

Thanks for doing this. It needs to be addressed by Hyundai. The heat generated by electrical current is proportional to time and current squared, have you tried charging from a very low percentage (0-10%) all the way to 80-100%? I've had the issue a bunch of times at 48 amps, bumped down to 40 amps and experienced it for the first time yesterday charging from 10% to 80%. It was able to go for 3.5 hours before it stopped (got to 65%). If you regularly charge <15% this problem can easily go unnoticed for a long time

@Maverickzeros

As an Ioniq 5 owner since January and having charge failures on the higher 2 of the current limits in the cars settings, I'm hoping this will encourage Hyundai to address it like Technology connections brake light video did.

@CarlPugh

Bless you! We have been struggling with this exact issue for over a year now. Seems like it's time to file a class-action lawsuit. Like many others the car charged fine for the first couple of months and since then has stopped after 45-60 minutes. Also like many others we have a Charge Point Home Flex and initially thought the problem was with the charger. But it's because that's one of the few home chargers that can actually output 48 amps.

@Hankdiego

Just experienced my first charge failure at 40 amps since owning my 2022 IONIQ 5. We've had a pretty cold winter and mild spring in Southern California but now that things are heating up, the car can't handle the higher heat. I'll ask about the TSB, but I agree, we need a better fix. Thanks for helping hold Hyundai's feet to the charging fire!

@Visvism

Happening to me as well. 2023 Ioniq 5 SEL RWD. As soon as the ambient temp went up in my garage, 48A was no longer possible. I now have my hardwired Emporia charger set at 40A just to make sure I don't experience any issues with charging. I submitted a note to Hyundai and NHTSA. Hyundai responded to me and I could tell the person responding had no clue what I was talking about because they told me to contact my local dealership

1 to work on my “paint” issue. What the heck does paint have to
2 do with my charging concern!?!

3 **@rijoshj**

4 Had this happen over the weekend for the first time in 9 months
5 and 14k miles of owning it. I did get the recent TSB installed at
6 the dealership and this is happening right after that. makes me
7 wonder if a bug in the program caused this or not. Maybe if you
8 had an issue, it would have been better with the ramp down and
9 up, but for someone like me who had no level 2 charging issues,
10 this is such a bummer

11 **@tonyfortune4020**

12 Thank you for this information. I was worried that the problem
13 was just mine, living down in “hot” Florida. I have had to lower
14 my charging rate ever since the temperature in my garage has
15 risen above 80 degrees. I have also had an issue with a fast charge
16 at an Electrify America station, but that has only happened once.
17 BUT I have only had to charge a few times away from home.

18 **@atbat82**

19 Thank you for filming this! I've been having the same issue for 8
20 months. My dealer (Key Hyundai) doesn't have a 48amp charger
21 (I think it's 24 amp) so they can't replicate the issue. I've been on
22 the phone with Hyundai customer support at least 4 times and
23 had the car in for service 3 times. Still no joy. Frankly, it's
24 unacceptable.

25 **@Waterwater123456**

26 I also started having this problem about five months after I
27 purchased my 2023 Ioniq five Limited, this corresponded to the
28 time when the weather warmed up. I had gone to the expense of
installing a new panel in the garage to deliver 60 amp service so
that I could charge at 48 A, so I also am very disappointed that I
have to use a lower charging rate to charge my car

@yvanmichaud3466

I have only incountered the problem since this June. I guess it's
so cold here in Canada charging at 48A/11kW did not cause this
issue to occur. I have therefore had the TSB installed and now at
least the start of the charge is at 11kW and about an hour or so
later it falls to 7kW. My only consolation is that it does not
completely fail as before. Thanks for transmitting our concerns

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as one of the reasons I got this vehicle was for its fast charging capabilities!

@dyl421421

I've owned my Ioniq 5 since August and have had charging failures since November. My Ioniq 5 does not charge anywhere near the advertised charge rate without failing.

If I attempt to charge above "Minimum" charge rate, the charge session will fall to minimum charge rate (20A), taking 2.5 times longer to charge than able. I've got the TSB update so this is the expected behavior, and the dealership I went to refused to acknowledge there was anything wrong. Their AC charger is 32A at 208V so they never even saw the issue.

Hoping your video will make some folks hurry around at Hyundai to get a fix!

@tylermorrismusic2493

I've owned my Ioniq 5 since March of 2022. It charged well on 40 amps for close to a year, and then started experiencing this exact problem. The TSB was a band-aid, as you said. Funny enough, the tech didn't believe me when I brought the TSB in and showed him. He said "I don't see that coming up for your VIN." After they plugged it in, he came out to apologize. Apparently they can't even reference the TSB until they plug in and see that the car has experienced this failure. I love the car - but fix what is clearly a problem, Hyundai.

@weaktwos

Yup, this happened to me as soon as the Texas heat started. For the first few months, it was just fine. But charging at 32 has been reliable.

@grossbran

I've been dealing with this issue as well with my 22' Ioniq 5 SEL AWD. The issue started a few months ago. Unfortunately even at 32 amps it fails after an hour. I have a brand new Level 2 charger and I cleaned everything with contact cleaner. I took it in to the dealership and all they did is install the update. But now the car charges so slowly it can be really challenging if I have a day of heavy driving. I wanted a 48 Amp charging experience so I could stop at home for 2 hours to "top off" and be ready to do more driving for the day, not wait overnight.

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@user-rc3jw1eb8v

My 2023 IoniQ 5 worked great on a 40+ amp charger for about four months (it was winter) however lately it experiences the same failure as everyone else. I bought this car for the charging capability. It is now summer with average daytime temps in the 80s. I can't believe Hyundai has not come up with a hardware fix. I would love to see a class action suit to light a fire under these guys.

@IvanSchustak

Thanks for doing this. I use a Chargepoint Home Flex plugged in at 40amps. It's been mostly fine, with one unexpected failure. But I've also been paranoid since that failure, and check the charge overnight (usually between 2-3am) to make sure it's going. This isn't acceptable, and Hyundai needs to fix it.

@RonMilesLokheed

Same issue here. For the first month or so, my 2023 Ioniq 5 SE charged without a problem at 48A. Then it started failing less than an hour into charging. Having the TSB applied did not resolve the issue. I had to step down my charging unit to 32A, and since then it has not failed. But of course, it also takes significantly longer to charge.

@seanregan9177

I have the same issue. When I first bought the car I was able to charge at 48A no problem but after about a month of owning it I've had to turn it down to 38A and even still I sometimes have the issue and wakeup to the "electric vehicle charging alarm" notification from the app. I agree that this definitely needs to be fixed and don't want the TSB hiding the issue

@mobilitytoday

THANK YOU FOR CALLING THIS OUT at 48amps !!! My car was bought back by Hyundai because of this. The problem is the gauge of wire for low voltage to the battery. It does a thermal shutdown. I was working with Hyundai engineers for weeks and they pretty much came to this!! I tweeted this off linking your video. Thank you!!!! RECALL!!!! Huge safety concern with a thermal shutdown.

@stevenloya3127

I've been experiencing this issue for some time now and my dealership had no idea what I was talking about. I'm also glad I

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switched jobs and no longer have a long commute because I couldn't trust charging it overnight.

@mousepad3000

@TheIoniqGuy Thanks for bringing more attention to this problem. This car does not charge at 48A as advertised.

I had no issues in the first couple months charging my Ioniq 5 purchased in March. Ever since temperatures started to climb around mid-May, though, I've been running into this problem every time I charge. On warmer days I'm lucky to get 30 minutes before it overheats. I had to lower my charging current to get it to charge reliably.

Edit:

I'm using a ChargePoint Home Flex like a lot of others commenting. I'm doubtful that the EVSE is the problem, though, as the Flex seems to be far and away the most popular 48A model.

@davehooper5462

Wow thanks for this. I thought there was something wrong just with my car but apparently this is a known issue. This was happening since last July when I bought the car. I finally lowered the charge rate to around 40A and it charges fine now.

@JayLiquori

Experiencing the drop in rate as well. Unacceptable I feel, especially since I payed for a thick 60A copper wire running from one side to another side of my house. This is not as advertised.

@GZIM86

Same issue w/ my 2023 I5. It started this summer and I can only use the lowest charging setting otherwise the session cuts out. This has not effected DC fast charging luckily, otherwise road tripping would be out of the question.

@AmanSharma-pz2or

Thank you for this video. I have a 2023 Ioniq 5 Limited model and EV Juice net Level 2 charging. After about 6 months, I started noticing that the car won't charge fully after an overnight charging session. I tried to rectify this with EnelX and they told me to perform some diagnostics one of which involved reducing

1 the charge current from 40A to 25A and the car started charging
2 fine.

3 I totally agree with you in this case that Hyundai needs to fix this
4 issue and have falsely advertised.

5 **@ouch1011**

6 I have the same ChargePoint charger. My car worked fine
7 charging at 48A for about 5 months then it started having issues.
8 It went from working, charging from 0-100% at 48A to
9 overheating within 30 minutes. My car will charge at 48A just
10 fine on other chargers, getting to about 160-170F after several
11 hours at 48A but overheating after 30 minutes on my home
12 charger. I got a warranty replacement for my CPH50 but I
13 haven't installed it yet. The fact that the car will charge just fine
14 (but still get warmer than I'd expect) on multiple 48A public
15 chargers but overheat on my home charger at 48A means that the
16 car isn't 100% to blame. That said, my Model 3 charges just fine
17 at 48A every day. The connector doesn't even get warm, while it
18 gets uncomfortably hot with the Ioniq5.

19 The TSB isn't a fix for this issue. It's barely even a band-aid.
20 Heat is caused by resistance in the circuit, either due to poor
21 connection or undersized conductors. Hyundai needs to figure
22 out what is causing the resistance and fix it.

23 **@richdavis8006**

24 I have this issue with my Kia EV6. When I asked the service
25 techs at the Kia dealership, they told me it was an issue with my
26 charger at home. They did not mention the technical service
27 bulletin or the "fix". I currently have to set the charging rate in
28 the settings menu on the EV6 to the lowest setting to get a
successful charge, reliably, overnight.

@CrispyTaytortot

I have the Home Flex and have the same issue even at 40A. This
is unacceptable. I've had to derate my charger to 32A to solve the
problem. Imagine if I didn't have this flexibility with this charger.
I simply wouldn't be able to charge without changing a setting in
the car every single time. Hyundai needs to address this ASAP.

@GeoffJohnson

Thanks for doing this, I also have this problem and it drives me
crazy.

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@bradbarger

Thank you! Ioniq certified dealers refuse to acknowledge this problem on my Ioniq 2023 6 SEL RWD. Current is not cut like all other E-DefendantsP vehicles, it just gets reduced and provides a message on the car display. I charged fine for the first 2 months of ownership at 40 amps then the problem started. We are getting warm here in Phoenix so now I am down to 32 amps with car setting on minimum to avoid the AC charger (charge port) overheat condition. My L2 charging time has doubled making it hard to charge during off peak hours let alone obtain enough charge for the next day. I have tried many EVSE so it is the car, not the charger or the owner. My last dealer visit (AutoNation Hyundai Tempe) set my AC charging and DC charging limits to 50% and charge current to minimum as their "fix". Chapman Hyundai Scottsdale only said the car is working as designed and refused to even pull it in the shop. Very disappointed with Hyundai as my first time with manufacturer.

@kentmcvety53

I am having the same problem with my Ioniq 5 SEL RWD. It was fine for the first ten months of ownership, but then the problem started. I was charging at home with a level 2 at 40 amps. I started having problems when the charging would shut down after the first 30 minutes. I would have to restart it multiple times to reach 80 %. Before I could charge to 100% with no problem. I reduced the amps in the Infotainment from "maximum" to "reduced." I loss 10% speed charging at 8.5 KW instead of 9.5 KW. It works fine at the lower speed. I took the car into Hyundai who replaced a wiring harness that had gone bad. They did not do anything to the software. After replacing the wires, it worked at full speed for about three weeks, before starting to shut down again. I am back to charging at 8.5 KW. I can still charge at "maximum" at the Electrify American stations. Only my level 2 charging at home is affected.

@user-re5pz6eu3v

I have a 2022 Limited purchased in July 2022 in RI. This issue started a few months after installation of a Lectron V Box 48a. I had the TSB completed and it just lowered the charge rate. This is a major issue for me. Actually had ordered another I5 but cancelled given this issue and limited OTA updates.

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@galland101

I've been charging at 40A over the past year I've owned my I5 and never had any problems until now. The last 2 charging sessions the charging stopped at some level above 80%.

@MSteamelectric

I am starting to have the same issue and it's happening at 32A as well. Only works at 4.5kwh ~18-20A very very disappointing

@zoltronr6

I have seen this failure many times. Needed to lower the charge rate long ago. My Lightning charges like a champ with the same Charge Point charger.

@Lorraine917

Hyundai replaced the VCMS Assembly in October 2022 due to a 40A charge stopping. Worked fine until last week, when it started stopping again. Had to lower the input to keep it charging. It's scheduled to go back to the dealer at the end of the month. They do need to fix this rather than replacing a \$744.49 part every nine months.

@doug446

My Hi5 worked perfect for the first 6 months at 40A no problem outside in summer heat of 100 degrees. Now I have to charge at 32A or lower even in the winter. The TSB is not a fix. The car is rated up to 48A and I'm using a quality charger as well.

My opinion is the cars will continue to degrade the amps it can charge at the older they get. I think it's the port itself on the car degrading.

@rickcombes1286

Thanks Ioniq guy. I drive for Uber and this has been driving me crazy. Trying the 32 Amp tonight. As an added kick in the rear, the Hyundai app gives really stupid reasons for the failure. I received this error message, "Your vehicle is not charging. Please try again. Ensure the vehicle ignition is OFF and gear shift is in park"

@shep64

I bought my 2022 Ioniq 5 SE at the beginning of May 2022. Never had a problem charging at home until about 2 months ago. Charging would just stop during charging. Luckily for me I'm retired so I would just start the charging again. Sometimes it

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would take me about 3 times stopping and starting charging to go from 40% to 80%. I lowered the rate of charging and now it doesn't stop charging.

@paulsine1515

My level 2 charger charges at 48 amps and it stops charging in warm weather. I had my electrician come back and review the original work on the circuit he installed. I exchanged my charger for a new one and the new one is no better. I have another EV.....no problem. So it's the Ioniq 5.

@timsheehan8713

Bought in June 2022. No problems last summer at 40 amps but once it got warm in the spring if it's over 70 degrees it will fault every time. We have not gotten the TSB but we have been ok at reduced. The TSB reducing the charging rate really isn't an acceptable solution.

@SantSrinivasan

Mine is manufactured in May 22 and bought in July 22. I have the same problem charging at 48 Amps, works at 40 Amps. My charger is Juicebox hardwired for 48 A

@greenmountainlaw

I'm in Vermont. Bought my Ioniq 5 in early January 2022. Experienced charging failures at 48 amps at warm temps all last summer. Now having them again since we've had temps in the higher 70s to 80s. This is extremely frustrating and is unacceptable. If Hyundai can't / won't fix this ASAP I'm going to need to reluctantly sell this car and buy an EV from a different manufacturer.

@motominis

count me in. I had failed charges even at 40a before the TSB, I honestly havent paid attention since the TSB since it always charges. I am highly annoyed to find out it was a band aid fix.

@RuslanDorfman

I have the same issue with GV60 and Ioniq 5

@Nuttycashew5

I use a Lectron V Box 48 amp charger and I've had issues ever since the weather heated up. I first lowered the allowed amps in the car settings to 90% so I would be charging at about 42 amps. Same problem. I then lowered my charger to 40 amps. Same

1 problem. I then set the car settings to 90% with my charger at 40
2 amps so it would charge at about 36 amps. Same problem.
3 Getting a little ridiculous.

4 **@michaelsilverstein7404**

5 Same problem with my MY2023 I5 AWD Limited. Have the car
6 since January 2023, no problems at 48A with my Chargepoint
7 Home Flex until May 19th. ODB2 dongle showed peak of 195.8F
8 on April 22nd (garage temp 72 here in NJ) prior to overheating
9 on May 19th at 48A. Been at 40A since May 20th with no
10 problems with observed peaks of 212F on May 24th (garage
11 temp 72) and 226.4F on June 29th (garage temp 79). I am
12 adjusting the Chargepoint rather than lose control and lock in the
13 TSB fix for my garage and public charging. I could also use the
14 dashboard setting which I haven't used since I charge away from
15 home so rarely. My overnight charging is completing adequately
16 at the slower setting, but Hyundai needs to make good on their
17 own performance specs, and not by giving owners a lame TSB
18 workaround just slowing things down. Thanks for continuing to
19 publicize this problem.

20 **@chrisrose4369**

21 I have this issue on my 2023 AWD Limited. I am using the 50A
22 Chargepoint hardwired into my panel on a 60A breaker giving
23 me 48A/11kw. I live in AZ and it will charge at the full 11kw
24 for 12min then ramp down to 7.3kw for the remainder of the
25 charging session. That was after having the spring TSB installed.
26 Before the update I could only charge for 10 - 15min then it
27 would overheat and cut out completely. You are correct Hyundai
28 needs to address the root cause. Thanks for the video showing
exactly what is happening and bringing awareness.

@TeddyD802

I got my car in the winter so I didn't notice this problem until
spring. Really irritating and makes me wonder why so much heat
is being created? Makes me wonder if it's an inverter issue.
Anyways I want to charge at 48A and my car can't do that.

@dsipropertiesllc6049 (excerpted)

I own a 2022 SEL since new which was delivered in mid August
of 2022. Current milage is 10,575.

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I also had an Emporia Smart Home EV Charger | Energy Star | UL Listed | 48 Amp | 24' Cable | 22" NEMA 14-50 × 1 hardwired installed by a professional electrician prior of taking delivery.

Hyundai specifications states that I5 is capable of charging with 10.9KW at 240 Volts:

So, I set my charger to charge at 10.8KW maximum. For the first two months this was not a problem. Then I started to get messages through my APP that charging was stopped. I looked at my Emporia APP and could see that charging stopped for about a minute and then started up again. Once this problem started it happened every time I charged the car. I live in Texas and the summers are hot, and when I checked the Plug connection to the car, the handle was warm to the touch, but not hot in any way. So I reduced the charge setting to 9.5KW and I had no problems at all going through the winter.

However, since the beginning of March I am getting the same charging interruptions, now with the same reduced setting of 9.5KW. It got so bad that it got annoying (messages from APP) and concerning that I reduced the charge to 8.5KW. That seemed to help, but since the last month it also has given me trouble. The difference is that it will charge longer (about an hour) before kicking off, and the ambient temps are higher (mid 80s).

So, to me it shows that this problem is getting worse. The local dealer has no answers, and currently I am discussing this issue with the dealer from where I bought the car from (about 2 hours drive).

@eric4133

Over the winter I was able to charge at work on the L2 chargers just fine, now that it's summer, anything above minimum (60%) it fails.

@davejameson9773

I have a 40 Amp charger and my 2023 had no issues - until the summer. I live in Texas and when it is hot out (95F+) I get charging alarms from blue link about every 10 mins. I can see from my charger (Emporia) that the voltage drops to about 25 Amps and then goes back up. What this does is sets my phone's notifications off all day to the point that I now need to charge

1 over night when it is somewhat cooler (it's Texas, so cooler is in
2 the 80s and no sun shine). Could be worse because for me it has
3 never stopped charging completely but takes longer and is really
4 annoying.

4 **@TXCraig**

5 I have the same issue with my EV6. I have the "fix" and mine
6 slows down after an hour or so

6 **@jimgray1967**

7 I have a 2023 Limited with a ChargePoint Home Flex EVSE,
8 hardwired with a new 60 amp circuit and a short run of 6AWG
9 copper. Took delivery around 1 October 2022 and it worked just
10 fine at 48 amps until mid January when it started to charge for a
11 while then stop. Had to unplug and restart multiple times to get
12 a full charge. Had to get up in the middle of the night to resume
13 charging many times. Did troubleshooting with ChargePoint to
14 no avail. Does the same thing on my son's 40 amp Tesla charger
15 and a friend's HomeFlex. It is the car! The TSB fixed the
16 unplugging part but it still overheats at both 48 and 40 amps in
17 about 30 mins and drops to 32 amps where it stays until charging
18 is complete. This has been a nuisance since I bought the high-
19 end charger and installation specifically to utilize the 48 amp
20 capability. I have read elsewhere this is a hardware issue with the
21 charging harness. It is certainly a known problem that Hyundai
22 needs to fix.

18 **@user-ld9wq2ni4q**

19 Add my name to the list. I've had this issue since purchasing the
20 car. After taking it to the dealership 3 separate times (each time
21 the dealer was clueless on all things EV), I finally went to a
22 different dealer who ended up installing the TSB (without asking
23 me...). I told them it was just a bandaid but the dealer wasn't
24 hearing it and told me to take it up with corporate. I reached out
25 to corporate and after a few weeks of waiting for a response, they
26 just told me to take it to a dealer to get inspected! I'm at my wits
27 end with this issue...

25 For the technical details, I am one of the unfortunates that can't
26 get through a full charge using a 32A charger at max rate. I've
27 tried all 4 32A chargers at work, as well as my 40A charger at
28 home and all eventually fail (or now with the TSB, throttle to
minimum current). Agreed with your statement that this is now

1 false advertising to say you can charge at 48A. 2022 Ioniq 5
2 AWD limited, purchased July 2022, have had the issue since late
3 July 2022.

4 **@londonosebastian631**

5 Here from Canada Montréal . Juicebox 48A 11.3 KWh normally
6 On winter everything was ok , charging no problem , but as soon
7 as the temperature starts to go higher then 10 Celsius outside my
8 car start not charging, i had to lower to 6.2 kWh in the option of
9 minimal charge to be available to charge i purchase the car
because the charging was amazing but now with this problem the
car is useless for me and I had to take my old car several times
because I'm not been having enough to go to work and come
back.

10 I feel that they should have fix this problem long time ago , is
11 been 4 months and still not been fix , not even at the public fast
12 charge (level 3) to bee available to do road trips, so I don't really
13 recommend this car for now for the people how need lot of km
on a daily basis.. sorry Hyundai but you need to fix this problem

14 **@danholder-pointerridge5086**

15 I had the TSB installed. Level 2 at 40 amps, drops to 22 amps
16 after 1/2 hour, 2022 Kia EV6. I'm lucky to only have to pay 13
17 cents per KWh at all hours of the day but having to charge the
car for 10 hours to get a full charge is frustrating and false
advertising. Hyundai/Kia needs to get this fixed ASAP.

18 **@jt-i5**

19 In the video, the car stopped charging at 212 degrees F, mine is
20 a 2023 SEL and it stops at about 240 degrees F - maybe there's a
21 different temp. limit on 2023's? In any event, I bought a 2023
22 SEL in Feb. - had no issues charging at 48A until May - in my
23 case I had my Chargepoint start charging at 11PM - it took me a
24 while to notice that starting in May, the charging was turning off
25 and on due to overheating - just ran a test a couple of nights ago
26 using the "reduced" charging speed and it overheated after 40
27 minutes or so (at 10 kW) - so in my case, the vehicle can only
28 charge reliably using the "minimum" setting in the car which is
6.7 kW at home using my 48A Chargepoint Home Flex - I am
still trying to figure out if I want the TSB or not, we definitely
need a proper fix for this...

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@jays2473

We have had our 2023 IONIQ5 for about six weeks. Charged consistently for four weeks in the L2 at work, then one day it just stopped. Now I must either physically reset the charger and try again somewhere about every fifteen minutes, or I have to tell the car to charge at minimum amperage. My dealer did not even know anyone was having L2 charging problems. They told me my only recourse is complaining to customer service at Hyundai

That's not what you want to hear when angry about a fundamental flaw in the most expensive vehicle you have ever bought.

@ethanowen2533

I have an Ioniq 6, purchased in June near Charlotte, NC. I have a 48 amp L2 charger inside my garage. Twice since June 12, it simply stopped charging after about 20-30 minutes. I will report it now to the NHTSA.

@starlinrick1

Charging on GV60 has been shit-show starting last June (2022) after about a month of owning. They've replaced main charging unit, no change. Tried a number of other things until finally they replaced the charging assembly because they found resistance inconsistencies in it. That solved the problem for a while (maybe a month or two) until the GV60 stopped charging 12v, went into a limited driving speed mode and had to be flatbedded to dealer. Replaced ICCU. Fixed the 12v problem, but there's no way to tell if that affected the charging (which was working good) because now I have the bullshit band-aide software (TSB) that throttles the charge rate to avoid the problem from happening. After a year of this happening... and after a year of hearing how Ioniq and EV6 owners have the same issue for several years, it's pretty obvious it's not fixable. In reality, how many people really charge at 48 (11kW) anyway? I bet it's not many compared to the whole owner-base. Most of the home chargers are not even capable of that charge rate and the Level2 chargers you normally encounter at shopping centers, hotels, hospitals, etc... they're all 6kW. And for those of us trying to make 11kW work, I bet not many are really qualified to understand the band-aide TSB fix they put out... most people just accept it and move on. Definitely a HUGE knock against Hyundai/Genesis for me. And I'm a devoted fan... I have a Palisade, Elantra, GV60 and a G70. If it

1 weren't for Genesis of Cherry Hill being flat-out-awesome, I'd
2 have bailed on this GV60 a while ago. Love the car, but not the
3 charging game I need to play. Right now I'm settling for Medium
4 charging because I'm not driving that often. Hoping for a fix
someday but it looks like Hyundai gave up on it.

5 **@Alejandro-ut4up**

6 Had this problem on my 2022 Ioniq 5 and now after a couple of
7 months with my 2023 Genesis GV60 it is also failing to charge
8 at 48 amps, was working for a while at 40 but now only works at
32 amps. Not interested in getting the band aide software solution
to address an obvious hardware problem.

9 **@Kevin-xg4ck**

10 When I initially got my car 1/2023 I was able to charge at 40 A
11 for about three months and then I started to get the failures. Now
12 I need to charge at 32 A. I brought the car to the dealership,
13 including a printer TSB and they said that it did not apply to my
14 car. I told him exactly what I have for charging and they
15 instructed me to bring a video of the problem. I told him I did not
16 understand how that would help. They were just buying time.
They had my car for two days and I think that essentially no one
knows how to deal with electric cars at the dealership even
though they are certified.

17 **@Tstine2480**

18 I drive 1k miles per week. I need a full charge daily. Mine throws
19 that message of charge failure at 32a. Not every time but it still
20 does and I was charging at 40a for a while then it started throwing
the charge error message. That's why I went down. To 32a.

21 **@thomasrider5852**

22 Mine wont even take 48A most I can ever get from mine is
23 9.5kw. Mine home charger puts it into limp mode very quickly
24 here in Arizona where garage is 100+ degrees. If I reduce it down
to 8kw in car I have not had go into limp charge mode with that,
yet... TSB was pretty shit "fix"

25 **@lventuri82**

26 We have a hardwired charger and our charging fails when it's set
27 to 48 amps. We're waiting for TSB but our dealer doesn't have
28 any availability appointments for another 3 weeks. 2023 SEL
AWD

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@rickysandhu3918

I have a kia ev6 2023. Same problem started 2 weeks ago.

@user-dz6ms9cq3z

My dealer had my 2022 Ioniq 5 for 4 days and ignored me after telling them they needed to address the charging failures with the TSB fix. They told me it was my aftermarket charger and that I needed to purchase a Hyundai charger. I asked them where I could buy one and they couldn't tell me. Hyundai doesn't make a charger. After they performed the TSB my Mustcharge charger worked fine. Parks of Gainesville has an ill informed and incompetent service department.

@lansr

Had the choice between a model 3 and a Hyundai.... Chose the Hyundai... had issues. Super surprised. So so surprised.

@jeffhardwick9404

I did not have the problem for the 1st 6 months of ownership. However the last 10 months I am not able to successfully charge over 40A and sometimes 32A

@arishem555

RWD 2022. tired of that issue. need to plug, 20-30 minutes and overheated. Yes, I am in the hottest Houston season right now. But damn. Can I return it because of it ? 😊

@irawiss9879

When I plug in. I charge at 9.5 kv. Since the tsb, it does not cut off, but it drops to 5.5 kv. Seems wrong. Fix it Hyundai!

@JonathanHarvell

Mine trips at 40A.

@jonathan81pr

My 2023 I5 fail at 48 and 40 amp. I have to charge it at 32amp.

@rbdavis808

Hyundai needs to stop making excuses about this, i.e., blaming the EVSE units. These failures have been documented happening with many different EVSE brands, yet no other EV seems to have this problem. Our 22 SEL charged at 40A with no issue for only about 6 weeks and then these failures began, forcing us to limit our charging to 32A. The TSB software patch is a bad joke, and I will never install it -- why would I want to have a 40A charge

1 session derated to 23A after 20 minutes instead of just setting my
 2 EVSE to output 32A where the car will allow the charge session
 3 run to completion at 32A? The car is advertised as chargeable at
 4 48A period, not 48A for 20 minutes and then you're out of luck.

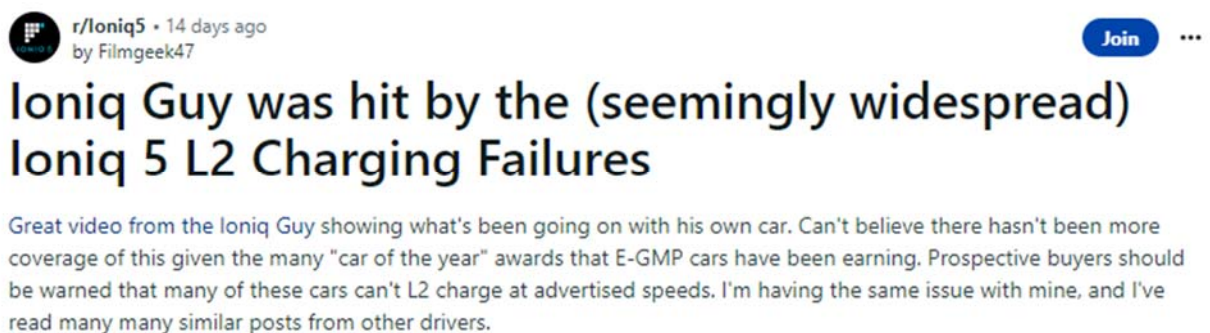
5 Between this and the ICCU problem Hyundai's EV brand is
 6 taking a pretty big hit, and I can no longer wholeheartedly
 7 recommend this car to others.

8 **@nexxusk**

9 So "#CHARGE GATE" is affecting my car. This started this
 10 June. MY CAR will not charge at 7kW here in Ontario, Canada.
 11 I am so angry. The dealer solution? Set AC charger to run @60%.
 12 4.2kW!!!! Wow amazing! I own a piece of crap car. Major issue
 13 is right. Do not worry, since last fall since I found out that they
 14 would not be activating battery pre-conditioning for Canadian
 15 Ioniq 5 for winter, to all the people who ask about my car, I
 16 recommend Tesla and that I regret my purchase.

17 **b. Subreddit comments**

18 53. There is also a Subreddit⁸ (a community page on the Reddit website)
 19 dedicated to the Ioniq 5, which contains numerous statements confirming the
 20 existence and prevalence of the Charging Defects. One headline from July 3, 2023,
 21 states the following⁹:



23 54. Among the comments under the header are the following:
 24
 25
 26

27 ⁸ See [reddit.com/r/ioniq5](https://www.reddit.com/r/ioniq5) (last visited July 24, 2023).

28 ⁹ https://www.reddit.com/r/Ioniq5/comments/14pug6p/ioniq_guy_was_hit_by_the_seemingly_widespread/ (last visited July 24, 2023).

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DustyContempt

I just started experiencing this issue on my 2023 Limited

drartz

Same. Ever since Summer temperatures arrived, I can't get more than about 30 minutes of charging at 48A before it overheats.

redditmnb

I've been having this issue for the past 3 months or so with my 2022 SEL. Have dropped down to the lowest charging speed and seems to have stopped for now.

dougmo

For those saying it's heat issue. When my car was new I was charging 40A sitting outside my garage on a 100 degree day with zero problems. 6 mo later I can't charge 40A in 20 degrees in the winter. Outside temp may have something to do with it but I assure you it's only a minor piece.

AZDpcoffey

Just experienced charging failure this week. Az has been 110 degrees plus this week and the garage is HOT. I had to lower my juicebox 40 to 32 amps.

Ephrim

Even that may not be enough. I have 32A chargers at work and will have charging failures if I charge at max current, even if it's 70 degrees outside :/

PTVMan

It was happening with my 2022 SEL just before I sold it. Hyundai really needs to fix this.

TheUnseeing

Had mine start about 6 months into owning it, dealer "can't replicate the issue" 😬 Funny since it does it on both my chargers, and 2 others owned by friends, plus the one by my work. L3 is fine of course.

Surffisher2A

i am having this issue with mine as well. really disappointed with Hyundai that they won't acknowledge this problem and are

1 forcing a software update that slows down the charging instead
2 of actually fixing the issue.

3 **c. Comments on Class Vehicle-specific websites and blogs**

4 55. There are many other websites and blogs that have long discussions of
5 the Charging Defects in the Class Vehicles, including the following:

6 56. On a Kia EV forum, a car owner posted about the issue in April 2022.
7 There are over 700 comments, including many from Class Vehicle users
8 experiencing the Charging Defects: [https://www.kiaevforums.com/threads/charging-
9 problem-automatically-stops-charging-at-home-the-charging-for-ev6-failed-please-
10 check-vehicle.3659/](https://www.kiaevforums.com/threads/charging-problem-automatically-stops-charging-at-home-the-charging-for-ev6-failed-please-check-vehicle.3659/).

11 57. On a Genesis forum, many of the 700 comments on a thread about
12 charging issues discuss the Charging Defects: [https://genesisowners.com/genesis-
13 forum/threads/reported-issues-with-the-genesis-gv60.39000/](https://genesisowners.com/genesis-forum/threads/reported-issues-with-the-genesis-gv60.39000/).

14 58. There is another post about the Charging Defects on the same Genesis
15 forum with over 100 comments: [https://genesisowners.com/genesis-forum/threads/
16 heads-up-charging-problem-with-chargepoint-flex-home-and-gv60-using-60a-
17 setting.41089/page-2](https://genesisowners.com/genesis-forum/threads/heads-up-charging-problem-with-chargepoint-flex-home-and-gv60-using-60a-setting.41089/page-2).

18 59. Numerous other Reddit posts on the GV60 Subreddit describe the
19 Charging Defects:

20 [https://www.reddit.com/r/GV60/search/?q=charging+&cId=e68028a9-5a90-4e4b-
21 aaa4-aaf4a1a20b86&type=link](https://www.reddit.com/r/GV60/search/?q=charging+&cId=e68028a9-5a90-4e4b-aaa4-aaf4a1a20b86&type=link)

22 60. There is an EV6 Subreddit post describing the Charging Defects:
23 https://www.reddit.com/r/KiaEV6/comments/zdg95b/charging_failures/.

24 61. A self-described “petrolheads” website discussed and linked to The
25 Ioniq Guy’s YouTube video. [https://www.autoevolution.com/news/hyundai-ioniq-5-
26 may-overheat-when-ac-charging-optional-fix-isn-t-to-everyone-s-liking-
27 217557.html](https://www.autoevolution.com/news/hyundai-ioniq-5-may-overheat-when-ac-charging-optional-fix-isn-t-to-everyone-s-liking-217557.html)

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V. CLASS ACTION ALLEGATIONS

A. Class Definitions

62. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to the provisions of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the class of persons (collectively, the “Class”) who purchased or leased one or more of the Class Vehicles (Hyundai Ioniq 5, Ioniq 6, Kia EV6, and Genesis GV60).

63. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to Federal Rule of Civil Procedure 23, on behalf of the following Class and Sub-Classes:

Nationwide Class: All persons or entities who purchased or leased one or more of the Class Vehicles.

New York Sub-Class: All persons or entities who purchased or leased one or more of the Class Vehicles in the State of New York.

Georgia Sub-Class: All persons or entities who purchased or leased one or more of the Class Vehicles in the State of Georgia.

Florida Sub-Class: All persons or entities who purchased or leased one or more of the Class Vehicles in the State of Florida.

64. Excluded from the Class are the Hyundai Defendants and their officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns, as well as any entity in which Defendants have a controlling interest. In addition, governmental entities and any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff are excluded from the Class. Plaintiffs reserve the right to revise the Class definition based upon information learned through discovery.

65. Certification of Plaintiffs’ claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using

1 the same evidence as would be used to prove those elements in individual actions
2 alleging the same claim.

3 66. The Class Representatives are asserting claims that are typical of claims
4 of their respective Classes, and they will fairly and adequately represent and protect
5 the interests of the Classes in that they have no interests antagonistic to those of the
6 putative Class members.

7 67. The amount of damages suffered by each individual member of the
8 Class, in light of the expense and burden of individual litigation, would make it
9 difficult or impossible for individual Class members to redress the wrongs done to
10 them. Plaintiffs and other members of the Classes have all suffered harm and
11 damages as a result of the Hyundai Defendants' unlawful and wrongful conduct.
12 Absent a class action, the Hyundai Defendants will likely not have to compensate
13 victims for the Hyundai Defendants' wrongdoings and unlawful acts or omissions,
14 and will continue to commit the same kinds of wrongful and unlawful acts or
15 omissions in the future.

16 **B. Class Action Requirements**

17 **1. Numerosity under Federal Rule of Civil Procedure 23(a)(1)**

18 68. The members of the Class are so numerous that individual joinder of all
19 of its members is impracticable. Due to the nature of the trade and commerce
20 involved, Plaintiffs believe that the total number of Class Plaintiffs is at least in the
21 tens of thousands, and are numerous and geographically dispersed across the country.
22 While the exact number and identities of the Class members are unknown at this time,
23 such information can be ascertained through appropriate investigation and discovery,
24 as well as by the notice Class members will receive by virtue of this litigation so that
25 they may self-identify. The disposition of the claims of Class members in a single
26 class action will provide substantial benefits to all Parties and the Court. Members of
27 the Class may be notified of the pendency of this action by recognized, Court-

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1 approved notice dissemination methods, which may include U.S. Mail, electronic
2 mail, Internet postings, and/or published notice.

3 **2. Commonality and Predominance under Federal Rule of Civil**
4 **Procedure 23(a)(2) and 23(b)(3)**

5 69. This action involves common questions of law and fact which
6 predominate over any questions affecting individual Class members, including,
7 without limitation:

- 8 a. Whether the Hyundai Defendants engaged in the conduct
9 alleged herein;
- 10 b. Whether the Hyundai Defendants knew about the Charging
11 Defects, and if so, how long the Hyundai Defendants knew
12 or should have known as much;
- 13 c. Whether the Hyundai Defendants designed, advertised,
14 marketed, distributed, leased, sold, or otherwise placed the
15 Class Vehicles into the stream of commerce in the United
16 States;
- 17 d. Whether the Hyundai Defendants omitted material facts
18 about the quality and durability of the batteries in the Class
19 Vehicles;
- 20 e. Whether the Hyundai Defendants' conduct violates the
21 CFAA, the CDAFA, the UCL, and constitutes trespass to
22 chattel under applicable common law;
- 23 f. Whether the Hyundai Defendants misrepresented the truth
24 to consumers when they advertised that the Class Vehicles
25 could be charged in seven hours at 48 amps;
- 26 g. Whether Plaintiffs and putative class members overpaid for
27 the Class Vehicles at the point of sale; and
28

1 h. Whether Plaintiffs and the other Class members are entitled
2 to damages and other monetary relief and, if so, what
3 amount.

4 **3. Typicality under Federal Rule of Civil Procedure 23(a)(3)**

5 70. Plaintiffs' claims are typical of the other Class members' claims because
6 all have been comparably injured through the Hyundai Defendants' wrongful
7 conduct as described above.

8 **4. Adequacy of Representation under Federal Rule of Civil**
9 **Procedure 23(a)(3)**

10 71. Plaintiffs are adequate Class representatives because their interests do
11 not conflict with the interests of the other Class members they seek to represent.
12 Additionally, Plaintiffs have retained counsel with substantial experience in handling
13 complex class action and multi-district litigation. Plaintiffs and their counsel are
14 committed to prosecuting this action vigorously on behalf of the Class and have the
15 financial resources to do so. The interests of the Class will be fairly and adequately
16 protected by Plaintiffs and their counsel.

17 **5. Superiority of Class Action under Federal Rule of Civil Procedure**
18 **23(b)(3)**

19 72. A class action is superior to any other available means for the fair and
20 efficient adjudication of this controversy, and no unusual difficulties are likely to be
21 encountered in the management of this class action. The financial detriment suffered
22 by Plaintiffs and the other members of the Class are relatively small compared to the
23 burden and expense that would be required to individually litigate their claims against
24 the Hyundai Defendants' wrongful conduct. Even if members of the Class could
25 afford individual litigation, the court system could not. Individualized litigation
26 creates a potential for inconsistent or contradictory judgments and increases the delay
27 and expense to all parties and the court system. By contrast, the class action device
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1 presents far fewer management difficulties and provides the benefits of single
2 adjudication, economy of scale, and comprehensive supervision by a single court.

3 VI. CAUSES OF ACTION

4 A. Claims brought on behalf of the Nationwide Class, or in the alternative, 5 on behalf of the Sub-Classes

6 COUNT I

7 VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT 8 (18 U.S.C. § 1030 *ET SEQ.*)

9 73. Plaintiff Iyengar (“Plaintiff,” for purposes of all claims brought on
10 behalf of the nationwide class) realleges and incorporates by reference all paragraphs
11 as though fully set forth herein.

12 74. Plaintiff brings this count on his own behalf and on behalf of the
13 Nationwide Classes. In the alternative, Plaintiff brings this count on his own behalf
14 and on behalf of the State Sub-Classes.

15 75. The federal Computer Fraud and Abuse Act (“CFAA”) establishes a
16 private cause of action against a person who “knowingly accessed a computer without
17 authorization or exceeding authorized access,” and whose prohibited access results
18 in damage or loss in excess of \$5,000 in any one-year period. 18 U.S.C. § 1030(a)(4).

19 76. The CFAA also establishes liability against whomever: “knowingly
20 causes the transmission of a program, information, code or command, and as a result
21 of such conduct, intentionally causes damage without authorization to a protected
22 computer” (§ 1030(a)(5)(A)); “intentionally accesses a protected computer without
23 authorization, and as a result of such conduct, recklessly causes damage” (§
24 1030(a)(5)(B)); or “intentionally accesses a protected computer without
25 authorization, and as a result of such conduct, causes damage and loss”
26 (§ 1030(a)(5)(C)).

27 77. The term “computer” means “an electronic, magnetic, optical,
28 electrochemical, or other high speed data processing device performing logical,

1 arithmetic, or storage functions, and includes any data storage facility or
2 communications facility directly related to or operating in conjunction with such
3 device[.]” 18 U.S.C. § 1030(e)(1).

4 78. A “protected computer” is defined, in relevant part, as a computer
5 “which is used in or affecting interstate or foreign commerce or communication.” 18
6 U.S.C. § 1030(e)(2)(B).

7 79. “[E]xceeds authorized access” means “access[ing] a computer with
8 authorization and to use such access to obtain or alter information in the computer
9 that the accesser is not entitled to obtain or alter.” 18 U.S.C. § 1030(e)(6).

10 80. “Loss” means “any reasonable cost to any victim, including the cost of
11 responding to an offense, conducting a damage assessment, and restoring the data,
12 program, system or information to its condition prior to the offense, and any revenue
13 lost, cost incurred, or other consequential damages incurred because of interruption
14 of service.” 18 U.S.C. § 1030(e)(11).

15 81. Damage means “any impairment to the integrity or availability of data,
16 a program, a system, or information.” 18 U.S.C. § 1030(e)(8).

17 82. The term “person” means “any individual, firm, corporation,
18 educational institution, financial institution, governmental entity, or legal or other
19 entity.” 18 U.S.C. § 1030(e)(12). Plaintiff Iyengar is a “person” under the statute.

20 83. The Class Vehicles are “computers” under the CFAA by virtue of the
21 Class Vehicles containing Media Control Units (MCUs) which provide data
22 processing, GPS, and communication functions, amongst others, and serve as the
23 receiving end of the Hyundai Defendants’ software updates.

24 84. The Class Vehicles are also “protected computers” under the CFAA
25 because they are used in and affect interstate and foreign commerce and
26 communication, including through contact and communication with remote servers,
27 personal and business usages that affect interstate and foreign commerce, and
28 because the Class Vehicles are powered and maintained by computers which ensure

1 that the vehicles can operate and drive in furtherance of the stream of interstate and
2 foreign commerce.

3 85. The Hyundai Defendants perform software updates to the computers in
4 the Class Vehicles without informing Plaintiff and the putative Class members that
5 the updates contained code that would diminish performance and lower the charging
6 rate of the Class Vehicles. Plaintiff and the other putative Class members did not
7 consent to updates that would harm the performance of their charging devices, and
8 the Hyundai Defendants was not authorized to do so, as the Hyundai Defendants
9 failed to provide material information to Plaintiff and the putative Class members
10 regarding the updates.

11 86. The Hyundai Defendants violated 18 U.S.C. § 1030(a) by knowingly
12 causing the transmission of vehicle software updates to Plaintiff's and the putative
13 Class members' vehicles to access, collect, and transmit information to vehicles,
14 which are protected computers as defined above. By transmitting information and
15 software updates to the vehicles, the Hyundai Defendants intentionally caused
16 damage without authorization, or at the very least, exceeded the authorized access to
17 Plaintiff's and the other putative Class members' vehicles by impairing the ability of
18 the vehicles and the chargers to operate as warranted, represented, and advertised by
19 The Hyundai Defendants.

20 87. The Hyundai Defendants knowingly and intentionally exceeded its
21 authorized access to Plaintiff's and the other putative Class members' vehicles.
22 Plaintiff and the other putative Class members did not consent to the Hyundai
23 Defendants' manipulations with their vehicles' charging rate, nor did Plaintiff and
24 the other putative Class members consent to the Hyundai Defendants limiting the
25 maximum charge amps.

26 88. By exceeding their authorized access, Defendants obtained and altered
27 the information and function of the Class Vehicles, and failed to inform Plaintiff and
28 other owners of the Class Vehicles of the reduced charging capacity and software

1 limited charging capabilities. Defendants did so with an intent to defraud Plaintiff
2 and the other putative Class members and furthered the fraudulent intent to avoid its
3 duties and legal obligations to provide Plaintiff and the putative Class members with
4 battery replacements under warranty.

5 89. Defendants' acts have also caused actual monetary loss in terms of
6 wasted energy. The Charging Defects cost consumers energy (and therefore money)
7 when the Class Vehicles overheat.

8 90. As alleged above and herein, Defendants knowingly caused the
9 transmission of "a program, information, code, or command . . . to a protected
10 computer" and as a result of that conduct, intentionally caused damage to Plaintiff
11 and the putative Class. 18 U.S.C. § 1030(a)(5)(A).

12 91. Defendants' software updates caused damage and loss to Plaintiff and
13 other putative Class members, including a significant decrease in charging speed,
14 impairment of Plaintiff's and the other putative Class members' ability to use their
15 own property, forcing Plaintiff and the other putative Class members to expend time,
16 money, and labor in connection with their vehicles and to investigate and determine
17 what the right fix would be for the Class Vehicles. Defendants caused damages and
18 loss to Plaintiff and the putative Class members during a one-year period that exceeds
19 \$5,000 in value in the aggregate.

20 92. Unless Defendants are restrained and enjoined, they will continue to
21 commit such acts. Plaintiff's remedy at law is thus inadequate to compensate for these
22 intentionally inflicted and threatened injuries, therefore entitling Plaintiff and the
23 putative class to remedies including injunctive relief as provided for by § 1030(g).

24 93. Therefore, Plaintiff and the putative Class members are entitled to
25 obtain compensatory damages, injunctive relief, or other equitable relief as provided
26 under 18 U.S.C. § 1030(g).

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COUNT II

VIOLATION OF THE CALIFORNIA COMPUTER DATA ACCESS AND FRAUD ACT (CAL. PENAL CODE § 502, *ET SEQ.*)

94. Plaintiff Iyengar realleges and incorporates by reference all paragraphs as though fully set forth herein.

95. Plaintiff brings this count on his own behalf and on behalf of the Nationwide Classes. In the alternative, Plaintiff brings this count on his own behalf and on behalf of the State Sub-classes.

96. The California Computer Data Access and Fraud Act, California Penal Code § 502 (“CDAFA”), regulates “tampering, interference, damage, and unauthorized access to lawfully created computer data and computer systems.”

97. Pursuant to Cal. Penal Code § 502(b):

- a. “Access” means to gain entry to, instruct, or communicate with the logical, arithmetical, or memory function resources of a computer, computer system, or computer network.
- b. “Computer network” means any system that provides communications between one or more computer systems and input/output devices including, but not limited to, display terminals and printers connected by telecommunication facilities.
- c. “Computer program or software” means a set of instructions or statements, and related data that, when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.
- d. “Computer services” includes, but is not limited to, computer time, data processing, or storage functions, or

1 other uses of a computer, computer system, or computer
2 network.

3 98. Cal. Penal Code § 502 provides: “For purposes of bringing a civil or a
4 criminal action under this section, a person who causes, by any means, the access of
5 a computer, computer system, or computer network in one jurisdiction from another
6 jurisdiction is deemed to have personally accessed the computer, computer system,
7 or computer network in each jurisdiction.”

8 99. Cal. Penal Code § 502(e) provides a civil cause of action for
9 compensatory damages, injunctive relief, or other equitable relief, to “the owner or
10 lessee of the computer, computer system, computer network, computer program, or
11 data who suffers damage or loss by reason of a violation” of the CDAFA.

12 100. The Class Vehicles are part of a “computer system” and provide
13 “computer services” because the Class Vehicles contain Media Control Units
14 (MCUs), which provide data processing, GPS, the ability to send and receive
15 communications, and other functions, and serve as the receiving end of Defendants’
16 software updates.

17 101. A violation of section 502(c)(3) occurs when any person “[k]nowingly
18 and without permission uses or causes to be used computer services.”

19 102. A violation of section 502(c)(4) occurs when any person “[k]nowingly
20 accesses and without permission adds, alters, damages, deletes, or destroys any data,
21 computer software, or computer programs which reside or exist internal or external
22 to a computer, computer system, or computer network.”

23 103. A violation of section 502(c)(7) also occurs when any person
24 “[k]nowingly and without permission accesses or causes to be accessed any
25 computer, computer system, or computer network.”

26 104. Defendants have violated California Penal Code § 502 by knowingly
27 accessing, copying, using, making use of, interfering, and/or altering data belonging
28 to Plaintiff: (1) in and from the State of California; (2) in the home states of the

1 Plaintiff; and (3) in the state in which the servers that provided the communication
2 link between Plaintiff and the websites they interacted with were located.

3 105. Defendants have violated California Penal Code § 502 by knowingly
4 and intentionally causing the transmission of vehicle software updates to Plaintiff's
5 Class Vehicles, thereby intentionally causing damage without authorization, or, at
6 the very least, exceeding Defendants' authorization to access the Class Vehicles.

7 106. Defendants perform software updates to the computers in the Class
8 Vehicles without informing Plaintiff and the putative Class members that the updates
9 contained code that would diminish performance and lower the charging rate of the
10 Class Vehicles. Plaintiff and the other putative Class members did not consent to
11 updates that would harm the performance of their charging devices, and Defendants
12 were not authorized to do so, as they failed to provide material information to
13 Plaintiff and the putative Class members regarding the updates.

14 107. Defendants knowingly and intentionally exceeded its authorized access
15 to the Class Vehicles. Plaintiff and other putative Class members did not consent to
16 Defendants' manipulation of the software controlling the batteries and charging
17 speed of the Class Vehicles, nor did Plaintiff consent to Defendants lowering the
18 batteries' performance capacity.

19 108. By exceeding its authorized access, Defendants obtained and altered the
20 information and function of the Class Vehicles, and failed to inform Plaintiff and
21 other owners of the Class Vehicles of the reduced charging capacity and software
22 limited charging capabilities. Defendants did so with an intent to defraud Plaintiff
23 and the other putative Class members and furthered the fraudulent intent to avoid its
24 duties and legal obligations to provide Plaintiff and the putative Class members with
25 battery replacements under warranty.

26 109. Defendants' software updates caused damage and loss to Plaintiff and
27 other putative Class members, including a decrease to the charging rate, damage to
28 the components, and wasted energy. The Hyundai Defendants have impaired

1 Plaintiff's and the other class members' ability to use their own property, forcing
2 Plaintiff and other putative Class members to expend time, money, and labor in
3 connection with their vehicles and to investigate and determine what the right fix
4 would be for the Class Vehicles.

5 110. As a direct and proximate result of Defendant's unlawful conduct within
6 the meaning of California Penal Code § 502, Defendants have caused loss to Plaintiff
7 in an amount to be proven at trial, including (a) decrease in the value of the vehicle;
8 (b) damage to the components of the vehicle; and (c) excess funds spent on wasted
9 energy. Pursuant to Cal. Penal Code § 502(e)(1), Plaintiff seeks injunctive relief and
10 compensatory damages. Plaintiff is also entitled to recover his reasonable attorneys'
11 fees pursuant to California Penal Code § 502(e)(2).

12 111. Plaintiff and Class members are entitled to punitive or exemplary
13 damages pursuant to Cal. Penal Code § 502(e)(4) because Defendants' violations
14 were willful and, upon information and belief, Defendants are guilty of oppression,
15 fraud, or malice as defined in Cal. Civil Code § 3294(c).

16 **COUNT III**

17 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**
18 **(CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*)**

19 112. Plaintiff Iyengar incorporate by reference all paragraphs as though fully
20 set forth herein.

21 113. Plaintiff brings this count on his own behalf and on behalf of the
22 Nationwide Classes. In the alternative, Plaintiff brings this count on his own behalf
23 and on behalf of the State Sub-Classes.

24 114. California's Unfair Competition Law (UCL), Cal. Bus. & Prof. Code
25 § 17200 *et seq.*, proscribes acts of unfair competition, including "any unlawful, unfair
26 or fraudulent business act or practice and unfair, deceptive, untrue or misleading
27 advertising."
28

1 115. Defendants have engaged in unlawful conduct in violation of the CFAA,
2 the CDAFA, and trespass to chattels under California common law by knowingly
3 and intentionally causing the transmission of vehicle software updates to Plaintiff's
4 Class Vehicles, thereby intentionally causing damage without authorization, or, at
5 the very least, exceeding Defendants' authorization to access the Class Vehicles.

6 116. Defendants knowingly and intentionally exceeded its authorized access
7 to the Class Vehicles. Plaintiff and other putative Class members did not consent to
8 Defendants' manipulation of the software controlling the batteries in the Class
9 Vehicles, including consenting to updates that would harm the charging rates and
10 performance of their vehicles.

11 117. Defendants' software updates caused damage and loss to Plaintiff and
12 other putative Class members, including a significant increase in charging time,
13 impairment of Plaintiff's and the other class members' ability to use their own
14 property, forcing Plaintiff and other putative Class members to expend time, money,
15 and labor in connection with their vehicles and to investigate and determine what the
16 right fix would be for the Class Vehicles.

17 118. Plaintiff and the putative Class members seek to enjoin Defendants'
18 unlawful and unfair acts pursuant to Cal. Bus. & Prof. Code § 17200 *et seq.*

19 119. Plaintiff and the putative Class also seek attorneys' fees and any other
20 just and proper relief available.

21 **COUNT IV**

22 **TRESPASS TO CHATTEL**

23 120. Plaintiff Iyengar incorporates by reference all paragraphs as though
24 fully set forth herein.

25 121. Plaintiff brings this count on his own behalf and on behalf of the
26 Nationwide Classes. In the alternative, Plaintiff brings this count on his own behalf
27 and on behalf of the State Sub-Classes.
28

1 122. It is a violation of California’s common law prohibition of trespass to
2 chattels if a “(1) defendant intentionally and without authorization interfered with
3 plaintiff’s possessory interest in the computer system; and (2) defendant’s
4 unauthorized use proximately resulted in damage.”¹⁰ “Damage” includes when the
5 trespass impaired the condition, quality, usefulness, or value of the personal property.

6 123. Defendants impaired the condition, quality, usefulness, and value of the
7 Class Vehicles, without Plaintiff’s or Class members’ knowledge or consent. These
8 acts constitute an intentional interference with the use and enjoyment of the vehicles.

9 124. Defendants acted intentionally because it deliberately pushed out
10 software updates for the Class Vehicles that increased the charging time for the
11 vehicles. At no point did Plaintiff and putative Class members agree to software
12 updates that would diminish the charging performance of their vehicles and the
13 batteries.

14 125. Defendants engaged in deception in order to gain access to the vehicles
15 and install new computer software updates. Through their own pre-update testing,
16 Defendants must have known about the harmful effects of the software update on the
17 Class Vehicles, including their battery charging time. Defendants deliberately held
18 this information from the TSB on the software update. Nor did Defendants advise
19 customers of the harmful effects of the software updates.

20 126. Plaintiff and putative Class members suffered actual damages as a result
21 of Defendants’ actions in an amount to be determined at trial.

22 127. Plaintiff and the Class also seek punitive damages because Defendant
23 engaged in aggravated and outrageous conduct with an evil mind. Indeed, Defendant
24 carried out despicable conduct with willful and conscious disregard of the rights of
25 others. Defendant’s unlawful conduct constitutes malice, oppression, and fraud
26 warranting punitive damages.

27
28 ¹⁰ *In re Apple Inc. Device Perf. Litig.*, 347 F. Supp. 3d 434, 455 (N.D. Cal. 2018).

1 **B. Claims Brought on Behalf of the New York Class.**

2 **COUNT I**

3 **VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349**
4 **(N.Y. GEN. BUS. LAW § 349)**

5 128. Plaintiff David Gould (for purposes of all New York Class Counts)
6 incorporate by reference all paragraphs as though fully set forth herein.

7 129. Plaintiff brings this Count on behalf of the New York Class members.

8 130. Plaintiff is a “person” within the meaning of New York General
9 Business Law (“New York GBL”). N.Y. Gen. Bus. Law § 349(h).

10 131. The Hyundai Defendants are a “person,” “firm,” “corporation,” or
11 “association” within the meaning of N.Y. Gen. Bus. Law § 349.

12 132. New York’s General Business Law § 349 makes unlawful “[d]eceptive
13 acts or practices in the conduct of any business, trade or commerce.” N.Y. Gen. Bus.
14 Law § 349. Defendants’ conduct, as described in this Complaint, constitutes
15 “deceptive acts or practices” within the meaning of the New York GBL. All of
16 Defendants’ deceptive acts and practices, which were intended to mislead consumers
17 in a material way in the process of purchasing or leasing Class Vehicles, constitute
18 conduct directed at consumers and “consumer-oriented.” Further, Plaintiffs and other
19 Class members suffered injury as a result of the deceptive acts or practice.

20 133. Defendants’ actions, as set forth above, occurred in the conduct of
21 business, trade or commerce.

22 134. In the course of Defendants’ business, Defendants willfully failed to
23 disclose and systematically and actively concealed the Charging Defects. Particularly
24 in light of Defendants’ national advertising campaign, a reasonable American
25 consumer would expect the Class Vehicles to fully charge within seven hours, and
26 would further expect that they would not need to monitor the charging to unplug and
27 replug the charger when it overheated. Accordingly, Defendants engaged in unlawful
28 trade practices by employing deception, deceptive acts or practices, fraud,

1 misrepresentations, or concealment, suppression, or omission of any material fact
2 with intent that others rely upon such concealment, suppression, or omission, in
3 connection with the sale of the Class Vehicles.

4 135. In purchasing or leasing the Class Vehicles, Plaintiffs and the other
5 Class members were deceived by Defendants' failure to disclose the Charging
6 Defects and by Defendants' affirmative misrepresentations about the charging time.
7 Plaintiffs and Class members reasonably relied upon Defendants' false
8 misrepresentations, and had no way of knowing that Defendants' representations
9 were false and gravely misleading. As alleged herein, Defendants engaged in
10 extremely sophisticated methods of deception.

11 136. Defendants' unfair or deceptive acts or practices, fraud,
12 misrepresentations, suppression and omission of material facts were likely to and did
13 in fact deceive reasonable consumers.

14 137. Defendants intentionally and knowingly misrepresented material facts
15 regarding the Class Vehicles with intent to mislead Plaintiffs and the Class.

16 138. Defendants knew or should have known that its conduct violated the
17 New York GBL.

18 139. Defendants owed Plaintiffs and the Class a duty to disclose the truth
19 about the Charging Defects because Defendants:

- 20 a. Possessed exclusive knowledge of the design of the Class
21 Vehicles and how the charging system worked in the
22 Vehicles;
- 23 b. Intentionally concealed the foregoing from Plaintiffs and
24 the Class; and/or
- 25 c. Made incomplete representations regarding the charging
26 time and charging capability of the Class Vehicles.

27 140. Due to Defendants' specific and superior knowledge of the Charging
28 Defects, their false representations regarding the increased durability of the Class

1 Vehicles, and Plaintiffs' and other Class members' reliance on these material
2 representations, Defendants had a duty to disclose the existence of the Charging
3 Defects, and the limitations of the charging system, to Plaintiffs and other Class
4 members. Having volunteered to provide information to Plaintiffs and Class
5 members, Defendants had a duty to disclose not just the partial truth, but the entire
6 truth. These omitted and concealed facts were material because they directly impact
7 the value of the Class Vehicles purchased or leased by Plaintiffs and Class members.
8 Charging time (and having the charge be uninterrupted by overheating and
9 shutdowns) are material concerns to consumers. Defendants represented to Plaintiffs
10 and other Class members that they would be able to charge in seven hours with a
11 Level 2 charger, when in fact it will take much longer due to the Charging Defects.

12 141. Plaintiffs and the other Class members were injured and suffered
13 ascertainable loss, injury in fact, and/or actual damage as a proximate result of
14 Defendants' conduct in that Plaintiffs and the other Class members overpaid for their
15 Class Vehicles and did not receive the benefit of their bargain, and their Class
16 Vehicles have suffered a diminution in value. They also incurred additional energy
17 costs due to the overheating. These injuries are the direct and natural consequence
18 of Defendants' misrepresentations, fraud, deceptive practices, and omissions.

19 142. Defendants' violations present a continuing risk to Plaintiffs as well as
20 to the general public. Defendants' unlawful and deceptive acts and practices
21 complained of herein impact the public interest. Specifically: (1) the number of
22 consumers affected by Defendants' deceptive practices are in the tens of thousands
23 nation-wide; (2) Defendants has significantly high sophistication and bargaining
24 power with respect to the manufacture and sale of the Class Vehicles to Plaintiffs and
25 individual Class members; and (3) so long as the Class Vehicles continue to be sold
26 with the Charging Defects, the likelihood of continued impact on other consumers is
27 significant.

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1 143. Pursuant to N.Y. Gen. Bus. Law § 349(h), Plaintiffs and each Class
2 member seek actual damages or \$50, whichever is greater, in addition to discretionary
3 three times actual damages up to \$1,000 for Defendant’s willful and knowing
4 violation of N.Y. Gen. Bus. Law § 349. Plaintiffs and New York Class members also
5 seek attorneys’ fees, an order enjoining Defendants’ deceptive conduct, and any other
6 just and proper relief available under the New York GBL.

7 **COUNT II**

8 **VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 350**
9 **(N.Y. GEN. BUS. LAW § 350)**

10 144. Plaintiff incorporates by reference all paragraphs as though fully set
11 forth herein.

12 145. Plaintiff brings this Count on behalf of the New York Class members.

13 146. New York’s General Business Law § 350 makes unlawful “[f]alse
14 advertising in the conduct of any business, trade or commerce[.]” False advertising
15 includes “advertising, including labeling, of a commodity . . . if such advertising is
16 misleading in a material respect,” taking into account “the extent to which the
17 advertising fails to reveal facts material in the light of . . . representations [made] with
18 respect to the commodity.” N.Y. Gen. Bus. Law § 350-a.

19 147. Defendants caused to be made or disseminated throughout New York,
20 through advertising, marketing, and other publications, representations that were
21 untrue or misleading, and which were known, or which by the exercise of reasonable
22 care should have been known to Defendants, to be untrue and misleading to
23 consumers, including Plaintiffs and the other Class members.

24 148. Defendants have violated N.Y. Gen. Bus. Law § 350 because of the
25 misrepresentations and omissions alleged herein, including, but not limited to,
26 Defendants’ failure to disclose the Defect 1 and the failure to disclose Defect 2 – that
27 a subsequent update would dramatically increase the charging time of the vehicles.
28

1 149. In purchasing or leasing the Class Vehicles, Plaintiffs and the other
2 Class members were deceived by Defendants' failure to disclose the Charging
3 Defects and by Defendants' affirmative misrepresentations about the charging time.
4 Plaintiffs and Class members reasonably relied upon Defendants' false
5 misrepresentations, and had no way of knowing that Defendants' representations
6 were false and gravely misleading. As alleged herein, Defendants engaged in
7 extremely sophisticated methods of deception.

8 150. Defendants' unfair or deceptive acts or practices, fraud,
9 misrepresentations, suppression and omission of material facts were likely to and did
10 in fact deceive reasonable consumers.

11 151. Defendants intentionally and knowingly misrepresented material facts
12 regarding the Class Vehicles with intent to mislead Plaintiffs and the Class.

13 152. Defendants knew or should have known that its conduct violated the
14 New York GBL.

15 153. Defendants owed Plaintiffs and the Class a duty to disclose the truth
16 about the Charging Defects because Defendants:

- 17 a. Possessed exclusive knowledge of the design of the Class
18 Vehicles and how the charging system worked in the
19 Vehicles;
- 20 b. Intentionally concealed the foregoing from Plaintiffs and
21 the Class; and/or
- 22 c. Made incomplete representations regarding the charging
23 time and charging capability of the Class Vehicles.

24 154. Due to Defendants' specific and superior knowledge of the Charging
25 Defects, their false representations regarding the increased durability of the Class
26 Vehicles, and Plaintiffs' and other Class members' reliance on these material
27 representations, Defendants had a duty to disclose the existence of the Charging
28 Defects, and the limitations of the charging system, to Plaintiffs and other Class

1 members. Having volunteered to provide information to Plaintiffs and Class
2 members, Defendants had a duty to disclose not just the partial truth, but the entire
3 truth. These omitted and concealed facts were material because they directly impact
4 the value of the Class Vehicles purchased or leased by Plaintiffs and Class members.
5 Charging time (and having the charge be uninterrupted by overheating and
6 shutdowns) are material concerns to consumers. Defendants represented to Plaintiffs
7 and other Class members that they would be able to charge in seven hours with a
8 Level 2 charger, when in fact it will take much longer due to the Charging Defects.

9 155. Plaintiffs and the other Class members were injured and suffered
10 ascertainable loss, injury in fact, and/or actual damage as a proximate result of
11 Defendants' conduct in that Plaintiffs and the other Class members overpaid for their
12 Class Vehicles and did not receive the benefit of their bargain, and their Class
13 Vehicles have suffered a diminution in value. They also incurred additional energy
14 costs due to the overheating. These injuries are the direct and natural consequence
15 of Defendants' misrepresentations, fraud, deceptive practices, and omissions.

16 156. Defendants' violations present a continuing risk to Plaintiffs as well as
17 to the general public. Defendants' unlawful and deceptive acts and practices
18 complained of herein impact the public interest. Specifically: (1) the number of
19 consumers affected by Defendants' deceptive practices are in the tens of thousands
20 nation-wide; (2) Defendants has significantly high sophistication and bargaining
21 power with respect to the manufacture and sale of the Class Vehicles to Plaintiffs and
22 individual Class members; and (3) so long as the Class Vehicles continue to be sold
23 with the Charging Defects, the likelihood of continued impact on other consumers is
24 significant.

25 157. Plaintiffs and the other Class members are entitled to recover their actual
26 damages or \$500, whichever is greater. Because Defendants acted willfully or
27 knowingly, Plaintiffs and the other Class members are entitled to recover three times
28 actual damages, up to \$10,000.

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COUNT III

UNJUST ENRICHMENT

158. Plaintiff incorporates by reference all paragraphs as though fully set forth herein.

159. Plaintiff brings this Count on behalf of the New York Class members.

160. This claim is pleaded in the alternative to any contract-based claims brought on behalf of Plaintiff.

161. Defendants have received and retained a benefit from Plaintiff, and inequity has resulted.

162. Defendants have benefitted from selling and leasing the Class Vehicles for more than they were worth as a result of Defendants’ conduct, at a profit, and Plaintiff has overpaid for the Class Vehicles and been forced to pay other costs.

163. Thus, Plaintiffs conferred a benefit on Defendants.

164. It is against equity and good conscience for Defendants to retain these benefits.

165. Plaintiff was not aware of the true facts about his Class Vehicle, and did not benefit from Defendants’ conduct.

166. Defendants knowingly accepted the benefits of its unjust conduct.

167. As a result of Defendants’ conduct, the amount of its unjust enrichment should be determined to be an amount according to proof.

C. Claims Brought on Behalf of the Georgia Class.

COUNT I

**VIOLATION OF GEORGIA’S FAIR BUSINESS PRACTICES ACT
(GA. CODE ANN. § 10-1-390 ET SEQ.)**

168. Plaintiff Kaushik Iyengar (for purposes of all Georgia Counts) hereby incorporates all paragraphs as though set forth herein.

169. The Georgia Fair Business Practices Act (“Georgia FBPA”) declares “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and

1 consumer acts or practices in trade or commerce” to be unlawful, Ga. Code. Ann.
2 § 10-1-393(a), including, but not limited to, “representing that goods or services have
3 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that
4 they do not have,” “[r]epresenting that goods or services are of a particular standard,
5 quality, or grade . . . if they are of another,” and “[a]dvertising goods or services with
6 intent not to sell them as advertised.” Ga. Code. Ann. § 10-1-393(b).

7 170. Plaintiff and Georgia Class members are “consumers” within the
8 meaning of Ga. Code Ann. § 10-1-393(b).

9 171. At all relevant times, Defendants have engaged in “trade or commerce”
10 within the meaning of Ga. Code Ann. § 10-1-393(b).

11 172. Defendants have participated in unfair and deceptive trade practices that
12 violated the Georgia FBPA as described herein. In the course of Defendants’
13 business, Defendants willfully failed to disclose and systematically and actively
14 concealed the Charging Defects. Particularly in light of Defendants’ national
15 advertising campaign, a reasonable American consumer would expect the Class
16 Vehicles to fully charge within seven hours, and would further expect that they would
17 not need to monitor the charging to unplug and replug the charger when it overheated.
18 Accordingly, Defendants engaged in unlawful trade practices by employing
19 deception, deceptive acts or practices, fraud, misrepresentations, or concealment,
20 suppression, or omission of any material fact with intent that others rely upon such
21 concealment, suppression, or omission, in connection with the sale of the Class
22 Vehicles.

23 173. In purchasing or leasing the Class Vehicles, Plaintiffs and the other
24 Class members were deceived by Defendants’ failure to disclose the Charging
25 Defects and by Defendants’ affirmative misrepresentations about the charging time.
26 Plaintiffs and Class members reasonably relied upon Defendants’ false
27 misrepresentations, and had no way of knowing that Defendants’ representations
28

1 were false and gravely misleading. As alleged herein, Defendants engaged in
2 extremely sophisticated methods of deception.

3 174. Defendants' unfair or deceptive acts or practices, fraud,
4 misrepresentations, suppression and omission of material facts were likely to and did
5 in fact deceive reasonable consumers.

6 175. Defendants intentionally and knowingly misrepresented material facts
7 regarding the Class Vehicles with intent to mislead Plaintiffs and the Class.

8 176. Defendants knew or should have known that its conduct violated the
9 Georgia FBPA.

10 177. Defendants owed Plaintiffs and the Class a duty to disclose the truth
11 about the Charging Defects because Defendants:

- 12 a. Possessed exclusive knowledge of the design of the Class
13 Vehicles and how the charging system worked in the
14 Vehicles;
- 15 b. Intentionally concealed the foregoing from Plaintiffs and
16 the Class; and/or
- 17 c. Made incomplete representations regarding the charging
18 time and charging capability of the Class Vehicles.

19 178. Due to Defendants' specific and superior knowledge of the Charging
20 Defects, their false representations regarding the Class Vehicles' charging systems,
21 and Plaintiffs' and other Class members' reliance on these material representations,
22 Defendants had a duty to disclose the existence of the Charging Defects, and the
23 limitations of the charging system, to Plaintiffs and other Class members. Having
24 volunteered to provide information to Plaintiffs and Class members, Defendants had
25 a duty to disclose not just the partial truth, but the entire truth. These omitted and
26 concealed facts were material because they directly impact the value of the Class
27 Vehicles purchased or leased by Plaintiffs and Class members. Charging time (and
28 having the charge be uninterrupted by overheating and shutdowns) are material

1 concerns to consumers. Defendants represented to Plaintiffs and other Class members
2 that they would be able to charge in seven hours with a Level 2 charger, when in fact
3 it will take much longer due to the Charging Defects.

4 179. Plaintiffs and the other Class members were injured and suffered
5 ascertainable loss, injury in fact, and/or actual damage as a proximate result of
6 Defendants' conduct in that Plaintiffs and the other Class members overpaid for their
7 Class Vehicles and did not receive the benefit of their bargain, and their Class
8 Vehicles have suffered a diminution in value. They also incurred additional energy
9 costs due to the overheating. These injuries are the direct and natural consequence
10 of Defendants' misrepresentations, fraud, deceptive practices, and omissions.

11 180. Defendants' violations present a continuing risk to Plaintiffs as well as
12 to the general public. Defendants' unlawful and deceptive acts and practices
13 complained of herein impact the public interest. Specifically: (1) the number of
14 consumers affected by Defendants' deceptive practices are in the tens of thousands
15 nation-wide; (2) Defendants has significantly high sophistication and bargaining
16 power with respect to the manufacture and sale of the Class Vehicles to Plaintiffs and
17 individual Class members; and (3) so long as the Class Vehicles continue to be sold
18 with the Charging Defects, the likelihood of continued impact on other consumers is
19 significant.

20 181. On July 25, 2023, Plaintiff's counsel, on behalf of Plaintiff, sent a letter
21 to Defendants with notice of its allegations regarding Defendants' violations of the
22 Georgia FBPA relating to the Class Vehicles and the Georgia Class Members'
23 demand that Defendants correct or agree to correct the actions described therein, in
24 accordance with Ga. Code Ann. § 10-1-399(b). If Defendants have failed to do so
25 within the statutory prescribed time period, Plaintiffs, through counsel, will amend
26 the complaint to allege compensatory and monetary damages to which Plaintiff and
27 Georgia Class Members are entitled.

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COUNT II

**VIOLATION OF THE GEORGIA UNIFORM
DECEPTIVE TRADE PRACTICES ACT
(GA. CODE ANN. § 10-1-370 ET SEQ.)**

182. Plaintiff hereby incorporates all paragraphs as though fully set forth herein.

183. This claim is brought on behalf of the Georgia Class members.

184. Georgia’s Uniform Deceptive Trade Practices Act (Georgia UDTPA) prohibits “deceptive trade practices,” which include “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have”; “[r]epresenting that goods or services are of a particular standard, quality, or grade . . . if they are of another”; and “[a]dvertising goods or services with intent not to sell them as advertised.” Ga. Code Ann. § 10-1-393(b).

185. Defendants, Plaintiff, and Georgia Class members are “persons” within the meaning of Ga. Code Ann. § 10-1-371(5).

186. Plaintiffs seek an order enjoining Defendants’ unfair, unlawful, and/or deceptive practices, attorneys’ fees, and any other just and proper relief available under Ga. Code Ann. § 10-1-373.

COUNT III

UNJUST ENRICHMENT

187. Plaintiff incorporates by reference all paragraphs as though fully set forth herein.

188. Plaintiff brings this Count on behalf of the Georgia Class members.

189. This claim is pleaded in the alternative to any contract-based claims brought on behalf of Plaintiffs.

190. Defendants have received and retained a benefit from Plaintiff and inequity has resulted.

1 191. Defendants have benefitted from selling and leasing the Class Vehicles
2 for more than they are worth as a result of Defendants’ conduct, at a profit, and
3 Plaintiff has overpaid for the Class Vehicles and been forced to pay other costs.

4 192. Thus, all Plaintiffs conferred a benefit on Defendants.

5 193. It is inequitable for Defendants to retain these benefits.

6 194. Plaintiff was not aware of the true facts about the Class Vehicles and did
7 not benefit from Defendants’ conduct.

8 195. Defendants knowingly accepted the benefits of their unjust enrichment.

9 196. As a result of Defendants’ conduct, the amount of its unjust enrichment
10 should be determined in an amount according to proof.

11 **D. Claims Brought on Behalf of the Florida Class.**

12 **COUNT I**

13 **VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE**
14 **PRACTICES ACT (“FDUTPA”),**
15 **(FLA. STAT. ANN. § 501.201, ET SEQ.)**

16 197. Plaintiff John Nixon incorporates all Paragraphs as though fully set forth
17 herein.

18 198. Plaintiff and other Class Members who purchased their vehicles new are
19 “consumers” within the meaning of the Florida Deceptive and Unfair Trade Practices
20 Act, Fla. Stat. Ann. § 501.203(7).

21 199. Defendants engaged in “trade or commerce” within the meaning of Fla.
22 Stat. Ann. § 501.203(8).

23 200. The FDUTPA prohibits “[u]nfair methods of competition,
24 unconscionable acts or practices, and unfair or deceptive acts or practices in the
25 conduct of any trade or commerce.” Fla. Stat. Ann. § 501.204(1).

26 201. In the course of Defendants’ business, Defendants willfully failed to
27 disclose and systematically and actively concealed the Charging Defects. Particularly
28 in light of Defendants’ national advertising campaign, a reasonable American

1 consumer would expect the Class Vehicles to fully charge within seven hours, and
2 would further expect that they would not need to monitor the charging to unplug and
3 replug the charger when it overheated. Accordingly, Defendants engaged in unlawful
4 trade practices by employing deception, deceptive acts or practices, fraud,
5 misrepresentations, or concealment, suppression, or omission of any material fact
6 with intent that others rely upon such concealment, suppression, or omission, in
7 connection with the sale of the Class Vehicles.

8 202. In purchasing or leasing the Class Vehicles, Plaintiffs and the other
9 Class members were deceived by Defendants' failure to disclose the Charging
10 Defects and by Defendants' affirmative misrepresentations about the charging time.
11 Plaintiffs and Class members reasonably relied upon Defendants' false
12 misrepresentations, and had no way of knowing that Defendants' representations
13 were false and gravely misleading. As alleged herein, Defendants engaged in
14 extremely sophisticated methods of deception.

15 203. Defendants' unfair or deceptive acts or practices, fraud,
16 misrepresentations, suppression and omission of material facts were likely to and did
17 in fact deceive reasonable consumers.

18 204. Defendants intentionally and knowingly misrepresented material facts
19 regarding the Class Vehicles with intent to mislead Plaintiffs and the Class.

20 205. Defendants knew or should have known that its conduct violated the
21 FDUTPA.

22 206. Defendants owed Plaintiffs and the Class a duty to disclose the truth
23 about the Charging Defects because Defendants:

- 24 a. Possessed exclusive knowledge of the design of the Class
25 Vehicles and how the charging system worked in the
26 Vehicles;
- 27 b. Intentionally concealed the foregoing from Plaintiffs and
28 the Class; and/or

1 c. Made incomplete representations regarding the charging
2 time and charging capability of the Class Vehicles.

3 207. Due to Defendants' specific and superior knowledge of the Charging
4 Defects, their false representations regarding the increased durability of the Class
5 Vehicles, and Plaintiffs' and other Class members' reliance on these material
6 representations, Defendants had a duty to disclose the existence of the Charging
7 Defects, and the limitations of the charging system, to Plaintiffs and other Class
8 members. Having volunteered to provide information to Plaintiffs and Class
9 members, Defendants had a duty to disclose not just the partial truth, but the entire
10 truth. These omitted and concealed facts were material because they directly impact
11 the value of the Class Vehicles purchased or leased by Plaintiffs and Class members.
12 Charging time (and having the charge be uninterrupted by overheating and
13 shutdowns) are material concerns to consumers. Defendants represented to Plaintiffs
14 and other Class members that they would be able to charge in seven hours with a
15 Level 2 charger, when in fact it will take much longer due to the Charging Defects.

16 208. Plaintiffs and the other Class members were injured and suffered
17 ascertainable loss, injury in fact, and/or actual damage as a proximate result of
18 Defendants' conduct in that Plaintiffs and the other Class members overpaid for their
19 Class Vehicles and did not receive the benefit of their bargain, and their Class
20 Vehicles have suffered a diminution in value. They also incurred additional energy
21 costs due to the overheating. These injuries are the direct and natural consequence
22 of Defendants' misrepresentations, fraud, deceptive practices, and omissions.

23 Defendant's violations present a continuing risk to Plaintiffs as well as to the general
24 public. Defendant's unlawful acts and practices complained of herein affect the
25 public interest. Specifically: (1) the number of consumers affected by Defendants'
26 deceptive practices are in the tens of thousands nation-wide; (2) Defendants has
27 significantly high sophistication and bargaining power with respect to the
28 manufacture and sale of the Class Vehicles to Plaintiffs and individual Class

1 members; and (3) so long as the Class Vehicles continue to be sold with the Charging
2 Defects, the likelihood of continued impact on other consumers is significant.

3 209. Accordingly, Defendants are liable to Plaintiffs and the other Class
4 Members for damages in an amount to be proven at trial.

5 **COUNT II**

6 **UNJUST ENRICHMENT**

7 210. Plaintiff incorporates all paragraphs as though fully set forth herein.

8 211. Plaintiffs bring this Count individually and on behalf of the Class
9 against Defendants.

10 212. This claim is pleaded in the alternative to any contract-based claims
11 brought on behalf of Plaintiff.

12 213. Defendants have received and retained a benefit from Plaintiff, and
13 inequity has resulted.

14 214. Defendants have benefitted from selling and leasing the Class Vehicles
15 for more than they were worth as a result of Defendants' conduct, at a profit, and
16 Plaintiff has overpaid for the Class Vehicles and been forced to pay other costs.

17 215. Thus, Plaintiffs conferred a benefit on Defendants.

18 216. It is against equity and good conscience for Defendants to retain these
19 benefits.

20 217. Plaintiff was not aware of the true facts about his Class Vehicle, and did
21 not benefit from Defendants' conduct.

22 218. Defendants knowingly accepted the benefits of its unjust conduct.

23 219. As a result of Defendants' conduct, the amount of its unjust enrichment
24 should be determined to be an amount according to proof.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs, individually and on behalf of members of the
27 putative Class, respectfully request that this Court enter judgment in their favor and
28 against the Hyundai Defendants as follows:

1 A. Certification of the proposed Class and Sub-Classes, including
2 appointment of Plaintiffs' counsel as Class Counsel;

3 B. An order temporarily and permanently enjoining Defendants from
4 continuing unlawful, deceptive, fraudulent, and unfair business practices alleged in
5 this Complaint;

6 C. Injunctive relief in the form of an adequate recall, free replacement, or
7 vehicle buy-back program;

8 D. An order establishing Defendants as a constructive trustee over profits
9 wrongfully obtained, plus interest;

10 E. Costs, restitution, damages, including punitive damages, exemplary
11 damages and treble damages, and disgorgement in an amount to be determined at
12 trial;

13 F. An order requiring Defendants to pay both pre- and post-judgment
14 interest on any amounts awarded;

15 G. An award of costs and attorney's fees; and

16 H. Such other or further relief as may be appropriate.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiffs hereby demand a jury trial for all claims so triable.

19
20 DATED: July 26, 2023

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Classes*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Says Charging Capabilities of Certain Hyundai, Kia, Genesis Electric Vehicles Significantly Reduced by Defect](#)
