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10 **IN THE UNITED STATES DISTRICT COURT**  
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

<p>12 HOUSTON VINCI and JAEHAN KU ) 13 on behalf of themselves and those ) 14 similarly situated, ) 15 ) 16 Plaintiffs. ) 17 ) 18 v. ) 19 ) 20 HYUNDAI MOTOR AMERICA ) 21 AND DOES 1 through 100, ) 22 ) 23 Defendant. )</p>	<p><b>CASE NO. 2:17-cv-04286</b></p> <p><b><u>CLASS ACTION COMPLAINT</u></b></p> <p>(1) Violation of the Magnuson-Moss Warranty Act</p> <p>(2) Violation of California’s Consumer Legal Remedies Act</p> <p>(3) Violation of California’s Unfair Competition Law</p> <p>(4) Violation of California’s False Advertising Law</p> <p>(5) Violation of Implied Warranty of Fitness for a Particular Purpose</p> <p>(6) Violation of Unfair and Deceptive Trade Practices Acts of Various States</p> <p>(7) Fraudulent Concealment; and</p> <p>(8) Unjust Enrichment</p>
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**DEMAND FOR JURY TRIAL**

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25 Plaintiffs Houston Vinci and Jaehan Ku (“Plaintiffs”), on behalf of  
26 themselves and all other persons similarly situated, bring this action against  
27 Defendant Hyundai Motor America and Does 1 through 100 (collectively,  
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1 “Defendant” or “Hyundai”), and allege, upon personal knowledge as to their own  
2 conduct, and upon information and belief as to the conduct of others, as follows:

3 **I. NATURE OF THE ACTION**

4 1. Plaintiffs represent a class of Hyundai Accent and Elantra owners.  
5 The cars were sold with a faulty steering mechanism.

6 2. A defect in Hyundai’s steering mechanism causes the power steering  
7 to stop working suddenly, causing the wheel to lock or become difficult or  
8 impossible to turn at all.

9 3. The faulty steering mechanism is found on at least the following  
10 models: Hyundai Accent (model years 2013-2016) and Hyundai Elantra (model  
11 years 2013-2016), collectively defined as the “Vehicles.”

12 4. Hyundai’s defective steering mechanism severely inhibits drivers’  
13 ability to react to and/or avoid other cars, pedestrians, or obstacles.

14 5. The Vehicles’ steering defects have been the subject of a large  
15 number of consumer complaints.

16 6. Hyundai has long known about the problem but has not notified  
17 consumers. Previous Hyundai models had the same or a similar defect, which  
18 Hyundai was slow to acknowledge.

19 7. In 2016, Hyundai issued a recall concerning a similar defect in 2011  
20 Sonata vehicles. The steering problem was caused by conflicting steering wheel  
21 input data which caused the power steering to turn off.

22 8. Plaintiffs bring this action on behalf of a proposed nationwide class,  
23 as defined herein, of purchasers and lessees of one or more of the Vehicles.  
24 Plaintiffs seek a judgment requiring Hyundai to, among other things, inform all  
25 class members of the steering defect in the Vehicles, to recall and remedy the  
26 defect, and to make appropriate restitution to class members.

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1 **II. JURISDICTION AND VENUE**

2 9. This Court has jurisdiction over this lawsuit pursuant to 28 U.S.C.  
3 §1332(d)(2), because Plaintiffs and Defendant are citizens of different states, there  
4 are more than 100 members of the class and the aggregate amount in controversy  
5 exceeds \$5,000,000, exclusive of attorneys' fees, interest, and costs.

6 10. This Court has jurisdiction over Defendant because it is headquartered  
7 in Fountain Valley, California; has sufficient minimum contacts in California; and  
8 intentionally avails itself of the markets within California through the promotion,  
9 sale, marketing, and distribution of the Vehicles to render the exercise of  
10 jurisdiction by this Court proper and necessary. Moreover, Defendant's wrongful  
11 conduct (as described herein) foreseeably affects consumers in California.

12 11. Pursuant to 28 U.S.C. §1391(b), venue is proper in this District  
13 because Defendant is headquartered in this District.

14 **III. PARTIES**

15 12. Plaintiff Houston Vinci is a citizen of the State of Oregon who resides  
16 in Beaverton, Oregon, and owns one of the Vehicles. She purchased a used 2013  
17 Hyundai Accent in Oregon on or about June 5th of 2015. Plaintiff Vinci reviewed  
18 Defendant's promotional materials and other information prior to her purchase.  
19 The materials and information do not disclose that the Vehicles suffer from the  
20 power steering problem described herein. Had Defendant disclosed the defect,  
21 Plaintiff Vinci would not have purchased her 2013 Hyundai Accent or purchased  
22 the vehicle on those same terms.

23 13. Since Plaintiff Vinci's purchase of the vehicle, she has experienced  
24 repeated problems with the power steering system. She has brought the vehicle  
25 into Defendant's dealerships for an attempted repair, but to date, the dealerships  
26 have been unable to correct the problem with her vehicle.

27 14. On or about January 19, 2016 due to a failure of the steering system,  
28 Plaintiff Vinci was in an accident in Portland, Oregon.

1           15. Plaintiff Jaehan Ku is a resident of Korea, attending school in the  
2 United States on a Student Visa in Oregon. He purchased a new 2014 Hyundai  
3 Elantra from Ron Tonkin Hyundai of Gresham, Oregon, on or about March 11,  
4 2014.

5           16. Plaintiff Ku was involved in an accident on or about May 2016 as a  
6 result of Hyundai's steering defect. Specifically, Ku felt the steering wheel lock up  
7 and the car veered sharply to the left. The brakes failed at the same time and he  
8 was unable to stop before crashing into the Jersey barrier on the side of the  
9 highway.

10           17. Plaintiff Ku, who was a truck driver for two years in the South Korean  
11 army, had installed a camera in his car and captured the defect on camera.

12           18. Defendant Hyundai is a limited liability company organized under the  
13 laws of the State of Delaware with its principal place of business in Fountain  
14 Valley, California. At all relevant times, Defendant took part in designing,  
15 engineering, manufacturing, testing, marketing, supplying, selling, and distributing  
16 the Vehicles in the United States, including California. Defendant also drafted and  
17 printed the owner's manuals that accompanied the Vehicles. Defendant promotes  
18 and markets its products in a continuous manner in the United States of America,  
19 including California.

20           19. The true names and capacities, whether individual, corporate,  
21 associates, or otherwise, of Defendants sued herein as DOES 1 through 100,  
22 inclusive, are currently unknown to Plaintiffs, who therefore sue these Defendants  
23 by such fictitious names.

24           20. All Defendants, including DOE Defendants, were at all relevant times  
25 acting pursuant to a joint enterprise in all respects pertinent hereto, and the acts of  
26 each Defendant are legally attributable to the other Defendants.

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1 **IV. SUBSTANTIVE ALLEGATIONS**

2 21. Defendant designs, develops, manufactures, markets, advertises,  
3 distributes, sells, and leases a wide range of automotive products under the  
4 “Hyundai” brand name, including passenger and commercial vehicles. As such,  
5 Defendant deals in automobiles and holds itself out as having knowledge and skill  
6 in the design and manufacture of automobiles.

7 22. Safe and functional power steering was material to Plaintiffs and  
8 Class members’ decisions to buy or lease the Vehicles.

9 23. A reasonable customer who purchases a vehicle that advertises power  
10 steering as a feature expects that feature to function properly. A reasonable  
11 consumer further expects and assumes that Defendant will not sell vehicles with  
12 known safety defects, and will disclose any such defect to their customers.

13 24. This lawsuit concerns 2013-2016 model year Hyundai Elantra and  
14 Hyundai Accent Vehicles that were factory installed with a faulty steering  
15 mechanism.

16 **A. Consumers Complain About The Steering Defect**

17 25. The database of the National Highway Traffic Safety Administration  
18 (NHTSA) shows there are many detailed consumer complaints about the  
19 inadequate steering mechanisms of the Vehicles. As of June 7, 2017, there were  
20 over 100 such complaints for the Elantra and 10 such complaints for the Accent.  
21 This is an extraordinarily large number. Below are a few such complaints:

22 a. “On the evening of 4/7/2015 I rented a 2015 Hyundai Elantra  
23 from Enterprise. The next evening, 4/8/2015 at about 10:30pm,  
24 I was driving out of the RV park where we were staying. I was  
25 driving about 15 mph and had just driven over a small bridge  
26 that had a very slight bump at the end before the road curved  
27 slightly to the right. As I went over the bump the steering wheel  
28 locked up and I found myself heading straight into the wooden  
wall along the right side of the road. I could not get the steering  
wheel to turn to the left, away from the wall, and crashed  
through it.” (2015 Elantra).

- 1           b.     “While driving the steering will have a slight lock to it that will  
2           be unlocked by over-correcting the wheel. This problem has  
3           been present since the purchase of the vehicle in [M]arch and  
4           was looked at by Hyundai who said that there was no problem  
5           and that what we were feeling was common in an electronic  
6           steering system. In our ignorance we accepted their diagnosis  
7           but the problem has become worse since then, on 5/23/15 as I  
8           was driving the problem was so bad that it felt as if the wheel  
9           had locked up entirely and was pointed in the direction of the  
10          ditch, I corrected the problem but had to use more force than  
11          any previous time and in doing so the car jerked into the  
12          opposite lane, had a vehicle been in the opposite lane I would  
13          have hit them head on.” (2013 Elantra)
- 14          c.     “The steering locks in the center as if there is a catch or  
15          something, what happens is, while driving your trying to keep  
16          center in your lane, as the car will either drift to the left or right,  
17          it will never stay centered.” (2014 Elantra)
- 18          d.     “When vehicle is traveling at highway speeds above 40 mph the  
19          steering sticks at center position.” (2015 Elantra)
- 20          e.     “When driving at highway speeds in a straight line the steering  
21          sticks. As the car drifts in the lane it takes an extreme amount  
22          of pressure to move the steering wheel and then it over corrects.  
23          I have two Elantras and they both have the same problem.”  
24          (2014 Elantra)
- 25          f.     “I have a 2014 Hyundai Elantra which for some reason when  
26          going into a turn on a road or street that has some bumps on it  
27          the car when hitting the bumps chatters sideways. I had filed a  
28          complaint once before on the same problem.” (2014 Elantra)
- g.     “When driving on the highway or a street and encounter a curve  
          in the road, with some bumps in the road, the car just chatters  
          sideways. Sometimes enough to almost go into the other lane.”  
          (2014 Elantra)
- h.     “I turned out of my work parking lot, made a left. My steering  
          became uncontrollable at less than 15 MPH. I have a steady  
          hand. I remained calm. But when I tried to break to prevent a  
          possible collision into anything after the steering seemed to

1 have gone out, I braked harder than normal, but not slammed.  
2 The car jerked uncontrollably as I pressed on the break. It felt  
3 like the breaks were jumping/hitting the ground. On the same  
4 3-5 mile drive home this happened several more times, drove  
5 half the speed limit and still persisted . . . it never shouldn't  
6 have had this not happened at low speed when the first  
7 profound lose of control occurred due to a mechanical issue, not  
8 driver error. And had I not been on alert with my hand  
9 awaiting to use the e-brake after it became very apparent  
10 something was not okay, I undoubtedly would have totaled my  
11 car." (2012-13 Accent)

12 i. "Driving [in] all road conditions, the car drifts left or right and  
13 the steering wheel feels like it hits a stop point and correction  
14 has to be made constantly." (2013 Accent)

15 j. "Purchased the car used in 2015 with less than 30,000 miles  
16 and in less than 6 months the power steering started  
17 malfunctioning regularly. Warning light would come on while  
18 driving and then the next time I'd start the car it'd be okay.  
19 Then the same thing would happen again 3 days later, over and  
20 over again. Terrible." (2014 Accent)

21 k. "The car drifts at speeds over 40 MPH and at 55 MPH on  
22 highway requires constant correction due to steering drifting.  
23 Dealership says that's the electronic steering and that I will get  
24 used to it. The car[] acts as if it has worn steering components.  
25 At higher speed, the steering is sloppy, the car wanders from  
26 side to side." (2016 Accent)

27 **B. Hyundai Fails To Notify The Government And Consumers**

28 26. Upon information and belief, Hyundai and its dealerships were fully  
aware of the defects in its steering mechanism.

27 27. Under federal law, 49 U.S.C. § 30118 (c)(1)-(2), a manufacturer must  
28 notify the Secretary of Transportation (or NHTSA) and owners, purchasers and  
dealers if the manufacturer learns the vehicle contains a defect and if the  
manufacturer decides in good faith that the defect is related to motor vehicle safety  
or decides in good faith that the vehicle or equipment does not comply with an



1 applicable motor vehicle safety standard prescribed under the 49 U.S.C. § 101 *et*  
2 *seq.*

3 28. The safety concerns described herein warrant such notification to the  
4 government and consumers.

5 **V. CLASS ACTION ALLEGATIONS**

6 29. Plaintiffs bring this action as a class action pursuant to Federal Rule of  
7 Civil Procedure 23(a) and 23(b) on behalf of themselves and all others similarly  
8 situated members of the proposed class (the “Class”), defined as: “All current or  
9 former purchasers and lessees of one or more of the Vehicles who purchased or  
10 leased their Vehicles in the United States (other than for purposes of resale or  
11 distribution).”

12 30. **Numerosity.** The members of the proposed Class are so numerous  
13 that their individual joinder is impracticable. The proposed Class likely contains  
14 thousands of members. The true number of Class members can be ascertained  
15 through information and records in Defendant’s possession, custody or control.

16 31. **Existence and Predominance of Common Questions of Law and**  
17 **Fact.** Common questions of law and fact exist as to all members of the Class and  
18 Subclasses, and these issues predominate over any questions affecting only  
19 individual Class members. These common legal and factual questions include, but  
20 are not limited to, the following:

- 21 (a) Whether the Vehicles’ power steering mechanism is defective;
- 22 (b) Whether Defendant designed, advertised, marketed, distributed,  
23 leased, sold, or otherwise placed defectively designed and/or  
24 manufactured Vehicles into the stream of commerce in the  
25 United States;
- 26 (c) Whether Defendant misled Class members about the safety and  
27 quality of the Vehicles;

28



- 1 (d) Whether Defendant actively concealed the defects contained in  
2 the Vehicles;
- 3 (e) Whether the defects would be considered material by a  
4 reasonable consumer;
- 5 (f) Whether Defendant had a duty to disclose the defects to Class  
6 members;
- 7 (g) Whether Defendant's misrepresentations and omissions  
8 regarding the safety and quality of the Vehicles were likely to  
9 deceive Class members in violation of the consumer protection  
10 statutes alleged herein;
- 11 (h) Whether Defendant failed to timely recall the Vehicles;
- 12 (i) Whether Defendant failed to adequately repair the Vehicles;
- 13 (j) Whether Defendant breached the implied warranty of  
14 merchantability with respect to the Vehicles;
- 15 (k) Whether Class members overpaid for their Vehicles as a result  
16 of the defects alleged herein;
- 17 (l) Whether the defects have diminished the value of the Vehicles;  
18 and
- 19 (m) Whether Class members are entitled to equitable relief,  
20 including but not limited to restitution or a preliminary and/or  
21 permanent injunction.

22 32. **Typicality.** Plaintiffs' claims are typical of the claims of the members  
23 of the Class because Plaintiffs and Class members purchased or leased Vehicles  
24 that suffer from a defective steering system as a direct proximate result of the same  
25 wrongful practices that Defendant engaged in.

26 33. **Adequacy of Representation.** Plaintiffs will fairly and adequately  
27 protect the interests of the members of the Class. Plaintiffs have retained counsel  
28 who are highly experienced in complex consumer class action litigation, and

1 Plaintiffs intend to prosecute this action vigorously. Plaintiffs have no adverse or  
2 antagonistic interests to those of the Class.

3       34. **Rule 23(b)(3).** Questions of law and fact common to class members  
4 predominate over any questions affecting only individual members, and a class  
5 action is a superior method for adjudicating this controversy. The monetary  
6 damages or other pecuniary loss suffered by individual Class members is relatively  
7 small compared to the burden and expense that would be entailed by individual  
8 litigation of their claims against the Defendant. It would thus be virtually  
9 impossible for the Class, on an individual basis, to obtain effective redress for the  
10 wrongs done to them. As such, individual consumers do not have a strong interest  
11 in controlling the prosecution of separate actions. Furthermore, even if Class  
12 members could afford such individualized litigation, the court system could not.  
13 Individualized litigation would create the danger of inconsistent or contradictory  
14 judgments arising from the same set of facts. Individualized litigation would also  
15 increase the delay and expense to all parties and the court system from the issues  
16 raised by this action. By contrast, the class action device provides the benefits of  
17 adjudication of these issues in a single proceeding, economies of scale, and  
18 comprehensive supervision by a single court, and presents no unusual management  
19 difficulties under the circumstances here. Plaintiffs know of no other litigation  
20 addressing this issue on a class wide basis.

21       35. **Rule 23(b)(1) and (b)(2).** In the alternative, the Class may also be  
22 certified because:

- 23               (a) the prosecution of separate actions by individual Class  
24 members would create a risk of inconsistent or varying  
25 adjudication with respect to individual Class members that  
26 would establish incompatible standards of conduct for the  
27 Defendant;

28

- 1 (b) Defendant has acted or refused to act on grounds generally  
2 applicable to the Class thereby making appropriate final  
3 declaratory and/or injunctive relief with respect to the members  
4 of the Class as a whole; and/or  
5 (c) Certification of specific issues such as Defendant’s liability is  
6 appropriate.

7 36. The claims asserted herein are applicable to all consumers throughout  
8 the United States who purchased or leased the Vehicles.

9 37. Adequate notice can be given to Class members directly using  
10 information maintained in Defendant’s records or through notice by publication.

11 38. Damages may be calculated from the claims data maintained in  
12 Defendant’s records, so that the cost of administering a recovery for the Class can  
13 be minimized. However, the precise amount of damages available to Plaintiffs and  
14 the other members of the Class is not a barrier to class certification.

15 **FIRST CLAIM FOR RELIEF**  
16 **Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.***  
17 **(Brought on behalf of the Nationwide Class)**

18 39. Plaintiffs reallege and incorporate by reference each preceding  
19 paragraph as though set forth at length herein.

20 40. Plaintiffs are “consumers” within the meaning of the Magnuson-Moss  
21 Warranty Act, 15 U.S.C. § 2301(3).

22 41. Defendant is a “supplier” and “warrantor” within the meaning of the  
23 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

24 42. The Vehicles are “consumer products” within the meaning of the  
25 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

26 43. The amount in controversy of Plaintiffs’ individual claims exceeds the  
27 sum of \$25.

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1 44. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer  
2 who is damaged by the failure of a warrantor to comply with a written or implied  
3 warranty.

4 45. Defendant's express warranties are written warranties within the  
5 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The  
6 Vehicles' implied warranties are covered under 15 U.S.C. § 2301(7).

7 46. Defendant breached these warranties as described in more detail  
8 above, including the common defect of the vehicles that are equipped with  
9 defective steering systems that pose a hazard to occupants of the Vehicles to  
10 crashes, serious injury, and death.

11 47. Plaintiffs and Class members have had sufficient direct dealings with  
12 either Defendant or its agents (including its dealerships) to establish privity of  
13 contract between Defendant, and Plaintiffs and each Class member. Nonetheless,  
14 privity is not required because Plaintiffs and Class members are intended third  
15 party beneficiaries of contracts between Defendant and its dealers, and specifically,  
16 of Defendant's implied warranties. Plaintiffs and Class members are intended to  
17 be the ultimate consumers of the Vehicles and have rights under the warranty  
18 agreements provided with the Vehicles, which are designed for and intended to  
19 benefit the consumer.

20 48. Defendant's breach has directly and proximately caused Plaintiffs and  
21 Class members to suffer damages, including diminution in the value of their  
22 vehicles, in an amount to be proven at trial.

23 **SECOND CLAIM FOR RELIEF**  
24 **Violation of California's Consumer Legal Remedies Act,**  
25 **Cal. Civ. Code § 1750, *et seq.***  
26 **(Brought on behalf of the Nationwide Class)**

27 49. Plaintiffs incorporate by reference each preceding paragraph as  
28 though fully set forth herein.

50. Plaintiffs bring this action on behalf of themselves against Defendant.

1 51. Defendant is a “person” under Cal. Civ. Code § 1761(c).

2 52. Plaintiffs and the nationwide Class are “consumers,” as defined by  
3 Cal. Civ. Code § 1761(d), who purchased or leased one or more Vehicles.

4 53. The California Legal Remedies Act (“CLRA”) prohibits “unfair or  
5 deceptive acts or practices undertaken by any person in a transaction intended to  
6 result or which results in the sale or lease of goods or services to any consumer[.]”  
7 Cal. Civ. Code § 1770(a). Defendant has engaged in unfair or deceptive acts or  
8 practices that violated Cal. Civ. Code § 1750, *et seq.*, as described above.

9 54. Defendant advertised the Class Vehicles with the intent not to sell  
10 them as advertised in violation of § 1770(a)(9).

11 55. In the course of their business, Defendant concealed and suppressed  
12 material facts concerning the Class Vehicles.

13 56. Defendant intentionally and knowingly misrepresented material facts  
14 regarding the Class Vehicles with intent to mislead Plaintiffs and the Class.

15 57. Defendant knew or should have known that its conduct violated the  
16 CLRA.

17 58. Defendant owed Plaintiffs a duty to disclose the illegality and public  
18 health and safety risks of the Class Vehicles because they:

- 19 a. possessed exclusive knowledge that they were manufacturing,  
20 selling, and distributing vehicles throughout the United States  
21 that had a steering defect;  
22 b. intentionally concealed the foregoing from Class members;  
23 and/or

24 59. The value of the Class Vehicles has been diminished.

25 60. Plaintiffs and the Class suffered ascertainable loss and actual damages  
26 as a direct and proximate result of Defendant’s misrepresentations and its  
27 concealment of and failure to disclose material information. Plaintiffs and the  
28 Class members who purchased or leased the Class Vehicles would not have

1 purchased or leased them at all and/or—if the Vehicles’ true nature had been  
2 disclosed and mitigated, and the Vehicles rendered legal to sell—would have paid  
3 significantly less for them. Plaintiffs also suffered diminished value of their  
4 vehicles, as well as lost or diminished use.

5 61. Defendant had an ongoing duty to all Class members to refrain from  
6 unfair and deceptive practices under the CLRA. All owners of Class Vehicles  
7 suffered ascertainable loss in the form of the diminished value of their vehicles as a  
8 result of Defendant’s deceptive and unfair acts and practices.

9 62. Defendant’s violations present a continuing risk to Plaintiffs as well as  
10 to the general public. Defendant’s unlawful acts and practices complained of  
11 herein affect the public interest.

12 63. As a direct and proximate result of Defendant’s violations of the  
13 CLRA, Plaintiffs and the nationwide Class have suffered injury-in-fact and/or  
14 actual damage.

15 64. Plaintiffs sent the required notice letter to Defendant pursuant to Cal.  
16 Civ. Code § 1780(b) more than thirty days ago. Defendant has not provided a  
17 remedy to the class.

18 65. Plaintiffs seek an order enjoining Defendant’s unfair or deceptive acts  
19 or practices, restitution, monetary damages, costs of court, attorneys’ fees under  
20 Cal. Civ. Code § 1780(e), and any other just and proper relief available under the  
21 CLRA.

22 **THIRD CLAIM FOR RELIEF**  
23 **Violation of California Unfair Competition Law,**  
24 **Cal. Bus. & Prof. Code § 17200 *et seq.***  
**(Brought on behalf of the Nationwide Class)**

25 66. Plaintiffs incorporate by reference each preceding paragraph as  
26 though fully set forth herein.

27 67. This claim is brought on behalf of the nationwide Class against  
28 Defendant.

1           68. California Business and Professions Code § 17200 prohibits any  
2 “unlawful, unfair, or fraudulent business act or practices.” Defendant has engaged  
3 in unlawful, fraudulent, and unfair business acts and practices in violation of the  
4 UCL.

5           69. Defendant’s conduct, as described herein, was and is in violation of  
6 the UCL in at least the following ways: by knowingly and intentionally concealing  
7 from Plaintiffs and the other nationwide Class members that the Class Vehicles  
8 suffer from a design defect while obtaining money from Plaintiffs and Class  
9 members.

10           70. Defendant’s misrepresentations and omissions alleged herein caused  
11 Plaintiffs and the other nationwide Class members to make their purchases or  
12 leases of their Class Vehicles.

13           71. Absent those misrepresentations and omissions, Plaintiffs and the  
14 other nationwide Class members would not have purchased or leased these  
15 vehicles or would not have purchased or leased these Class Vehicles at the prices  
16 they paid.

17           72. Accordingly, Plaintiffs and the other nationwide Class members have  
18 suffered injury in fact including lost money or property as a result of Defendant’s  
19 misrepresentations and omissions.

20           73. Plaintiffs seek to enjoin further unlawful, unfair, and/or fraudulent  
21 acts or practices by Defendant under Cal. Bus. & Prof. Code § 17200.

22           74. Plaintiffs request that this Court enter such orders or judgments as  
23 may be necessary to enjoin Defendant from continuing its unfair, unlawful, and/or  
24 deceptive practices and to restore to Plaintiffs and members of the nationwide  
25 Class any money that it acquired by unfair competition including restitution and/or  
26 restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and  
27 Cal. Bus. & Prof. Code § 3345.  
28



**FOURTH CLAIM FOR RELIEF**  
**Violation of California False Advertising Law,**  
**Cal. Bus. & Prof. Code §§ 17500, *et seq.***  
**(Brought on behalf of the Nationwide Class)**

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2  
3  
4       75. Plaintiffs incorporate by reference all preceding allegations as though  
5 fully set forth herein.

6       76. Plaintiffs bring this Count on behalf of the nationwide class against  
7 Defendant.

8       77. California Bus. & Prof. Code § 17500 states: “It is unlawful for any . .  
9 . corporation . . . with intent directly or indirectly to dispose of real or personal  
10 property . . . to induce the public to enter into any obligation relating thereto, to  
11 make or disseminate or cause to be made or disseminated . . . from this state before  
12 the public in any state, in any newspaper or other publication, or any advertising  
13 device, . . . or in any other manner or means whatever, including over the Internet,  
14 any statement . . . which is untrue or misleading, and which is known, or which by  
15 the exercise of reasonable care should be known, to be untrue or misleading.”

16       78. Defendant caused to be made or disseminated through California and  
17 the United States, through advertising, marketing and other publications,  
18 statements that were untrue or misleading, and which were known, or which by the  
19 exercise of reasonable care should have been known to Defendant, to be untrue and  
20 misleading to consumers, including Plaintiffs and the other Class members.

21       79. Defendant has violated § 17500 because the misrepresentations and  
22 omissions regarding the safety, reliability, and functionality of Class Vehicles as  
23 set forth in this Complaint were material and likely to deceive a reasonable  
24 consumer.

25       80. Plaintiffs and the other Class members have suffered an injury in fact,  
26 including the loss of money or property, as a result of Defendant’s unfair,  
27 unlawful, and/or deceptive practices.  
28

1           81. Had Plaintiffs and the other Class members known this, they would  
2 not have purchased or leased their Class Vehicles and/or paid as much for them.  
3 Accordingly, Plaintiffs and the other Class members overpaid for their Class  
4 Vehicles and did not receive the benefit of their bargain.

5           82. All of the wrongful conduct alleged herein occurred, and continues to  
6 occur, in the course of Defendant's business. Defendant's wrongful conduct is part  
7 of a pattern or generalized course of conduct that is still perpetuated and repeated,  
8 both in the State of California and nationwide.

9           83. Plaintiffs, individually and on behalf of the nationwide Class, requests  
10 that this Court enter such orders or judgments as may be necessary to enjoin  
11 Defendant from continuing their unfair, unlawful, and/or deceptive practices and to  
12 restore to Plaintiffs and the nationwide Class members any money that Defendant  
13 acquired by unfair competition, including restitution and/or restitutionary  
14 disgorgement.

15    **FIFTH CLAIM FOR RELIEF**  
16    **Breach of Implied Warranty of Merchantability**  
17    **(Brought on behalf of the Nationwide Class)**

18           84. Plaintiffs reallege and incorporate by reference all allegations of the  
19 preceding paragraphs as though fully set forth herein.

20           85. Plaintiffs bring this Count on behalf of the nationwide Class.

21           86. A warranty that the Class Vehicles were in merchantable condition  
22 and fit for the ordinary purpose for which vehicles are used is implied by law.

23           87. These Class Vehicles, when sold or leased and at all times thereafter,  
24 were not in merchantable condition and are not fit for the ordinary purpose for  
25 which vehicles are used.

26           88. As a direct and proximate result of the Defendant's breach of the  
27 implied warranty of merchantability, Plaintiffs and the other Class members have  
28 been damaged in an amount to be proven at trial.

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**SIXTH CLAIM FOR RELIEF**  
**Breach of Implied Warranty of Fitness for a Particular Purpose**  
**(Brought on behalf of the Nationwide Class)**

89. Plaintiffs reallege and incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

90. Plaintiffs bring this Count on behalf of the nationwide Class.

91. Defendant held themselves out as having knowledge of automobiles.

92. A warranty that the Class Vehicles were fit for the particular purpose of driving safely is implied by law.

93. These Class Vehicles, when sold or leased and at all times thereafter, were not fit for the particular purpose of driving safely.

94. As a direct and proximate result of the Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

**SEVENTH CLAIM FOR RELIEF**  
**Unfair and Deceptive Acts and Practices Under The Various State Laws In**  
**Which Class Members Reside, If The Court Eventually Determines That The**  
**Laws Of A Consumers' Residence Apply To Defendant's Wrongful, Unfair,**  
**And Deceptive Acts**

97. Each of the above allegations is incorporated herein.

98. As the choice of law question cannot be conclusively addressed at this point in the litigation, Plaintiffs state the following alternative causes of action under the laws of the states of residence of Class members, if it is later determined by the Court that the choice of law rules require the application of these state laws.

99. The practices discussed above, including, but not limited to, Hyundai's undisclosed steering defect, all constitute unfair competition or unfair, unconscionable, deceptive, fraudulent, or unlawful acts or business practices in violation of the state consumer protection statutes listed in ¶¶ 100 – 145 below.

1           100. Defendant has engaged in unfair competition or unfair or deceptive  
2 acts or practices in violation of Alaska Statutes § 45.50.471, *et seq.* In particular,  
3 Alaska law provides:

4                   (a) Unfair methods of competition and unfair or deceptive acts or  
5 practices in the conduct of trade or commerce are declared to be  
6 unlawful. (b) The terms “unfair methods of competition” and “unfair  
7 or deceptive acts or practices” include, but are not limited to, the  
8 following acts: . . . (4) representing that goods or services have  
9 sponsorship, approval, characteristics, ingredients, uses, benefits, or  
10 quantities that they do not have . . . ; . . . (6) representing that goods or  
11 services are of a particular standard, quality, or grade, or that goods  
12 are of a particular style or model, if they are of another; . . . (8)  
13 advertising goods or services with intent not to sell them as  
14 advertised; . . . (11) engaging in any other conduct creating a  
15 likelihood of confusion or of misunderstanding and which misleads,  
16 deceives or damages a buyer or a competitor in connection with the  
17 sale or advertisement of goods or services; (12) using or employing  
18 deception, fraud, false pretense, false promise, misrepresentation, or  
19 knowingly concealing, suppressing, or omitting a material fact with  
20 intent that others rely upon the concealment, suppression, or omission  
21 in connection with the sale or advertisement of goods or services  
22 whether or not a person has in fact been misled, deceived or damaged;  
23 . . . (15) knowingly making false or misleading statements concerning  
24 the need for parts, replacement, or repair service . . . .

19 Alaska Stat. § 45.50.471.

20 By engaging in the practices discussed above, including, but not limited to,  
21 Hyundai’s failure to disclose the steering defect, Defendant violated Alaska  
22 Statutes Annotated § 45.50.471.

23           101. Defendant has engaged in unfair competition or unfair or deceptive  
24 acts or practices in violation of Arizona Revised Statutes § 44-1521, *et seq.*  
25 Particularly, Arizona law prohibits “[t]he act, use or employment by any person of  
26 any deception, deceptive act or practice, fraud, false pretense, false promise,  
27 misrepresentation, or concealment, suppression or omission of any material fact  
28 with intent that others rely upon such concealment, suppression or omission, in

1 connection with the sale or advertisement of any merchandise whether or not any  
2 person has in fact been misled, deceived or damaged thereby, is declared to be an  
3 unlawful practice.” Ariz. Rev. Stat. Ann. § 44-1522(A). By engaging in the  
4 practices discussed above, including, but not limited to, Hyundai’s failure to  
5 disclose the steering defect, Defendant violated Arizona Revised Statute Annotated  
6 § 44-1522(A).

7 102. Defendant has engaged in unfair competition or unfair or deceptive  
8 acts or practices in violation of Arkansas Code Annotated § 4-88-101, *et seq.* In  
9 particular, Arkansas law provides:

10 Deceptive and unconscionable trade practices made unlawful and  
11 prohibited by this chapter include, but are not limited to, the  
12 following: (1) Knowingly making a false representation as to the  
13 characteristics, ingredients, uses, benefits, alterations, source,  
14 sponsorship, approval, or certification of goods or services or as to  
15 whether goods are original or new or of a particular standard, quality,  
16 grade, style, or model; . . . (3) Advertising the goods or services with  
the intent not to sell them as advertised; . . . (10) Engaging in any  
other unconscionable, false, or deceptive act or practice in business,  
commerce, or trade. . . .

17 Ark. Code Ann. § 4-88-107.

18 Arkansas law further provides, “[w]hen utilized in connection with the sale or  
19 advertisement of any goods, services, or charitable solicitation, the following shall  
20 be unlawful: (1) The act, use, or employment by any person of any deception,  
21 fraud, or false pretense; or (2) The concealment, suppression, or omission of any  
22 material fact with intent that others rely upon the concealment, suppression, or  
23 omission.” Ark. Code Ann. § 4-88-108. By engaging in the practices discussed  
24 above, including, but not limited to, Hyundai’s failure to disclose the steering  
25 defect, Defendant violated Arkansas Code Annotated §§ 4-88-107, 4-88-108.

26 103. Defendant has engaged in unfair competition or unfair or deceptive  
27 acts or practices or has made false representations in violation of Colorado Revised  
28 Statutes § 6-1-101, *et seq.* In particular, Colorado law provides:

1 A person engages in a deceptive trade practice when, in the course of  
2 such person’s business, vocation, or occupation, such person: . . . (e)  
3 Knowingly makes a false representation as to the characteristics,  
4 ingredients, uses, benefits, alterations, or quantities of goods, food,  
5 services, or property or a false representation as to the sponsorship,  
6 approval, status, affiliation, or connection of a person therewith; . . .  
7 (g) Represents that goods, food, services, or property are of a  
8 particular standard, quality, or grade, or that goods are of a particular  
9 style or model, if he knows or should know that they are of another; . .  
10 . (i) Advertises goods, services, or property with intent not to sell  
11 them as advertised; . . . (u) Fails to disclose material information  
12 concerning goods, services, or property which information was known  
13 at the time of an advertisement or sale if such failure to disclose such  
14 information was intended to induce the consumer to enter into a  
15 transaction . . . .

16 Colo. Rev. Stat. § 6-1-105.

17 By engaging in the practices discussed above, including, but not limited to,  
18 Hyundai’s failure to disclose the steering defect, Defendant has violated Colorado  
19 Revised Statutes § 6-1-105.

20 104. Defendant has engaged in unfair competition or unfair or deceptive  
21 acts or practices in violation of the General Statutes of Connecticut § 42-110a, *et*  
22 *seq.* In particular, Connecticut law provides that “[n]o person shall engage in  
23 unfair methods of competition and unfair or deceptive acts or practices in the  
24 conduct of any trade or commerce.” Conn. Gen. Stat. § 42-110b(a). By engaging  
25 in the practices discussed above, including, but not limited to, Hyundai’s failure to  
26 disclose the steering defect, Defendant has violated the General Statutes of  
27 Connecticut § 42-110b.

28 105. Defendant has engaged in unfair competition or unfair or deceptive  
acts or practices in violation of Delaware Code Annotated Title 6, § 2511, *et seq.*  
In particular, Delaware law provides that “[t]he act, use or employment by any  
person of any deception, fraud, false pretense, false promise, misrepresentation, or  
the concealment, suppression, or omission of any material fact with intent that  
others rely upon such concealment, suppression or omission, in connection with

1 the sale, lease or advertisement of any merchandise, whether or not any person has  
2 in fact been misled, deceived or damaged thereby, is an unlawful practice.” Del.  
3 Code Ann. Tit. 6, § 2513(a). By engaging in the practices discussed above,  
4 including, but not limited to, Hyundai’s failure to disclose the steering defect,  
5 Defendant has violated Delaware Code Annotated Title 6, § 2513(a).

6 106. Defendant has engaged in unfair competition or unfair or deceptive  
7 acts or practices or made false representations in violation of District of Columbia  
8 Code § 28-3901, *et seq.* Particularly, District of Columbia law provides:

9 It shall be a violation of this chapter, whether or not any consumer is  
10 in fact misled, deceived or damaged thereby, for any person to: (a)  
11 represent that goods or services have a source, sponsorship, approval,  
12 certification, accessories, characteristics, ingredients, uses, benefits, or  
13 quantities that they do not have; . . . (d) represent that goods or  
14 services are of particular standard, quality, grade, style, or model, if in  
15 fact they are of another; (e) misrepresent as to a material fact which  
16 has a tendency to mislead; . . . (f) fail to state a material fact if such  
failure tends to mislead; . . . (h) advertise or offer goods or services  
without the intent to sell them or without the intent to sell them as  
advertised or offered . . . .

17 D.C. Code § 28-3904.

18 By engaging in the practices discussed above, including, but not limited to,  
19 Hyundai’s failure to disclose the steering defect, Defendant has violated District of  
20 Columbia Code § 28-3904.

21 107. Defendant has engaged in unfair competition or unfair or deceptive  
22 acts or practices in violation of Florida Statutes § 501.201, *et seq.* In particular,  
23 Florida law provides, “[u]nfair methods of competition, unconscionable acts or  
24 practices, and unfair or deceptive acts or practices in the conduct of any trade or  
25 commerce are hereby declared unlawful.” Fla. Stat. § 501.204(1). By engaging in  
26 the practices discussed above, including, but not limited to, Hyundai’s failure to  
27 disclose the steering defect, Defendant has violated Florida Statutes § 501.204(1).

28 108. Defendant has engaged in unfair competition or unfair or deceptive



1 acts or practices in violation of Georgia Code Annotated §10-1-390, et seq. In  
2 particular, Georgia law provides:

3 (a) A person engages in a deceptive trade practice when, in the course  
4 of his business, vocation, or occupation, he: . . . (5) Represents that  
5 goods or services have sponsorship, approval, characteristics,  
6 ingredients, uses, benefits, or quantities that they do not have . . . ; . . .  
7 (7) Represents that goods or services are of a particular standard,  
8 quality, or grade or that goods are of a particular style or model, if  
they are of another; . . . (9) Advertises goods or services with intent  
not to sell them as advertised.

9 Ga. Code Ann. § 10-1-372.

10 Georgia law further provides:

11 (a) Unfair or deceptive acts or practices in the conduct of consumer  
12 transactions and consumer acts or practices in trade or commerce are  
13 declared unlawful. (b) By way of illustration only and without  
14 limiting the scope of subsection (a) of this Code section, the following  
15 practices are declared unlawful: . . . (5) Representing that goods or  
16 services have sponsorship, approval, characteristics, ingredients, uses,  
17 benefits, or quantities that they do not have . . . ; . . . (7) Representing  
18 that goods or services are of a particular standard, quality, or grade or  
that goods are of a particular style or model, if they are of another; . . .  
(9) Advertising goods or services with intent not to sell them as  
advertised . . . .

19 Ga. Code Ann. § 10-1-393(a).

20 By engaging in the practices discussed above, including, but not limited to,  
21 Hyundai’s failure to disclose the steering defect, Defendant has violated Georgia  
22 Code Annotated §§ 10-1-372, 10-1-393(a).

23 109. Defendant has engaged in unfair competition or unfair or deceptive  
24 acts or practices in violation of Hawaii Revised Statutes § 480-1, *et seq.* In  
25 particular, Hawaii law provides, “(a) Unfair methods of competition and unfair or  
26 deceptive acts or practices in the conduct of any trade or commerce are unlawful.”  
27 Haw. Rev. Stat. § 480-2. Hawaii law further provides:

28 (a) A person engages in a deceptive trade practice when, in the course

1 of the person’s business, vocation, or occupation, the person: . . . (5)  
2 Represents that goods or services have sponsorship, approval,  
3 characteristics, ingredients, uses, benefits, or quantities that they do  
4 not have . . . ; . . . (7) Represents that goods or services are of a  
5 particular standard, quality, or grade, or that goods are of a particular  
6 style or model, if they are of another; . . . (9) Advertises goods or  
7 services with intent not to sell them as advertised; . . . (12) Engages in  
8 any other conduct which similarly creates a likelihood of confusion or  
9 of misunderstanding.

8 Haw. Rev. Stat. § 481A-3.

9 By engaging in the practices discussed above, including, but not limited to,  
10 Hyundai’s failure to disclose the steering defect, Defendant has violated Hawaii  
11 Revised Statutes §§ 480-2, 481A-3.

12 110. Defendant has engaged in unfair competition or unfair or deceptive  
13 acts or practices in violation of Idaho Code Annotated § 48-601, *et seq.* In  
14 particular, Idaho law provides:

15 The following unfair methods of competition and unfair or deceptive  
16 acts or practices in the conduct of any trade or commerce are hereby  
17 declared to be unlawful, where a person knows, or in the exercise of  
18 due care should know, that he has in the past, or is: . . . (5)  
19 Representing that goods or services have sponsorship, approval,  
20 characteristics, ingredients, uses, benefits, or quantities that they do  
21 not have . . . ; . . . (7) Representing that goods or services are of a  
22 particular standard, quality, or grade, or that goods are of a particular  
23 style or model, if they are of another; . . . (9) Advertising goods or  
24 services with intent not to sell them as advertised; . . . (17) Engaging  
25 in any act or practice which is otherwise misleading, false, or  
26 deceptive to the consumer . . . .

23 Idaho Code Ann. § 48-603.

24 By engaging in the practices discussed above, including, but not limited to,  
25 Hyundai’s failure to disclose the steering defect, Defendant has violated Idaho  
26 Code Annotated § 48-603.

27 111. Defendant has engaged in unfair competition or unfair or deceptive  
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1 acts or practices in violation of 815 Illinois Compiled Statutes 505/1, *et seq.* In  
2 particular, Illinois law provides:

3           Unfair methods of competition and unfair or deceptive acts or  
4 practices, including but not limited to the use or employment of any  
5 deception, fraud, false pretense, false promise, misrepresentation or  
6 the concealment, suppression or omission of any material fact, with  
7 intent that others rely upon the concealment, suppression or omission  
8 of such material fact, or the use or employment of any practice  
9 described in Section 2 of the ‘Uniform Deceptive Trade Practices  
Act’, approved August 5, 1965, [footnote] in the conduct of any trade  
or commerce are hereby declared unlawful whether any person has in  
fact been misled, deceived or damaged thereby. . . .

10 815 Ill. Comp. Stat. 505/2.

11 By engaging in the practices discussed above, including, but not limited to,  
12 Hyundai’s failure to disclose the steering defect, Defendant has violated 815  
13 Illinois Compiled Statutes 505/2.

14           112. Defendant has engaged in unfair competition or unfair or deceptive  
15 acts or practices in violation of Indiana Code § 24-5-0.5-1, *et seq.* In particular,  
16 Indiana law provides:

17           (a) The following acts or representations as to the subject matter of a  
18 consumer transaction, made orally, in writing, or by electronic  
19 communication, by a supplier, are deceptive acts: (1) That such  
20 subject of a consumer transaction has sponsorship, approval,  
21 performance, characteristics, accessories, uses, or benefits it does not  
22 have which the supplier knows or should reasonably know it does not  
23 have. (2) That such subject of a consumer transaction is of a  
24 particular standard, quality, grade, style, or model, if it is not and if  
25 the supplier knows or should reasonably know that it is not. . . . (11)  
That the consumer will be able to purchase the subject of the  
consumer transaction as advertised by the supplier, if the supplier  
does not intend to sell it.

26 Ind. Code § 24-5-0.5-3.

27 By engaging in the practices discussed above, including, but not limited to,  
28 Hyundai’s failure to disclose the steering defect, Defendant has violated Indiana

1 Code § 24-5-0.5-3.

2 113. Defendant has engaged in unfair competition or unfair or deceptive  
3 acts or practices in violation of Kansas Statutes Annotated § 50-623, *et seq.* In  
4 particular, Kansas law provides:

5 (a) No supplier shall engage in any deceptive act or practice in  
6 connection with a consumer transaction; (b) Deceptive acts and  
7 practices include, but are not limited to, the following, each of which  
8 is hereby declared to be a violation of this act, whether or not any  
9 consumer has in fact been misled: (1) Representations made  
10 knowingly or with reason to know that: (A) Property or services have  
11 sponsorship, approval, accessories, characteristics, ingredients, uses,  
12 benefits or quantities that they do not have; . . . (D) property or  
13 services are of particular standard, quality, grade, style or model, if  
14 they are of another which differs materially from the representation; . .  
15 . (F) property or services has uses, benefits or characteristics unless  
16 the supplier relied upon and possesses a reasonable basis for making  
17 such representation; or (G) use, benefit or characteristic of property or  
18 services has been proven or otherwise substantiated unless the  
supplier relied upon and possesses the type and amount of proof or  
substantiation represented to exist; (2) the willful use, in any oral or  
written representation, of exaggeration, falsehood, innuendo or  
ambiguity as to a material fact; (3) the willful failure to state a  
material fact, or the willful concealment, suppression or omission of a  
material fact . . . .

19 Kan. Stat. Ann. § 50-626.

20 By engaging in the practices discussed above, including, but not limited to,  
21 Hyundai’s failure to disclose the steering defect, Defendant has violated Kansas  
22 Statutes Annotated § 50-626.

23 114. Defendant has engaged in unfair competition or unfair or deceptive  
24 acts or practices in violation of Kentucky Revised Statutes Annotated § 367.110, *et*  
25 *seq.* In particular, Kentucky law provides, “(1) Unfair, false, misleading, or  
26 deceptive acts or practices in the conduct of any trade or commerce are hereby  
27 declared unlawful. (2) For the purposes of this section, unfair shall be construed to  
28 mean unconscionable.” Ky. Rev. Stat. Ann. § 367.170. By engaging in the

1 practices discussed above, including, but not limited to, Hyundai’s failure to  
2 disclose the steering defect, Defendant has violated Kentucky Revised Statutes  
3 Annotated § 367.170.

4 115. Defendant has engaged in unfair competition or unfair or deceptive  
5 acts or practices in violation of Louisiana Revised Statutes Annotated § 51:1401, *et*  
6 *seq.* Particularly, Louisiana law provides, “Unfair methods of competition and  
7 unfair or deceptive acts or practices in the conduct of any trade or commerce are  
8 hereby declared unlawful.” La. Rev. Stat. Ann. § 51:1405A. By engaging in the  
9 practices discussed above, including, but not limited to, Hyundai’s failure to  
10 disclose the steering defect, Defendant has violated Louisiana Revised Statutes  
11 Annotated § 51:1405A.

12 116. Defendant has engaged in unfair competition or unfair or deceptive  
13 acts or practices in violation of Maine Revised Statutes Annotated Title 5, § 205-A,  
14 *et seq.* In particular, Maine law provides, “Unfair methods of competition and  
15 unfair or deceptive acts or practices in the conduct of any trade or commerce are  
16 declared unlawful.” Me. Rev. Stat. Ann. tit. 5, § 207. By engaging in the practices  
17 discussed above, including, but not limited to, Hyundai’s failure to disclose the  
18 steering defect, Defendant has violated Maine Revised Statutes Annotated Title 5,  
19 § 207.

20 117. Defendant has engaged in unfair competition or unfair or deceptive  
21 acts or practices in violation of Maryland Code Annotated, Commercial Law § 13-  
22 101, *et seq.* In particular, Maryland law provides:

23 Unfair or deceptive trade practices include any: (1) False, falsely  
24 disparaging, or misleading oral or written statement, visual  
25 description, or other representation of any kind which has the  
26 capacity, tendency, or effect of deceiving or misleading consumers;  
27 (2) Representation that: (i) Consumer goods, consumer realty, or  
28 consumer services have a sponsorship, approval, accessory,  
characteristic, ingredient, use, benefit, or quantity which they do not  
have; . . . or . . . (iv) Consumer goods, consumer realty, or consumer

1 services are of a particular standard, quality, grade, style, or model  
2 which they are not; (3) Failure to state a material fact if the failure  
3 deceives or tends to deceive; . . . (5) Advertisement or offer of  
4 consumer goods, consumer realty, or consumer services: (i) Without  
5 intent to sell, lease, or rent them as advertised or offered; . . . (9)  
6 Deception, fraud, false pretense, false premise, misrepresentation, or  
7 knowing concealment, suppression, or omission of any material fact  
with the intent that a consumer rely on the same in connection with:  
(i) The promotion or sale of any consumer goods, consumer realty, or  
consumer service . . . .

8 Md. Code Ann., Com. Law § 13-301.

9 By engaging in the practices discussed above, including, but not limited to,  
10 Hyundai’s failure to disclose the steering defect, Defendant has violated Maryland  
11 Code Annotated, Commercial Law § 13-301.

12 118. Defendant has engaged in unfair competition or unfair or deceptive  
13 acts or practices in violation of the General Laws of Massachusetts Chapter 93A, §  
14 1, *et seq.* In particular, Massachusetts law provides, “(a) Unfair methods of  
15 competition and unfair or deceptive acts or practices in the conduct of any trade or  
16 commerce are hereby declared unlawful.” Mass. Gen. Laws Ch. 93A, § 2. By  
17 engaging in the practices discussed above, including, but not limited to, including,  
18 but not limited to, Hyundai’s failure to disclose the steering defect, Defendant has  
19 violated the General Laws of Massachusetts Chapter 93A, § 2.

20 119. Defendant has engaged in unfair competition or unfair or deceptive  
21 acts or practices in violation of Michigan Compiled Laws § 445.901, *et seq.* In  
22 particular, Michigan law provides:

23 (1) Unfair, unconscionable, or deceptive methods, acts, or practices in  
24 the conduct of trade or commerce are unlawful and are defined as  
25 follows: . . . (c) Representing that goods or services have sponsorship,  
26 approval, characteristics, ingredients, uses, benefits, or quantities that  
27 they do not have . . . . (e) Representing that goods or services are of a  
28 particular standard, quality, or grade, or that goods are of a particular  
style or model, if they are of another. . . . (g) Advertising or  
representing goods or services with intent not to dispose of those



1 goods or services as advertised or represented. . . . (s) Failing to  
2 reveal a material fact, the omission of which tends to mislead or  
3 deceive the consumer, and which fact could not reasonably be known  
4 by the consumer. . . . (bb) Making a representation of fact or  
5 statement of fact material to the transaction such that a person  
6 reasonably believes the represented or suggested state of affairs to be  
7 other than it actually is. . . . (cc) Failing to reveal facts that are  
8 material to the transaction in light of representations of fact made in a  
9 positive manner.

10 Mich. Comp. Laws § 445.903.

11 By engaging in the practices discussed above, including, but not limited to,  
12 Hyundai’s failure to disclose the steering defect, Defendant has violated Michigan  
13 Compiled Laws § 445.903.

14 120. Defendant has engaged in unfair competition or unfair or deceptive  
15 acts or practices in violation of Minnesota Statutes § 8.31, *et seq.* In particular,  
16 Minnesota law provides:

17 A person engages in a deceptive trade practice when, in the course of  
18 business, vocation, or occupation, the person: . . . (5) represents that  
19 goods or services have sponsorship, approval, characteristics,  
20 ingredients, uses, benefits, or quantities that they do not have . . . ; . . .  
21 (7) represents that goods or services are of a particular standard,  
22 quality, or grade, or that goods are of a particular style or model, if  
23 they are of another; . . . (9) advertises goods or services with intent not  
24 to sell them as advertised; . . . or (13) engages in any other conduct  
25 which similarly creates a likelihood of confusion or of  
26 misunderstanding.

27 Minn. Stat. § 325D.44, sub. 1.

28 Minnesota law further provides:

Any person, firm, corporation, or association who, with intent to sell  
or in anywise dispose of merchandise, securities, service, or anything  
offered by such person, firm, corporation, or association, directly or  
indirectly, to the public, for sale or distribution, or with intent to  
increase the consumption thereof, or to induce the public in any  
manner to enter into any obligation relating thereto, or to acquire title  
thereto, or any interest therein, makes, publishes, disseminates,



1 circulates, or places before the public, or causes, directly or indirectly,  
2 to be made, published, disseminated, circulated, or placed before the  
3 public, in this state, in a newspaper or other publication, or in the form  
4 of a book, notice, handbill, poster, bill, label, price tag, circular,  
5 pamphlet, program, or letter, or over any radio or television station, or  
6 in any other way, an advertisement of any sort regarding merchandise,  
7 securities, service, or anything so offered to the public, for use,  
8 consumption, purchase, or sale, which advertisement contains any  
9 material assertion, representation, or statement of fact which is untrue,  
deceptive, or misleading, shall, whether or not pecuniary or other  
specific damage to any person occurs as a direct result thereof, be  
guilty of a misdemeanor, and any such act is declared to be a public  
nuisance and may be enjoined as such.

10 Minn. Stat. § 325F.67.

11 Minnesota law provides as well that “[t]he act, use, or employment by any person  
12 of any fraud, false pretense, false promise, misrepresentation, misleading statement  
13 or deceptive practice, with the intent that others rely thereon in connection with the  
14 sale of any merchandise, whether or not any person has in fact been misled,  
15 deceived, or damaged thereby, is enjoined . . . .” Minn. Stat. § 325F.69, sub. 1.

16 By engaging in the practices discussed above, including, but not limited to,  
17 Hyundai’s failure to disclose the steering defect, Defendant has violated Minnesota  
18 Statutes §§ 325D.44, sub. 1, 325F.67, 325F.69, sub. 1.

19 121. Defendant has engaged in unfair competition or unfair or deceptive  
20 acts or practices in violation of Missouri Revised Statutes § 407.010, *et seq.* In  
21 particular Missouri law provides, “The act, use or employment by any person of  
22 any deception, fraud, false pretense, false promise, misrepresentation, unfair  
23 practice or the concealment, suppression, or omission of any material fact in  
24 connection with the sale or advertisement of any merchandise in trade or  
25 commerce . . . , in or from the state of Missouri, is declared to be an unlawful  
26 practice. . . .” Mo. Rev. Stat. § 407.020.1. By engaging in the practices discussed  
27 above, including, but not limited to, Hyundai’s failure to disclose the steering  
28 defect, Defendant has violated Missouri Revised Statutes § 407.020.1.

1           122. Defendant has engaged in unfair competition or unfair or deceptive  
2 acts or practices in violation of Montana Code Annotated § 30-14-101, *et seq.* In  
3 particular, Montana law provides, “Unfair methods of competition and unfair or  
4 deceptive acts or practices in the conduct of any trade or commerce are unlawful.”  
5 Mont. Code Ann. § 30-14-103. By engaging in the practices discussed above,  
6 including, but not limited to, Hyundai’s failure to disclose the steering defect,  
7 Defendant has violated Montana Code Annotated § 30-14-103.

8           123. Defendant has engaged in unfair competition or unfair or deceptive  
9 acts or practices in violation of Nebraska Revised Statutes § 59-1601, *et seq.* In  
10 particular, Nebraska law provides, “Unfair methods of competition and unfair or  
11 deceptive acts or practices in the conduct of any trade or commerce shall be  
12 unlawful.” Neb. Rev. Stat. § 59-1602. Nebraska law further provides:

13                   (a) A person engages in a deceptive trade practice when, in the course  
14 of his or her business, vocation, or occupation, he or she: . . . (5)  
15 Represents that goods or services have sponsorship, approval,  
16 characteristics, ingredients, uses, benefits, or quantities that they do  
17 not have . . . ; . . . (9) Advertises goods or services with intent not to  
18 sell them as advertised; . . . (c) This section does not affect unfair  
trade practices otherwise actionable at common law or under other  
statutes of this state.

19 Neb. Rev. Stat. § 87-302.

20 By engaging in the practices discussed above, including, but not limited to,  
21 Hyundai’s failure to disclose the steering defect, Defendant has violated Nebraska  
22 Revised Statutes §§ 59-1602, 87-302.

23           124. Defendant has engaged in unfair competition or unfair or deceptive  
24 acts or practices in violation of Nevada Revised Statutes § 598.0903, *et seq.*  
25 Nevada law provides in particular:

26                   A person engages in a “deceptive trade practice” if, in the course of  
27 his business or occupation, he: . . . 5. Knowingly makes a false  
28 representation as to the characteristics, ingredients, uses, benefits,  
alterations or quantities of goods or services for sale or lease or a false

1 representation as to the sponsorship, approval, status, affiliation or  
2 connection of a person therewith. . . . 7. Represents that goods or  
3 services for sale or lease are of a particular standard, quality or grade,  
4 or that such goods are of a particular style or model, if he knows or  
5 should know that they are of another standard, quality, grade, style or  
6 model. . . . 9. Advertises goods or services with intent not to sell or  
7 lease them as advertised. . . . 15. Knowingly makes any other false  
8 representation in a transaction. . . .

7 Nev. Rev. Stat. § 598.0915.

8 By engaging in the practices discussed above, including, but not limited to,  
9 Hyundai's failure to disclose the steering defect, Defendant has violated Nevada  
10 Revised Statutes § 598.0915.

11 125. Defendant has engaged in unfair competition or unfair or deceptive  
12 acts or practices in violation of New Hampshire Revised Statutes Annotated § 358-  
13 A:1, *et seq.* Particularly, New Hampshire law provides:

14 It shall be unlawful for any person to use any unfair method of  
15 competition or any unfair or deceptive act or practice in the conduct of  
16 any trade or commerce within this state. Such unfair method of  
17 competition or unfair or deceptive act or practice shall include, but is  
18 not limited to, the following: . . . V. Representing that goods or  
19 services have sponsorship, approval, characteristics, ingredients, uses,  
20 benefits, or quantities that they do not have . . . ; . . . VII. Representing  
21 that goods or services are of a particular standard, quality, or grade, or  
22 that goods are of a particular style or model, if they are of another; . . .  
23 IX. Advertising goods or services with intent not to sell them as  
24 advertised . . . .

22 N.H. Rev. Stat. Ann. § 358-A:2.

23 By engaging in the practices discussed above, including, but not limited to,  
24 Hyundai's failure to disclose the steering defect, Defendant has violated New  
25 Hampshire Revised Statutes Annotated § 358-A:2.

26 126. Defendant has engaged in unfair competition or unfair,  
27 unconscionable, or deceptive acts or practices in violation of New Jersey Statutes  
28 Annotated § 56:8-1, *et seq.* Particularly, New Jersey law provides:

1 The act, use or employment by any person of any unconscionable  
2 commercial practice, deception, fraud, false pretense, false promise,  
3 misrepresentation, or the knowing, concealment, suppression, or  
4 omission of any material fact with intent that others rely upon such  
5 concealment, suppression or omission, in connection with the sale or  
6 advertisement of any merchandise or real estate, or with the  
7 subsequent performance of such person as aforesaid, whether or not  
8 any person has in fact been misled, deceived or damaged thereby, is  
9 declared to be an unlawful practice . . . .

10 N.J.S.A. § 56:8-2.

11 By engaging in the practices discussed above, including, but not limited to,  
12 Hyundai’s failure to disclose the steering defect, Defendant has violated New  
13 Jersey Statutes Annotated § 56:8-2.

14 127. Defendant has engaged in unfair competition or unfair or deceptive  
15 acts or practices in violation of New Mexico Statutes § 57-12-1, *et seq.* In  
16 particular, New Mexico law provides:

17 D. “unfair or deceptive trade practice” means an act specifically  
18 declared unlawful pursuant to the Unfair Practices Act, a false or  
19 misleading oral or written statement, visual description or other  
20 representation of any kind knowingly made in connection with the  
21 sale, lease, rental or loan of goods or services or in the extension of  
22 credit or in the collection of debts by a person in the regular course of  
23 his trade or commerce, which may, tends to or does deceive or  
24 mislead any person and includes: . . . (5) representing that goods or  
25 services have sponsorship, approval, characteristics, ingredients, uses,  
26 benefits or quantities that they do not have . . . ; . . . (7) representing  
27 that goods or services are of a particular standard, quality or grade or  
28 that goods are of a particular style or model if they are of another; . . .  
(14) using exaggeration, innuendo or ambiguity as to a material fact or  
failing to state a material fact if doing so deceives or tends to deceive;  
. . . E. “unconscionable trade practice” means an act or practice in  
connection with the sale, lease, rental or loan, or in connection with  
the offering for sale, lease, rental or loan, of any goods or services . . .  
: (1) takes advantage of the lack of knowledge, ability, experience or  
capacity of a person to a grossly unfair degree; or (2) results in a gross  
disparity between the value received by a person and the price paid.

1 N.M. Stat. § 57-12-2.

2 By engaging in the practices discussed above, including, but not limited to,  
3 Hyundai’s failure to disclose the steering defect, Defendant has violated New  
4 Mexico Statutes § 57-12-2.

5 128. Defendant has engaged in unfair competition or unfair or deceptive  
6 acts or practices in violation of New York General Business Law § 349, *et seq.* In  
7 particular, New York law provides, “Deceptive acts or practices in the conduct of  
8 any business, trade or commerce or in the furnishing of any service in this state are  
9 hereby declared unlawful.” N.Y. Gen. Bus. Law § 349. By engaging in the  
10 practices discussed above, including, but not limited to, Hyundai’s failure to  
11 disclose the steering defect, Defendant has violated New York General Business  
12 Law § 349.

13 129. Defendant has engaged in unfair competition or unfair or deceptive  
14 acts or practices in violation of North Carolina General Statutes § 75-1.1, *et seq.*  
15 In particular, North Carolina law provides, “Unfair methods of competition in or  
16 affecting commerce, and unfair or deceptive acts or practices in or affecting  
17 commerce, are declared unlawful.” N.C. Gen. Stat. § 75-1.1(a). By engaging in  
18 the practices discussed above, including, but not limited to, Hyundai’s failure to  
19 disclose the steering defect, Defendant has violated North Carolina General  
20 Statutes § 75-1.1(a).

21 130. Defendant has engaged in unfair competition or unfair or deceptive  
22 acts or practices in violation of North Dakota Century Code § 51-15-01, *et seq.* In  
23 particular, North Dakota law provides:

24 The act, use, or employment by any person of any deceptive act or  
25 practice, fraud, false pretense, false promise, or misrepresentation,  
26 with the intent that others rely thereon in connection with the sale or  
27 advertisement of any merchandise, whether or not any person has in  
28 fact been misled, deceived, or damaged thereby, is declared to be an  
unlawful practice.

28 N.D. Cent. Code § 51-15-02.

1 By engaging in the practices discussed above, including, but not limited to,  
2 Hyundai’s failure to disclose the steering defect, Defendant has violated North  
3 Dakota Century Code § 51-15-02.

4 131. Defendant has engaged in unfair competition or unfair or deceptive  
5 acts or practices in violation of Ohio Revised Code Annotated § 1345.01, *et seq.*  
6 In particular, Ohio law provides, “No supplier shall commit an unfair or deceptive  
7 act or practice in connection with a consumer transaction. Such an unfair or  
8 deceptive act or practice by a supplier violates this section whether it occurs  
9 before, during, or after the transaction.” Ohio Rev. Code Ann. § 1345.02(a). By  
10 engaging in the practices discussed above, including, but not limited to, Hyundai’s  
11 failure to disclose the steering defect, Defendant has violated Ohio Revised Code  
12 Annotated § 1345.02(a).

13 132. Defendant has engaged in unfair competition or unfair or deceptive  
14 acts or practices or made false representations in violation of Oklahoma Statutes  
15 Title 15, § 751, *et seq.* In particular, Oklahoma law provides:

16 As used in the Oklahoma Consumer Protection Act: . . . 13.  
17 “Deceptive trade practice” means a misrepresentation, omission or  
18 other practice that has deceived or could reasonably be expected to  
19 deceive or mislead a person to the detriment of that person. Such a  
20 practice may occur before, during or after a consumer transaction is  
21 entered into and may be written or oral; 14. “Unfair trade practice”  
22 means any practice which offends established public policy or if the  
23 practice is immoral, unethical, oppressive, unscrupulous or  
24 substantially injurious to consumers. . . .

25 Okla. Stat. Tit. 15, § 752.

26 Oklahoma law further provides:

27 A person engages in a practice which is declared to be unlawful under  
28 the Oklahoma Consumer Protection Act, Section 751 *et seq.* of this  
title, when, in the course of the person’s business, the person: . . . 5.  
Makes a false representation, knowingly or with reason to know, as to  
the characteristics, ingredients, uses, benefits, alterations, or quantities  
of the subject of a consumer transaction . . . ; . . . 7. Represents,  
knowingly or with reason to know, that the subject of a consumer



1 transaction is of a particular standard, style or model, if it is of  
2 another; 8. Advertises, knowingly or with reason to know, the subject  
3 of a consumer transaction with intent not to sell it as advertised; . . .  
4 20. Commits an unfair or deceptive trade practice as defined in  
5 Section 752 of this title . . . .

5 Okla. Stat. Tit. 15, § 753.

6 It continues to provide:

7 A. A person engages in a deceptive trade practice when in the course  
8 of business, vocation, or occupation, the person: . . . 5. Knowingly  
9 makes a false representation as to the characteristics, ingredients, uses,  
10 benefits or quantities of goods or services or a false representation as  
11 to the sponsorship, approval, status, affiliation, or connection of a  
12 person therewith; . . . 7. Represents that goods or services are a  
13 particular standard, quality, or grade, or that goods are a particular  
14 style or model, if they are another; . . . C. The deceptive trade  
15 practices listed in this section are in addition to and do not limit the  
16 types of unfair trade practices actionable at common law or under  
17 other statutes of this state.

15 Okla. Stat. Tit. 78, § 53.

16 By engaging in the practices discussed above, including, but not limited to,  
17 Hyundai’s failure to disclose the steering defect, Defendant has violated Oklahoma  
18 Statutes Titles 15, §§ 752 and 753, 78, § 53.

19 133. Defendant has engaged in unfair competition or unfair or deceptive  
20 acts or practices in violation of Oregon Revised Statutes § 646.605, *et seq.* In  
21 particular, Oregon law provides, “A person engages in an unlawful practice when  
22 in the course of the person’s business, vocation or occupation the person: (1)  
23 Employs any unconscionable tactic in connection with the sale, rental or other  
24 disposition of real estate, goods or services . . . .” Or. Rev. Stat. § 646.607.

25 Oregon law further provides:

26 (1) A person engages in an unlawful practice when in the course of  
27 the person's business, vocation or occupation the person does any of  
28 the following: . . . (e) Represents that real estate, goods or services  
have sponsorship, approval, characteristics, ingredients, uses, benefits,



1 quantities or qualities that they do not have . . . (g) Represents that  
2 real estate, goods or services are of a particular standard, quality, or  
3 grade, or that real estate or goods are of a particular style or model, if  
4 they are of another. . . (t) Concurrent with tender or delivery of any  
5 real estate, goods or services fails to disclose any known material  
6 defect or material nonconformity. (u) Engages in any other unfair or  
7 deceptive conduct in trade or commerce.

8 Or. Rev. Stat. § 646.608.

9 By engaging in the practices discussed above, including, but not limited to,  
10 Hyundai’s failure to disclose the steering defect, Defendant has violated Oregon  
11 Revised Statutes §§ 646.607, 646.608.

12 134. Defendant has engaged in unfair competition or unfair or deceptive  
13 acts or practices in violation of Pennsylvania Statutes Annotated Title 73, § 201-1,  
14 *et seq.* In particular, Pennsylvania law provides:

15 (4) “Unfair methods of competition” and “unfair or deceptive acts or  
16 practices” mean any one or more of the following: . . . (v)  
17 Representing that goods or services have sponsorship, approval,  
18 characteristics, ingredients, uses, benefits or quantities that they do not  
19 have . . . ; . . . (vii) Representing that goods or services are of a  
20 particular standard, quality or grade, or that goods are of a particular  
21 style or model, if they are of another; . . . (ix) Advertising goods or  
22 services with intent not to sell them as advertised; . . . (xxi) Engaging  
23 in any other fraudulent or deceptive conduct which creates a  
24 likelihood of confusion or of misunderstanding.

25 Pa. Stat. Ann. Tit. 73, § 201-2.

26 By engaging in the practices discussed above, including, but not limited to,  
27 Hyundai’s failure to disclose the steering defect, Defendant has violated  
28 Pennsylvania Statutes Annotated Title 73, § 201-2.

135. Defendant has engaged in unfair competition or unfair or deceptive  
acts or practices in violation of Rhode Island General Laws § 6-13.1-1, *et seq.* In  
particular, Rhode Island law provides:

As used in this chapter: . . . (6) “Unfair methods of competition and  
unfair or deceptive acts or practices” means any one or more of the

1 following: (v) Representing that goods or services have sponsorship,  
2 approval, characteristics, ingredients, uses, benefits, or quantities that  
3 they do not have . . . ; . . . (vii) Representing that goods or services are  
4 of a particular standard, quality, or grade, or that goods are of a  
5 particular style or model, if they are of another; . . . (ix) Advertising  
6 goods or services with intent not to sell them as advertised; . . . (xii)  
7 Engaging in any other conduct that similarly creates a likelihood of  
8 confusion or of misunderstanding; (xiii) Engaging in any act or  
9 practice that is unfair or deceptive to the consumer; (xiv) Using any  
10 other methods, acts or practices which mislead or deceive members of  
11 the public in a material respect; . . . (xvii) Advertising claims  
concerning safety, performance, and comparative price unless the  
advertiser, upon request by any person, the consumer council, or the  
attorney general, makes available documentation substantiating the  
validity of the claim . . . .

12 R.I. Gen. Laws § 6-13.1-1.

13 By engaging in the practices discussed above, including, but not limited to,  
14 Hyundai’s failure to disclose the steering defect, Defendant has violated Rhode  
15 Island General Laws § 6-13.1-1.

16 136. Defendant has engaged in unfair competition or unfair or deceptive  
17 acts or practices in violation of South Carolina Code Annotated § 39-5-10, *et seq.*  
18 In particular, South Carolina law provides, “Unfair methods of competition and  
19 unfair or deceptive acts or practices in the conduct of any trade or commerce are  
20 hereby declared unlawful. . . .” S.C. Code Ann. § 39-5-20. By engaging in the  
21 practices discussed above, including, but not limited to, Hyundai’s failure to  
22 disclose the steering defect, Defendant has violated South Carolina Code  
23 Annotated § 39-5-20.

24 137. Defendant has engaged in unfair competition or unfair or deceptive  
25 acts or practices in violation of South Dakota Codified Laws § 37-24-1, *et seq.* In  
26 particular, South Dakota law provides:

27 It is a deceptive act or practice for any person to: (1) Knowingly and  
28 intentionally act, use, or employ any deceptive act or practice, fraud,

1 false pretense, false promises, or misrepresentation or to conceal,  
2 suppress, or omit any material fact in connection with the sale or  
3 advertisement of any merchandise, regardless of whether any person  
has in fact been misled, deceived, or damaged thereby.

4 S.D. Codified Laws § 37-24-6(1).

5 By engaging in the practices discussed above, including, but not limited to,  
6 Hyundai’s undisclosed steering defect, Defendant has violated South Dakota  
7 Codified Laws § 37-24-6(1).

8 138. Defendant has engaged in unfair competition or unfair or deceptive  
9 acts or practices in violation of Tennessee Code Annotated § 47-18-101, *et seq.* In  
10 particular, Tennessee law provides:

11 (b) Without limiting the scope of subsection (a), the following unfair  
12 or deceptive acts or practices affecting the conduct of any trade or  
commerce are declared to be unlawful and in violation of this part . . .  
13 (5) Representing that goods or services have sponsorship, approval,  
14 characteristics, ingredients, uses, benefits or quantities that they do not  
15 have . . . ; . . . (7) Representing that goods or services are of a  
particular standard, quality or grade, or that goods are of a particular  
16 style or model, if they are of another; . . . (9) Advertising goods or  
17 services with intent not to sell them as advertised; . . . (21) Using  
18 statements or illustrations in any advertisement which create a false  
19 impression of the grade, quality, quantity, make, value, age, size,  
20 color, usability or origin of the goods or services offered, or which  
21 may otherwise misrepresent the goods or services in such a manner  
22 that later, on disclosure of the true facts, there is a likelihood that the  
buyer may be switched from the advertised goods or services to other  
goods or services; . . . (27) Engaging in any other act or practice  
which is deceptive to the consumer or to any other person . . . .

23 Tenn. Code Ann. § 47-18-104.

24 By engaging in the practices discussed above, including, but not limited to,  
25 Hyundai’s failure to disclose the steering defect, Defendant has violated Tennessee  
26 Code Annotated § 47-18-104.

27 139. Defendant has engaged in unfair competition or unfair or deceptive  
28 acts or practices in violation of Utah Code Annotated § 13-11-1, *et seq.* In

1 particular, Utah law provides:

2 (1) A deceptive act or practice by a supplier in connection with a  
3 consumer transaction violates this chapter whether it occurs before,  
4 during, or after the transaction. (2) Without limiting the scope of  
5 Subsection (1), a supplier commits a deceptive act or practice if the  
6 supplier knowingly or intentionally: (a) indicates that the subject of a  
7 consumer transaction has sponsorship, approval, performance  
8 characteristics, accessories, uses, or benefits, if it has not; (b) indicates  
9 that the subject of a consumer transaction is of a particular standard,  
10 quality, grade, style, or model, if it is not; . . . (e) indicates that the  
11 subject of a consumer transaction has been supplied in accordance  
12 with a previous representation, if it has not; . . . (j) . . . (ii) fails to  
13 honor a warranty or a particular warranty term . . . .

14 Utah Code Ann. § 13-11-4.

15 By engaging in the practices discussed above, including, but not limited to,  
16 Hyundai’s failure to disclose the steering defect, Defendant has violated Utah Code  
17 Annotated § 13-11-4.

18 140. Defendant has engaged in unfair competition or unfair or deceptive  
19 acts or practices in violation of Vermont Statutes Annotated Title 9, § 2451, *et seq.*  
20 In particular, Vermont law provides, “(a) Unfair methods of competition in  
21 commerce, and unfair or deceptive acts or practices in commerce, are hereby  
22 declared unlawful.” Vt. Stat. Ann. Tit. 9, § 2453. By engaging in the practices  
23 discussed above, including, but not limited to, Hyundai’s failure to disclose the  
24 steering defect, Defendant has violated Vermont Statutes Annotated Title 9, §  
25 2453.

26 141. Defendant has engaged in unfair competition or unfair or deceptive  
27 acts or practices in violation of Virginia Code Annotated § 59.1-196, *et seq.* In  
28 particular, Virginia law provides:

29 A. The following fraudulent acts or practices committed by a supplier  
30 in connection with a consumer transaction are hereby declared  
31 unlawful: . . . 5. Misrepresenting that goods or services have certain  
32 quantities, characteristics, ingredients, uses, or benefits; 6.  
33 Misrepresenting that goods or services are of a particular standard,

1 quality, grade, style, or model; 7. Advertising or offering for sale  
2 goods that are used, secondhand, repossessed, defective, blemished,  
3 deteriorated, or reconditioned, or that are “seconds,” irregulars,  
4 imperfects, or “not first class,” without clearly and unequivocally  
5 indicating in the advertisement or offer for sale that the goods are  
6 used, secondhand, repossessed, defective, blemished, deteriorated,  
7 reconditioned, or are “seconds,” irregulars, imperfects or “not first  
8 class”; 8. Advertising goods or services with intent not to sell them as  
9 advertised, or with intent not to sell at the price or upon the terms  
10 advertised. . . . 14. Using any other deception, fraud, false pretense,  
11 false promise, or misrepresentation in connection with a consumer  
12 transaction . . . .

13 Va. Code Ann. § 59.1-200.

14 By engaging in the practices discussed above, including, but not limited to,  
15 Hyundai’s failure to disclose the steering defect, Defendant has violated Virginia  
16 Code Annotated § 59.1-200.

17 142. Defendant has engaged in unfair competition or unfair, deceptive or  
18 fraudulent acts or practices in violation of Washington Revised Code. § 19.86.010,  
19 *et seq.* Particularly, Washington law provides, “Unfair methods of competition  
20 and unfair or deceptive acts or practices in the conduct of any trade or commerce  
21 are hereby declared unlawful.” Wash. Rev. Code § 19.86.020. By engaging in the  
22 practices discussed above, including, but not limited to, Hyundai’s failure to  
23 disclose the steering defect, Defendant has violated Washington Revised Code §  
24 19.86.020.

25 143. Defendant has engaged in unfair competition or unfair or deceptive  
26 acts or practices in violation of West Virginia Code § 46A-6-101, *et seq.* In  
27 particular, West Virginia law provides:

28 (7) “Unfair methods of competition and unfair or deceptive acts or  
practices” means and includes, but is not limited to, any one or more  
of the following: . . . (E) Representing that goods or services have  
sponsorship, approval, characteristics, ingredients, uses, benefits or  
quantities that they do not have . . . ; . . . (G) Representing that goods

1 or services are of a particular standard, quality or grade, or that goods  
 2 are of a particular style or model if they are of another; . . . (I)  
 3 Advertising goods or services with intent not to sell them as  
 4 advertised; . . . (L) Engaging in any other conduct which similarly  
 5 creates a likelihood of confusion or of misunderstanding; . . . (M) The  
 6 act, use or employment by any person of any deception, fraud, false  
 7 pretense, false promise or misrepresentation, or the concealment,  
 8 suppression or omission of any material fact with intent that others  
 9 rely upon such concealment, suppression or omission, in connection  
 10 with the sale or advertisement of any goods or services, whether or  
 11 not any person has in fact been misled, deceived or damaged thereby .  
 12 . . .

13 W. Va. Code § 46A-6-102.

14 By engaging in the practices discussed above, including, but not limited to,  
 15 Hyundai’s failure to disclose the steering defect, Defendant has violated West  
 16 Virginia Code § 46A-6-102.

17 144. Defendant has engaged in unfair competition or unfair, deceptive, or  
 18 fraudulent acts or practices in violation of Wisconsin Statutes § 100.20, *et seq.*  
 19 Particularly, Wisconsin law provides, “Methods of competition in business and  
 20 trade practices in business shall be fair. Unfair methods of competition in business  
 21 and unfair trade practices in business are hereby prohibited.” Wis. Stat. §  
 22 100.20(1). By engaging in the practices discussed above, including, but not  
 23 limited to, Hyundai’s failure to disclose the steering defect, Defendant has violated  
 24 Wisconsin Statutes § 100.20(1).

25 145. Defendant has engaged in unfair competition or unfair, deceptive, or  
 26 fraudulent acts or practices in violation of Wyoming Statutes Annotated § 40-12-  
 27 101, *et seq.* In particular, Wyoming law provides:

28 (a) A person engages in a deceptive trade practice unlawful under this  
 act when, in the course of his business and in connection with a  
 consumer transaction, he knowingly: (i) Represents that merchandise  
 has a source, origin, sponsorship, approval, accessories or uses it does  
 not have; . . . (iii) Represents that merchandise is of a particular



1 standard, grade, style or model, if it is not; . . . (x) Advertises  
2 merchandise with intent not to sell it as advertised; . . . or . . . (xv)  
3 Engages in unfair or deceptive acts or practices.

4 Wyo. Stat. Ann. § 40-12-105.

5 By engaging in the practices discussed above, including, but not limited to,  
6 Hyundai's undisclosed steering defect, Defendant has violated Wyoming Statutes  
7 Annotated § 40-12-105.

8 146. Plaintiffs and members of the Class have been injured by reason of  
9 General Motors' unfair and deceptive acts and practices in regard to its sale of the  
10 Vehicles without proper disclosure, without which consumers would not have  
11 bought the machines or would have been unwilling to pay the price they, in fact,  
12 purchased them for. These injuries are of the type that the above state consumer  
13 protection statutes were designed to prevent and are the direct result of General  
14 Motors' unlawful conduct.

15 **EIGHTH CLAIM FOR RELIEF**  
16 **Fraudulent Concealment**  
17 **(Brought on behalf of the Nationwide Class)**

18 147. Plaintiffs reallege and incorporate by reference each preceding  
19 paragraph as though fully set forth herein.

20 148. As alleged above, Defendant knew about the inherent steering system  
21 defect in the Vehicles at all relevant times.

22 149. As alleged above, Defendant has intentionally concealed the inherent  
23 steering system defect from Plaintiffs and the Class and failed to disclose it to  
24 them.

25 150. As alleged above, Defendant had a duty to disclose the inherent  
26 steering system defect in the Vehicles to Plaintiffs and the Class.

27 151. As a direct and proximate result of Defendant's intentional  
28 concealment of the steering system defect in the Vehicles from Plaintiffs and the



1 Class and failure to disclose it to them, Plaintiffs and the Class have paid extra for  
2 the Vehicles, incurred and/or will incur substantial steering system-related parts  
3 and labor costs, and incurred diminution in value damages.

4 152. Because the information Defendant concealed and failed to disclose is  
5 material, it should be presumed that Plaintiffs and the Class members relied on  
6 Defendant's concealment and omissions, and that Defendant's concealment and  
7 omissions caused the damages sustained by Plaintiffs and the Class members.

8 153. As Defendant's conduct was intentional, Plaintiffs and the nationwide  
9 Class are also entitled to and seek punitive damages.

10 **NINTH CLAIM FOR RELIEF**  
11 **Unjust Enrichment**  
12 **(Brought on behalf of the Nationwide Class)**

13 154. Plaintiffs reallege and incorporate by reference each preceding  
14 paragraph as though set forth at length herein.

15 155. Plaintiffs and the Class members conferred benefits on Defendant  
16 when they purchased or leased Vehicles with defective steering systems.

17 156. Plaintiffs and the Class also conferred benefits on Defendant when  
18 they purchased steering system defect-related parts and labor costs to Defendant or  
19 their agents or affiliates.

20 157. Under the circumstances, it would be against equity and good  
21 conscience to permit Defendant to retain the entirety of the benefits conferred on it  
22 when Plaintiffs and the Class purchased or leased Vehicles given that Defendant  
23 knew of the inherent steering system defect in the Vehicles but intentionally  
24 concealed that material information from Plaintiffs and the Class and failed to  
25 disclose it to them in order to induce them to purchase the Vehicles, and Plaintiffs  
26 and the Class members would not have purchased the Vehicles if they had known  
27 of the steering system defect.  
28

1 158. It would therefore be unjust and inequitable for Defendant to retain all  
2 of the benefits they received and not provide restitution to Plaintiffs and the  
3 nationwide Class.

4 **VI. JURY DEMAND**

5 Plaintiffs demand a trial by jury.

6 **VII. PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs, individually and on behalf of the Class, request  
8 that the Court order the following relief and enter judgment against Defendant as  
9 follows:

10 A. Declaring that this action is a proper class action, certifying the  
11 nationwide Class, designating Plaintiffs as representatives of the nationwide Class,  
12 and appointing Plaintiffs' attorneys as Class Counsel;

13 B. Enjoining Defendant from continuing the unfair business practices  
14 alleged in this complaint and requiring Defendant to institute a recall or otherwise  
15 repair the Vehicles;

16 C. Ordering Defendant to pay monetary damages to Plaintiffs and  
17 members of the nationwide Class;

18 D. Ordering Defendant to pay an award of reasonable attorneys' fees and  
19 costs of this action; and

20 E. Ordering such other and further relief as the Court deems necessary,  
21 just, and proper.

22 Dated: June 8, 2017

Respectfully submitted,

23 **FARUQI & FARUQI, LLP**

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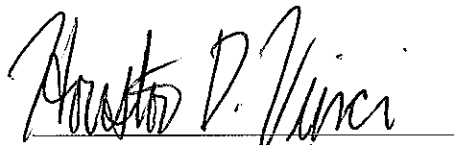
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**CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

I, Houston D. Vinci, declare as follows:

1. I am a Plaintiff in this action and a citizen of the State of Oregon. I have personal knowledge of the facts stated herein and, if called as a witness, I could testify competently thereto.
2. This Class Action Complaint is filed in the proper place for trial because Defendant is headquartered in Fountain Valley, California, located in the Southern District of California (“District”), and Defendant conducts a substantial amount of business in this District.
3. In 2015, I purchased a used 2013 Hyundai Accent, and, in 2016, I was in an accident due to the failure of the steering/braking system. At all relevant times, Defendant took part in the promotion, sale, marketing and distribution of the Vehicles in this District. Moreover, Defendant’s wrongful conduct foreseeably affected consumers in this District.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on March 28, 2017 at Beaverton, Oregon.

  
Houston D. Vinci

**CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

I, Jaehan Ku, declare as follows:

1. I am a Plaintiff in this action and a citizen of the country of Korea, attending school in the United States on a Student Visa. I have personal knowledge of the facts stated herein and, if called as a witness, I could testify competently thereto.

2. This Class Action Complaint is filed in the proper place for trial because Defendant is headquartered in Fountain Valley, California, located in the Southern District of California (“District”), and Defendant conducts a substantial amount of business in this District.

3. In 2014, I purchased a new 2014 Hyundai Elantra, and, in 2016, I was in an accident due to the failure of the steering system. At all relevant times, Defendant took part in the promotion, sale, marketing and distribution of the Vehicles in this District. Moreover, Defendant’s wrongful conduct foreseeably affected consumers in this District.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, executed on March 10, 2017 at Portland, Oregon.



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Jaehan Ku