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17 Attorneys for Plaintiffs

18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 HELEN LEDEZMA, CLIFFORD
21 LEONE, DANIEL TOYE, JEFFREY
22 WEISBROT, individually and on
23 behalf of all other similarly situated,

24 Plaintiffs,

25 v.

26 HYUNDAI MOTOR AMERICA, a
27 California corporation and HYUNDAI
28 MOTOR COMPANY, a South Korean
Corporation,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiffs Helen Ledezma, Clifford Leone, Daniel Towe, and Jeffrey
2 Weisbrot, individually and on behalf of other members of the below-defined
3 classes, bring this action against Defendants Hyundai Motor America and Hyundai
4 Motor Company (together, “Defendants” or “Hyundai”), by and through their
5 attorneys, and allege upon personal knowledge as to themselves and their own acts,
6 and as to all other matters upon information and belief, based upon the
7 investigation of the undersigned attorneys, as follows:

8 **INTRODUCTION**

9 1. This is a class action lawsuit brought on behalf of current and former
10 owners and lessees of Hyundai vehicles outfitted with a Direct Driver Monitoring
11 System (“DDMS”), including 2024-2026 Hyundai Santa Fe vehicles, 2025-2026
12 Hyundai Ioniq 5 vehicles, 2025-2026 Hyundai Tucson vehicles, 2025-2026
13 Hyundai Santa Cruz vehicles, and 2026 Hyundai Palisade vehicles (the “Class
14 Vehicles”).

15 2. Each of the Class Vehicles is equipped with a Forward Attention
16 Warning (“FAW”) system, a safety feature, that is designed to alert the driver when
17 the driver is exhibiting distracted driving. The FAW system monitors the driver’s
18 attention through the DDMS, which uses an in-cabin infrared camera that is
19 mounted in the middle of the dashboard, facing the driver. When working
20 properly, the in-cabin camera watches the driver’s eyes, face, and head position in
21 real time, checking to see if the driver looks away from the road for too long. If
22 the DDMS determines that the driver is distracted, the vehicle sounds an audible
23 alarm with rapid beeping and flashes a visual warning on the dashboard.

24 3. The FAW and DDMS also integrate with the Class Vehicles’ cruise
25 control. If the driver is using cruise control and the DDMS determines, through
26 the in-cabin camera, that the driver is distracted, it will repeatedly sound the FAW
27 alarm and dashboard warning. If the DDMS determines that the driver’s attention
28 is continuously distracted while using cruise control, the vehicle will disable cruise

1 control and implement Emergency Stop, implementing the brakes and bringing the
2 vehicle to a full stop. Cruise control cannot be used without the FAW activated.

3 4. The FAW and DDMS are intended to make the Class Vehicles safer.
4 However, the DDMS in-cabin camera in the Class Vehicles is defective. It
5 routinely malfunctions, misreading the driver's eyes and head position, resulting
6 in false, repeated and distracting warnings, sudden braking, and loss of use of
7 cruise control and other features (the "Defect"). The false audible and visual
8 warnings and sudden braking are so frequent and distracting that they make the
9 vehicle unsafe and make focusing on the road more challenging, the exact opposite
10 of what the FAW/DDMS is supposed to do.

11 5. The Defect occurs because the in-cabin infrared camera routinely
12 detects "distracted" driving during normal and safe driving conditions when the
13 driver is looking at the road and not distracted. For example, the DDMS reports
14 distracted driving due to the driver wearing sunglasses, prescription eyeglasses, or
15 a hat, making slight movements of the head, sitting lower or higher in the seat due
16 to height, positioning their hands in varying places on the steering wheel, squinting
17 their eyes, and even sun glare coming into the vehicle. The DDMS also triggers
18 repeated and distracting warnings based on the infrared camera for no apparent
19 reason, making it impossible to drive the Class Vehicles without warnings going
20 off. Drivers report that these false warnings occur daily and up to every couple of
21 minutes while driving.

22 6. Hyundai has been aware of the Defect but has offered no fix. In
23 January 2025, Hyundai issued a Technical Service Bulletin ("TSB") to its
24 authorized service centers acknowledging the problem with the DDMS infrared
25 camera.¹ However, Hyundai's solution was that drivers need to wear different
26

27 ¹ **Exhibit A** (Hyundai technical Service Bulletin 25-GI-001H (January
28 2025)).

1 sunglasses or glasses, adjust their seats, and “look at the road.”²

2 7. The Defect can be summed up by the following complaint submitted
3 to the National Highway Traffic Safety Administration (“NHTSA”) by the owner
4 of a 2026 Hyundai Santa Fe:

5 This issue warrants immediate consideration for a recall. Despite
6 wearing glasses, sunglasses, or no glasses, the problem persists. I
7 occasional do remove my glasses while driving, and the warning
8 continues to sound. This occurs regardless of the time of day, weather
9 conditions, or whether I am sitting upright or reclining. The warning
10 randomly activates and deactivates, sometimes without any
11 intervention. Occasionally, I simply allow the warning to sound
12 without taking any action, and it remains active for a few seconds or
13 until it triggers a warning that the system will be turned off, at which
14 point it deactivates. I have attempted various troubleshooting
15 methods, such as keeping my eyes open, adjusting my seating
16 position, wearing and removing my glasses, and tilting them to
17 minimize glare. None of these methods have proven effective in
18 preventing the warning from activating or in making it deactivate.
19 This is a persistent problem. Hyundai dealerships initially informed
20 me that the warning might be an annoyance and their response was to
21 simply refrain from using it. However, if a basic feature like cruise
22 control in a 2026 model is rendered unusable due to a design flaw
23 (which this certainly is), it constitutes a clear violation of safety
24 standards and should be addressed through a recall. The incessant
25 alerts are highly disruptive and can be quite frustrating. For instance,
26 driving with an arm in the 12 o’clock position triggers a warning,
27 while wearing polarized sunglasses also results in an alert. The
28 presence of a setting to disable the warning is a welcome feature but
doesn't exist, and the system’s persistent alerts can be overwhelming.
The alerts continue even after taking a break. It is distracting and a
safety hazard. Drivers should be able to adjust the sensitivity of the
feature turn off this feature. Currently, there is no way to disable or
temporarily disable this feature.³

26 ² *Id.*

27 ³ See NHTSA ID 11737176. All consumer and NHTSA complaints quoted
28 herein are reproduced verbatim, including original spelling, punctuation, and
grammatical errors.

1 8. As a result of the Defect, the Class Vehicles are unsafe.

2 9. Despite extensive notice and knowledge of the Defect from the
3 numerous consumer complaints it has received, information received from dealers,
4 pre-sale testing, the numerous NHTSA complaints, and its own internal records,
5 Hyundai has not recalled the Class Vehicles to repair the Defect, offered its
6 customers a suitable repair or replacement free of charge, or offered to reimburse
7 consumers who have incurred out-of-pocket expenses in an attempt to repair the
8 Defect.

9 10. As a result of the Defect, Plaintiffs and other Class members have
10 suffered injury in fact, incurred damages, and have otherwise been harmed by
11 Hyundai's conduct because they paid for and received a Class Vehicle with an
12 undisclosed and significant safety defect. Each of these purchasers and lessees
13 were damaged in that they paid more for their Class Vehicles than they would have
14 if they knew about the Defect, or in that they would not have purchased or leased
15 their Class Vehicles at all had they been informed of the Defect.

16 11. On behalf of themselves and the proposed Classes, defined below,
17 Plaintiffs bring this action to redress Hyundai's violation of multiple state
18 consumer protection statutes, breach of express and implied warranties, and unjust
19 enrichment. Plaintiffs seek damages, restitution, and equitable relief to compensate
20 Plaintiffs and the Classes and to remedy the Defect.

21 **JURISDICTION AND VENUE**

22 12. This Court has subject matter jurisdiction pursuant to 28 U.S.C.
23 § 1332(a) and (d) because the aggregate amount in controversy for the Class
24 exceeds \$5,000,000 and at least one member of the Class is diverse in citizenship
25 from one Defendant.

26 13. This Court has personal jurisdiction over Hyundai Motor America
27 because it is a California corporation with its corporate headquarters located in this
28 district.

1 Hyundai's marketing message that the Class Vehicles are safe, which was material
2 to her decision to lease her Ioniq 5.

3 19. Plaintiff Ledezma's vehicle is not safe. Shortly after leasing the
4 vehicle, the Defect began manifesting through constant false alerts and warnings
5 to pay attention to the road. Plaintiff presented the vehicle to Puente Hills Hyundai
6 concerning the Defect. To date, Hyundai has been either unable or unwilling to
7 repair the Defect.

8 20. The Defect has created a dangerous condition in Plaintiff's Class
9 Vehicle that gives rise to a clear, substantial, and unreasonable risk of death or
10 personal injury to Plaintiff, other occupants of the vehicles, and others on the road.

11 21. Plaintiff has been left without a remedy and, as a result of Hyundai's
12 conduct and the Defect, is continuously exposed to an increased risk of severe
13 injury or death, and loss of use of important vehicle features, including cruise
14 control.

15 22. Plaintiff did not receive the benefit of her bargain. She leased a
16 vehicle of a lesser standard, grade, and quality than represented, and she did not
17 receive a vehicle that met ordinary and reasonable consumer expectations
18 regarding safe operation.

19 23. Had Hyundai disclosed the Defect, Plaintiff would not have leased
20 her Class Vehicle or would have paid less to do so.

21 24. Plaintiff would purchase or lease a vehicle from Hyundai in the future
22 if Hyundai's representations about the vehicle, including its safety, are accurate.

23 25. Plaintiff **Clifford Leone** is a citizen of California and resides in
24 Banning, California. Plaintiff Leone and his wife own a 2025 Tucson Limited,
25 which they purchased new in 2025 from Palm Springs Hyundai in Palm Springs,
26 California. Plaintiff's Class Vehicle is equipped with a DDMS and infrared in-
27 cabin camera.

28 26. Prior to purchasing his Class Vehicle, Plaintiff Leone reviewed

Hyundai's promotional materials, test drove the vehicle and interacted with at least one sales representative. At no point during discussions with the authorized sales representative regarding the features, reliability, and safety of the Class Vehicle did Hyundai reveal the existence of the Defect. Nor did Plaintiff experience the Defect while test driving the vehicle. Hyundai also failed to disclose the Defect through its sales brochures when advertising the features, reliability, and safety of the Class Vehicle.

27. Through his exposure to Hyundai's advertisements, promotional materials and other public statements, Plaintiff was aware of and believed Hyundai's marketing message that the Class Vehicles are safe, which was material to his decision to purchase his Tucson.

28. Plaintiff Leone's vehicle is not safe. Shortly after purchasing the vehicle, the Defect began manifesting through constant false alerts and warnings to pay attention to the road. Plaintiff and his wife, who also drives the Tucson, are very concerned about using cruise control, an important feature of the vehicle, because the constant false alerts shut down the cruise control completely. Plaintiff presented the vehicle to Palm Springs Hyundai concerning the Defect and was told that there was no fix. To date, Hyundai has been either unable or unwilling to repair the Defect.

29. The Defect has created a dangerous condition in Plaintiff's Class Vehicle that gives rise to a clear, substantial, and unreasonable risk of death or personal injury to Plaintiff, other occupants of the vehicles, and others on the road.

30. Plaintiff has been left without a remedy and, as a result of Hyundai's conduct and the Defect, is continuously exposed to an increased risk of severe injury or death, and loss of use of important vehicle features, including cruise control.

31. Plaintiff did not receive the benefit of his bargain. He purchased a vehicle of a lesser standard, grade, and quality than represented, and he did not

1 receive a vehicle that met ordinary and reasonable consumer expectations
2 regarding safe operation.

3 32. Had Hyundai disclosed the Defect, Plaintiff would not have
4 purchased his Class Vehicle or would have paid less to do so.

5 33. Plaintiff would purchase or lease a vehicle from Hyundai in the future
6 if Hyundai's representations about the vehicle, including its safety, are accurate.

7 **Florida**

8 34. Plaintiff **Daniel Toye** is a citizen of Florida and resides in Fort
9 Lauderdale, Florida. Plaintiff Toye leases a 2025 Ioniq 5, which he leased new in
10 September 2025 from Coconut Creek Hyundai in Coconut Creek, Florida. Plaintiff
11 Toye's Class Vehicle is equipped with a DDMS and infrared in-cabin camera.

12 35. Prior to purchasing his Class Vehicle, Plaintiff Toye reviewed
13 Hyundai's promotional materials, test drove the vehicle and interacted with at least
14 one sales representative. At no point during discussions with the authorized sales
15 representative regarding the features, reliability, and safety of the Class Vehicle
16 did Hyundai reveal the existence of the Defect. Nor did Plaintiff experience the
17 Defect while test driving the vehicle. Hyundai also failed to disclose the Defect
18 through its sales brochures when advertising the features, reliability, and safety of
19 the Class Vehicle.

20 36. Through his exposure to Hyundai's advertisements, promotional
21 materials and other public statements, Plaintiff was aware of and believed
22 Hyundai's marketing message that the Class Vehicles are safe, which was material
23 to his decision to lease the Ioniq 5. Plaintiff also has been a Hyundai car
24 owner/lessee for several decades and reasonably believed, through his many years
25 of driving Hyundais, that his Class Vehicle was safe.

26 37. Plaintiff Toye's vehicle is not safe. Shortly after leasing the vehicle,
27 the Defect began manifesting through constant alerts and warnings to pay attention
28 to the road. Plaintiff requires glasses to drive and while wearing his glasses, the

1 vehicle constantly issues false alerts for Plaintiff to look at the road. The only way
2 Plaintiff could get the warnings to stop was to temporarily flip off his glasses.
3 However, because Plaintiff requires glasses to drive, the warnings would
4 immediately return when he put his glasses back on. Plaintiff is unable to use cruise
5 control in his vehicle, an important feature, because of the constant false alerts. To
6 date, Hyundai has been either unable or unwilling to repair the Defect.

7 38. The Defect has created a dangerous condition in Plaintiff's Class
8 Vehicle that gives rise to a clear, substantial, and unreasonable risk of death or
9 personal injury to Plaintiff, other occupants of the vehicles, and others on the road.

10 39. Plaintiff has been left without a remedy and, as a result of Hyundai's
11 conduct and the Defect, is continuously exposed to an increased risk of severe
12 injury or death, and loss of use of important vehicle features, including cruise
13 control.

14 40. Plaintiff did not receive the benefit of his bargain. He leased a vehicle
15 of a lesser standard, grade, and quality than represented, and he did not receive a
16 vehicle that met ordinary and reasonable consumer expectations regarding safe
17 operation.

18 41. Had Hyundai disclosed the Defect, Plaintiff would not have leased
19 his Class Vehicle or would have paid less to do so.

20 42. Plaintiff would purchase or lease a vehicle from Hyundai in the future
21 if Hyundai's representations about the vehicle, including its safety, are accurate.

22 **New York**

23 43. Plaintiff **Jeffrey Weisbrot** is a citizen of New York and resides in
24 New Hyde Park, New York. In July 2026, Plaintiff Weisbrot leased a 2026
25 Palisade Calligraphy new from Millenium Hyundai in Hempstead, New York.
26 Plaintiff's Class Vehicle is equipped with a DDMS and infrared in-cabin camera.

27 44. Prior to purchasing his Class Vehicle, Plaintiff Weisbrot reviewed
28 Hyundai's promotional materials, test drove the vehicle and interacted with at least

1 one sales representative. At no point during discussions with the authorized sales
2 representative regarding the features, reliability, and safety of the Class Vehicle
3 did Hyundai reveal the existence of the Defect. Nor did Plaintiff experience the
4 Defect while test driving the vehicle. Hyundai also failed to disclose the Defect
5 through its sales brochures when advertising the features, reliability, and safety of
6 the Class Vehicle.

7 45. Through his exposure to Hyundai's advertisements, promotional
8 materials and other public statements, Plaintiff was aware of and believed
9 Hyundai's marketing message that the Class Vehicles are safe, which was material
10 to his decision to lease his Palisade. Additionally, Plaintiff had previously
11 purchased a 2021 and a 2022 Hyundai Palisade Limited, which did not have the
12 Defect. Based on his prior experience with Hyundai vehicles, Plaintiff reasonably
13 believed that Hyundai vehicles were safe.

14 46. Plaintiff Weisbrot's Palisade Calligraphy is not safe. Shortly after
15 leasing the vehicle, the Defect began manifesting through constant false alerts and
16 warnings to keep eyes on the road and hands on the wheel, when both conditions
17 are met. This occurs while Plaintiff is driving with and without cruise control. To
18 date, Hyundai has been either unable or unwilling to repair the Defect.

19 47. The Defect has created a dangerous condition in Plaintiff's Class
20 Vehicle that gives rise to a clear, substantial, and unreasonable risk of death or
21 personal injury to Plaintiff, other occupants of the vehicles, and others on the road.

22 48. Plaintiff has been left without a remedy and, as a result of Hyundai's
23 conduct and the Defect, is continuously exposed to an increased risk of severe
24 injury or death, and loss of use of important vehicle features, including cruise
25 control.

26 49. Plaintiff did not receive the benefit of his bargain. He leased a vehicle
27 of a lesser standard, grade, and quality than represented, and he did not receive a
28 vehicle that met ordinary and reasonable consumer expectations regarding safe

1 operation.

2 50. Had Hyundai disclosed the Defect, Plaintiff would not have leased
3 his Class Vehicle or would have paid less to do so.

4 51. Plaintiff would lease or purchase a vehicle from Hyundai in the future
5 if Hyundai's representations about the vehicle, including its safety, are accurate.

6 ***Defendants***

7 52. Defendant Hyundai Motor Company is a South Korean corporation,
8 with its principal place of business in Seoul, South Korea. Hyundai Motor
9 Company is the parent company of Defendant Hyundai Motor America. Hyundai
10 Motor Company through its various entities (including Hyundai Motor America),
11 designs, manufactures, markets, distributes, and sells Hyundai vehicles, including
12 the Class Vehicles, across the United States.

13 53. Defendant Hyundai Motor America is a California corporation with
14 its principal place of business in Fountain Valley, California. Hyundai is the sales,
15 marketing, distribution, and servicing arm for Hyundai Motor Company in the
16 United States and is wholly owned by Hyundai Motor Company.

17 54. At all relevant times, Hyundai Motor America acted as an authorized
18 agent, representative, servant, employee, and/or alter ego of Hyundai Motor
19 Company while performing activities, including but not limited to advertising,
20 marketing, warranties, selling Class Vehicles, disseminating technical
21 information, and monitoring Hyundai vehicles in the United States.

22 55. Hyundai Motor America renders services on behalf of Hyundai Motor
23 Company that are sufficiently important to Hyundai Motor Company and its sale
24 of vehicles in the United States that Hyundai Motor Company would perform those
25 services itself if Hyundai Motor America did not exist.

26 56. Hyundai Motor Company controls the public name and brand of
27 Hyundai Motor America, and in consumer transactions, like those with Plaintiffs
28 and the proposed Classes, Hyundai Motor Company's unified brand and logo serve

1 as its and Hyundai Motor America's official seal and signature as to consumers.

2 57. Hyundai Motor Company operates Hyundai Motor America with a
3 unity of interest and owners such that Hyundai Motor America is a mere
4 instrumentality of its parent.

5 58. Upon information and belief, Hyundai Motor Company has, and at
6 all relevant times had, the contractual right to exercise and in practice has exercised
7 control over Hyundai Motor America's work, including but not limited to the
8 manner of Class Vehicles' marketing, the scope of written warranties, and
9 representations made, and facts withheld from consumers and the public about the
10 Defect.

11 59. At all relevant times to this action, Hyundai Motor Company and
12 Hyundai Motor America manufactured, distributed, sold, leased, and/or warranted
13 the Class Vehicles under the Hyundai brand name throughout the United States.
14 Defendants and/or its agents designed, manufactured, and/or installed the
15 defective components and/or software in the Class Vehicles. Additionally,
16 Hyundai developed and disseminated the owner's manuals, warranty booklets,
17 advertisements, maintenance schedule, and other promotional and technical matter
18 relating to the Class Vehicles.

19 **FACTUAL ALLEGATIONS**

20 **A. The Defective Direct Driver Monitoring System**

21 60. The Class Vehicles are all equipped with several driver assistance
22 systems intended to make the vehicle safer. In general, driver assistance systems
23 utilize an electronic network of sensors, cameras, and computers within the vehicle
24 designed to increase the driver's awareness to avoid crashes.

25 61. One of the driver assistance systems in the Class Vehicles is the
26 Forward Attention Warning ("FAW") system.

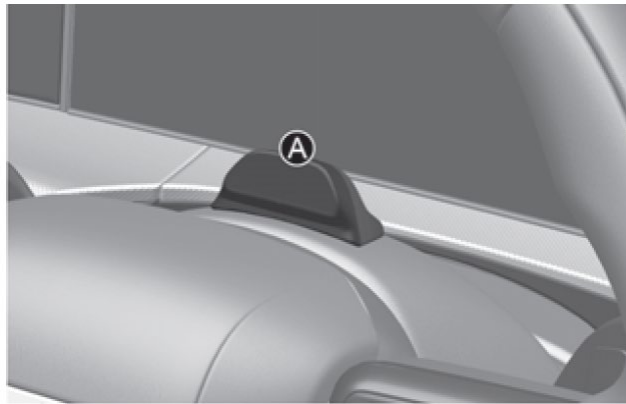
27 62. The FAW relies on the vehicle's Direct Driver Monitoring System
28 ("DDMS"). The FAW and DDMS in all Class Vehicles are the same or materially

1 similar.

2 63. The DDMS is a system that monitors driver behavior. It is referred to
3 as a “direct” monitoring system because it relies on direct movements of the driver
4 monitored through an infrared in-cabin camera.

5 64. The in-cabin camera in the Class Vehicles is mounted on top of the
6 steering wheel column, facing the driver. The following picture from the Owner’s
7 Manual for the 2025 Hyundai Santa Fe depicts the positioning of the infrared
8 camera:

9 ***In-cabin camera***



17 65. The DDMS in-cabin infrared camera in all Class Vehicles is
18 materially the same and is similarly positioned.

19 66. When working properly, the infrared camera in each Class Vehicle
20 watches the driver and feeds information about the driver to various systems in the
21 vehicle, including the vehicle’s FAW system.

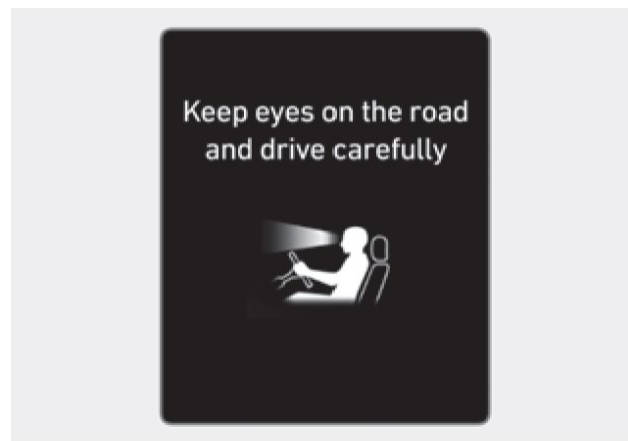
22 67. According to Hyundai, the FAW system utilizes the in-cabin camera
23 and “determines whether the driver is focused on the road depending on
24 information, such as the amount of time the driver is looking away from the road,
25 the amount of time the [driver’s] eyes are closed, how frequently the driver yawns,
26 etc.”⁴

27
28 ⁴ See, e.g., Owner’s Manual for 2025 Hyundai Santa Fe at p. 7-67.

68. According to Hyundai, “[i]f Forward Attention Warning judges the driver is not focused, the ‘**Keep eyes on the road and drive carefully**’ warning message will appear on the cluster, and an audible warning will sound.”⁵ These audible and visual warnings will repeat if the FAW determines the driver is still distracted.

69. The following is a depiction of the visual warning that displays on the vehicle cluster screen while audible alarms sound:

Forward Attention Warning



70. The DDMS and FAW also integrate with the Class Vehicles’ cruise control system. If the cruise control system is being used in a Class Vehicle, the FAW and DDMS automatically engage to detect the driver’s level of attention.

71. If the FAW detects that the driver is distracted while operating cruise control, the FAW will initially sound the typical audible and visual FAW alarms. If the FAW determines that despite the alarms the driver remains distracted while using the cruise control, the vehicle will engage its Emergency Stop system, which takes control of the vehicle’s steering wheel, engages the brakes, and brings the vehicle to a complete and sudden stop.

72. As Hyundai explains, the Emergency Stop function will engage if the

⁵ *Id.*

1 vehicle determines “[y]our eyes are not focused on the road after inattentive
2 driving warning is continuously displayed.”⁶

3 73. Although Hyundai’s FAW and DDMS are intended to be safety
4 features in the Class Vehicles, they malfunction, resulting in constant false audible
5 and visual alarms that are distracting and make the Class Vehicles less safe.

6 74. The DDMS infrared camera in the Class Vehicles routinely misreads
7 normal and safe driving conditions and driver behavior as distracted driving,
8 sounding alarms and warnings while the vehicle is in operation. These warnings
9 and alarms take the driver’s attention away from the road and are themselves
10 distracting (the “Defect”).

11 75. Additionally, because drivers frequently do not know what is
12 triggering the false warnings and alarms, they are unable to prevent them from
13 occurring.

14 76. Hyundai admits in the owner’s manual (which the Class members do
15 not see prior to purchase/lease) that the DDMS and FAW are defective and do not
16 function properly under a slew of normal and routine driving conditions.

17 77. Hyundai states: “Forward Attention Warning may not operate
18 properly, or it may operate unexpectedly under the following circumstances:

- 19 • The driver is wearing sunglasses, special glasses, infrared cutoff
20 glasses, refracting glasses or thick glasses.
- 21 • The driver has heavy eye makeup (eyeliner, mascara, color makeup,
22 false eyelash) or eye piercing.
- 23 • The driver’s view is blocked by his/her hair, hat, etc.
- 24 • The driver is winking or wearing an eye patch on one eye.
- 25 • The driver’s face is covered partially by a mask, muffler, etc.
- 26 • The driver’s view of blocked by incoming light from outside of the

27
28 ⁶ *Id.* at p. 7-88.

1 vehicle.

- 2 • Light from outside, sunlight or infrared LED light of the camera is
- 3 reflected by glasses or sunglasses.
- 4 • The driver turns or lowers his/her head so that the face or an eye is
- 5 hidden from the camera.
- 6 • The driver shakes his/her head up and down, or adverse road
- 7 conditions cause excessive vehicle vibrations while driving.
- 8 • The driver is improperly positioned in the driver's seat so that the
- 9 driver's face is not detected.
- 10 • The driver is too tall or short.
- 11 • The camera is blocked by the driver's grip on the steering wheel.
- 12 • More than two people are looking at the instrument cluster
- 13 simultaneously from the driver's seat.
- 14 • The driver's eyes are narrowed due to laughing or sun glare.
- 15 • Misrecognize a picture or mannequin that has a similar size of the
- 16 driver's face.
- 17 • There are other devices using infrared light in the vehicle.”⁷

18 78. In addition to the long list of normal and safe conditions that Hyundai
 19 admits can cause the DDMS to operate improperly, drivers also report that the
 20 defective DDMS and FAW activate for seemingly no reason at all. Drivers are
 21 unable to determine what is making the DDMS detect distracted driving and
 22 therefore, are unable to stop the alarms and warnings while operating the vehicle.

23 79. When the Defect manifests, repeated and constant alarms go off while
 24 the driver is trying to operate the vehicle. Drivers report that these alarms and
 25 warnings can occur up to every couple of minutes while driving. This draws the
 26 driver's attention away from the roadway, creating distractions and unsafe

27
 28 ⁷ *Id.* at p. 7-70.

1 conditions.

2 80. If the driver is using cruise control, the safety implications are even
3 more severe. When the DDMS falsely detects distracted driving that the driver is
4 unable to remedy while using cruise control, the FAW warnings lead to activation
5 of the vehicle's Emergency Stop system, bringing the vehicle to a sudden and
6 complete stop in the middle of busy roadways.

7 81. The Defect puts the driver, other occupants of the Class Vehicles, and
8 other people on the road at risk of serious injury or death.

9 **B. Hyundai's Knowledge of the Defect**

10 82. Hyundai concealed from Plaintiffs and Class Members the Defect in
11 the Class Vehicles, even though Hyundai knew or should have known of the
12 Defect.

13 83. Hyundai became aware of the Defect through sources not available to
14 Plaintiffs and the other members of the Class, including, but not limited to: pre-
15 production testing, consumer complaints made exclusively to Hyundai's network
16 of dealers and directly to Hyundai, aggregate warranty data compiled from
17 Hyundai's network of dealers, testing conducted by Hyundai in response to
18 consumer complaints, and its investigation and field analysis of the Defect.

19 **1. Pre-Release Testing**

20 84. Hyundai knew or should have known about the Defect from testing
21 performed on the Class Vehicles. Prior to the sale of any of the Class Vehicles,
22 Hyundai—like any other reasonable manufacturer of vehicles sold in the U.S.
23 market—completed a multitude of analyses and testing that exposed the existence
24 of the Defect.

25 85. Hyundai and its suppliers perform various pre-production testing on
26 new vehicle components.

27 86. Hyundai and its suppliers performed these tests, and others, on the
28 Class Vehicles and, if performed with due care, each of these tests demonstrated

1 that the relevant systems or components in the Class Vehicles would malfunction.

2 87. Hyundai and its suppliers evaluate the ways in which a specific
3 component in the Class Vehicles will fail. When testing the systems at issue here,
4 Hyundai assessed, among other aspects, the circumstances and methods by which
5 the DDMS and its components, including the infrared camera, could fail, the
6 likelihood of failure in various situations, and how probable each scenario is
7 during normal, everyday driving.

8 88. Hyundai and its suppliers also performed computer and real-world
9 simulations of the systems, including in extreme conditions, to confirm they are
10 meeting the design goals. Hyundai tested the DDMS in actual vehicles, assessing
11 the DDMS in a full range of conditions and extremities that are encountered once
12 a Class Vehicle is sold to the public.

13 89. The DDMS in the Class Vehicles was exposed repeatedly to
14 conditions that cause the Defect to manifest under everyday driving conditions.
15 However, due to the costs of redesigning and fixing the DDMS, Hyundai opted to
16 conceal the Defect and continue to sell the Class Vehicles with the Defect.

17 **2. Hyundai's January 2025 Technical Safety Bulletin**

18 90. In January 2025, Hyundai issued TSB 25-GI-001H for all Hyundai
19 models outfitted with DDMS, admitting there was a problem but providing no real
20 solution.⁸ This TSB was issued exclusively to Hyundai's service centers and not
21 the general public.

22 91. Despite admitting in its owner's manual to a litany of normal and safe
23 driving conditions and behavior that the DDMS misreads as distracted driving,
24 Hyundai's TSB provided a more limited list but still admitted that the system is
25 flawed: "If the driver is wearing eyeglasses with low infrared transmittance,
26 occupant is in an unusual seating position, or if the sun reflectivity angle is not
27

28 ⁸ **Exhibit A.**

1 ideal, the system may have difficulty detecting the driver's eyes. This may result
 2 in temporary deactivation of certain driver-assistance features such as Highway
 3 Driving Assist (HAD) and Forward Attention Warning (FAW)."⁹

4 92. Hyundai also admitted that "[t]he infrared in-cabin camera (ICC)
 5 **CANNOT** be disabled when cruise control is **ON**."¹⁰ Thus, Hyundai admits that
 6 there is no way to use the cruise control with a malfunctioning DDMS that can
 7 lead to activation of the Emergency Stop function and the vehicle coming to a full
 8 and sudden stop on the roadway.

9 93. The solution Hyundai offered to its service centers was to recommend
 10 to drivers that they "remove suspected eyewear, select eyewear with higher
 11 infrared transmittance, adjust the seat position, or look at the road and avoid the
 12 infrared in-cabin camera (ICC)."¹¹

13 94. However, as demonstrated by the numerous complaints below, the
 14 Defect persists, even when drivers adjust their glasses or seat positioning.
 15 Additionally, as Hyundai has admitted in the vehicle owner's manual, a litany of
 16 other normal behaviors can cause the DDMS to engage, causing a safety hazard
 17 for Class members. Hyundai has failed to provide any remedy that works for the
 18 Class Vehicles and has not recalled the Class Vehicles due to the Defect.

19 3. Consumer Complaints Concerning the Class Vehicles

20 95. Federal law requires Hyundai to monitor defects that can cause a
 21 safety issue and report them within five days to NHTSA. Therefore, Hyundai
 22 regularly monitors NHTSA complaints to meet reporting requirements under
 23 federal law. Hyundai, therefore, has knowledge of the Defect due to the numerous
 24 consumer complaints, such as those made to NHTSA, as well as by other means.

26 ⁹ *Id.*

27 ¹⁰ *Id.* (emphasis in original).

28 ¹¹ *Id.*

1 96. Consumers who purchased or leased Class Vehicles routinely
2 complained to NHTSA about the Defect, detailing the repeated and distracting
3 false warnings, sudden breaking, and unsafe driving conditions.

4 97. The following complaints made to NHTSA reflect examples of the
5 complaints available to Hyundai concerning the Class Vehicles:

6 October 15, 2024 Complaint re: 2024 Santa Fe: This vehicle has a
7 Driver Attention Alert System which track driver's eye and head
8 movement to determine driver attention levels. This system can be
9 disabled outside of using Cruise Control through the setup menu.
10 However, when in Cruise Control, this system CANNOT be disabled.
11 Unfortunately, if you're wearing sun glasses the system declares the
12 driver is inattentive and produces a distracting aural and visual warning.
13 If no action is taken the vehicle will automatically come to a stop, even
14 on the freeway! This option is a driver distraction and does not allow
15 the driver to wear sunglasses increasing the risk of motor vehicle
16 accidents. Several customer have complained to Hyundai about this
17 system. there needs to be driver-selectable option to enable/disable,
18 even in Cruise Control mode. (NHTSA ID: 11619875)

19 November 14, 2024 Complaint re: 2025 Santa Cruz: While driving at
20 highway speeds with Smart Cruise Control set during the day I put on
21 sunglasses and the driver attention system turned off the system 6
22 seconds later. I repeated this event set several times at various speeds
23 and driving conditions with the same 6 second failure result. I made the
24 dealership aware of this and verified it with them in the vehicle.
25 Apparently, system uses an IR camera to determine driver attention
26 level via eye contact and does not work with most sunglasses. This
27 seems to be a safety issue the dealership (or the manufacturer) should
28 be the making the general public aware of. (NHTSA ID: 11625321)

29 November 16, 2024 Complaint re: 2024 Santa Fe: THE CRUISE
30 CONTROL USES A CAMERA , THE IS SUPPOSED TO WATCH
31 YOUR EYES , TO MAKE SURE YOU ARE WATCHING THE
32 ROAD . UNFORTUNATELY , IF YOU ARE WEARING GLASSES
33 (WHICH I MUST WHEN I AM DRIVING) THE LIGHT
34 REFLECTING OFF THEM MAKES THE UNIT THINK I AM NOT
35 WATCHING THE ROAD . FOR BACKROUND, I WAS A
36 HIGHWAY PATROL OFFIGER FOR 30 YEARS . I AM VERY
37 ATTENTIVE TO THE ROAD AHEAD OF ME . IT SEEMS

1 HYUNDAI KNOWS OF THIS PROBLEM , WHICH SUDDENLY
2 DISENGAGES THE CRUISE CONTROL , CAUSING RAPID
3 DECELERATION OF THE VEHICLE . AT HIGHWAY SPEED ,
4 THIS IS VERY DANGEROUS . IT HAS BEEN NOTED ON MANY
5 FORUMS , AND MY DEALER KNOWS ABOUT THE PROBLEM ,
6 BUT THERE IS NO WAY TO DISCONNECT THE CAMERA
7 FROM THE SYSTEM . THIS IS REALLY AN ACCIDENT
8 WAITING TO HAPPEN . (NHTSA ID: 11625702)

9 December 6, 2024 Complaint re: 2025 Tucson: I could not find an exact
10 category check above, but this does sort of relate to cruise control. The
11 Driver Attention Warning cannot be disabled even though there is an
12 option to disable it. Turning it off has no affect. This is a warning that
13 basically tells you to keep your eyes on the road. Sunglasses and regular
14 eyeglasses can often cause it to create a warning. The system will then
15 turn off cruise control if it's being used. According to several owners,
16 this is common on newer model Hyundais and Hyundai either chooses
17 not to or simply cannot fix this. My wife has notified Hyundai and is
18 awaiting a response. (NHTSA ID: 11629341)

19 December 24, 2024 Complaint re: 2025 Santa Fe: Hyundai Distracted
20 Driver feature is FAULTY and VERY hazardous! If someone puts on
21 sunglasses to drive SAFELY, the vehicle says you ARE distracted; and
22 cuts the cruise control and starts braking on its own. VERY BAD!!!
23 The vehicle is almost undrivable. Many others are having their
24 dealerships buy their Hyundai Santa Fes back because they are nearly
25 undrivable and are a general US roadway hazard, due to the way the
26 faulty "Distracted Driver" feature kills cruise control AND actually
27 distracts drivers constantly ... causing very unsafe driving conditions.
28 Might have to get our dealership to buy back our brand new 2025 Santa
Fe Limited (as MANY others have already done). The Distracted
Driver feature actually distracts drivers constantly AND causes unsafe
and hazardous driving conditions. Please ... please ... please strongly
compel Hyundai to fix this A.S.A.P., by Hyundai issuing a patch to
their system update that allows drivers to turn off/disable the hazardous
"Distracted Driver" feature. Hyundai Community Posts: [XXX]
INFORMATION REDACTED PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) (NHTSA ID:
11632295)

1 December 26, 2024 Complaint re: 2025 Santa Cruz: The Hyundai Santa
2 Cruz has a Driver Forward Attention Warning system. The steering
3 column has a camera that monitors the driver's eyes and face to make
4 sure the driver is watching the road while the cruise control is engaged.
5 The feature shuts down the cruise control if it assesses the driver is not
6 paying attention to the road. The feature does not account for the driver
7 wearing sunglasses, however. It still shuts down the cruise system even
8 if the driver is paying attention while wearing sunglasses. The feature
9 can be disabled on the instrument panel, but it is never actually
10 disabled; it still keeps shutting off the cruise control whether the
11 function is enabled or disabled and is a safety hazard since the driver
12 can't wear sunglasses and use cruise control simultaneously. (NHTSA
13 ID: 11632452)

14 January 27, 2025 Complaint re: 2025 Santa Fe: The forward attention
15 warning (FAW) on the 2025 Hyundai Santa Fe calligraphy can not be
16 deactivated. Correction, it can be turned off for normal driving. For
17 instance, driving around the city or not using smart cruise control. As
18 soon as you turn on the smart cruise control it's reactivated and can't be
19 turned off. The FAW does not work when using prescription sunglasses
20 / non prescription sunglasses or if the sun is hitting the inside of the
21 cabin a certain way. The FAW constantly flashes warnings and beeps
22 at you even though you are looking forward and keeping your eyes on
23 the road. If you look far down the road you shift your eyes up some,
24 and the system beeps and flashes warnings to keep your eyes on the
25 road. On a recent 230 miles trip I did not wear my prescription
26 sunglasses / non prescription sunglasses and the FAW system went off
27 at least 50 plus times and I had my eyes on the road at all times. Very
28 distracting, I then had to take my eyes off the road to see why it was
beeping and telling me to keep my eyes on the road. The FAW system
actually makes for a stressful and distracting drive. At this time the
FAW is useless. I took the vehicle to the dealer and the FAW is not a
system that can be turned off. Hyundai needs to allow the dealers to be
able and deactivate the system. (NHTSA ID: 11638730)

January 28, 2025 Complaint re: 2024 Santa Fe: The driver assist
warning/dinging coffee cup is a distraction while driving. It can ding
up to every 4 minutes. This is a feature that should be able to be turned
off. (NHTSA ID: 11639078)

1 February 7, 2025 Complaint re: 2024 Santa Fe: This is for the Forward
2 Attention Warning.....this feature is misleading. I can be looking
3 straight at the road and it will beep at me. We need a way to turn it
4 completely off. This alone causes me to look at the camera instead of
the road. (NHTSA ID: 11641251)

5 February 18, 2025 Complaint re: 2025 Tucson: There is a sensor on
6 the steering column that turns off the cruise control if it can't see your
7 eyes. This happens abruptly and slows the car down. It will cause a
8 rear end collision if not taken care of! Has been to the dealer 5 times.is
9 available for more inspection. There is a sensor on the steering
10 column that turns off the cruise control if it can't see your eyes. This
11 happens abruptly and slows the car down. It will cause a rear end
12 collision if not taken care of! I have more documentation from the
13 dealers but I don't have room to upload. Yes dealers have reproduce
the issue. Manufacture has been notified and had us take to dealers.
Warning message on dash but no time to react. (NHTSA ID:
11643566)

14 March 7, 2025 Complaint re: 2024 Santa Fe: The forward attention
15 camera won't turn off even when selected off in settings... I'm unable
16 to drive comfortably with one hand at 12 o clock without constant
beeps and warnings. its MADDENING. (NHTSA ID: 11646960)

17 March 7, 2025 Complaint re: 2025 Santa Fe: The sensor always goes
18 off stating my eyes aren't on the road to the point it tries to stop the
19 vehicle in traffic. This prevents me from being able to use cruise
20 control because the sensor is causing issues by not detecting my eyes
(NHTSA ID: 11646900)

21 March 18, 2025 Complaint re: 2025 Tucson: In the middle of the
22 screen, a notification to consider taking a break pops up and is very
23 distracting and annoying even during normal driving condition. This
24 feature makes the car less safe because it creates a distraction,
25 especially on long road trips. There is no way to disable or turn the
notification off on the vehicle. (NHTSA ID: 11649101)

26 March 27, 2025 Complaint re: 2024 Santa Fe: The Forward Attention
27 Warning device located on the steering column (camera) cannot be
28 disengaged. This device does not allow me to wear dark or polarized
sunglasses, which I need since I have eye issues. This is a safety issue

1 for me and others, especially since I am [XXX] [XXX] and there are
2 times when the visor doesn't cover the sun. You can 'disengage' it in
3 the Driver Assistance settings but it does not stop the warnings nor
4 does it stop it from disengaging your cruise control. If you look to the
5 side of the vehicle, look up to pull the visor down, or wear polarized
6 or dark sunglasses, it will also shut off your cruise control. I have
7 taken the vehicle in to the Gainesville GA Hyundai and told them
8 about this issue but they have said that there is no fix for this. BTW -
9 - there are a bunch of posts on Reddit about this issue. This problem
10 isn't a failure of the system, it is a design flaw. I noticed it on the day
11 I bought the vehicle. Now, it is an annoyance to the point that I am
12 looking at buying a new vehicle. I have only had the vehicle a
13 year....not happy. INFORMATION REDACTED PURSUANT TO
14 THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.
15 552(B)(6) (NHTSA ID: 11651148)

16 April 2, 2025 Complaint re: 2025 Ioniq 5: The Forward Attention
17 Warning system in the refreshed 2025 Ioniq 5 gives constant false
18 positives for both my wife and myself when we are driving the car.
19 With Hyundai's HDA and lane keep active, the system keeps chiming,
20 claiming that the driver is not looking at the road when we are. In fact,
21 the calibration is so poor that it is a safety issue. The constant random
22 warnings are very distracting, and sometimes the system does not
23 recapture your eyes before timing out and hard braking the car on the
24 highway. This is really unacceptable and a safety issue that I'm
25 surprised Hyundai thought it could release. Lots of evidence of other
26 owners with this problem on the Internet: [XXX] [XXX] and many
27 others. INFORMATION REDACTED PURSUANT TO THE
28 FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)
(NHTSA ID: 11652207)

April 15, 2025 Complaint re: 2025 Santa Cruz: Make: Hyundai •
Model: Santa Cruz • Year: 2025 • Trim: Limited • Mileage: 2600
miles • Date of Purchase: July 2025 Description of the Problem: I am
reporting a safety issue with the Forward Attention Warning (FAW)
system on my 2025 Hyundai Santa Cruz Limited, which
unexpectedly disables Smart Cruise Control (SCC) during highway
driving. The FAW system, which uses an in-cabin camera to monitor
driver attentiveness, frequently misinterprets normal driving
behavior—such as wearing polarized sunglasses or holding the
steering wheel at the 12 o'clock position—as inattention. This causes

1 SCC to deactivate abruptly, resulting in sudden speed changes that
2 create a safety hazard, particularly at highway speeds (e.g., 65–70
3 mph). The issue occurs multiple times per drive, especially when
4 wearing sunglasses, and persists even after attempting to disable
5 FAW in the vehicle's settings (Settings > Vehicle > Driver Assistance
6 > Driver Attention Warning > Off). For example, while driving on
7 [XXX], SCC deactivated without warning due to FAW detecting my
8 sunglasses, causing the vehicle to slow unexpectedly and requiring
9 immediate manual intervention to maintain speed. This has happened
10 regularly, creating a risk of rear-end collisions or driver distraction. I
11 contacted my Hyundai dealership and they stated that no software fix
12 is available and the system is "working as designed." Hyundai's
13 Technical Service Bulletin (TSB 25-GI-001H) acknowledges FAW
14 issues with sunglasses and hand position but offers no solution. I also
15 contacted Hyundai Customer Service (1-800-633-5151), but they
16 provided no resolution. This issue is widely reported by other 2025
17 Hyundai owners (e.g., Tucson, Santa Fe) in online forums
18 INFORMATION REDACTED PURSUANT TO THE FREEDOM
19 OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) (NHTSA ID:
20 11680808)

21 April 19, 2025 Complaint re: 2024 Santa Fe: I'm writing to report a
22 recurring issue with the Forward Attention Warning (FAW) system
23 in my 2024 Hyundai Santa Fe. The system frequently triggers
24 warnings even when I am fully attentive and driving safely. These
25 alerts are not only distracting, but they also reduce my confidence in
26 the vehicle's safety systems overall. I have reviewed the settings and
27 attempted to adjust or disable the FAW feature, but it either cannot
28 be turned off entirely or continues to act erratically despite
adjustments. I've also verified that the cabin camera is clean and
unobstructed. (NHTSA ID: 11655647)

May 1, 2025 Complaint re: 2025 Santa Fe: The contact owns a 2025
Hyundai Santa Fe. The contact stated that while driving at various
speeds and taking her eyes off the road ahead, there was a warning
chime and a red warning light illuminated, advising the driver to
"Consider taking a Break". The contact stated that the safety feature
is the Driver Monitoring: Camera/Sensor and the safety feature was
activating while turning her head or moving her eyes from looking
ahead. The contact stated that the chime was loud and was distracting
while driving. The contact stated that the failure was almost constant.

1 The contact called a local dealer and was advised that the system
2 could not be deactivated. The dealer referred the contact to the
3 NHTSA Hotline to report the issue. The manufacturer was not
4 informed of the failure. The failure mileage was approximately 700.
(NHTSA ID: 11568247)

5 May 9, 2025 Complaint re: 2025 Tucson: The Driver Attention
6 Warning system goes off very often - every 10-15 minutes. The
7 warning is startling and makes one take their eyes off the road to
8 ascertain the cause of the warning. There is no voice message - just a
9 series of beeps. According to the dealer the DAW cannot be disabled
by the owner. (NHTSA ID 11660047)

10 May 19, 2025 Complaint re: 2025 Tucson: The forward attention
11 warning system uses a camera on the steering column. It goes off
12 constantly while wearing my required glasses. Hyundai nor the
13 dealership will turn off the sensor. There are over 10,000 complaints
14 for this issue and Hyundai will not correct the issue. The system will
15 automatically adjust the speed and brake in the vehicle without the
16 driver. I almost had a wreck yesterday when it shut the car down when
17 the camera couldn't see my eyeballs while wearing my glasses.
Something needs to be done. I'm thinking of filing a lawsuit against
Hyundai as a class action. Please advise if you have any suggestions.
Thank you (NHTSA ID: 11661987)

18 May 23, 2025 Complaint re: 2025 Ioniq 5: This car has a system
19 called Forward Attention Warning (FAW) which monitors the
20 driver's eyes using an in-cabin infra-red camera trained on the driver.
21 When smart cruise control and lane following assist are both
22 activated, FAW is forced ON by the car. If FAW thinks that the
23 driver's eyes aren't on the road, it beeps, puts alerts on the panel
24 visible to the driver and turns off all driving assist features. The
25 problem I'm reporting is that the FAW system is completely broken.
26 Even though I'm looking straight forward, it says I'm not paying
27 attention to the road, sounds loud alerts, then eventually shuts off all
28 of my driving assistance features. I wear glasses, and sometimes
sunglasses to reduce glare when driving in bright conditions, and I've
tried this with my prescription sunglasses, my normal prescription
glasses and even without any glasses. The system erroneously
triggers in all cases. I believe that the FAW system false positives is
a safety issue because: 1. The constant false alerts are very distracting,

1 making the driver look at the panel in front of them to try to figure
2 out what it's saying, taking their eyes off the road 2. Lane following
3 assist is, itself, a safety feature, by disabling it due to these false
4 positives from the FAW system, this is reducing safety in the vehicle
5 3. The FAW false positives will abruptly disable the smart cruise
6 control, which is controlling the speed of the car, as well as the lane
7 following assist, helping to keep the car in the lane. This abrupt
8 disabling of these systems can cause the car to slow suddenly and
9 depart from the lane if going around a curve. This can be very
10 dangerous. (NHTSA ID: 11662737)

11 May 29, 2025 Complaint re: 2025 Ioniq 5: I purchased this car this
12 week. The vehicle is equipped with a safety feature called Forward
13 Attention Warning (FAW). Its purpose is to monitor the drivers
14 attention (eyes??) and trigger an alert when the drivers attention is
15 distracted for a period of time. I took it for the first time on a 150 mile
16 trip. During the trip, the FAW alarm was triggered constantly. I tried
17 changing my head position, taking my glasses on/off, changing my
18 hands holding the wheel, etc. Nothing seemed to matter. It is not only
19 a nuisance, but it causes other automated functions to be disabled. I
20 was able to partially turn it off, but it still caused malfunctioning of
21 other auto driving functions. Its not just a nuisance, its a hazard. If it
22 cant be fixed easily, Hyundai should at least give the operator the
23 ability to completely disable it. (NHTSA ID: 11663796)

24 June 4, 2025 Complaint re: 2024 Santa Fe: The Adaptive Cruise
25 control cannot be used while wearing certain sunglasses. The car has
26 a Driver Awareness Warning that is supposed to warn the driver if
27 eyes are not on the road. It does not work with certain glasses. While
28 driving at interstate speeds, I engaged the Adaptive Cruise control
only to have it shut off and quickly slow down. After fumbling with
different glasses while driving, I found a pair that will work with the
Adaptive Cruise control. In the display, there is a toggle to turn off
the Driver Awareness option, but as soon as you turn on the Adaptive
Cruise, the Driver Awareness turns on again. If the Driver Awareness
function cannot be turned off it is a safety issue. My favorite driving
glasses cannot be used and I think this issue will cause accidents with
the quick slowing on the highway. There should be a way to turn off
the Driver awareness so I can use the adaptive cruise with my
sunglasses. (NHTSA ID: 11664854)

1 June 20, 2025 Complaint re: 2024 Santa Fe: Forward attention assist
2 keeps going off. For no reason. Eyes are on the road and head is
3 forward (NHTSA ID: 11668224)

4 August 12, 2025 Complaint re: 2025 Santa Fe: The attention detection
5 system is the worst designed feature of any vehicle I have ever
6 experienced. It constantly dings while looking directly at vehicles
7 ahead. It is distracting and turns off by looking DOWN directly at the
8 steering wheel. It is a safety hazard and Hyundai needs to push out a
9 fix ASAP or allow the feature to be disabled entirely. You cannot use
cruise control without it activated and the feature is a safety hazard
that makes the car LESS safe. (NHTSA ID: 11680172)

10 September 7, 2025 Complaint re: 2024 Santa Fe: The drive attention
11 warning system turned off the cruise control. Causing the vehicle to
12 unexpectedly decrease speed on the interstate, which forced the cars
13 behind me to brake hard to avoid hitting me. This system is constantly
14 giving alerts for no reason distracting my attention to the road. I can
15 have both hands on the wheel and looking straight forward and the
16 system gives an alert tone and flashes a message on the screen stating
17 it can see my face. If the cruise control is on it will disengage the
cruise. If the cruise is not engaged it just keeps alert every 20 miles
or so. I have taken it to the dealer, who showed me how to turn it off
, but it still alerts over and over again. (NHTSA ID: 11685592)

18 January 10, 2026 Complaint re: 2026 Palisade: While driving, the
19 vehicle displays a warning of "Eyes on Road, Hands on Wheel". It
20 has happened 6x since vehicle purchase, most recent on 10 Jan 26.
21 The most recent occurrence was 10 Jan 26. Hyundai has issued a
22 bulletin that this could occur when wearing sunglasses. The most
23 recent time it was raining, no sun, no sunglasses and hands were on
24 wheel at 10/2. Warning message displayed for several seconds (eyes
25 on road/hands on wheel) and then went into stop mode on the
26 highway. Tapping the brakes broke the lock and are continued
27 without stopping. Been to dealership 3x. Hyundai says it can be
28 caused due to sunglasses. Most recent time, no sunglasses. (NHTSA
ID: 11710101)

February 4, 2026 Complaint re: 2026 Palisade: Constant and
consistent Alerting (Attention) with the (steering and eye alert) icons
present. NOTE: It would be helpful to understand and be told the

1 exact sensor or type of alert (eye camera, steering input, forward
2 camera) that triggered the alert! As it stands, every few seconds to
3 minutes the alert states driver is not attentive. Eventually between 2-
4 8 warnings is unrecoverable and the cruise control shuts itself off after
5 a myriad set of warnings. No matter what is attempted the car ends
6 the cruise control and the driver MUST maintain control at that point
7 (decelerating from highway/interstate speeds dramatically). Myself
8 and all family drivers experience this IMMEDIATELY after
9 activation. Dealership has reported no trouble after 50 miles of
10 driving (as stated). I have video of this issue and am adding them to
11 youtube (2026 hyundai palisade cruise control fail) for others to see.
12 This is UNSAFE and DISTRACTING! The alerts alone are enough
13 to deactivate this (if available, but: it cannot be deactivated!) let alone
14 decelerating from speed for "no good reason" outside of drivers
15 DIRECT control. The only solution I HAVE is to not use cruise
16 control and the safety features (as they are marketed to work) and
17 negate the safety features I purchased the vehicle for. (NHTSA ID:
18 11715550)

19 June 16, 2026 Complaint re: 2026 Palisade: It appears there is an
20 ongoing issue with the Driver's Assistance. More specifically with
21 automatic braking regarding forward collision. On 4 separate
22 occasions, the vehicle has gone haywire with several alarms and icons
23 going off at once and then sudden braking in the middle of the road
24 before I have even realized what is going on. The issue is the car
25 decided it was time to slam on the brakes right in the middle of the
26 road while I was driving so it was very jarring. I have brought the
27 vehicle to the dealership once and they kept it for 2 days to inspect
28 the problem and could "not reproduce the problem". So they returned
the vehicle to me. However, the issue occurred 3 more times after
they returned it to me within 3 wks. So, I am dropping it off again for
them to keep until they locate the problem now that I believe I have
narrowed it down to the Driver's Assistance and forward collision
issue. When I disable the driver's assistance/forward collision toggle,
there "appears" to solve the issue. I have not had the same problem
when that specific toggle is off as of yet. There have been no
inspections from a manufacturer rep, police or insurance rep. There
were a ton of warning lamps at one time just prior to the automatic
braking, some regarding power train, battery, and several others. I
have photos. (NHTSA ID: 11744388)

1 98. Owners and lessees of the Class Vehicles have also reported the
 2 Defect on social media platforms and online forums. Below is a sample of
 3 complaints posted to these forums:

- 4 • 2024 complaint: Issues with cruise control – I’m having issues with the
 5 line of site reader on my 2024 Caligraphy when the cruise control is on.
 6 It does not easily read where I am looking. I have adjusted the steering
 7 column, the wheel, etc. I keep getting warning that goes off to watch the
 8 road (I am) the assistance is limited. It gets so bad that I get a harsh
 9 warning and then the Santa Fe will turn off the cruise control and break
 10 the vehicle, while at highway speed in traffic. I have notified Hyundai
 11 about this, apparently there is no ‘fix’ at this time. I’m curious, does
 12 anyone else have this issue?¹²
- 13 • 2024 complaint: I wear glasses, not sunglasses. I am tall, but have
 14 everything positioned so there is a clear site line to the sensor. Driving
 15 to work the other day, approx. 8 highway miles, the warning chimed 25
 16 times with the hard warning (the one that turns the cruise off) 8 times. I
 17 almost can’t use the cruise. There was some sun glare. I’m trying to
 18 figure out how to block that on the sensor.¹³

19 99. Hyundai monitors social media platforms and online forums
 20 concerning its vehicles. Accordingly, Hyundai is and was aware of the numerous,
 21 widespread complaints about the Defect in the Class Vehicles

22 4. Warranty Data

23 100. Federal regulations require vehicle manufacturers, such as Hyundai,
 24 to comply with Early Warning Reporting requirements under the Transportation
 25 Recall Enhancement, Accountability, and Documentation Act of 2000 (the
 26 “TREAD Act”), 49 U.S.C. §§ 30101-30170, to held identify hidden safety defects.

27 101. Under the TREAD Act and its implementing regulations, all vehicle

28 ¹²

https://www.reddit.com/r/HyundaiSantaFe/comments/1gipanu/issues_with_cruise_control/

¹³ *Id.*

1 manufacturers are required by law to routinely monitor and analyze consumer
2 complaints and other safety data to determine whether vehicles or components
3 should be recalled due to safety concerns. This includes submitting reports to
4 NHTSA quarterly that provide information on incidents involving death or injury.
5 The regulations also hold manufacturers responsible “for any safety-related defect
6 or any noncompliance determined to exist in the vehicle or in any item of original
7 equipment.”

8 102. In addition to complaint to NHTSA and other online forums, Hyundai
9 knew about the Defect from its own warranty data. Per the TREAD Act, Hyundai
10 tracks customer complaints, vehicle diagnoses, and repairs from dealership
11 technicians in a single, aggregated database. Hyundai employs persons who
12 monitor the database for repair trends, and engineering and management staff
13 review such trends in regular meetings. For every one complaint filed with
14 NHTSA, Hyundai likely receives hundreds or thousands of related warranty
15 claims. Accordingly, Hyundai has likely received thousands of Defect warranty
16 claims from the start of production.

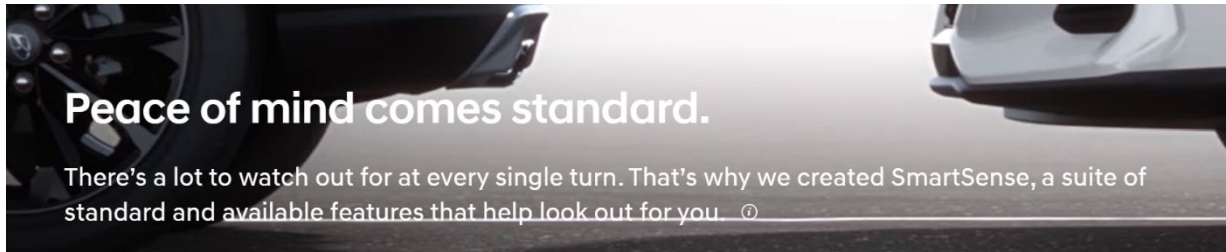
17 103. Based on pre-production testing, pre-production design failure mode
18 analysis, production design failure mode analyses, early consumer complaints
19 made to Hyundai’s network of exclusive dealers, aggregate warranty data
20 compiled from those dealers, repair order and parts data received from the dealers,
21 consumer complaints to NHTSA, public consumer complaints made online, and
22 the testing performed in response to the consumer complaints, Hyundai knows the
23 Defect is present in all Class Vehicles, but it has not disclosed the Defect, warned
24 consumers about it, or provided an adequate repair to all Class Vehicles.

25 **C. Hyundai Touts the Safety of Its Vehicles While Concealing the**
26 **Defect**

27 104. Hyundai employed and continues to employ a long term and uniform
28 marketing message that its vehicles are of the utmost safety and dependability and

1 that the Odyssey was engineered to provide safe and dependable transportation to
2 families.

3 105. Hyundai dedicates a page on its website to “safety,” where Hyundai
4 touts the safety features of its vehicles, including the Class Vehicles.¹⁴ A
5 screenshot from the “safety” webpage promises that Hyundai’s technologies are
6 protecting drivers:



11
12 106. Hyundai claims that its safety features, including the FAW, are
13 “Making your drive safer.”¹⁵

14 107. On its “safety” page, Hyundai specifically touts the FAW system,
15 stating: “This safety feature, available on select vehicles, monitors the driver’s
16 attentiveness to the road by detecting eye position using a driver-facing camera. If
17 it determines inattention or drowsiness, it will alert you with an audible tone and
18 a message on the instrument panel reminding you to stay focused on the road
19 ahead. It does not detect and provide an alert in every situation. It is the driver’s
20 responsibility to remain alert at all times.”¹⁶

21 108. At all relevant times, in promotional materials, advertisements, and
22 other representations, Hyundai and its authorized dealers maintained that the Class
23 Vehicles were safe and made no reference to the Defect. Hyundai also engaged in
24 a long-term advertising campaign as a reliable vehicle manufacturer. Plaintiffs and
25

26 ¹⁴ <https://www.hyundaiusa.com/us/en/safety> (last visited Aug. 26, 2026)

27 ¹⁵ *Id.*

28 ¹⁶ *Id.*

1 Class Members, directly, and indirectly, were exposed to, saw or heard such
2 promotional materials and advertisements prior to purchasing or leasing the Class
3 Vehicles and had the reasonable expectation that their Class Vehicle would be
4 safe. Indeed, these misleading representations about the Class Vehicles' safety
5 were material to Plaintiffs' and Class Members' ultimate decision to purchase or
6 lease the Class Vehicles.

7 109. Notwithstanding Hyundai's superior and exclusive knowledge of the
8 Defect, it failed to disclose the Defect to Plaintiffs and Class Members at the time
9 of purchase or lease of the Class Vehicles and made no mention of the Defect in
10 its advertisements, promotional materials, and other representations.

11 110. Hyundai knew or should have known that the Defect was material to
12 owners or lessees of the Class Vehicles and that Plaintiffs and Class Members
13 could not reasonably discover the Defect on their own prior to purchasing or
14 leasing the Class Vehicles.

15 111. Hyundai had and continues to have a duty to fully disclose the true
16 nature of the Defect to Plaintiffs and Class Members, among other reasons,
17 because the Defect poses an unreasonable safety hazard; because Hyundai had and
18 has exclusive knowledge or access to material facts about the Class Vehicles'
19 DDMS that were and are not known to or reasonably discoverable by Plaintiffs
20 and the other members of the Class; and because Hyundai actively concealed the
21 Defect from its customers at the time of purchase or repair and thereafter.

22 112. Specifically, Hyundai (a) failed to disclose, at the time of purchase or
23 repair and thereafter, any and all known material defects or material
24 nonconformities of the Class Vehicles, including the Defect; (b) failed to disclose,
25 at the time of purchase or repair and thereafter, that the Class Vehicles and their
26 DDMS were not in good working order, were defective and prone to failure, and
27 were not fit for their intended purpose; and (c) failed to disclose and actively
28 concealed the fact that the Class Vehicles and their DDMS were defective, despite

1 the fact that Hyundai learned of the Defect before it placed the Class Vehicles in
2 the stream of commerce.

3 113. Hyundai could have made these disclosures through its consumer-
4 facing advertisements, sales brochures, and other marketing materials.
5 Additionally, Hyundai could have informed its dealerships (its chosen agents) of
6 the Defect and had them notify potential purchasers, who are intended third-party
7 beneficiaries, prior to sale.

8 114. The Defect and its associated safety risks were concealed and actively
9 suppressed in order to protect Hyundai's corporate profits from loss of sales,
10 purchase refunds, warranty repairs, adverse publicity, and brand disengagement.
11 Consumers were misled into believing their Class Vehicles had different qualities
12 than what they purchased or leased, and as a result, were deprived of economic
13 value, the benefit of their bargain, and overpaid for their Class Vehicles.

14 **D. Hyundai's Dealers Are Its Agents and Plaintiffs and Class**
15 **Members Are Third Party Beneficiaries**

16 115. Hyundai controls its dealerships and the dealerships act for the benefit
17 of Hyundai.

18 116. Hyundai's authorized dealerships acted as its agents in selling,
19 leasing, and servicing the Class Vehicles. Each dealership agreement requires
20 compliance with Hyundai's sales policies, warranty procedures, and advertising
21 guidelines, and Hyundai exercises substantial control over the manner of sale,
22 financing, and customer interaction. Hyundai trains and certifies dealer personnel,
23 approves all marketing and point-of-sale materials, and retains the right to
24 terminate dealerships that fail to follow its directives.

25 117. Through these dealerships, Hyundai made uniform representations to
26 consumers concerning the safety, reliability, and performance of the Class
27 Vehicles. Hyundai's knowledge of the Defect and its omissions are therefore
28 imputed to its authorized dealers, and the dealers' representations and warranties

are attributable to Hyundai.

118. Plaintiffs and Class Members purchased or leased their Class Vehicles from Hyundai's authorized dealerships or online platforms operating under Hyundai's control. Accordingly, Hyundai is directly liable for, and bound by, its dealers' representations, sales practices, and warranty obligations.

119. Plaintiffs and Class Members are also intended third-party beneficiaries of the express and implied warranties issued by Hyundai, which were made to induce sales and to assure consumers that the Class Vehicles were of merchantable quality, safe, and fit for ordinary use. These warranties were intended to benefit subsequent purchasers and lessees and therefore extend to all Class Members.

CLASS ACTION ALLEGATIONS

120. Plaintiffs bring this action as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of the following Nationwide Class:

All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the United States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

121. Plaintiffs also bring this action, in addition to and alternatively, as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of the following individual statewide classes under the laws of their respective states and multi-state class(es) that include all states with sufficiently similar laws:

California Class: All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in California.

Florida Class: All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in Florida.

New York Class: All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in New York.

122. Excluded from the Classes are Hyundai, its affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for

1 resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify,
2 change, or expand the Class definition.

3 123. Subject to additional information obtained through further
4 investigation and discovery, the foregoing definition of the Classes may be
5 expanded or narrowed by amendment or amended complaint or narrowed at class
6 certification.

7 124. Certification of Plaintiffs' claims for class-wide treatment is
8 appropriate because Plaintiffs can prove the elements of their claims on a class-
9 wide basis using the same evidence as would be used to prove those elements in
10 individual actions alleging the same claim.

11 125. This action has been brought and may be properly maintained on
12 behalf of the Classes proposed herein under Federal Rule of Civil Procedure 23.

13 126. **Numerosity:** The members of the Class are so numerous that their
14 individual joinder is impracticable.

15 127. Plaintiffs are informed and believe that hundreds of thousands of
16 Class Vehicles were sold across the United States.

17 128. The number and identity of Class members can be obtained through
18 business records regularly maintained by Hyundai, its employees and agents and
19 state agencies. Members of the Class can be notified of the pending action by e-
20 mail and mail, supplemented by published notice, if necessary.

21 129. **Commonality and Predominance:** There are questions of law and
22 fact common to the Class. These questions predominate over any questions only
23 affecting individual Class members. The common legal and factual issues include,
24 but are not limited to:

- 25 a. Whether Hyundai engaged in the conduct alleged herein;
26 b. Whether Hyundai designed, advertised, marketed, distributed, leased,
27 sold, or otherwise placed Class Vehicles into the stream of commerce
28 in the United States;

- c. Whether the Class Vehicles contain the Defect;
- d. When Hyundai learned of the Defect;
- e. Whether Hyundai concealed the Defect from Plaintiffs and other Class Members;
- f. Whether Plaintiffs and other Class Members have been harmed by Hyundai's conduct alleged herein; and
- g. Whether Plaintiffs and Class Members are entitled to damages, restitution, restitutionary disgorgement, equitable relief, and/or other relief and the amount to be awarded.

130. **Typicality:** Plaintiffs' claims are typical of the claims of each member of the Class. Plaintiffs, like all other members of the Class, have sustained damages arising from Hyundai's conduct as alleged herein.

131. Plaintiffs and the members of the Class were and are similarly or identically harmed by Hyundai's unlawful, deceptive, unfair, systematic, and pervasive pattern of misconduct.

132. **Adequacy:** Plaintiffs will fairly and adequately represent and protect the interests of the Class members and has retained counsel who are experienced and competent trial lawyers in complex litigation and class action litigation.

133. There are no material conflicts between Plaintiffs' claims and those of the members of the Class that would make class certification inappropriate.

134. Counsel for the Class will vigorously assert the claims of all Class members.

135. **Superiority:** This suit may be maintained as a class action under Federal Rule of Civil Procedure 23(b)(3), because questions of law and fact common to the Class predominate over the questions affecting only individual members of the Class and a class action is superior to other available means for the fair and efficient adjudication of this dispute.

136. The damages suffered by individual Class members are small

1 compared to the burden and expense of individual prosecution of the complex and
2 extensive litigation needed to address Hyundai's conduct.

3 137. Further, it would be virtually impossible for the members of the Class
4 to individually redress effectively the wrongs done to them.

5 138. Even if Class members themselves could afford such individual
6 litigation, the court system could not.

7 139. In addition, individualized litigation increases the delay and expense
8 to all parties and to the court system resulting from complex legal and factual
9 issues of the case.

10 140. Individualized litigation also presents a potential for inconsistent or
11 contradictory judgments. By contrast, the class action device presents far fewer
12 management difficulties; allows the hearing of claims which might otherwise go
13 unaddressed because of the relative expense of bringing individual lawsuits; and
14 provides the benefits of single adjudication, economies of scale, and
15 comprehensive supervision by a single court.

16 141. Plaintiffs contemplate the eventual issuance of notice to the proposed
17 Class members setting forth the subject and nature of the instant action.

18 142. Upon information and belief, Hyundai's own business records and
19 electronic media can be utilized for the contemplated notices. To the extent that
20 any further notice may be required, Plaintiffs would contemplate the use of
21 additional media and/or mailings.

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CLAIMS FOR RELIEF

A. Claims Brought on Behalf of the Nationwide Class

COUNT I

Violation of California’s Unfair Competition Law

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

(Plaintiffs Ledezma and Leone Individually and on behalf of Nationwide Class or, in the alternative, the California Class)

143. Plaintiffs Ledezma and Leone (“Plaintiffs” for purposes of the California Class) incorporate by reference each preceding paragraph as though fully set forth herein.

144. Plaintiffs bring this Count individually and on behalf of the other members of the California Class who purchased or leased Class Vehicles in states with state consumer laws that are similar to California’s Unfair Competition Law (the “UCL”) as applied to the facts of this case,¹⁷ or, in the alternative, on behalf of members of the California Class. The application of California law to the claims of the Nationwide Class is proper and constitutional. Defendant Hyundai has its principal place of business in California, where it maintains its headquarters, and the challenged conduct—including the design and testing of the Class Vehicles, the formulation and dissemination of uniform misrepresentations and omissions, the development of nationwide marketing and warranty policies, and the handling of consumer complaints and corrective-action decisions—emanated from

¹⁷ These states include the following: Florida (Fla. Stat. § 501.201 *et seq.*); Illinois (815 ILCS 505/2, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A *et seq.*); Michigan (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. § 325F.68, *et seq.*); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); New Hampshire (N.H. Rev. Stat. § 358-A:1); New Jersey (N.J. Stat. § 56:9-1, *et seq.*); New York (N.Y. Gen. Bus. Law §§ 349, 350 *et seq.*); Rhode Island (R.I. Gen. L. Ch. 6-13.1); Texas (Tex. Bus. & Com. Code § 17.41, *et seq.*); Washington (Wash. Rev. Code § 19.86010, *et seq.*); and Wisconsin (WIS. STAT. § 100.18, *et seq.*).

Hyundai's California offices. California therefore has a significant aggregation of contacts with each Class member's claims sufficient to satisfy constitutional due process. Further, under California's choice-of-law rules, California law may be applied on a classwide basis because the interests of other states do not materially conflict with California's strong interest in regulating misconduct that originated within its borders. To the extent any material conflict is shown at the class certification stage, Plaintiffs reserve the right to propose subclasses or pursue claims under the laws of individual states as appropriate.

145. The UCL and similar laws in other states, prohibits any "unlawful," "fraudulent" or "unfair" business act or practice and any "unfair, deceptive, untrue or misleading advertising."

146. In the course of conducting business, Hyundai committed "unlawful" business practices by, *inter alia*, omitting material facts concerning the safety of the Class Vehicles, making deceptive representations as set forth more fully herein, and violating Civil Code §§ 1770(a)(5), (7), (9) and (16) under the California Consumers Legal Remedies Act, California Business & Professions Code § 17500, *et seq.*, and the common law, including breach of express warranty, breach of implied warranty of merchantability, and unjust enrichment.

147. Plaintiffs and the California Class reserve the right to allege other violations of law constituting other unlawful business acts or practices as discovery proceeds. Hyundai's unlawful conduct at issue is ongoing and continues to this date.

148. Hyundai's omissions, non-disclosures, acts, and practices as alleged herein constitute "unfair" business acts and practices within the meaning of the UCL, in that Hyundai's conduct was substantially injurious to consumers, offended public policy, and was unethical and unscrupulous. By concealing and misrepresenting material safety facts, Hyundai violated the "unfair" prong of the UCL because its conduct contravenes established public policies embodied in the

1 CLRA, which prohibits deceptive omissions and misrepresentations in consumer
2 transactions, and Section 5 of the FTC Act, which bars unfair or deceptive
3 practices in commerce. These policies collectively reflect a strong legislative
4 determination that consumers must be protected from unsafe, defective, and
5 deceptively marketed products. Plaintiffs reserve the right to identify additional
6 public policy violations as discovery proceeds. While Plaintiffs and the other
7 California Class Members were harmed, Hyundai was unjustly enriched by its
8 violations of consumer protection and unfair competition laws.

9 149. As a result of their reliance on Hyundai's omissions and/or
10 misrepresentations, owners and lessees of the Class Vehicles have suffered injury
11 in fact and have lost money as a result of Hyundai's unfair conduct, including the
12 loss of money, property, and/or value in connection with the purchase or lease of
13 their Class Vehicles.

14 150. Hyundai's above-described wrongful acts and practices also
15 constitute "fraudulent" business acts and practices within the meaning of
16 California Business and Professions Code § 17200 in that the representations and
17 omissions described herein are false, misleading and/or likely to deceive
18 reasonable consumers. Hyundai knew that the Class Vehicles suffered from the
19 Defect, were defectively designed and/or manufactured, and were not suitable for
20 their intended use. In misrepresenting the Class Vehicles and failing to disclose
21 the Defect, Hyundai knowingly and intentionally concealed material facts and
22 breached its duty not to do so. The facts misrepresented, concealed or not disclosed
23 by Hyundai to Plaintiffs and the other California Class Members are material
24 because a reasonable person would have considered safety issues to be important
25 in deciding whether to purchase or lease Hyundai's Class Vehicles, or to pay less
26 for them. Had Plaintiffs and the other California Class Members known that the
27 Class Vehicles suffered from the Defect described herein, they would not have
28 purchased or leased the Class Vehicles or would have paid less for them.

1 151. Hyundai continues to conceal the defective nature of the Class
2 Vehicles and the Defect even after Plaintiffs and the other California Class
3 Members began to report problems. Indeed, Hyundai continues to cover up and
4 conceal the true nature of this systematic problem today. Hyundai's conduct
5 caused and continues to cause substantial injury to Plaintiffs and the other
6 California Class Members.

7 152. Hyundai's unfair or deceptive acts or practices occurred repeatedly in
8 Hyundai's trade or business and were capable of deceiving a substantial portion of
9 the purchasing public.

10 153. As a direct and proximate result of Hyundai's unfair and deceptive
11 practices, Plaintiffs and the other California Class Members have suffered and will
12 continue to suffer actual damages.

13 154. Through its unfair acts and practices, Defendants have improperly
14 obtained money from Plaintiffs and California Class Members. As such, Plaintiffs
15 request that this Court cause Defendants to restore this money to Plaintiffs and all
16 California Class Members, and to enjoin Defendants from continuing to violate
17 the UCL as discussed herein and/or from violating the UCL in the future.
18 Otherwise, Plaintiffs and Class Members may be irreparably harmed and/or denied
19 an effective and complete remedy if such an order is not granted.

20 155. Plaintiffs and the Class lack an adequate legal remedy to address
21 Hyundai's misconduct. Legal damages alone cannot remedy the full extent of the
22 harm because Plaintiffs and Class members continue to own/lease and drive their
23 Class Vehicles and remain exposed to the Defect that Hyundai continues to
24 conceal and refuses to fix, and damages do not prevent Hyundai from continuing
25 to misrepresent and conceal the safety risks associated with the Class Vehicles.
26 Restitution is necessary to restore to Plaintiffs and the California Class the monies
27 wrongfully obtained by Hyundai, and injunctive relief is required to ensure that
28 Hyundai discloses the defect and ceases its unlawful conduct. Additionally, any

1 legal remedy that does exist is not as prompt, certain, or efficient as the equitable
 2 remedies sought, including because the claims giving rise to potential damages are
 3 subject to legal defenses and more stringent elements not applicable under the
 4 UCL, and the scope of actionable misconduct under the unfair prong of the UCL
 5 is broader than other available claims. Even if Plaintiffs prevail and recover legal
 6 damages under certain claims, those remedies may represent recovery for different
 7 harm than that which could be remedied under the UCL. Thus, Plaintiffs may be
 8 entitled to restitution or injunctive relief under the UCL even if legal damages are
 9 unavailable, limited, or directed at different injuries. Plaintiffs plead this claim
 10 separately and in the alternative under Federal Rule of Civil Procedure 8(a)(3),
 11 such that if the Court dismisses or enters judgment against Plaintiff on his damages
 12 claims, she will otherwise lack an adequate remedy at law.

13 **COUNT II**

14 **Violation of California's Consumer Legal Remedies Act**

15 **(Cal. Civil Code § 1750, *et seq.*)**

16 **(Plaintiffs Ledezma and Leone Individually and on behalf of Nationwide**
 17 **Class or, in the alternative, the California Class)**

18 156. Plaintiffs Ledezma and Leone ("Plaintiffs" for purposes of the
 19 California Class) incorporates by reference each preceding paragraph as though
 20 fully set forth herein.

21 157. Plaintiffs bring this Count on behalf of herself and on behalf of the
 22 other members of the Class who purchased or leased Class Vehicles in states with
 23 state consumer laws that are similar to California's Consumers Legal Remedies
 24 Act (the "CLRA") as applied to the facts of this case,¹⁸ or, in the alternative, on
 25

26 ¹⁸ These states include the following: Florida (Fla. Stat. § 501.201 *et seq.*);
 27 Illinois (815 ILCS 505/2, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A *et*
 28 *seq.*); Michigan (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. §
 325F.68, *et seq.*); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); New Hampshire
 (N.H. Rev. Stat. § 358-A:1); New Jersey (N.J. Stat. § 56:9-1, *et seq.*); New York

1 behalf of members of the California Class. The application of California law to the
 2 claims of the Nationwide Class is proper and constitutional. Defendant Hyundai
 3 has its principal place of business in California, where it maintains its
 4 headquarters, and the challenged conduct—including the design and testing of the
 5 Class Vehicles, the formulation and dissemination of uniform misrepresentations
 6 and omissions, the development of nationwide marketing and warranty policies,
 7 and the handling of consumer complaints and corrective-action decisions—
 8 emanated from Hyundai’s California offices. California therefore has a significant
 9 aggregation of contacts with each Class member’s claims sufficient to satisfy
 10 constitutional due process. Further, under California’s choice-of-law rules,
 11 California law may be applied on a classwide basis because the interests of other
 12 states do not materially conflict with California’s strong interest in regulating
 13 misconduct that originated within its borders. To the extent any material conflict
 14 is shown at the class certification stage, Plaintiffs reserve the right to propose
 15 subclasses or pursue claims under the laws of individual states as appropriate.

16 158. Defendants are “persons” as defined by California Civil Code
 17 § 1761(c).

18 159. Plaintiffs and the California Class Members are “consumers” within
 19 the meaning of California Civil Code § 1761(d).

20 160. By failing to disclose and concealing the defective nature of the Class
 21 Vehicles’ safety systems, including the FAW and DDMS, from Plaintiffs and the
 22 other California Class Members, Hyundai violated California Civil Code
 23 § 1770(a), as they represented that the Class Vehicles had characteristics and
 24 benefits that they do not have, represented that the Class Vehicles were of a
 25 particular standard, quality, or grade when they were of another, and advertised
 26

27 (N.Y. Gen. Bus. Law §§ 349, 350 *et seq.*); Rhode Island (R.I. Gen. L. Ch. 6-13.1);
 28 Texas (Tex. Bus. & Com. Code § 17.41, *et seq.*); Washington (Wash. Rev. Code
 § 19.86010, *et seq.*); and Wisconsin (WIS. STAT. § 100.18, *et seq.*).

1 the Class Vehicles with the intent not to sell them as advertised. *See* Cal. Civ. Code
2 §§ 1770(a)(5), (7), (9) and (16).

3 161. Hyundai's unfair and deceptive acts or practices occurred repeatedly
4 in Hyundai's trade or business, were capable of deceiving a substantial portion of
5 the purchasing public and imposed a serious safety risk on the public.

6 162. Hyundai knew that the Class Vehicles suffered from an inherent
7 safety defect, were defectively designed or manufactured, and were not suitable
8 for their intended use.

9 163. Hyundai was under a duty to Plaintiffs and the other California Class
10 Members to disclose the defective nature of the Class Vehicles because: a)
11 Hyundai was in a superior position to know the true state of facts about the safety
12 defect contained in the Class Vehicles; b) Plaintiffs and the other California Class
13 Members could not reasonably have been expected to learn or discover that their
14 Class Vehicles had a dangerous safety defect until after they purchased or leased
15 them; and c) Hyundai knew that Plaintiffs and the other California Class Members
16 could not reasonably have been expected to learn about or discover the Defect.

17 164. By failing to disclose the Defect, Hyundai knowingly and
18 intentionally concealed material facts and breached their duty not to do so.

19 165. The facts concealed or not disclosed by Hyundai to Plaintiffs and the
20 other California Class Members are material because a reasonable consumer
21 would have considered them to be important in deciding whether to purchase the
22 Class Vehicles, or to pay less for them. Had Plaintiffs and the other California
23 Class Members known that the Class Vehicles were defective, they would not have
24 purchased the Class Vehicles or would have paid less for them.

25 166. Plaintiffs and the other California Class Members are reasonable
26 consumers who do not expect that their vehicles will suffer from the Defect. That
27 is the reasonable and objective consumer expectation for vehicles.

28 167. As a result of Hyundai's misconduct, Plaintiffs and the other

1 California Class Members have been harmed and have suffered actual damages in
2 that the Class Vehicles are defective and require repairs or replacement.

3 168. As a direct and proximate result of Hyundai's unfair or deceptive acts
4 or practices, Plaintiffs and the other California Class Members have suffered and
5 will continue to suffer actual damages.

6 169. Pursuant to Cal. Civ. Code § 1782(a), on September 9, 2026, Hyundai
7 was notified in writing by certified mail of the particular violations of Section 1770
8 of the CLRA, which notification demanded that Hyundai rectify the problems
9 associated with the actions detailed above and give notice to all affected consumers
10 of Hyundai's intent to so act. A copy of the letter is attached hereto as **Exhibit B**.

11 170. If Hyundai fails to rectify or agree to rectify the problems associated
12 with the actions detailed above and give notice to all affected consumers within 30
13 days of the date of written notice, pursuant to section 1782 of the CLRA, Plaintiff
14 intends to amend the complaint to seek actual, punitive and statutory damages.

15 171. Plaintiffs seek all available relief under the CLRA for all violations
16 complained of herein.

17 172. Accordingly, Plaintiffs and the other California Class Members seek
18 an order enjoining the acts and practices described above.

19 173. Pursuant to § 1780(d) of the CLRA, attached hereto as **Exhibit C** is
20 the affidavit showing that this action has been commenced in the proper forum.

21 **B. Claims Brought on Behalf of the California Class**

22 **COUNT III**

23 **Breach of Express Warranty**

24 **(U.C.C. § 2-313; Cal. Comm. Code §§ 2313 and 10210)**

25 **(Plaintiffs Ledezma and Leone Individually**

26 **and on behalf of the California Class)**

27 174. Plaintiffs Ledezma and Leone ("Plaintiffs" for purposes of the
28 California Class) incorporates and realleges each preceding paragraph as though

1 fully set forth herein.

2 175. Plaintiffs and the other California Class Members purchased or leased
3 the Class Vehicles from Defendants by and through their authorized agents for
4 retail sale or were otherwise expected to be the eventual purchasers or lessees of
5 the Class Vehicles. At all relevant times, Hyundai was the manufacturer,
6 distributor, warrantor, and/or seller of the Class Vehicles and knew or had reason
7 to know of the particular purpose for which the Class Vehicles were purchased or
8 leased.

9 176. Hyundai is and was at all relevant times a “merchant” and “seller”
10 within the meaning of the Uniform Commercial Code §§ 2-103, 2-104(1) and Cal.
11 Comm. Code §§ 2103(d), 2104 and §§ Cal. Comm. Code §§ 10103(a)(2) and (c).

12 177. With respect to leases, Hyundai is and was at all relevant times a
13 “lessor” within the meaning of the Uniform Commercial Code, § 2A-103(1)(p)
14 and Cal. Comm. Code § 10103.

15 178. The Class Vehicles are and were at all relevant times “goods” within
16 the meaning of the Uniform Commercial Code, § 2-105(a) and Cal. Comm Code
17 § 2105 and § 10103(a)(8).

18 179. In connection with the purchase or lease of each of the Class Vehicles,
19 Hyundai provides warranty coverage for the Class Vehicles under one or more
20 manufacturer’s warranties. Under these warranties, Hyundai promised to repair or
21 replace “any component manufactured or originally installed by Hyundai that is
22 defective in material or factory workmanship, under normal use and maintenance.”

23 180. These affirmations of fact, promises, and undertakings constitute
24 express warranties within the meaning of U.C.C. § 2-313 and Cal. Comm. Code
25 § 2313 and 10210 and became part of the basis of the bargain between Hyundai
26 and Plaintiffs and the other California Class Members.

27 181. Hyundai breached the express warranties because the Class Vehicles
28 were sold and leased with a defective DDMS that causes distracting and constant

1 false alarms and warnings during normal operation of the vehicle and sudden
2 braking and disengagement of the cruise control. Despite its warranties, Hyundai
3 has refused and/or failed to repair the Defect or provide an effective remedy.

4 182. By failing to disclose the Defect and refusing to provide an effective
5 repair, Hyundai deprived Plaintiffs and the California Class Members of the
6 benefit of their bargain and breached the express warranties promising to correct
7 defects in materials or workmanship.

8 183. Plaintiffs and the California Class Members performed all conditions
9 precedent under the contract between the parties.

10 184. As described above, Hyundai was provided pre-suit notice of the
11 Defect, and as such has been afforded a reasonable opportunity to cure their breach
12 of written warranties. Any additional time to do so would be unnecessary and futile
13 because Hyundai has known of and concealed the Defect and, on information and
14 belief, has refused to repair or replace necessary components despite the Defect's
15 existence at the time of sale or lease of the Class Vehicles.

16 185. Hyundai is in privity with Plaintiff and members of the California
17 Class. Plaintiffs and California Class Members, not the dealers, were the intended
18 beneficiaries of the Class Vehicles and the associated written warranties. Hyundai
19 designed and manufactured the Class Vehicles, and created the advertising,
20 marketing, and representations at issue and warranted the Class Vehicles to
21 Plaintiffs and members of the California Class, either directly or through
22 authorized agents. Purchase or lease through authorized dealers is sufficient to
23 create privity because such authorized sellers act as Hyundai's agents for the
24 purpose of the sale and lease of the Class Vehicles.

25 186. Hyundai's breach was willful and knowing. Hyundai knew that the
26 Defect existed at the time of sale but nevertheless continued to sell and lease Class
27 Vehicles while representing them as defect-free.

28 187. As a direct and proximate result of Hyundai's breach of express

1 warranties, Plaintiffs and the other California Class Members have suffered
 2 damages, including the diminished value of their vehicles, out-of-pocket repair
 3 costs, and loss of use.

4 188. Because of Hyundai's breach of express warranty as set forth herein,
 5 Plaintiffs and the other members of the California Class assert, as additional and/or
 6 alternative remedies pursuant to U.C.C. § 2-608 and Cal. Comm. Code §§ 2608
 7 and 10517, revocation of acceptance and restitution of all purchase or lease
 8 payments, together with incidental and consequential damages as permitted by
 9 law.

10 **COUNT IV**

11 **Breach of Implied Warranty**

12 **(U.C.C. § 2-314, Cal. Comm. Code §§ 2314 and 10212)**

13 **(Plaintiffs Ledezma and Leone Individually**

14 **and on behalf of the California Class)**

15 189. Plaintiffs Ledezma and Leone ("Plaintiffs" for purposes of the
 16 California Class) incorporates and realleges each preceding paragraph as though
 17 fully set forth herein.

18 190. Plaintiffs and the other California Class Members purchased or leased
 19 the Class Vehicles from Hyundai by and through its authorized agents for retail
 20 sales. At all relevant times, Hyundai was the manufacturer, distributor, warrantor,
 21 and/or seller of Class Vehicles. Hyundai knew or had reason to know of the
 22 specific use for which the Class Vehicles were purchased or leased.

23 191. Hyundai is and was at all relevant times a "merchant" and "seller"
 24 within the meaning of the Uniform Commercial Code, §§ 2-103, 2-104(1) and Cal.
 25 Comm. Code §§ 2103(d), 2104 and §§ Cal. Comm. Code §§ 10103(a)(2) and (c).

26 192. With respect to leases, Hyundai is and was at all relevant times a
 27 "lessor" within the meaning of the Uniform Commercial Code, § 2A-103(1)(p)
 28 and Cal. Comm. Code § 10103.

1 193. The Class Vehicles are and were at all relevant times “goods” within
2 the meaning of the Uniform Commercial Code, § 2-105(a) and Cal. Comm Code
3 § 2105 and § 10103(a)(8).

4 194. Under Uniform Commercial Code § 2-314 and Cal. Comm. Code
5 §§ 2314 and 10212, every sale of consumer goods carries with it an implied
6 warranty that the goods are merchantable and fit for the ordinary purposes for
7 which such goods are used, including safe transportation.

8 195. Hyundai impliedly warranted that the Class Vehicles were of
9 merchantable quality and fit for the ordinary purposes for which vehicles are used,
10 would pass without objection in the trade, and would conform to the promises or
11 affirmations made on their labels, marketing and warranties.

12 196. In fact, the Class Vehicles were sold and leased with a defective
13 DDMS that causes repeated and distracting false warnings and sudden braking
14 during normal operation of the vehicle. Because of this Defect, the Class Vehicles
15 were not of merchantable quality, were unfit for their ordinary purpose, and failed
16 to conform to the promises and affirmations made by Defendants.

17 197. The Defect substantially impairs the use, value, and safety of the
18 Class Vehicles. As such, the vehicles would not pass without objection in the trade
19 and would not be accepted by a reasonable consumer if the Defect were disclosed.

20 198. At the time of sale or lease, Hyundai knew or should have known that
21 the Class Vehicles were defective and not in merchantable condition, yet they
22 failed to disclose the defect and refused to provide a permanent or adequate repair.

23 199. Plaintiffs and the California Class Members performed all conditions
24 precedent under the contract between the parties.

25 200. Hyundai is in privity with Plaintiffs and the California Class
26 Members because the retail transactions were made pursuant to Hyundai’s express
27 and implied warranties. Plaintiffs and the California Class Members were the
28 intended beneficiaries of those transactions and of the implied warranties arising

1 therefrom.

2 201. As described above, Hyundai was provided pre-suit notice of the
3 Defect, and as such has been afforded a reasonable opportunity to cure their breach
4 of written warranties. Any additional time to do so would be unnecessary and futile
5 because Hyundai has known of and concealed the Defect and, on information and
6 belief, has refused to repair or replace the necessary components free of charge
7 despite the Defect's existence at the time of sale or lease of the Class Vehicles.

8 202. Hyundai's breach of implied warranty affected all Class Vehicles
9 uniformly and constitutes a continuing course of conduct.

10 203. As a direct and proximate result of Hyundai's breach of implied
11 warranty, Plaintiffs and the California Class Members have suffered damages,
12 including the difference in value between the vehicles as delivered and as
13 warranted, incidental and consequential damages, and diminution in resale value.

14 **COUNT V**

15 **Unjust Enrichment**

16 **(Plaintiffs Ledezma and Leone Individually** 17 **and on behalf of the California Class)**

18 204. Plaintiffs Ledezma and Leone ("Plaintiffs" for purposes of the
19 California Class) incorporates and realleges each preceding paragraph as though
20 fully set forth herein.

21 205. Plaintiffs and the other members of the California Class conferred a
22 benefit on Hyundai by leasing or purchasing the Class Vehicles. Hyundai was and
23 should have been reasonably expected to provide Class Vehicles free from the
24 Defect.

25 206. Hyundai unjustly profited from the lease and sale of the Class
26 Vehicles at inflated prices as a result of their false representations, omissions, and
27 concealment of the Defect in the Class Vehicles.

28 207. As a proximate result of Hyundai's false representations, omissions,

1 and concealment of the Defect in the Class Vehicles, and as a result of Hyundai's
 2 ill-gotten gains, benefits and profits, Hyundai has been unjustly enriched at the
 3 expense of Plaintiffs and the other California Class Members. It would be
 4 inequitable for Hyundai to retain their ill-gotten profits without paying the value
 5 thereof to Plaintiff and the other California Class Members.

6 208. There is a direct relationship between Hyundai on the one hand,
 7 Plaintiffs and the other California Class Members on the other, sufficient to
 8 support a claim for unjust enrichment. Hyundai failed to disclose the Defect to
 9 increase retail sales, which in turn increased wholesale sales. Conversely, Hyundai
 10 knew that disclosure of the Defect would suppress retail and wholesale sales of the
 11 Class Vehicles, suppress leasing of the Class Vehicles, and would negatively
 12 impact the reputation of Hyundai's brand among Plaintiffs and the other California
 13 Class Members. Hyundai also knew its concealment and suppression of the Defect
 14 would discourage Plaintiffs and the other California Class Members from seeking
 15 replacement or repair concerning the Defect, thereby increasing profits and/or
 16 avoiding the cost of such replacement or repairs.

17 209. Plaintiffs and the other California Class Members are entitled to
 18 restitution of the amount of Hyundai's ill-gotten gains, benefits and profits,
 19 including interest, resulting from their unlawful, unjust and inequitable conduct.

20 **C. Claims Brought on Behalf of the Florida Class**

21 **COUNT VI**

22 **Violation of the Florida Deceptive and Unfair Trade Practice Act**

23 **(Fla. Stat. §§ 501.201, *et seq.*)**

24 **(Plaintiff Toye Individually and on behalf of the Florida Class)**

25 210. Plaintiff Toye ("Plaintiff" for purposes of the Florida Class)
 26 incorporates by reference each allegation as if fully set forth herein.

27 211. Plaintiff brings this action pursuant to the Florida Deceptive and
 28 Unfair Trade Practices, Act, Fla. Stat. §§ 501.201, *et seq.* ("FDUPTA"). The stated

1 purpose of FDUPTA is to “protect the consuming public . . . from those who
2 engage in unfair methods of competition, or unconscionable, deceptive, or unfair
3 acts or practices in the conduct of any trade or commerce.” Fla Stat. § 501.202(2).

4 212. Plaintiff and the other Florida Class Members are consumers as
5 defined by Fla. Stat. § 501.203. The Class Vehicles are goods within the meaning
6 of FDUPTA. Hyundai engaged in trade or commerce within the meaning of
7 FDUPTA.

8 213. Florida Statute § 501.204(1) declares unlawful “[u]nfair methods of
9 competition, unconscionable acts or practices, and unfair or deceptive acts or
10 practices in the conduct of any trade or commerce.” FDUPTA also prohibits false
11 and misleading advertising.

12 214. Hyundai has violated FDUPTA by engaging inn the unfair and
13 deceptive practices described herein which offend public policies and are immoral,
14 unethical, unscrupulous, and substantially injurious to consumers.

15 215. Plaintiff and other members of the Florida Class have been aggrieved
16 by Hyundai’s unfair and deceptive acts and practices because they paid for Class
17 Vehicles that had a safety defect.

18 216. The harm suffered by Plaintiff and other Florida Class Members were
19 directly and proximately caused by the deceptive, misleading and unfair practices
20 of Hyundai, as described herein.

21 217. Pursuant to Fla. Stat. § 501.211(1), Plaintiff and Florida Class
22 Members seek restitution, disgorgement, and damages.

23 218. Additionally, pursuant to Fla. Stat. §§ 501.211(2) and 501.2105,
24 Plaintiff and Florida Class Members seek damages, attorneys’ fees, and costs.

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COUNT VII

Breach of Express Warranty

(Fla. Stat. §§ 672.313 and 680.21)

(Plaintiff Toye Individually and on behalf of the Florida Class)

219. Plaintiff Toye (“Plaintiff” for purposes of the Florida Class) incorporates by reference each allegation as if fully set forth herein.

220. Hyundai is and was at all relevant times a “merchant” with respect to motor vehicles under Fla. Stat. § 672.104 and is a “seller” of motor vehicles under § 672.103.

221. With respect to leases, Hyundai is and was all relevant times a “lessor” of motor vehicles under Fla. Stat. § 680.1031.

222. The Class Vehicles are and were at all relevant times “goods” within the meaning of Fla. Stat. § 672. 105 and § 680.1031.

223. In its New Vehicle Limited Warranty, Honda expressly warranted that it would repair or replace “any component manufactured or originally installed by Hyundai that is defective in material or factory workmanship, under normal use and maintenance.”

224. Hyundai’s New Vehicle Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Florida Class members purchased or leased their Class Vehicles with the Defect.

225. Honda breached the express warranty to repair parts defective in material or workmanship by failing to repair the Defect.

226. Hyundai has not repaired, and has been unable to repair, the Defect in Plaintiff’s Class Vehicle or the Class Vehicles of the other Florida Class Members.

227. Hyundai was provided notice of the Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal testing.

1 228. The New Vehicle Limited Warranty fails in its essential purpose
2 because the contractual remedy of repair/replacement is insufficient to make
3 Plaintiff and the other Florida Class Members whole and because Hyundai has
4 failed and/or has refused to adequately provide the promised remedies within a
5 reasonable time.

6 229. Accordingly, recovery by Plaintiff and the other Florida Class
7 Members is not limited to the limited warranty of repair/replacement, and Plaintiff,
8 individually and on behalf of the other Florida Class Members, seek all remedies
9 as allowed by law.

10 230. Also, as alleged in more detail herein, at the time that Hyundai
11 warranted and sold the Class Vehicles it knew that the Class Vehicles did not
12 conform to the warranty and were inherently defective, and Hyundai improperly
13 concealed material facts regarding its Class Vehicles. Plaintiff and the other
14 Florida Class Members were, therefore, induced to purchase or lease the Class
15 Vehicles under false pretenses.

16 231. Moreover, much of the damage flowing from the Class Vehicles
17 cannot be resolved through the limited remedy of repairs, as those incidental and
18 consequential damages have already been suffered due to Hyundai's improper
19 conduct as alleged herein, and due to its failure and/or continued failure to provide
20 such limited remedy within a reasonable time, and any limitation on Plaintiff's and
21 the other Florida Class Members' remedies would be insufficient to make Plaintiff
22 and the other Florida Class Members whole.

23 232. As a direct and proximate result of Hyundai's breach of express
24 warranty, Plaintiff and the other Florida Class Members have been damaged in an
25 amount to be determined at trial.

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COUNT VIII

Breach of Implied Warranty

(Fla. Stat. §§ 672.101, *et seq.*)

(Plaintiff Toye Individually and on behalf of the Florida Class)

233. Plaintiff Toye (“Plaintiff” for purposes of the Florida Class) incorporates by reference each allegation as if fully set forth herein.

234. Hyundai is a merchant with respect to the Class Vehicles, as that term is used in Fla. Stat. § 672.104.

235. The Class Vehicles are goods as that term is used in Fla. Stat. § 672.105.

236. Plaintiff and Florida Class members are buyers as that term is used in Fla. Stat. § 672.103, and Hyundai is a seller as that term is used in Fla. Stat. § 672.103.

237. The Class Vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose for which cars are used.

238. Hyundai sold and leased the Class Vehicles as safe automobiles that would function as reasonably expected by consumers and in accordance with industry standards. Such expectations formed the basis of the bargain in Plaintiff’s and Class Members’ decisions to purchase the Class Vehicles.

239. There is privity because Plaintiff and other Florida Class Members purchased the Class Vehicles from Hyundai, or through Hyundai’s authorized agents for retail sales. Upon information and belief, Hyundai controlled the marketing and sale of the Class Vehicles, Hyundai set the MSRP and controlled any dealership incentives which may have been available, the dealership executed the purchase agreement on behalf of Hyundai, the dealership acted as Hyundai’s agent in connection with the sale, and the dealership bound Hyundai to contractual obligations with the sale of the Class Vehicles. At all relevant times, Hyundai was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles.

1 240. Hyundai knew or had reason to know of the specific use for which
2 the Class Vehicles were purchased.

3 241. Because of the Defect, the Class Vehicles were not in merchantable
4 condition when sold and are not fit for the ordinary purpose of providing safe
5 transportation.

6 242. Hyundai knew about the Defect in the Class Vehicles, allowing
7 Hyundai to cure their breach of warranty if it chose to do so.

8 243. The New Vehicle Limited Warranty fails in its essential purpose
9 because the contractual remedy of repair/replacement is insufficient to make
10 Plaintiff and the other Florida Class Members whole and because Hyundai has
11 failed and/or has refused to adequately provide the promised remedies within a
12 reasonable time. Accordingly, the implied warranty of merchantability is not
13 limited to the Limited Warranty period.

14 244. Hyundai has actual knowledge of the Defect as alleged herein,
15 satisfying any notice requirement. Moreover, due to Hyundai's failure to remedy
16 the Defect, any notice requirement is futile.

17 245. Plaintiff and Florida Class Members have complied with all
18 obligations under the warranty, or otherwise have been excused from performance
19 of said obligations as a result of Hyundai's conduct described herein. Affording
20 Hyundai a reasonable opportunity to cure the breach of written warranties
21 therefore would be unnecessary and futile.

22 246. Hyundai was provided notice of these issues by numerous complaints
23 filed against it, internal investigations, postings on websites, and other sources.

24 247. As a direct and proximate result of Hyundai's breach of the implied
25 warranty of merchantability, Plaintiff and the Florida Class have been damaged in
26 an amount to be proven at trial.

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COUNT IX

Unjust Enrichment

(Plaintiff Toye Individually and on behalf of the Florida Class)

248. Plaintiff Toye (“Plaintiff” for purposes of the Florida Class) incorporates by reference each allegation as if fully set forth herein.

249. Plaintiff and the other members of the Florida Class conferred a benefit on Hyundai by leasing or purchasing the Class Vehicles. Hyundai was and should have been reasonably expected to provide Class Vehicles free from the Defect.

250. Hyundai unjustly profited from the lease and sale of the Class Vehicles at inflated prices as a result of their misrepresentations, omissions, and concealment of the Defect in the Class Vehicles.

251. As a proximate result of Hyundai’s false representations, omissions, and concealment of the Defect in the Class Vehicles, and as a result of Hyundai’s ill-gotten gains, benefits and profits, Hyundai has been unjustly enriched at the expense of Plaintiff and the other Florida Class Members. It would be inequitable for Hyundai to retain their ill-gotten profits without paying the value thereof to Plaintiff and the other Florida Class Members.

252. There is a direct relationship between Hyundai on the one hand, and Plaintiff and the other Florida Class Members on the other, sufficient to support a claim for unjust enrichment. Hyundai failed to disclose the Defect to improve retail sales, which in turn improved wholesale sales. Conversely, Hyundai knew that disclosure of the Defect would suppress retail and wholesale sales of the Class Vehicles, suppress leasing of the Class Vehicles, and would negatively impact the reputation of Hyundai’s brand among Plaintiff and the other Florida Class Members. Hyundai also knew its concealment and suppression of the Defect would discourage Plaintiff and the other Florida Class Members from seeking replacement or repair concerning the Defect, thereby increasing profits and/or

1 avoiding the cost of such replacement or repairs.

2 253. Plaintiff and the other Florida Class Members are entitled to
3 restitution of the amount of Hyundai's ill-gotten gains, benefits and profits,
4 including interest, resulting from their unlawful, unjust and inequitable conduct.

5 **D. Claims Brought on Behalf of the New York Class**

6 **COUNT X**

7 **Violation of New York General Business Law §§ 349 and 350**

8 **(Plaintiff Weisbrot Individually and on behalf of the New York Class)**

9 254. Plaintiff Weisbrot ("Plaintiff" for purposes of the New York Class)
10 incorporates by reference each allegation as if fully set forth herein.

11 255. New York General Business Law ("NYGBL") § 349 prohibits
12 "[u]nfair, deceptive, or abusive acts or practices in the conduct of any business,
13 trade or commerce or in the furnishing of any service" in the State.

14 256. NYGBL § 350 prohibits "[f]alse advertising in the conduct of any
15 business, trade or commerce or in the furnishing of any service."

16 257. False advertising includes "advertising, including labeling, of a
17 commodity . . . if such advertising is misleading in a material respect," taking into
18 account "the extent to which the advertising fails to reveal facts material in light
19 of such representations [made] with respect to the commodity" NYGBL § 350-
20 A.1. By falsely marketing the characteristics of the Class Vehicles, and failing to
21 reveal the Defect, Hyundai violated NYGBL § 350.

22 258. Hyundai's unfair and deceptive acts or practices occurred repeatedly
23 in Hyundai's trade or business, were capable of deceiving a substantial portion of
24 the purchasing public and imposed a serious safety risk on the public.

25 259. Hyundai knew that the Class Vehicles' DDMS suffered from an
26 inherent defect, were defectively designed or manufactured, and were not suitable
27 for their intended use.

28 260. Hyundai intended for Plaintiff and New York Class Members to rely

1 on Hyundai's omissions regarding the Defect.

2 261. Plaintiff and New York Class Members justifiably acted or relied to
3 their detriment upon Hyundai's omissions of fact concerning the above-described
4 Defect, as evidenced by Plaintiff's and New York Class Members' purchases and
5 leases of Class Vehicles.

6 262. Hyundai was under a duty to Plaintiff and the other New York Class
7 Members to disclose the defective nature of the Class Vehicles' DDMS because:
8 a) Hyundai was in a superior position to know the true state of facts about the
9 safety defect contained in the Class Vehicles; b) Plaintiff and the other New York
10 Class Members could not reasonably have been expected to learn or discover that
11 their DDMS has a dangerous safety defect until after they purchased the Class
12 Vehicles; and c) Hyundai knew that Plaintiff and the other New York Class
13 Members could not reasonably have been expected to learn about or discover the
14 Defect.

15 263. By failing to disclose the Defect, Hyundai knowingly and
16 intentionally concealed material facts and breached their duty not to do so.

17 264. The facts concealed or not disclosed by Hyundai to Plaintiff and the
18 other New York Class Members are material because a reasonable consumer
19 would have considered them to be important in deciding whether to purchase the
20 Class Vehicles, or to pay less for them. Had Plaintiff and the other New York Class
21 Members known that the Class Vehicles' DDMS is defective, they would not have
22 purchased the Class Vehicles or would have paid less for them.

23 265. Plaintiff and the other New York Class Members are reasonable
24 consumers who do not expect that their vehicles will suffer from the Defect. That
25 is the reasonable and objective consumer expectation for vehicles.

26 266. Hyundai's omissions have deceived Plaintiff, and those same
27 business practices have deceived or are likely to deceive members of the
28 consuming public and the other members of the New York Class.

1 271. Hyundai is and was at all relevant times a “merchant” and “seller”
2 within the meaning of N.Y. U.C.C. §§ 2-104(1) and 2-103(1)(d) and N.Y. U.C.C.
3 § 2-A-103(1)(t) and (3).

4 272. With respect to leases, Defendants are and were at all relevant times
5 “lessors” within the meaning of N.Y. U.C.C. § 2-A-103(1)(p).

6 273. The Class Vehicles are and were at all relevant times “goods” within
7 the meaning of N.Y. U.C.C. §§ 2-105(1) and 2-A-103(1)(h).

8 274. In connection with the purchase or lease of each of the Class Vehicles,
9 Hyundai provides warranty coverage for the Class Vehicles under one or more
10 manufacturer’s warranties. Under these warranties, Hyundai promised to repair or
11 replace defective systems and their components free of charge if they failed due to
12 defects in materials or workmanship.

13 275. These affirmations of fact, promises, and undertakings constitute
14 express warranties within the meaning of N.Y. U.C.C. §§ 2-313 and 2-A-210 and
15 became part of the basis of the bargain between Hyundai and Plaintiff and the other
16 New York Class Members.

17 276. Hyundai breached the express warranties because the Class Vehicles
18 were sold and leased with defective DDMS in-cabin cameras that cause constant
19 and distracting alarms and alerts, sudden braking, and loss of use of systems.
20 Despite its warranties, Hyundai has refused and/or failed to repair the Defect or
21 provide an effective remedy.

22 277. By failing to disclose the Defect and refusing to provide an effective
23 repair, Hyundai deprived Plaintiff and the New York Class Members of the benefit
24 of their bargain and breached the express warranties promising to correct defects
25 in materials or workmanship.

26 278. Plaintiff and the New York Class Members performed all conditions
27 precedent under the contract between the parties.

28 279. As described above, Hyundai was provided pre-suit notice of the

1 Defect, and as such have been afforded a reasonable opportunity to cure their
2 breach of written warranties. Any additional time to do so would be unnecessary
3 and futile because Hyundai has known of and concealed the Defect and, on
4 information and belief, has refused to repair or replace necessary components
5 despite the Defect's existence at the time of sale or lease of the Class Vehicles.

6 280. Alternatively, Plaintiff and New York Class Members were excused
7 from providing Hyundai with notice and an opportunity to cure the breach of
8 warranty because it would have been futile. Hyundai still has not provided an
9 adequate remedy to address the Defect.

10 281. Hyundai is in privity with Plaintiff and members of the New York
11 Class. Plaintiff and New York Class Members, not the dealers, were the intended
12 beneficiaries of the Class Vehicles and the associated written warranties. Hyundai
13 designed and manufactured the Class Vehicles, and created the advertising,
14 marketing, and representations at issue and warranted the Class Vehicles to
15 Plaintiff and members of the New York Class, either directly or through authorized
16 agents. Purchase or lease through authorized dealers is sufficient to create privity
17 because such authorized sellers act as Hyundai's agents for the purpose of the sale
18 and lease of the Class Vehicles.

19 282. Hyundai's breach was willful and knowing. Hyundai knew that the
20 Defect existed at the time of sale and that their purported repairs were ineffective
21 but nevertheless continued to sell and lease Class Vehicles while representing
22 them as defect-free.

23 283. As a direct and proximate result of Hyundai's breach of express
24 warranties, Plaintiff and the other New York Class Members have suffered
25 damages, including the diminished value of their vehicles, out-of-pocket repair
26 costs, and loss of use.

27 284. Because of Hyundai's breach of express warranty as set forth herein,
28 Plaintiff and the other members of the New York Class assert, as additional and/or

1 alternative remedies pursuant to N.Y. U.C.C. §§ 2-608 and 2-A-517, revocation of
 2 acceptance and restitution of all purchase or lease payments, together with
 3 incidental and consequential damages as permitted by law.

4 **COUNT XII**

5 **Breach of Implied Warranty of Merchantability**

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

7 **(Plaintiff Weisbrot Individually and on behalf of the New York Class)**

8 285. Plaintiff Weisbrot (“Plaintiff” for purposes of the New York Class)
 9 incorporates by reference each allegation as if fully set forth herein.

10 286. Plaintiff and the other New York Class Members purchased or leased
 11 the Class Vehicles from Hyundai by and through its authorized agents for retail
 12 sales or were otherwise expected to be the eventual purchasers of the Class
 13 Vehicles when bought from a third party. At all relevant times, Hyundai was the
 14 manufacturer, distributor, warrantor, and/or seller of Class Vehicles. Hyundai
 15 knew or had reason to know of the specific use for which the Class Vehicles were
 16 purchased or leased.

17 287. Hyundai is and was at all relevant times a “merchant” and “seller”
 18 within the meaning of N.Y. U.C.C. §§ 2-104(1) and 2-103(1)(d) and N.Y. U.C.C.
 19 § 2-A-103(1)(t) and (3).

20 288. With respect to leases, Defendants are and were at all relevant times
 21 “lessors” within the meaning of N.Y. U.C.C. § 2-A-103(1)(p).

22 289. The Class Vehicles are and were at all relevant times “goods” within
 23 the meaning of N.Y. U.C.C. §§ 2-105(1) and 2-A-103(1)(h).

24 290. Under N.Y. U.C.C. §§ 2-314 and 2-A-212, every sale of consumer
 25 goods carries with it an implied warranty that the goods are merchantable and fit
 26 for the ordinary purposes for which such goods are used, including safe and
 27 reliable transportation.

28 291. Hyundai impliedly warranted that the Class Vehicles were of

1 merchantable quality and fit for the ordinary purposes for which vehicles are used,
2 would pass without objection in the trade, and would conform to the promises or
3 affirmations made on their labels, marketing and warranties.

4 292. The Class Vehicles, when sold and at all times thereafter, were not
5 merchantable and are not fit for the ordinary purpose for which cars are used.

6 293. In fact, the Class Vehicles were sold and leased with defective DDMS
7 in-cabin cameras that cause constant and distracting alarms and warnings while
8 the vehicle is in operation, making the vehicle unsafe. Because of this Defect, the
9 Class Vehicles were not of merchantable quality, were unfit for their ordinary
10 purpose, and failed to conform to the promises and affirmations made by
11 Defendants.

12 294. Hyundai knew or had reason to know that Plaintiff and New York
13 Class Members would use, consume, or be affected by the Class Vehicles.

14 295. Because of the Defect, the Class Vehicles were not in merchantable
15 condition when sold and are not fit for the ordinary purpose of providing safe and
16 reliable transportation.

17 296. The Defect substantially impairs the use, value, and safety of the
18 Class Vehicles. As such, the vehicles would not pass without objection in the trade
19 and would not be accepted by a reasonable consumer if the Defect were disclosed.

20 297. At the time of sale or lease, Hyundai knew or should have known that
21 the Class Vehicles were defective and not in merchantable condition, yet they
22 failed to disclose the defect and refused to provide a permanent or adequate repair.

23 298. Plaintiff and the New York Class Members performed all conditions
24 precedent under the contract between the parties.

25 299. Hyundai is in privity with Plaintiff and the New York Class Members
26 because Hyundai and its authorized dealers were part of a single distributive chain,
27 and the retail transactions were made pursuant to Hyundai's express and implied
28 warranties. Plaintiff and the New York Class Members were the intended

1 beneficiaries of those transactions and of the implied warranties arising therefrom.

2 300. As described above, Hyundai was provided pre-suit notice of the
3 Defect, and as such has been afforded a reasonable opportunity to cure its breach
4 of written warranties. Any additional time to do so would be unnecessary and futile
5 because Hyundai has known of and concealed the Defect and, on information and
6 belief, has refused to repair or replace the necessary components free of charge
7 despite the Defect's existence at the time of sale or lease of the Class Vehicles.

8 301. Hyundai's breach of implied warranty affected all Class Vehicles
9 uniformly and constitutes a continuing course of conduct.

10 302. As a direct and proximate result of Hyundai's breach of implied
11 warranty, Plaintiff and the New York Class Members have suffered damages,
12 including the difference in value between the Class Vehicles as delivered and as
13 warranted, incidental and consequential damages, and diminution in resale value.

14 **COUNT XIII**

15 **Unjust Enrichment**

16 **(Plaintiff Weisbrot Individually and on behalf of the New York Class)**

17 303. Plaintiff Weisbrot ("Plaintiff" for purposes of the New York Class)
18 incorporates by reference each allegation as though fully set forth herein.

19 304. Plaintiff and the other members of the New York Class conferred a
20 benefit on Hyundai by leasing or purchasing the Class Vehicles. Hyundai was and
21 should have been reasonably expected to provide Class Vehicles free from the
22 Defect.

23 305. Plaintiffs and New York Class Members unknowingly conferred a
24 benefit on Hyundai of which Hyundai had knowledge, since Hyundai was aware
25 of but failed to disclose the Defect and misled Plaintiffs and New York Class
26 Members regarding the nature and quality of the subject Class Vehicles while
27 profiting from this deception.

28 306. Hyundai unjustly profited from the lease and sale of the Class

1 Vehicles at inflated prices as a result of their false representations, omissions, and
2 concealment of the Defect in the Class Vehicles.

3 307. As a proximate result of Hyundai's false representations, omissions,
4 and concealment of the Defect in the Class Vehicles, and as a result of Hyundai's
5 ill-gotten gains, benefits and profits, Hyundai has been unjustly enriched at the
6 expense of Plaintiff and the other New York Class Members. It would be
7 inequitable for Hyundai to retain their ill-gotten profits without paying the value
8 thereof to Plaintiff and the other New York Class Members.

9 308. There is a direct relationship between Hyundai on the one hand,
10 Plaintiff and the other New York Class Members on the other, sufficient to support
11 a claim for unjust enrichment. Hyundai failed to disclose the Defect to improve
12 retail sales, which in turn improved wholesale sales. Conversely, Hyundai knew
13 that disclosure of the Defect would suppress retail and wholesale sales of the Class
14 Vehicles, suppress leasing of the Class Vehicles, and would negatively impact the
15 reputation of Hyundai's brand among Plaintiff and the other New York Class
16 Members. Hyundai also knew its concealment and suppression of the Defect
17 would discourage Plaintiffs and the other New York Class Members from seeking
18 replacement or repair concerning the Defect, thereby increasing profits and/or
19 avoiding the cost of such replacement or repairs.

20 309. Plaintiff and the other New York Class Members are entitled to
21 restitution of the amount of Hyundai's ill-gotten gains, benefits and profits,
22 including interest, resulting from their unlawful, unjust and inequitable conduct.

23 310. Plaintiff and the other New York Class Members seek an order
24 requiring Hyundai to disgorge their gains and profits to Plaintiff and the other New
25 York Class Members, together with interest, in a manner to be determined by the
26 Court.

27 **REQUEST FOR RELIEF**

28 WHEREFORE, Plaintiffs, individually and on behalf of the other Class

1 Members, respectfully request that the Court enter judgment in their favor and
2 against Hyundai as follows:

3 A. An order certifying the proposed Classes and designating the named
4 Plaintiffs as the named representatives of the Classes and designating the
5 undersigned as Class Counsel for the Class;

6 B. A declaration that the DDMS in the Class Vehicles is defective;

7 C. A declaration that Hyundai is financially responsible for notifying all
8 Class Members about the defective nature of the Class Vehicles;

9 D. An order enjoining Hyundai to desist from further deceptive
10 distribution, sales, and lease practices with respect to the Class Vehicles and
11 directing Hyundai to permanently, expeditiously, and completely repair the Class
12 Vehicles;

13 E. An award to Plaintiffs and Class Members of restitution and damages,
14 including interest and overpayment and diminution in value damages, in an
15 amount to be proven at trial, as well as other damages available at law;

16 F. An award to Plaintiffs and Class Members for the return of the
17 purchase or lease price of the Class Vehicles, with interest from the time it was
18 paid, the reimbursement of the reasonable expenses occasioned by the sale or
19 lease, and damages;

20 G. A Hyundai-funded program, using transparent, consistent, and
21 reasonable protocols, under which out-of-pocket expenses and damages claims
22 associated with the Defect in Plaintiffs' and Class Members' Class Vehicles, can
23 be made and paid, such that Hyundai, not the Class Members, absorb the losses
24 and expenses fairly traceable to the recall of the vehicles and correction of the
25 defect;

26 H. A declaration that Hyundai must disgorge, for the benefit of Plaintiffs
27 and Class Members, all or part of the ill-gotten profits they received from the sale
28 or lease of the Class Vehicles, or make full restitution to Plaintiffs and Class

Members;

I. An award of attorneys' fees and costs, as allowed by law;

J. An award of pre-judgment and post-judgment interest, as provided by law;

K. Leave to amend this Complaint to conform to the evidence produced at trial; and

L. Such other relief as may be appropriate under the circumstances.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all claims so triable.

Respectfully submitted,

Dated: September 16, 2026

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