

NYE, STIRLING, HALE, MILLER & SWEET  
33 WEST MISSION STREET, SUITE 201  
SANTA BARBARA, CALIFORNIA 93101

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17 **UNITED STATES DISTRICT COURT**  
18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

19 JANE CHANG BRIGHT, SHANE  
20 MAHON, PETER CONHEIM, and  
KINGSLEY BARNIE, on behalf of  
21 themselves and all others similarly  
situated,

22 Plaintiffs,

23 v.

24 HYUNDAI MOTOR COMPANY,  
LTD., HYUNDAI MOTOR AMERICA,  
25 INC., KIA AMERICA, INC., KIA  
CORPORATION, GENESIS MOTOR,  
26 LLC, and GENESIS MOTOR  
AMERICA LLC,

27 Defendants.

Case No.: 8:23-cv-01602

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

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1 Plaintiffs Peter Conheim, Jane Chang Bright, Kingsley Barnie, and Shane Mahon  
2 (collectively, “Plaintiffs”) bring this action against Hyundai Motor Company, Ltd.  
3 (“HMC”), Hyundai Motor America, Inc. (“HMA”), Kia America, Inc. (“Kia”), Kia  
4 Motors Corporation (“KMC”), Genesis Motor, LLC, and Genesis Motor America LLC  
5 (collectively “Defendants”), by and through their attorneys, individually and on behalf  
6 of all others similarly situated, and allege as follows:

7 **I. INTRODUCTION**

8 1. This is a class action lawsuit brought by Plaintiffs on behalf of themselves  
9 and a national class of current and former owners and lessees of the following vehicles  
10 (collectively, the “Class Vehicles”): the Hyundai Ioniq 5, Hyundai Ioniq 6, Kia EV6,  
11 Kia Niro EV, Kia Niro PHEV, and Genesis GV60.<sup>1</sup>

12 2. This case concerns electric and plug-in hybrid vehicles that do not charge  
13 reliably.<sup>2</sup> Defendants advertise particular charging times for the Class Vehicles and  
14 owners and lessees rely on those representations when deciding to purchase or lease. If  
15 an owner or lessee cannot count on their electric vehicle to charge consistently and  
16 predictably at the advertised rate, the vehicle’s value is severely compromised and the  
17 ability to use the vehicle when needed is undermined.

18 3. Each Class Vehicle has a charging coupling where the charging device  
19 plugs into the vehicle, a part analogous to a fuel filler inlet on an internal-combustion  
20 vehicle. Unlike other manufacturers’ electric-vehicle charging couplings, the Class  
21 Vehicles’ charging couplings frequently yet unpredictably overheat when the owner or  
22 lessee attempts to charge the vehicle using a properly installed Level 2 charger operating  
23

24 \_\_\_\_\_  
25 <sup>1</sup> Plaintiffs reserve the right to amend the definition of the Class Vehicles following  
discovery.

26 <sup>2</sup> Because the electric charging mechanism for the electric and plug-in hybrid vehicles  
27 at issue is the same, this complaint will generally refer to “electric vehicles” for ease of  
28 reading.

1 within Defendants’ specifications in normal climate conditions. The Class Vehicle’s  
2 computer, sensing the increase in temperature beyond a particular threshold, halts the  
3 charging, often within only seconds or minutes. The result is that owners and lessees,  
4 expecting to reach a sufficiently full charge within the times Defendants advertise, are  
5 left with vehicles that cannot travel even close to their advertised ranges. An owner or  
6 lessee who plugs in her vehicle overnight, for instance, might be left with no way to get  
7 to work in the morning. This Complaint refers to the overheating charging coupling and  
8 intermittent-charging issue as the “Defect.”

9 4. Defendants are aware of this serious issue. Complaints to the National  
10 Highway Traffic Safety Administration abound, as do online complaints. Defendants  
11 have published internal Technical Service Bulletins instructing authorized technicians  
12 about what to do if a customer complains about intermittent and unpredictable charging  
13 and/or charging-coupling overheating.

14 5. But rather than fix the Defect—for instance, by replacing the charging  
15 couplings under warranty at no cost to owners and lessees—Defendants instead  
16 instructed technicians to apply a software change to the Class Vehicles’ computers. The  
17 software change alters the charging logic such that when overheating is detected, the  
18 vehicle begins to accept less current rather than ceasing charging entirely. Less current  
19 means longer charging time. The charging time for Class Vehicles to which the software  
20 change has been applied is approximately double the time Defendants advertise.

21 6. In their advertising and on their Monroney labels (commonly known as  
22 “window stickers”), Defendants have represented and continue to represent that the  
23 Class Vehicles can reliably achieve certain charging times, even though Defendants  
24 know that this is not so. They do so in a marketplace where consumers avidly compare  
25 charging times when deciding which electric vehicle to purchase or lease, and where  
26 manufacturers emphasize it when attempting to differentiate their vehicles and induce  
27 those consumers to purchase or lease.

28 7. At no point have Defendants publicly disclosed the Defect to consumers

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1 or announced any intent or effort to provide a charging solution that conforms to their  
2 promises. Indeed, Defendants have not offered consumers a suitable repair or  
3 replacement or offered to reimburse for out-of-pocket expenses, such as repairs or other  
4 efforts to mitigate the Defect’s effects.

5 8. As a result of Defendants’ unfair, deceptive and/or fraudulent business  
6 practices, owners and/or lessees of the Class Vehicles, including Plaintiffs, have  
7 suffered an ascertainable loss of money and/or property and/or value. And aggravating  
8 circumstances exist: Defendants continue to willfully make false representations about  
9 the Class Vehicles’ charging times even though they are aware of the Defect and have  
10 taken affirmative steps to limit charging speeds.

11 9. Had Plaintiffs and the Class members known about the Defect at the time  
12 of purchase or lease, they would not have purchased or leased the Class Vehicles or  
13 would have paid substantially less for them.

14 10. As a result of the Defect and the monetary costs associated with purchasing  
15 or leasing a vehicle with the Defect, finding alternative transportation when the Class  
16 Vehicles prove unreliable, and seeking repairs or attempting to diagnose the problem,  
17 Plaintiffs and the Class members have suffered injuries in fact, have incurred damages,  
18 and have otherwise been harmed by Defendants’ conduct.

19 11. As a direct result of Defendants’ wrongful conduct, Plaintiffs and members  
20 of the Classes have been harmed and are entitled to actual damages, including damages  
21 for the benefit of the bargain they struck when purchasing their vehicles, the diminished  
22 value of their vehicles, out-of-pocket costs, statutory damages, attorneys’ fees, costs,  
23 restitution, injunctive and declaratory relief, and any other relief afforded under federal  
24 law, their states’ consumer-protection statutes, and that this Court sees fit to order.

25 12. Accordingly, Plaintiffs bring this action to redress Defendants’ violations  
26 of the Magnuson-Moss Warranty Act and the consumer-protection statutes of their  
27 respective states. They also seek recovery for Defendants’ breach of express warranty,  
28 breach of implied warranty, unjust enrichment, and fraudulent concealment.

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**II. JURISDICTION AND VENUE**

13. This Court has subject matter jurisdiction under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), (6) because: (i) there are one hundred or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000 exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states. This Court also has supplemental jurisdiction over the state-law claims under 28 U.S.C. § 1367.

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

15. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Hyundai Motor America, Inc., Kia America Inc., and Genesis Motor America LLC maintain their corporate headquarters in this district, Defendants transact business in this district, are subject to personal jurisdiction in this district, and therefore are deemed to be citizens of this district. Additionally, there are one or more authorized Hyundai, Kia, and Genesis dealers within this district. Defendants have advertised in this district and have received substantial revenue and profits from their sales and/or leasing of Class Vehicles in this district. Therefore, a substantial part of the events and/or omissions giving rise to the claims occurred at least in part within this district.

**III. PARTIES**

**A. PLAINTIFFS**

**1. Plaintiff Jane Chang Bright**

16. Plaintiff Jane Chang Bright resides in Cerritos, California, and is a citizen of California. She purchased a new 2022 Kia EV6 (VIN: KNDC44LA8N5040432) from an authorized dealer in Huntington Beach, California, on March 25, 2022.

17. Before purchasing the Class Vehicle, Plaintiff Bright reviewed marketing

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1 and promotional materials available on Kia’s website, researched the EV6 on websites  
2 containing information about competing electric vehicles, compared attributes of the  
3 EV6 and similar electric vehicles, and spoke with Kia sales representatives.

4 18. Prior to purchase, she also reviewed the vehicle’s Monroney sticker, which  
5 included the charging time of the vehicle. A database-generated version of the  
6 Monroney sticker containing the same information as the display version is below, with  
7 the portion listing that attribute highlighted and followed by a detail of that portion:  
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Year: 2022 Make: Kia Model: EV6 GT-Line RWD VIN: KNDC44LA8N5040432		Engine: Electric Motor Transmission: 1-Speed A/T Exterior: Aurora Black Pearl (ABP) Interior: Black													
<b>SAFETY</b> <ul style="list-style-type: none"> <li>- Surround View Monitor / Blind-Spot View Monitor Right Side Camera</li> <li>- Surround View Monitor / Blind-Spot View Monitor Left Side Camera</li> <li>- Surround View Monitor Front Camera</li> <li>- Surround View Monitor Back-Up Camera</li> <li>- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners</li> <li>- Power Rear Child Safety Locks</li> <li>- Driver Knee Airbag</li> <li>- Airbag Occupancy Sensor</li> <li>- Curtain 1st And 2nd Row Airbags</li> <li>- Dual Stage Driver And Passenger Front Airbags</li> <li>- Tire Specific Low Tire Pressure Warning</li> <li>- Parking-Automatic-Remote System</li> <li>- Collision Mitigation-Rear</li> <li>- Evasion Assist</li> <li>- Driver Monitoring-Alert</li> <li>- Collision Mitigation-Front</li> <li>- Aerial View Camera System</li> <li>- Lane Keeping Assist System w/Lane Following Assist Lane Departure Warning</li> <li>- Lane Keeping Assist System w/Lane Following Assist Lane Keeping Assist</li> <li>- Forward Collision Avoidance - Junction Crossing / Forward Collision Avoidance - Lane Change Oncoming/Side</li> <li>- Blind-Spot Collision-Avoidance Assist Blind Spot</li> <li>- Parking Distance Warning - Forward &amp; Reverse Front And Rear Parking Sensors Remote Automatic Parking - Emergency Sos</li> <li>- Dual Stage Driver And Passenger Seat-Mounted Side Airbags</li> <li>- Side Impact Beams</li> <li>- ABS And Driveline Traction Control</li> <li>- Vehicle Stability Management Electronic Stability Control</li> <li>- Highway Driving Assist 2</li> </ul>		<b>CITY MPG</b> <b>134</b>													
<b>INTERIOR</b> <ul style="list-style-type: none"> <li>- Air Filtration</li> <li>- 2 12V DC Power Outlets and 1 120V AC Power Outlet</li> <li>- Immobilizer</li> <li>- Perimeter Alarm</li> <li>- 2 Seatback Storage Pockets</li> <li>- Front Center Armrest and Rear Center Armrest w/Storage</li> <li>- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints</li> <li>- Digital Appearance</li> <li>- Outside Temp Gauge</li> <li>- Trip Computer</li> <li>- Redundant Digital Speedometer</li> <li>- Head-Up Display</li> <li>- Driver Information Center</li> <li>- Power Door Locks w/Autolock Feature</li> <li>- Delayed Accessory Power</li> <li>- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down</li> <li>- Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins</li> <li>- Kia Connect - Stolen Vehicle Recovery Tracker System</li> <li>- Smart Device Remote Engine Start</li> <li>- FOB Controls -inc: Cargo Access and Remote Start</li> <li>- Memory Settings -inc: Door Mirrors</li> <li>- Cargo Space Lights</li> <li>- Cargo Features -inc: Tire Mobility Kit</li> <li>- Cargo Area Concealed Storage</li> <li>- Trunk/Hatch Auto-Latch</li> <li>- Carpet Floor Trim</li> <li>- Full Carpet Floor Covering</li> <li>- Fade-To-Off Interior Lighting</li> <li>- Front Map Lights</li> <li>- Partial Floor Console w/Covered Storage, Mini Overhead Console, 2 12V DC Power Outlets and 1 120V AC Power Outlet</li> <li>- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror</li> <li>- Day-Night Auto-Dimming Rearview Mirror</li> <li>- Vegan Leather Seat Trim</li> <li>- Metal-Look Gear Shifter Material</li> <li>- Full Cloth Headliner</li> </ul>		<b>HIGHWAY MPG</b> <b>101</b>													
<ul style="list-style-type: none"> <li>- Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black/Metal-Look Console Insert and Metal-Look Interior Accents</li> <li>- Driver Foot Rest</li> <li>- Illuminated Glove Box</li> <li>- HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts</li> <li>- Voice Activated Dual Zone Front Automatic Air Conditioning</li> <li>- Distance Pacing w/Traffic Stop-Go</li> <li>- Cruise Control w/Steering Wheel Controls</li> <li>- HomeLink Garage Door Transmitter</li> <li>- Remote Releases -inc: Proximity Cargo Access and Power Charge Port Door</li> <li>- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button</li> <li>- Valet Function</li> <li>- Proximity Key For Doors And Push Button Start</li> <li>- 2 12V DC Power Outlets</li> <li>- Rear Cupholder</li> <li>- Front Cupholder</li> <li>- Style Leatherette Steering Wheel</li> <li>- Power Rear Windows and Fixed 3rd Row Windows</li> <li>- Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer</li> <li>- Manual Tilt/Telescoping Steering Column</li> <li>- 60-40 Folding Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat</li> <li>- Passenger Seat</li> <li>- Driver Seat</li> <li>- Heated &amp; Ventilated Front Bucket Seats -inc: 8-way power-adjustable front seats w/2-way power lumbar support and driver integrated Memory System</li> </ul>															
<b>ENTERTAINMENT</b> <ul style="list-style-type: none"> <li>- 2 LCD Monitors in The Front</li> <li>- Integrated Roof Antenna</li> <li>- Regular Amplifier</li> <li>- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Steering Wheel Controls</li> <li>- Radio: Meridian Premium Audio System -inc: 12.3" display, AVN 5.0 navigation system, 14 speakers, sub-woofer and external amplifier, Android Auto and Apple CarPlay capability, Bluetooth hands-free w/voice recognition, Telematics Mobile Unit , 1 front media port, 2 front USB ports and Wi-Fi hotspot</li> </ul>		<p>Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition</p>													
<b>EXTERIOR</b> <ul style="list-style-type: none"> <li>- Laminated Glass</li> <li>- Headlights-Automatic Highbeams</li> <li>- LED Brakelights</li> <li>- Perimeter/Approach Lights</li> <li>- Auto On/Off Aero-Composite Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off</li> <li>- Tailgate/Rear Door Lock Included w/Power Door Locks</li> <li>- Power Liftgate Rear Cargo Access</li> <li>- Black Grille</li> <li>- Wing Spoiler</li> <li>- Galvanized Steel/Aluminum Panels</li> <li>- Rain Detecting Variable Intermittent Wipers</li> <li>- Deep Tinted Glass</li> <li>- Fixed Rear Window w/Defroster</li> <li>- Black Power w/Tilt Down Heated Side Mirrors w/Power Folding and Turn Signal Indicator</li> <li>- Body-Colored Door Handles</li> <li>- Black Side Windows Trim and Black Rear Window Trim</li> <li>- Chrome Bodyside Insert, Black Bodyside Cladding and Body-Colored Wheel Well Trim</li> <li>- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert</li> <li>- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent</li> <li>- Express Open/Close Sliding And Tilting Glass 1st Row Sunroof w/Power Sunshade</li> <li>- Clearcoat Paint</li> <li>- Tire Mobility Kit</li> <li>- Tires: 235/55R19</li> <li>- Wheels: 7.5" x 19" Black Painted Alloy</li> </ul>		<b>MSRP</b> <b>\$51,700.00</b>													
<b>MECHANICAL</b> <ul style="list-style-type: none"> <li>- Lithium Polymer Traction Battery w/10.9 kW Onboard Charger, 68 Hrs Charge Time @ 110/120V, <b>8.7 Hrs Charge Time @ 220/240V</b>, 1.22 Hrs Charge Time @ 440V and 77.4 kWh Capacity</li> <li>- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake</li> <li>- Multi-Link Rear Suspension w/Coil Springs</li> <li>- Strut Front Suspension w/Coil Springs</li> <li>- Electric Power-Assist Speed-Sensing Steering</li> <li>- Front And Rear Anti-Roll Bars</li> <li>- Gas-Pressurized Shock Absorbers</li> <li>- 60-Amp/Hr Maintenance-Free Battery w/Run Down Protection</li> <li>- Rear-Wheel Drive</li> <li>- GVWR: 5,335 lbs</li> <li>- Axle Ratio: 10.650</li> </ul>		<b>INSTALLED OPTIONS</b> <table border="1"> <tr> <td>Aurora Black Pearl</td> <td>\$495</td> </tr> <tr> <td>Black, Seat Trim</td> <td>\$0</td> </tr> <tr> <td>[WLO] Wheel Locks</td> <td>\$60</td> </tr> <tr> <td>[CF] Carpeted Floor Mats</td> <td>\$170</td> </tr> <tr> <td>Original Shipping Charge</td> <td>\$1,295</td> </tr> <tr> <td><b>RETAIL PRICE (ORIGINALLY NEW)</b></td> <td><b>\$53,720.00</b></td> </tr> </table>		Aurora Black Pearl	\$495	Black, Seat Trim	\$0	[WLO] Wheel Locks	\$60	[CF] Carpeted Floor Mats	\$170	Original Shipping Charge	\$1,295	<b>RETAIL PRICE (ORIGINALLY NEW)</b>	<b>\$53,720.00</b>
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<b>Get more information on your smartphone:</b>															

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**MECHANICAL**

- Lithium Polymer Traction Battery w/10.9 kW Onboard Charger, 68 Hrs Charge Time @ 110/120V, 8.7 Hrs Charge Time @ 220/240V, 1.22 Hrs Charge Time @ 440V and 77.4 kWh Capacity
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

19. Plaintiff Bright decided to purchase the Class Vehicle due in large part to Kia’s representations about its range and the speed and ease of charging. She hoped to obtain a reliable form of transportation in light of increasing gasoline prices and to contribute to sustainability efforts by replacing a gasoline-powered vehicle.

20. Plaintiff Bright purchased a charger for the Class Vehicle from a licensed electrician, who professionally installed it at her residence in May 2022.

21. Within ten months of Plaintiff Bright’s purchase of the Class Vehicle, she began to notice that it did not reliably charge overnight. The charging process frequently stopped. Plaintiff Bright would check on the vehicle at various points during the night and need to restart the charging, only to find it stopped again. She tested the charging process with a different charger, but the same problem occurred, leading her to believe the cause lay with her vehicle rather than her charger.

22. After researching the issue online and seeing consumer complaints that appeared to match the problems she was experiencing, she contacted a Kia authorized dealer in Cerritos, California, to install the software change. The dealer installed the change on March 10, 2023. Later, she learned from reading consumer complaints that the change merely reduced the charging capacity, increasing charging times, without addressing the true cause of the Defect.

23. After the software change, Plaintiff Bright noticed that her Class Vehicle could achieve a 100% charge, but it took significantly longer than the charging time Kia had advertised.



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1           24. At all relevant times, Plaintiff Bright adhered to Kia’s recommended  
2 maintenance intervals, including by having her Class Vehicle serviced at a Kia  
3 dealership once it reached 8,000 miles.

4           25. Plaintiff Bright has suffered an ascertainable loss as a result of Defendants  
5 Kia and KMC’s omissions and/or misrepresentations associated with the Defect,  
6 including but not limited to the diminished value of her vehicle and other consequential  
7 damages.

8           26. Neither Defendants Kia and KMC, nor any of their agents, dealers, or other  
9 representatives, informed Plaintiff Bright of the existence of the Defect prior to or any  
10 time after her purchase.

11                           **2. Plaintiff Shane Mahon**

12           27. Plaintiff Shane Mahon resides in Dekalb, Illinois, and is a citizen of  
13 Illinois. He purchased a new 2022 Hyundai Ioniq 5 (VIN: KM8KNDAF1NU102438)  
14 from an authorized dealer in Kenosha, Wisconsin, on June 30, 2022.

15           28. Before purchasing the Class Vehicle, Plaintiff Mahon researched the  
16 vehicle on Hyundai’s website from his home in Dekalb, Illinois, which included review  
17 of materials produced by Hyundai touting the charging times for the vehicle. Plaintiff  
18 relied upon this information in making his purchase decision. He also read articles and  
19 watched videos by third-party reviewers explaining electric-vehicle charging and  
20 comparing different electric vehicles’ capabilities.

29. Prior to purchase, he also reviewed the vehicle's Monroney sticker, which included the advertised range and charging time of the vehicle. A copy of the Monroney sticker is below, followed by a detail of the portion listing those attributes:

VIN: KMBKNDAF1NU102438

**HYUNDAI** 2022 IONIQ 5 SEL AWD

SOLD TO: W038 ROSEN HYUNDAI OF NEWSHA 6201 13201 AVENUE, KI NUSHA WI 53143 SHIPPED TO: W038

**GOVERNMENT 5-STAR SAFETY RATINGS**

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

VIN: KMBKNDAF1NU102438  
 MODEL: 50442AEZ  
 ENGINE: EM17N5A8551D  
 PORT OF ENTRY: FT  
 EXTERIOR COLOR: PHANTOM BLACK  
 INTERIOR/SEAT COLOR: GRAY/GRAY  
 TRANSPORT: TRUCK  
 ACCESSORY WEIGHT: 20 lbs./ 9 kgs.  
 EMISSIONS: This vehicle meets emissions requirements in all 50 states and is a CARB certified Zero Emission Vehicle (ZEV)

**STANDARD FEATURES:**

**AMERICA'S BEST WARRANTY**  
 5-year/100,000-mile New Vehicle Warranty\*  
 10-year/100,000-mile Powertrain Warranty\*  
 5-year/100,000-mile In-Caric Vehicle System Warranty\*  
 7-year/Unlimited-mile Anti-rust/perforation Warranty\*  
 5-year/Unlimited-mile Complimentary Tire Inflation\*  
 5-year/Unlimited-mile Roadside Assistance\*  
 \*Limited warranties, see dealer for details.

**ADVANCED SAFETY TECHNOLOGY**  
 Forward Collision-Avoidance Assist INCLUDED  
 Blind-Spot Collision-Avoidance Assist High Beam Assist INCLUDED  
 Lane Keeping Assist, Lane Following Assist INCLUDED  
 Rear Cross Traffic Collision Avoidance Assist INCLUDED  
 Rear View Monitor, Front and Rear Parking Sensors INCLUDED  
 Driver Attention Warning INCLUDED  
 Rear Occupant Alert, Side Exit Assist INCLUDED  
 Ring-Through Roadside Safety, Individual, Flo Indicator INCLUDED

**POWERTRAIN TECHNOLOGY**  
 60kW e-Drive Electric Motor (200 HP), HTRAC All-Wheel Drive INCLUDED  
 7.4kWh Lithium-Ion Polymer Battery System (300V) INCLUDED  
 DC115kW Fast-Charging Capability w/ SAE Combo Port INCLUDED  
 11.6kWh On-Board Charger, Battery Pre-Heating System & Heat Pump INCLUDED  
 Single-Speed Reduct or Gear, Column-Mounted Shifter INCLUDED  
 Regenerative Brake Level Control, Paddles INCLUDED

**EXTERIOR**  
 17" Aero Alloy Wheels, Active Grille Shutters INCLUDED  
 LED Projector Auto Headlights, DRL and Taillights INCLUDED  
 Premium Front LED Accent Lighting INCLUDED  
 Power Folding Heated Side Mirrors w/ LED Turn Indicators INCLUDED  
 Anti-rust/Inhibitor Handles, Privacy Rear Glass INCLUDED  
 Rear Spoiler w/ LED Center High-Mount Stop Light INCLUDED

**COMFORT & CONVENIENCE**  
 Leatherette-Trimmec seats, Heated front seats INCLUDED  
 8-way Power Driver Seat w/ Lumbar, Ambient Interior Lighting INCLUDED  
 11.3" Telescoping Heated Leather Steering Wheel INCLUDED  
 Priority Play w/ Push Button Start INCLUDED  
 Dual Front Air, Temperature Control & Rear AC Vents INCLUDED  
 Auto-Dimming Rearview Mirror INCLUDED  
 12.3" Inch Digital Instrument Cluster w/ EV Tech Display INCLUDED  
 Wireless Device Charging, 2nd Row Armrest w/ Cupholders INCLUDED  
 60-40 Split 2nd Row Folding Seats w/ Side & Rodioe INCLUDED  
 Hands-free Smart Mobile with Auto Stop INCLUDED  
 Front & Rear USB C, 12V Power Outlets INCLUDED

**COMFORT & CONVENIENCE (cont.)**  
 12.3" Inch Navigation w/ Hyundai Auto (TM) and Apple CarPlay (TM) INCLUDED  
 Shift-Off Cruise Control w/ Stop & Go INCLUDED  
 Blind-Spot/Blind Turn Assist, Dynamic Voice Recognition INCLUDED  
 AKG® 10-Channel Surround Audio System INCLUDED  
 XG-Motion™ Hood w/96 Tray "Pop-Up" (not available in XG-Motion™) INCLUDED  
 Blue Link Commerce Services System Standard (internet req.) INCLUDED  
 Blue Link Climate Control (3-year Complimentary Service) INCLUDED  
 Blue Link Guidance Package (3-year Complimentary Service) INCLUDED  
 Tire Mobility Kit INCLUDED  
 Full Battery Charge INCLUDED

Manufacturer's Suggested Retail Price: **\$49,750.00**

**ADDED FEATURES:**  
 \*Complete Floor Mats \$195.00  
 \*Charge No. \$35.00  
 \*Charge Mat, Lip, Seatback \$115.00  
 \*Mat, Guests \$120.00  
 \*Wheel Locks \$55.00

**Total Price:** **\$51,595.00**

VIN: KMBKNDAF1NU102438

The 2022 Hyundai IONIQ 5 is the World Car of the Year

**EPA DOT Fuel Economy and Environment** Electric Vehicle

**Fuel Economy** **98 MPGe** Small SUVs range from 14 to 129 MPGe. The best vehicle rates 142 MPGe.  
 110 87 34  
 combined city highway kW-hrs per 100 miles

**You save \$3,250 in fuel costs over 5 years** compared to the average new vehicle.

**Driving Range** When fully charged, vehicle can travel about... **256 miles**  
 Charge Time: 8.5 hours (240V)

**Annual fuel cost \$650**

**Fuel Economy & Greenhouse Gas Rating** **10** Best  
**Smog Rating** **10** Best

**Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$0.13 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.**

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**PARTS CONTENT INFORMATION FOR VEHICLE IN THIS CARLINE:**  
 U.S./CANADIAN PARTS CONTENT:  
 MAJOR SOURCES OF FOREIGN PARTS CONTENT: KOREA: 95 %

Note: Parts content does not include final assembly, distribution, or other non-parts costs.

**FOR THIS VEHICLE:**  
 FINAL ASSEMBLY POINT: ULSAN, KOREA  
 COUNTRY OF ORIGIN: ENGINE: KOREA  
 TRANSMISSION: KOREA

161 A 1002CDREAM

VIN: KMBKNDAF1NU102438

**EPA DOT Fuel Economy and Environment** Electric Vehicle

**Fuel Economy** **98 MPGe** Small SUVs range from 14 to 129 MPGe. The best vehicle rates 142 MPGe.  
 110 87 34  
 combined city/hwy city highway kW-hrs per 100 miles

**You save \$3,250 in fuel costs over 5 years** compared to the average new vehicle.

**Driving Range** When fully charged, vehicle can travel about... **256 miles**  
 Charge Time: 8.5 hours (240V)

**Annual fuel cost \$650**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only) **10** Best  
**Smog Rating** (tailpipe only) **10** Best

**Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$0.13 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.**

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**Smartphone QR Code**

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1           30. Plaintiff Mahon decided to purchase the Class Vehicle due to Hyundai’s  
2 representations about its range and the speed and ease of charging. The assumption that  
3 he would be able to reliably charge overnight was instrumental to his decision to  
4 purchase an electric vehicle generally, and the Class Vehicle specifically.

5           31. Plaintiff Mahon purchased a charger for the Class Vehicle from a retailer  
6 and hired a licensed electrician to install a dedicated outlet at his residence in June 2022.

7           32. During the very first charge of Plaintiff Mahon’s Class Vehicle at his  
8 residence, the charger suddenly shut off. He examined the outlet and tried an alternate  
9 charger, but his Class Vehicle still experienced intermittent charging. Through trial and  
10 error, he found that reducing the amperage, which increased the charging time,  
11 generally rendered the vehicle able to charge without interruption—albeit more slowly  
12 than Hyundai had promised.

13           33. In approximately May 2023, Plaintiff Mahon noticed that his Class Vehicle  
14 had again begun to experience intermittent charging. He would plug in the charger only  
15 to see a notification from the mobile app associated with the Class Vehicle that the  
16 charging had stopped. The charging would stop at unpredictable intervals, generally  
17 between every five and twenty minutes. When the charging stopped, he would use the  
18 mobile app to restart it. During many of these episodes, however, the interruptions  
19 occurred so many times that the mobile app throttled his ability to remotely restart  
20 charging, requiring him to manually restart charging using the charger.

21           34. At all relevant times, Plaintiff Mahon adhered to Hyundai’s recommended  
22 maintenance intervals.

23           35. Plaintiff Mahon has suffered an ascertainable loss as a result of Defendants  
24 HMA and HMC’s omissions and/or misrepresentations associated with the Defect,  
25 including but not limited to the diminished value of his vehicle and other consequential  
26 damages.

27           36. Neither Defendants HMA and HMC, nor any of their agents, dealers, or  
28 other representatives, informed Plaintiff Mahon of the existence of the Defect prior to

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1 or any time after his purchase.

2 **3. Plaintiff Peter Conheim**

3 37. Plaintiff Peter Conheim primarily resides in El Cerrito, California, but  
4 spends much of his time in Los Cerrillos, New Mexico. He is a citizen of California.  
5 He purchased a new 2022 Hyundai Ioniq 5 (VIN: KM8KNDAF3NU102568) from an  
6 authorized dealer in Albuquerque, New Mexico, on June 27, 2022.

7 38. Before purchasing the Class Vehicle, Plaintiff Conheim researched the  
8 vehicle on Hyundai’s website and read articles by third-party reviewers explaining  
9 electric-vehicle charging and comparing different electric vehicles’ capabilities while  
10 in his home in Los Cerillos, New Mexico. He also reviewed Hyundai marketing and  
11 promotional materials available at the Albuquerque dealership and spoke with  
12 Hyundai sales representatives there.

13 39. Prior to purchase, he also reviewed the vehicle’s Monroney sticker,  
14 which included the advertised range and charging time of the vehicle. A copy of the  
15 Monroney sticker is below, followed by a detail of the portion listing those attributes:  
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VIN: KMKNDAF3NU102568

VIN: KMKNDAF3NU102568



2022 IONIQ 5 SEL AWD

**SOLD TO:** NM024  
LARRY H. MILLER SW HYUNDAI  
ALBUQUERQUE  
8000 I-405 NE  
ALBUQUERQUE, NM 87112

**SHIPPED TO:** NM024

**VIN:** KMKNDAF3NU102568  
**MODEL:** 5M4CAEZ  
**ENGINE:** EM17N5A5201D  
**PORT OF ENTRY:** NC  
**EXTERIOR COLOR:** DIGITAL TEAL  
**INTERIOR SEAT COLOR:** BLACK/BLACK  
**TRANSPORT:** TRUCK  
**ACCESSORY WEIGHT:** 20 lbs./9 kgs.  
**EMISSIONS:** This vehicle meets emissions requirements in all 50 states and is a CARB certified Zero Emission Vehicle (ZEV)

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA).  
www.safercar.gov or 1-888-327-4236

**STANDARD FEATURES:**  
**AMERICA'S BEST WARRANTY**  
5-year/60,000-mile New Vehicle Warranty\*  
10-year/100,000-mile Powertrain Warranty\*  
3-year/50,000-mile 3-Component Vehicle System Warranty\*  
7-year/Unlimited-mile Anti-rust/perforation Warranty\*  
3-year/50,000-mile Complimentary Maintenance\*  
3-year/Unlimited-mile Roadside Assistance\*  
\*Limited warranties, see dealer for details.

**ADVANCED SAFETY TECHNOLOGY**  
Forward Collision-Avoidance Assist INCLUDED  
Blind-Spot Collision-Avoidance Assist INCLUDED  
Lane Keeping Assist, Lane Following Assist INCLUDED  
Rear Cross-Traffic Collision Avoidance Assist INCLUDED  
Rear View Monitor, Front and Rear Parking Sensors INCLUDED  
Driver Attention Warning INCLUDED  
Rear Occupant Alert, Side Lull Assist, INCLUDED  
Rear Occupant Monitoring, Speech w/ Individual Tire Indicator INCLUDED

**POWERTRAIN TECHNOLOGY**  
240V, 168kW Dual Electric Motor (200 HP), HTRAC All-Wheel Drive INCLUDED  
77.4kWh Lithium-Ion Polymer Battery System (300V) INCLUDED  
DC 11kW Fast-Charging Capability w/ SAE Combo Port INCLUDED  
10.1kW On-Board Charger, Battery Pre-Heating System & Heat Pump INCLUDED  
Single-Speed Reducted Gear, Column-Mounted Shifter INCLUDED  
Regenerative Brake Level Control, Paddles INCLUDED

**EXTERIOR**  
17" Aero Alloy Wheels, Active Grille Shutters INCLUDED  
LED Projector Headlights, DRL and Taillights INCLUDED  
Premium Front LED Accent Lighting INCLUDED  
Power Folding Heated Side Mirrors, LED Turn Indicators INCLUDED  
Auto-retracting flush door handles, Privacy Rear Glass INCLUDED  
Rear Spoiler w/ LED Light Bar, High Mount Stop Light INCLUDED

**COMFORT & CONVENIENCE**  
1000W/17" Premium Audio, Heated Rear Seats INCLUDED  
Smart Power Driver Seat w/ Lumbar, Ambient Interior Lighting INCLUDED  
13.3" Infotainment Screen, Leather Seating, Wireless Charging INCLUDED  
Proximity Key w/ Push Button Start INCLUDED  
Dual Front Air, Auto Temperature Control & Rear A/C Vents INCLUDED  
Auto-Dimming Rearview Mirror INCLUDED  
12.3" Digital Instrument Cluster w/ EV Tech Display INCLUDED  
Wireless Device Charging INCLUDED  
Center Console w/ Storage, 2nd Row Armrest w/ Cupholders INCLUDED  
2040 Sp/12.2nd Row Locking Storage w/ Wireless & Radio, INCLUDED  
Hands-Free Smart, 1.8 liter w/ Auto Open INCLUDED  
Front & Rear USB-C Ports, 17W Power Outlets INCLUDED

**COMFORT & CONVENIENCE (cont.)**  
12.3" Infotainment w/ Android Auto (TM) and Apple CarPlay (TM) INCLUDED  
Smart Cruise Control w/ Stop & Go INCLUDED  
Navigation, Blind Spot Monitor, Dynamic Voice Recognition INCLUDED  
Auto Hold, Hands-Free Audio System INCLUDED  
Keyless-Start, Halo w/ LED Light Signature, No Start/No In INCLUDED  
Key, 2x 12" H INCLUDED  
Blue-LED Connected Services, 3-year Standard (available for INCLUDED  
Black-LED Climate Control (3-year Complimentary Service) INCLUDED  
Black-LED Climate Control (3-year Complimentary Service) INCLUDED  
The Mobility Kit INCLUDED  
Full Battery Charge INCLUDED

Manufacturer's Suggested Retail Price: **\$49,750.00**

**ADDED FEATURES:**  
Cargo Package \$300.00  
Cargo Mat, Cargo Net, and 1st Aid Kit \$195.00  
The Mobility Kit \$120.00  
Misc. Goods

Total Price: **\$51,560.00**

The 2022 Hyundai IONIQ 5 is the World Car of the Year

EPA DOT Fuel Economy and Environment Electric Vehicle

**Fuel Economy**  
**98 MPGe** Small SUVs range from 14 to 129 MPGe. The best vehicle rates 142 MPGe.  
110 87 34  
combined city/hwy city highway kW-hrs per 100 miles

**Driving Range**  
When fully charged, vehicle can travel about...  
256 miles  
Charge Time: 8.5 hours (240V)

**Annual fuel cost \$650**

**Fuel Economy & Greenhouse Gas Rating (tailpipe only)**  
1 Best 10 Best

**You save \$3,250**  
in fuel costs over 5 years compared to the average new vehicle.

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Calculate personalized estimates and compare vehicles.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPGe and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$0.13 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

**PARTS CONTENT INFORMATION FOR VEHICLE IN THIS COUNTRY:**  
U.S./CANADIAN PARTS CONTENT: MAJOR SOURCES OF FOREIGN PARTS CONTENT: KOREA: 95 %

FOR THIS VEHICLE:  
FINAL ASSEMBLY POINT: ULSAN, KOREA  
COUNTRY OF ORIGIN: ENGINE: KOREA  
TRANSMISSION: KOREA

175 A 1552V7H740

VIN: KMKNDAF3NU102568

EPA DOT Fuel Economy and Environment Electric Vehicle

**Fuel Economy**  
**98 MPGe** Small SUVs range from 14 to 129 MPGe. The best vehicle rates 142 MPGe.  
110 87 34  
combined city/hwy city highway kW-hrs per 100 miles

**Driving Range**  
When fully charged, vehicle can travel about...  
256 miles  
Charge Time: 8.5 hours (240V)

**Annual fuel cost \$650**

**Fuel Economy & Greenhouse Gas Rating (tailpipe only)**  
1 Best 10 Best

**You save \$3,250**  
in fuel costs over 5 years compared to the average new vehicle.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPGe and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$0.13 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

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Calculate personalized estimates and compare vehicles.

40. Plaintiff Conheim decided to purchase the Class Vehicle due to Hyundai's representations about its range and the speed and ease of charging.

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1 41. Plaintiff Conheim purchased a charger, which was professionally installed  
2 at Plaintiff Conheim’s Los Cerillos, New Mexico, residence by a licensed electrician.

3 42. During the first hour of the very first charge of Plaintiff Conheim’s Class  
4 Vehicle in Los Cerillos, New Mexico, the charger suddenly shut off. Believing the  
5 malfunction could have been caused by the electrician’s wiring, he asked the electrician  
6 to rewire the charging infrastructure to reduce the amperage it dispensed. However,  
7 upon further researching the issue, he came upon other Ioniq 5 owners’ reports of  
8 similar experiences and deduced that the issue arose from his vehicle, not the charger.

9 43. Plaintiff Conheim’s Class Vehicle experiences this issue consistently.  
10 Through trial and error, he found that reducing the amperage, which increased the  
11 charging time, generally rendered the vehicle able to charge without interruption—  
12 albeit more slowly than Hyundai had promised. Every time he tried to charge the Class  
13 Vehicle without first reducing the amperage, the charging process would suddenly stop.

14 44. Plaintiff Conheim researched consumer complaints about the Defect and  
15 realized that the charging problems he consistently experienced were common. He also  
16 filed a complaint with the National Highway Traffic Safety Administration about the  
17 Defect..

18 45. At all relevant times, Plaintiff Conheim adhered to Hyundai’s  
19 recommended maintenance intervals.

20 46. Plaintiff Conheim has suffered an ascertainable loss as a result of  
21 Defendants HMA and HMC’s omissions and/or misrepresentations associated with the  
22 Defect, including but not limited to the diminished value of his vehicle and other  
23 consequential damages.

24 47. Neither Defendants HMA and HMC, nor any of their agents, dealers, or  
25 other representatives, informed Plaintiff Conheim of the existence of the Defect prior  
26 to or any time after his purchase.

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**4. Plaintiff Kingsley Bernie**



48. Plaintiff Kingsley Bernie resides in Rochester, New York, and is a citizen of New York. He purchased a new 2022 Kia EV6 (VIN: KNDC3DLC7N5066167) from an authorized dealer in Rochester, New York, on September 6, 2022.

49. Before purchasing the Class Vehicle, Plaintiff Bernie researched the vehicle on Kia’s website, reviewed Kia marketing and promotional materials available at the dealership, spoke with Kia sales representatives, and watched videos by third-party reviewers explaining electric-vehicle charging and comparing different electric vehicles’ capabilities.

50. Prior to purchase, he also reviewed the vehicle’s Monroney sticker, which included the charging time of the vehicle. A database-generated version of the Monroney sticker containing the same information as the display version is below, with the portion listing that attribute highlighted and followed by a detail of that portion:

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Year: 2022 Make: Kia Model: EV6 Wind AWD VIN: KNDC3DLC7N5066167	Engine: Electric Motor Transmission: 1-Speed A/T Exterior: Glacier (GLB) Interior: Charcoal/Misty Gray			
<b>SAFETY</b> <ul style="list-style-type: none"> <li>· Rear View Monitor w/Parking Guidance-Dynamic Back-Up Camera</li> <li>· Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners</li> <li>· Power Rear Child Safety Locks</li> <li>· Driver Knee Airbag</li> <li>· Airbag Occupancy Sensor</li> <li>· Curtain 1st And 2nd Row Airbags</li> <li>· Dual Stage Driver And Passenger Front Airbags</li> <li>· Tire Specific Low Tire Pressure Warning</li> <li>· Parking Distance Warning - Forward &amp; Reverse Front And Rear Parking Sensors</li> <li>· Forward Collision-Avoidance Assist</li> <li>· Collision Mitigation-Rear</li> <li>· Driver Monitoring-Alert</li> <li>· Collision Mitigation-Front</li> <li>· Lane Keeping Assist System w/Lane Following Assist Lane Departure Warning</li> <li>· Lane Keeping Assist System w/Lane Following Assist Lane Keeping Assist</li> <li>· Blind-Spot Collision-Avoidance Assist Blind Spot Emergency Sos</li> <li>· Dual Stage Driver And Passenger Seat-Mounted Side Airbags</li> <li>· Side Impact Beams</li> <li>· ABS And Driveline Traction Control</li> <li>· Vehicle Stability Management Electronic Stability Control</li> <li>· Highway Driving Assist</li> </ul>	<ul style="list-style-type: none"> <li>· HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts</li> <li>· Voice Activated Dual Zone Front Automatic Air Conditioning</li> <li>· Distance Pacing w/Traffic Stop-Go</li> <li>· Cruise Control w/Steering Wheel Controls</li> <li>· Remote Releases -Inc: Proximity Cargo Access and Power Charge Port Door</li> <li>· Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button</li> <li>· Valet Function</li> <li>· Proximity Key For Doors And Push Button Start</li> <li>· 2 12V DC Power Outlets</li> <li>· Rear Cupholder</li> <li>· Front Cupholder</li> <li>· Heated Leatherette Steering Wheel</li> <li>· Power Rear Windows and Fixed 3rd Row Windows</li> <li>· Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer</li> <li>· Manual Tilt/Telescoping Steering Column</li> <li>· 60-40 Folding Bench Front Facing Heated Manual Reclining Fold Forward Seatback Rear Seat</li> <li>· Passenger Seat</li> <li>· Driver Seat</li> <li>· Heated &amp; Ventilated Front Bucket Seats -inc: 8-way power-adjustable front seats w/2-way power lumbar support and driver integrated Memory System</li> </ul>	<b>CITY MPG</b> <b>116</b>		<b>HIGHWAY MPG</b> <b>94</b>
Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition				
<b>New</b>				
<b>MSRP</b>			<b>\$51,400.00</b>	
<b>INSTALLED OPTIONS</b>				
[GLB] Glacier			\$495	
[CVH] Charcoal/Misty Gray, Vegan Leather Seat Trim			\$0	
[EH] Ec Mirror W/Homelink			\$350	
[CAB] Cargo Mat W/Luggage Board			\$95	
[CF] Carpeted Floor Mats			\$170	
Original Shipping Charge			\$1,295	
<b>RETAIL PRICE (ORIGINALLY NEW)</b>			<b>\$53,805.00</b>	
<b>ENTERTAINMENT</b> <ul style="list-style-type: none"> <li>· 2 LCD Monitors In The Front</li> <li>· Integrated Roof Antenna</li> <li>· Regular Amplifier</li> <li>· Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Steering Wheel Controls</li> <li>· Radio: Meridian Premium Audio System -inc: 12.3" display, AVN 5.0 navigation system, 14 speakers, sub-woofer and external amplifier, Android Auto and Apple CarPlay capability, Bluetooth hands-free w/voice recognition, Telematics Mobile Unit, 1 front media port, 2 front USB ports and Wi-Fi hotspot</li> </ul>				
<b>EXTERIOR</b> <ul style="list-style-type: none"> <li>· Laminated Glass</li> <li>· Headlights-Automatic Highbeams</li> <li>· LED Brakelights</li> <li>· Perimeter/Approach Lights</li> <li>· Auto On/Off Aero-Composite Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off</li> <li>· Tailgate/Rear Door Lock Included w/Power Door Locks</li> <li>· Power Liftgate Rear Cargo Access</li> <li>· Black Grille</li> <li>· Wing Spoiler</li> <li>· Galvanized Steel/Aluminum Panels</li> <li>· Rain Detecting Variable Intermittent Wipers</li> <li>· Deep Tinted Glass</li> <li>· Fixed Rear Window w/Defroster</li> <li>· Black Power w/Tilt Down Heated Side Mirrors w/Power Folding and Turn Signal Indicator</li> <li>· Chrome Bodyside Insert, Black Bodyside Cladding and Black Wheel Well Trim</li> <li>· Body-Colored Door Handles</li> <li>· Black Side Windows Trim and Black Rear Window Trim</li> <li>· Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent and Chrome Bumper Insert</li> <li>· Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent</li> <li>· Clearcoat Paint</li> <li>· Tire Mobility Kit</li> <li>· Tires: 235/55R19</li> <li>· Wheels: 7.5J x 19" Black Painted Alloy</li> </ul>				
<b>INTERIOR</b> <ul style="list-style-type: none"> <li>· Air Filtration</li> <li>· 2 12V DC Power Outlets and 1 120V AC Power Outlet</li> <li>· Immobilizer</li> <li>· Perimeter Alarm</li> <li>· 2 Seatback Storage Pockets</li> <li>· Front Center Armrest and Rear Center Armrest w/Storage</li> <li>· Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints</li> <li>· Digital Appearance</li> <li>· Outside Temp Gauge</li> <li>· Trip Computer</li> <li>· Driver Information Center</li> <li>· Power Door Locks w/Autolock Feature</li> <li>· Delayed Accessory Power</li> <li>· Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down</li> <li>· Instrument Panel Covered Bin, Driver / Passenger And Rear Door Bins</li> <li>· Kia Connect - Stolen Vehicle Recovery Tracker System</li> <li>· Smart Device Remote Engine Start</li> <li>· FOB Controls -inc: Cargo Access and Remote Start</li> <li>· Memory Settings -inc: Door Mirrors</li> <li>· Cargo Space Lights</li> <li>· Cargo Features -inc: Tire Mobility Kit</li> <li>· Cargo Area Concealed Storage</li> <li>· Trunk/Hatch Auto-Latch</li> <li>· Carpet Floor Trim</li> <li>· Full Carpet Floor Covering</li> <li>· Fade-To-Off Interior Lighting</li> <li>· Front Map Lights</li> <li>· Partial Floor Console w/Covered Storage, Mini Overhead Console, 2 12V DC Power Outlets and 1 120V AC Power Outlet</li> <li>· Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror</li> <li>· Day-Night Auto-Dimming Rearview Mirror</li> <li>· Vegan Leather Seat Trim</li> <li>· Full Cloth Headliner</li> <li>· Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black/Metal-Look Console Insert and Metal-Look Interior Accents</li> <li>· Driver Foot Rest</li> <li>· Illuminated Glove Box</li> </ul>				
<b>MECHANICAL</b> <ul style="list-style-type: none"> <li>· Lithium Polymer Traction Battery w/10.9 kW Onboard Charger, 68 Hrs Charge Time @ 110/120V, 8.4 Hrs Charge Time @ 220/240V, 1.22 Hrs Charge Time @ 440V and 77.4 kWh Capacity</li> <li>· Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake</li> <li>· Multi-Link Rear Suspension w/Coil Springs</li> <li>· Strut Front Suspension w/Coil Springs</li> <li>· Permanent Locking Hubs</li> <li>· Electric Power-Assist Speed-Sensing Steering</li> <li>· Front And Rear Anti-Roll Bars</li> <li>· Gas-Pressurized Shock Absorbers</li> <li>· 60-Amp/HR Maintenance-Free Battery w/Run Down Protection</li> <li>· Automatic Full-Time All-Wheel</li> <li>· GVWR: 5,556 lbs</li> <li>· Axle Ratio: 10.650</li> </ul>				
<b>Get more information on your smartphone:</b>				
				

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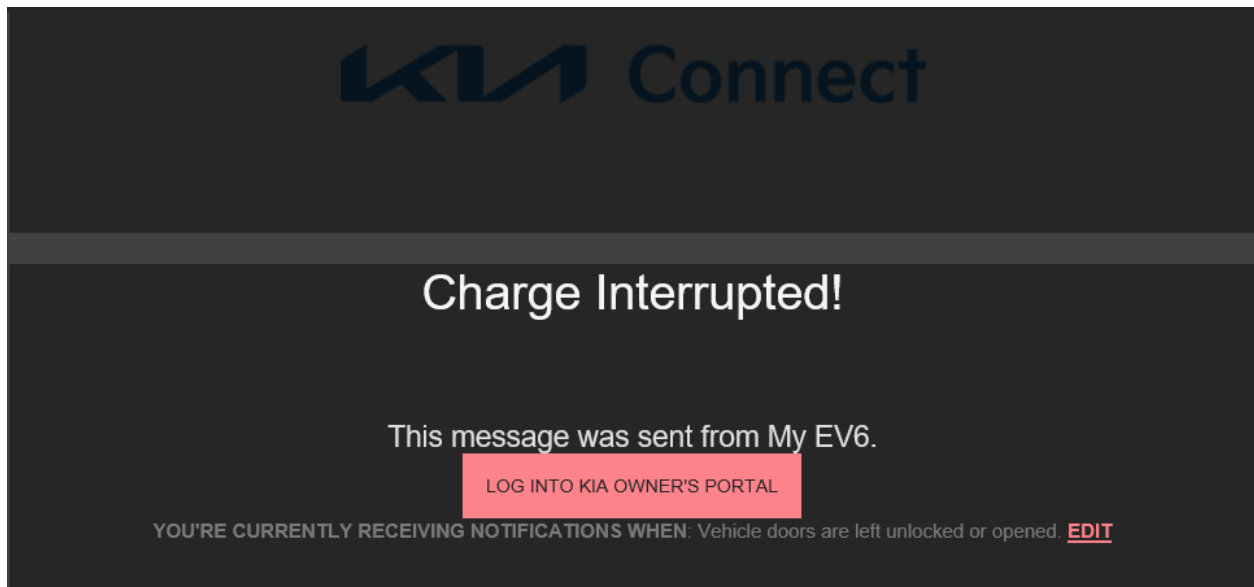
## MECHANICAL

- Lithium Polymer Traction Battery w/10.9 kW Onboard Charger, 68 Hrs Charge Time @ 110/120V, 8.4 Hrs Charge Time @ 220/240V, 1.22 Hrs Charge Time @ 440V and 77.4 kWh Capacity
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

51. Plaintiff Bernie decided to purchase the Class Vehicle due to Kia’s representations about its range and the speed and ease of charging. In particular, Plaintiff Bernie compared Kia’s advertised charging speed to those of other manufacturers’ similar vehicles when deciding to purchase his Class Vehicle.

52. Plaintiff Bernie purchased a charger for the Class Vehicle from a licensed electrician, who professionally installed it at his residence in August 2022.

53. In approximately May 2023, he began to notice that his Class Vehicle did not reliably charge overnight. The charging process frequently stopped after as little as 20 minutes, and Plaintiff Bernie would then need to restart it. When the charging stopped, he generally received an email from Kia. An example is below:



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1 54. Plaintiff Bernie checked his fuse box and contacted the electrician who had  
2 installed his charger, but was informed that the issue lay with his vehicle rather than the  
3 charger or its infrastructure. He corroborated this advice by researching the issue online  
4 and seeing consumer complaints that appeared to match the problems he was  
5 experiencing.

6 55. Plaintiff Bernie reduced the amperage of his charger, but his Class Vehicle  
7 continued to experience the Defect. The time his Class Vehicle requires to attain a full  
8 charge has significantly increased beyond the charging time Kia advertised even as the  
9 intermittent stopping and starting of the charging process continues.

10 56. In an attempt to obtain the full benefit of Kia’s advertised charging rate,  
11 Plaintiff Bernie had the software change installed at an authorized dealership on August  
12 22, 2023. But even later that day, his Class Vehicle continued to experience the Defect.  
13 Plaintiff Bernie found that he had to further reduce the amperage of his charger to avoid  
14 the charging process suddenly stopping.

15 57. At all relevant times, Plaintiff Bernie adhered to Kia’s recommended  
16 maintenance intervals.

17 58. Plaintiff Bernie has suffered an ascertainable loss as a result of Defendants  
18 Kia and KMC’s omissions and/or misrepresentations associated with the Defect,  
19 including but not limited to the diminished value of his vehicle and other consequential  
20 damages.

21 59. Neither Defendants Kia and KMC, nor any of their agents, dealers, or other  
22 representatives, informed Plaintiff Bernie of the existence of the Defect prior to or any  
23 time after his purchase.

24 **B. DEFENDANTS**

25 **1. Hyundai Motor America and Hyundai Motor Company**

26 60. Defendant Hyundai Motor Company, Ltd. is a South Korean multinational  
27 automaker headquartered in Seoul, South Korea. HMC is the parent corporation of  
28 Hyundai Motor America, Inc.

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1           61. Defendant HMC is a multinational corporation with over 75,000  
2 employees worldwide. HMC is currently the fifth-largest automobile manufacturer in  
3 the world. HMC, through its various entities, designs, manufactures, markets,  
4 distributes, and sells Hyundai automobiles in California and multiple other locations in  
5 the United States.

6           62. Defendant HMA is incorporated and headquartered in the State of  
7 California with its principal place of business at 10550 Talbert Avenue, Fountain  
8 Valley, California 92708. HMA operates HMC’s U.S. sales and marketing division.  
9 HMA distributes Hyundai vehicles and sells these vehicles through its network of  
10 dealerships that are the agents of HMA and HMC. Money received from the purchase  
11 of a Hyundai vehicle from a dealership flows from the dealer to HMA.

12           63. There exists, and at all relevant times existed, a unity of ownership among  
13 HMC, HMA and their agents such that any individuality or separateness between them  
14 has ceased and each of them is the alter ego of the others.

15           64. Upon information and belief, Defendant HMC communicates with  
16 Defendant HMA concerning virtually all aspects of the Hyundai products it distributes  
17 within the United States.

18           65. Upon information and belief, Defendants HMA and HMC developed the  
19 window stickers (Monroney labels), post-purchase owner’s manuals, warranty  
20 booklets, and information included in maintenance recommendations and/or schedules  
21 for the Hyundai Class Vehicles, as well as providing statements and warranties  
22 concerning charging times.

23           66. HMA and HMC are collectively referred to in this Complaint as “Hyundai”  
24 unless identified separately.

25           67. Hyundai engages in continuous and substantial business in California.

26           **2. Kia America, Inc. and Kia Motors Corporation**

27           68. Defendant Kia Motors Corporation is a multinational South Korean  
28 corporation with over 52,000 employees worldwide. Defendant Kia America, Inc.,



1 through its various entities, designs, manufactures, markets, distributes and sells Kia  
2 automobiles in California and throughout the United States.

3 69. Defendant Kia America, Inc. is incorporated and headquartered in the state  
4 of California with its principal place of business at 111 Peters Canyon Road, Irvine,  
5 California 92606. KMC is the parent corporation of Kia America, Inc. Kia operates the  
6 U.S. sales and marketing division of its parent company, Kia Motors Corporation,  
7 which oversees sales and other operations across the United States. Kia distributes Kia  
8 vehicles and sells these vehicles through its network of dealerships. Money received  
9 from the purchase or lease of a Kia vehicle from a dealership flows from the dealer to  
10 Kia.

11 70. As of December 2021, KMC's largest shareholder is Hyundai Motor  
12 Company, which holds 33.88 percent of KMC's stock.<sup>3</sup>

13 71. Upon information and belief, the distribution, service, repair, installation,  
14 and decisions regarding the Kia Class Vehicles as they relate to the Defect were all  
15 carried out by Kia.

16 72. Upon information and belief, Kia developed the window (Monrone) <sup>3</sup>  
17 stickers, post-purchase owner's manuals, warranty booklets, and information included  
18 in maintenance recommendations and/or schedules for the Kia Class Vehicles, as well  
19 as providing statements and warranties concerning charging times.

20 **3. Genesis Motor, LLC and Genesis Motor America LLC**

21 73. Genesis Motor LLC ("Genesis Motor") is a Korean corporation and a  
22 division of Hyundai Motor Company.

23 74. Genesis Motor America LLC ("Genesis") is incorporated and  
24 headquartered in the State of California with its principal place of business at 10550  
25

26 <sup>3</sup> Kia, *2023 Sustainability Report* 107,  
27 [https://worldwide.kia.com/int/files/company/sr/sustainability-report/sustainability-](https://worldwide.kia.com/int/files/company/sr/sustainability-report/sustainability-report-2023-int.pdf)  
28 [report-2023-int.pdf](https://worldwide.kia.com/int/files/company/sr/sustainability-report/sustainability-report-2023-int.pdf) (last visited Aug. 21, 2023).



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1 Talbert Avenue, Fountain Valley, California 92708. Genesis sells and markets higher-  
2 end vehicles, which it distributes and sells through its network of dealerships that are  
3 the agents of Genesis, HMA, and HMC. Money received from the purchase of a Genesis  
4 vehicle from a dealership flows from the dealer to Genesis and HMA.

5 75. Upon information and belief, the distribution, service, repair, installation,  
6 and decisions regarding the Genesis Class Vehicles as they relate to the Defect were all  
7 carried out by Genesis.

8 76. Upon information and belief, Genesis developed the window (Monroney)  
9 stickers, post-purchase owner’s manuals, warranty booklets, and information included  
10 in maintenance recommendations and/or schedules for the Genesis Class Vehicles, as  
11 well as providing statements and warranties concerning charging times.

12 **4. The Relationship among the Defendants**

13 77. HMA, Kia, and Genesis are each part of the South Korea-based Hyundai  
14 Motor Group conglomerate.

15 78. Defendants share factories, parts, and intellectual property.

16 79. Hyundai and Genesis share the same headquarters in Fountain Valley, CA.

17 80. The electric-vehicle charging equipment that is the subject of this  
18 litigation—specifically, the charging coupling—was manufactured by Hyundai and  
19 used in the Class Vehicles.

20 81. On information and belief, Defendants jointly determined a response to the  
21 complaints of Class Members.

22 **IV. CALIFORNIA LAW APPLIES TO THE NATIONWIDE CLASS**

23 82. It is appropriate to apply California law to the nationwide claims because  
24 California’s interest in this litigation exceeds that of any other state.

25 83. Defendant HMA is located in Fountain Valley, California, and is the sole  
26 entity in the United States responsible for distributing, selling, leasing, and warranting  
27 Hyundai vehicles.

28 84. Defendant Kia America, Inc. is located in Irvine, California, and is the sole

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1 entity in the United States responsible for distributing, selling, leasing, and warranting  
2 Kia vehicles.

3 85. Defendant Genesis is located in Fountain Valley, California, and is the sole  
4 entity in the United States responsible for distributing, selling, leasing, and warranting  
5 Genesis vehicles.

6 86. HMA, Kia, and Genesis maintain their customer relations, engineering,  
7 marketing, and warranty departments at their corporate headquarters in this district.  
8 HMA’s customer-service complaint address is Hyundai Motor America, P.O. Box  
9 20850, Fountain Valley, CA 92728. Kia’s customer-service complaint address is Kia  
10 Motors America Consumer Affairs Department, P.O. Box 52410, Irvine, California  
11 92619. Genesis’s customer-service complaint address is Genesis Customer Care, P.O.  
12 Box 20650, Fountain Valley, CA 92728. HMA, Kia, and Genesis’s customer-relations  
13 departments are responsible for fielding customer complaints and monitoring customer  
14 complaints posted to their respective websites or third-party websites.

15 87. Defendants’ warranty and engineering departments are responsible for the  
16 decisions to conceal the Defect from Defendants’ respective customers, and for  
17 neglecting to inform consumers of the Defect.

18 88. Based on the foregoing, such policies, practices, acts, and omissions giving  
19 rise to this were developed in, and emanated from, Hyundai’s headquarters in Fountain  
20 Valley, California, Kia’s headquarters in Irvine, California, and Genesis’s headquarters  
21 in Fountain Valley, California. As detailed below, Defendants also came to know, or  
22 should have come to know, of the Defect through the activities of their divisions and  
23 affiliated entities located within California. Accordingly, the State of California has the  
24 most significant relationship to this litigation and its law should govern.

25 **V. TOLLING OF STATUTES OF LIMITATIONS**

26 89. Defendants’ knowing and active concealment and denial of the facts  
27 alleged herein have tolled any applicable statute(s) of limitations. Plaintiffs and the  
28 members of the Classes could not have reasonably discovered the true, latent nature of

1 the Defect until shortly before this class action litigation commenced.

2 90. Defendants were and remain under a continuing duty to disclose to  
3 Plaintiffs and the Members of the Class the true character, quality, and nature of the  
4 Class Vehicles and the Defect. As a result of Defendants' ongoing concealment, any  
5 and all applicable statutes of limitations otherwise applicable to the allegations herein  
6 have been tolled.

## 7 VI. FACTUAL ALLEGATIONS

### 8 A. Defendants' Marketing of the Class Vehicles

9 91. Hyundai designs, engineers, manufactures, and sells vehicles throughout  
10 the United States through its network of authorized motor vehicle dealers.

11 92. Hyundai is the fifth-largest automaker in the world,<sup>4</sup> with average annual  
12 sales for all vehicles, including the Class Vehicles, of over 700,000 vehicles in the U.S.<sup>5</sup>  
13 and over 3,958,000 vehicles globally in 2022.<sup>6</sup> Sales of the Ioniq 5 were approximately  
14 23,000 in 2022.<sup>7</sup>

15 93. Hyundai's business is performing immensely well. For example, in July  
16 2021, it announced that it had had its largest profit in seven years,<sup>8</sup> and its website

17  
18 <sup>4</sup> Hyundai, *Hyundai Motor Rises to Top Five Automotive Brands in Interbrand's 2020*  
19 *Global Brand Ranking* (Oct. 20, 2020),  
20 <https://www.hyundai.com/worldwide/en/company/newsroom/hyundai-motor-rises-to-top-five-automotive-brands-in-interbrand%25E2%2580%2599s-2020-global-brand-ranking-0000016554>.

21  
22 <sup>5</sup> Good Car Bad Car, *Hyundai Sales Figures – US Market*,  
23 <https://www.goodcarbadcar.net/hyundai-us-sales-figures/> (last visited Aug. 21, 2023).

24 <sup>6</sup> Hyundai, *Investor Relations*, <https://www.hyundai.com/worldwide/en/company/ir>  
25 (last visited Aug. 21, 2023).

26 <sup>7</sup> Car Figures, *Hyundai Ioniq 5 US Sales Figures* (Aug. 2, 2023),  
27 <https://carfigures.com/us-market-brand/hyundai/ioniq-5>.

28 <sup>8</sup> Kyunghye Park, *Hyundai Has Biggest Profit in Seven Years, Warns about Chips*,

1 indicates that in 2019, it had exceeded 100 trillion South Korean won in sales, its  
2 “highest ever sales figure, and the continuation of a long history of solid performance.”<sup>9</sup>

3 94. Overall, Hyundai touts its vehicles’ “high quality, dependability and  
4 reliability” and that its “dedication and commitment to building vehicles of the highest  
5 quality knows no bounds.”<sup>10</sup>

6 95. Kia designs, engineers, manufactures, and sells vehicles throughout the  
7 United States.

8 96. Kia distributes and sells a complete line of Kia vehicles through more than  
9 755 authorized dealers throughout the United States. Money received from the purchase  
10 or lease of a Kia vehicle from a dealership flows from the dealer to Kia and KMC.

11 97. Kia touts its vehicles’ dependability, and it prominently advertises that Kia  
12 is the “#1 Brand in Vehicle Dependability Study” among mass market brands in long-  
13 term reliability according to J.D. Power.<sup>11</sup>

14 98. Like Hyundai, Kia’s business is performing immensely well. In September  
15 2021, Kia announced that it had experienced its best-ever third-quarter sales in company  
16 history for a total of 177,014 vehicles sold, and that this result contributed to Kia’s  
17 highest ever sales performance for the first nine months of a calendar year—a total of  
18 555,525 vehicles—a nine-percent increase over the previous first three-quarter sales  
19 record of 491,764 vehicles.<sup>12</sup>

20  
21 *Bloomberg* (July 22, 2021) <https://www.bloomberg.com/news/articles/2021-07-22/hyundai-motor-posts-biggest-profit-in-seven-years-on-ev-models>.

22  
23 <sup>9</sup> Hyundai, *Investor Relations*, <https://www.hyundai.com/worldwide/en/company/ir>  
(last visited Aug. 21, 2023).

24  
25 <sup>10</sup> Hyundai, *America’s Best Warranty* <https://www.hyundaiusa.com/us/en/assurance/america-best-warranty> (last visited Aug. 21, 2023).

26  
27 <sup>11</sup> Kia, *Why Kia?*, <https://www.kia.com/us/en/why-kia> (last visited Aug. 21, 2023).

28 <sup>12</sup> Kia, *Kia America Sets Best-Ever Third Quarter Sales Performance in Company*

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1 99. The Class Vehicles have contributed substantially to Defendants’ success  
2 and feature prominently in their marketing.<sup>13</sup>

3 100. The Class Vehicles are electric vehicles. Each has a fully electric drivetrain  
4 and requires regular charging. Owners and lessees’ capacity to use and enjoy their Class  
5 Vehicles depends on their ability to reliably charge the vehicles at the advertised rates.  
6 Without that ability, the Class Vehicles’ range and dependability is severely hampered.

7 101. Accordingly, Defendants emphasize the Class Vehicles’ charging  
8 capabilities in their marketing to prospective consumers. For example, Hyundai’s  
9 website for the 2023 Ioniq 6 highlights the ease and speed of charging using different



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17 **Get up to 361 miles  
18 of range. Fast.**

IONIQ 6 was designed to be the most aerodynamic Hyundai to help give it the highest range of any all-electric Hyundai, at up to EPA-estimated 361 miles. And it's one of the few electric vehicles that can use 800V DC ultra-fast chargers, which can charge the battery from 10% to 80% in as little as 18 minutes. Ⓞ

19  
20 **350kW DC charging  
21 10 to 80% in about 18 minutes.**

IONIQ 6 is one of the few electric vehicles that can handle these ultra-fast chargers. Ⓞ

**50kW DC charging  
22 10 to 80% in as little as 73  
23 minutes.**

Most public DC charging stations conveniently use this Level 3 charger. Ⓞ

**24 240V AC charging  
25 10 to 80% in as little as 6 hours  
26 55 minutes.**

Power up in the convenience of your home with a Level 2 charger. Ⓞ

27 *History, PR Newswire (Oct. 1, 2021), <https://www.prnewswire.com/news-releases/kia-america-sets-best-ever-third-quarter-sales-performance-in-company-history-301389546.html>.*

28 <sup>13</sup> See, e.g., Hyundai, *National Marketing Campaign for Hyundai’s IONIQ 5 Illustrates the Evolution of the Electric Vehicle* (Jan. 28, 2022), <https://www.hyundainews.com/en-us/releases/3494>.



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1 types of chargers and the range a fully charged vehicle can attain.<sup>14</sup>

2  
3 Hyundai’s website for the 2022 Ioniq 5 provides the same information.<sup>15</sup>

4 102. Hyundai’s website features a dedicated page explaining the Ioniq 5 and 6’s  
5 charging capabilities.<sup>16</sup> Its opening paragraph states that one of “the most important  
6 questions many shoppers ask is, ‘How do I keep my electrified vehicle charged?’”  
7 (emphasis added).

8 103. Kia’s website for the 2023 EV6 similarly emphasizes the ease,  
9 convenience, and speed of charging the electric vehicle:<sup>17</sup>

10 **More driving, less charging.**

11 **Extended Range to Roam**

12 With the EV6, you have the freedom to go far. The 310-mile  
EPA-estimated range available in Wind RWD and GT-Line RWD  
lets you explore far and wide and worry less about charging.

13 **Charge on the Go**

14 Over 41,400 and growing charging stations available in the US  
make it easier to find charging stations along your route —  
including 400v DC fast chargers and higher. You can find  
charging spots and monitor your vehicle’s charging status  
using the Kia Connect app or from the 12.3-inch touchscreen  
display in your EV6.<sup>2</sup>

15 **Charge at Home**

16 Install a Level 2 home charger (240v) and charge up your EV6  
from the convenience of your home. Purchase a Level 2  
charger from your local Kia dealership and use the Kia Connect  
app to check the status of your battery, remotely control when  
your EV6 charges, pre-heat or cool the interior of your EV6  
while still connected to the grid, and much more.<sup>3</sup>



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22 <sup>14</sup> Hyundai, *2023 Ioniq 6*, <https://www.hyundaiusa.com/us/en/vehicles/ioniq-6> (last  
23 visited Aug. 21, 2023).

24 <sup>15</sup> Hyundai, *2022 Ioniq 5*, <https://www.hyundaiusa.com/us/en/vehicles/2022-ioniq-5>  
25 (last visited Aug. 21, 2023).

26 <sup>16</sup> Hyundai, *Stay Powered for Your Drive*, [https://www.hyundaiusa.com/us/en/  
27 electrified/charging](https://www.hyundaiusa.com/us/en/electrified/charging) (last visited Aug. 21, 2023).

28 <sup>17</sup> Kia, *2023 Kia EV6*, <https://www.kia.com/us/en/ev6> (last visited Aug. 21, 2023).



1 104. Genesis’s website follows suit. It promises “new battery charging  
 2 technology to make drivers’ lives easier,” explaining that “the multi charging system  
 3 provides a convenience enabling stable and rapid charging with various charging  
 4 infrastructure[s]” and that the vehicle’s technology “enables convenient and stress-free  
 5 charging.”<sup>18</sup>

6 105. Defendants offer express warranties for the Class Vehicles and their  
 7 chargers. As part of what it deems “America’s Best Warranty,” Hyundai provides a 10-  
 8 year/100,000-mile warranty for Class Vehicles’ “Hybrid/Electric Battery & Hybrid  
 9 System Components.”<sup>19</sup> Kia’ “”provides a 10-year/100,000-mile “Electric Vehicle  
 10 (EV) System Warranty” for Class Vehicles, which it calls “industry-leading.”<sup>20</sup> Genesis

11  
 12 <sup>18</sup> Genesis, *GV60 Charging*, <https://www.genesis.com/worldwide/en/models/luxury-suv-genesis/gv60/charging.html> (last visited Aug. 21, 2023).

13  
 14 <sup>19</sup> Hyundai, *America’s Best Warranty* <https://www.hyundaiusa.com/us/en/assurance/america-best-warranty> (last visited Aug. 21, 2023). In particular, the warranty covers:

15 High Voltage Battery, along with the following Hybrid, Plug-in Hybrid, and  
 16 Electric Vehicle-Specific components that are directly attached to or integral to  
 17 operation of the High Voltage Battery; Battery Management System; Blower  
 18 Assembly; Electronic Air Compressor; Power Relay Assembly; Hybrid Starter  
 19 & Generator; Traction Motor including housing case; Hybrid Power Control  
 Unit; OBC; Electric Power Control unit.

20 Hyundai, *2023 Owner’s Handbook & Warranty Information* 24, [https://www.  
 21 hyundaiusa.com/content/dam/hyundai/us/com/pdf/assurance/Hyundai%20USA%20A  
 22 LL%2023MY\(Combined\)221025.pdf](https://www.hyundaiusa.com/content/dam/hyundai/us/com/pdf/assurance/Hyundai%20USA%20ALL%2023MY(Combined)221025.pdf) (last visited Aug. 21, 2023).

23 <sup>20</sup> Kia, *Coverage for Your Kia.*, <https://www.kia.com/us/en/warranty> (last visited Aug.  
 24 21, 2023). In particular, the warranty covers:

25 Electric Motor, High voltage Battery, Electric Power Control Unit (EPCU), On  
 26 Board Charger (OBC). The EV System Warranty does not cover any other  
 27 electrical components in the vehicle, such as (but not limited to) the traditional  
 12 volt car battery, alternator, or other starter components.

28 Kia, *2023 Warranty and Consumer Information Manual* 5, <https://owners.kia.com/>

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1 provides a similar 10-year/100,000-mile warranty for Class Vehicles’ EV  
2 components.<sup>21</sup>

3 106. Defendants’ advertising specifically highlights the range of each Class  
4 Vehicle, which is the approximate distance it can travel on a full charge.

5 a. Hyundai states that the 2023 Ioniq 6 has a range of “up to 361 miles.”<sup>22</sup>

6 b. Hyundai states that the 2023 Ioniq 5 has a range of “up to 303 miles.”<sup>23</sup>

7 c. Hyundai states that the 2022 Ioniq 5 has a range of “up to 303 miles.”<sup>24</sup>

8 d. Kia states that the 2023 EV6 has a range of 206 to 310 miles, depending  
9 on the trim level.<sup>25</sup>

10  
11 content/owners/en/manuals.html (last visited Aug. 21, 2023). Specific Class Vehicles’  
12 warranty booklets are available on this website via the menus under “WARRANTY  
13 AND OTHER.”

14 <sup>21</sup> Genesis, *2023 Owner’s Handbook & Warranty Information* 24–25 (Aug. 2, 2022),  
15 [https://owners.genesis.com/genesis/us/mygenesis/manuals/factory-warranty/2023/  
2023-Owners-Handbook-and-Warranty-Information-GIA.pdf](https://owners.genesis.com/genesis/us/mygenesis/manuals/factory-warranty/2023/2023-Owners-Handbook-and-Warranty-Information-GIA.pdf). In particular, the  
16 warranty covers:

17 High Voltage Battery, along with the following Electric Vehicle -Specific  
18 components that are directly attached to or integral to operation of the High  
19 Voltage Battery; Battery Management System; Blower Assembly; Electronic  
20 Air Compressor; Power Relay Assembly; Traction Motor including housing  
21 case; OBC; Electric Power Control unit.

22 *Id.* at 24.

23 <sup>22</sup> Hyundai, *2023 Ioniq 6*, <https://www.hyundaiusa.com/us/en/vehicles/ioniq-6> (last  
24 visited Aug. 21, 2023).

25 <sup>23</sup> Hyundai, *2023 Ioniq 5*, <https://www.hyundaiusa.com/us/en/vehicles/ioniq-5> (last  
26 visited Aug. 21, 2023).

27 <sup>24</sup> Hyundai, *2022 Ioniq 5*, <https://www.hyundaiusa.com/us/en/vehicles/2022-ioniq-5>  
28 (last visited Aug. 21, 2023).

<sup>25</sup> Kia, *2023 EV6 Specs*, <https://www.kia.com/us/en/ev6/specs> (last visited Aug. 21,

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- e. Kia states that the 2022 EV6 has a range of 232 to 310 miles, depending on the trim level.<sup>26</sup>
- f. Kia states that the 2023 Niro EV has a range of “0-253” miles,<sup>27</sup> but features the 253-mile figure prominently in its advertising.<sup>28</sup>
- g. Kia states that the 2023 Niro PHEV has an all-electric range of 33 miles, with an overall range of 510 miles.<sup>29</sup>
- h. Genesis states that the 2023 GV60 has a range of “up to 248” or 235 miles, depending on the trim level.<sup>30</sup>

107. Defendants’ advertising also emphasizes the charging speed of each Class Vehicle, measured with the use of a Level 2, 10.9 kW, 240V AC charger, the most common type installed in owners and lessees’ homes.

- a. Hyundai states that the 2023 Ioniq 6’s charge can increase from “10 to 80% in as little as 6 hours 55 minutes.”<sup>31</sup>
- b. Hyundai states that the 2023 Ioniq 5’s charge can increase from “10 to

2023).

<sup>26</sup> *Id.*

<sup>27</sup> Kia, *2023 Niro EV Specs*, <https://www.kia.com/us/en/vehicles/niro-ev/2023/specs.html> (last visited Aug. 21, 2023).

<sup>28</sup> See, e.g., Kia, *2023 Niro EV*, <https://www.kia.com/us/en/vehicles/niro-ev/2023.html> (last visited Aug. 21, 2023).

<sup>29</sup> Kia, *2023 Niro PHEV*, <https://www.kia.com/us/en/niro-plug-in-hybrid> (last visited Aug. 21, 2023).

<sup>30</sup> Genesis, *GV60 Charging*, <https://www.genesis.com/worldwide/en/models/luxury-suv-genesis/gv60/charging.html> (last visited Aug. 21, 2023).

<sup>31</sup> Hyundai, *2023 Ioniq 6*, <https://www.hyundaiusa.com/us/en/vehicles/ioniq-6> (last visited Aug. 21, 2023).

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- 1                   100% in about 7 hours.”<sup>32</sup>
- 2                   c. Hyundai states that the 2022 Ioniq 5’s charge can increase from “10 to
- 3                   100% in 6 hours 43 minutes.”<sup>33</sup>
- 4                   d. Kia states that the 2023 EV6’s charge can increase from 10 to 100% in
- 5                   “[a]pprox. 5h 50min” or “[a]pprox. 7h 10min,” depending on the trim
- 6                   level.<sup>34</sup>
- 7                   e. Kia states that the 2022 EV6 “takes approximately 8.5 hours for a full
- 8                   charge.”<sup>35</sup>
- 9                   f. Kia states that the 2023 Niro EV “takes approximately 6 hours for a full
- 10                  charge.”<sup>36</sup>
- 11                  g. Kia states that the 2023 Kia Niro PHEV “takes approximately 2.5–3
- 12                  hours for a full charge.”<sup>37</sup>
- 13                  h. Genesis’s advertising states that when using a “Level 2 AC charger,”
- 14                  the 2023 GV60 “can charge in almost one-quarter the time of Level 1

16 \_\_\_\_\_  
17 <sup>32</sup> Hyundai, *2023 Ioniq 5*, <https://www.hyundaiusa.com/us/en/vehicles/ioniq-5> (last  
18 visited Aug. 21, 2023).

19 <sup>33</sup> Hyundai, *2022 Ioniq 5*, <https://www.hyundaiusa.com/us/en/vehicles/2022-ioniq-5>  
20 (last visited Aug. 21, 2023).

21 <sup>34</sup> Kia, *2023 EV6 Specs*, <https://www.kia.com/us/en/ev6/specs> (last visited Aug. 21,  
22 2023).

23 <sup>35</sup> Kia, *2022 Kia EV6 Vehicle Feature Tips (2022)*, [https://owners.kia.com/content/  
24 dam/kia/us/owners/pdf/2022/2022-Kia-EV6-Vehicle-Feature-Tips.pdf](https://owners.kia.com/content/dam/kia/us/owners/pdf/2022/2022-Kia-EV6-Vehicle-Feature-Tips.pdf).

25 <sup>36</sup> Kia, *2023 Kia Niro EV Vehicle Feature Tips (2022)*, [https://owners.kia.com/  
26 content/dam/kia/us/owners/pdf/2023/2023-Kia-Niro-EV-Vehicle-Feature-Tips.pdf](https://owners.kia.com/content/dam/kia/us/owners/pdf/2023/2023-Kia-Niro-EV-Vehicle-Feature-Tips.pdf).

27 <sup>37</sup> Kia, *2022 Kia Niro Hybrid & Plug-In Hybrid Vehicle Feature Tips (2022)*,  
28 [https://owners.kia.com/content/dam/kia/us/owners/pdf/2022/2022-Kia-Niro-HEV-  
PHEV-Vehicle-Feature-Tips.pdf](https://owners.kia.com/content/dam/kia/us/owners/pdf/2022/2022-Kia-Niro-HEV-PHEV-Vehicle-Feature-Tips.pdf).

1 AC chargers.”<sup>38</sup> The 2023 GV60’s owner’s manual states that the  
 2 vehicle’s charge can increase from 10 to 100% in “approx. 7 hours 10  
 3 minutes.”<sup>39</sup>

4 108. Defendants’ advertising contains caveats about the Class Vehicles’ ranges  
 5 and charging times. For instance, on Hyundai’s website for the 2023 Ioniq 6, if the user  
 6 clicks a small icon next to the statement about charging time, a text box appears that  
 7 states: “Actual charging time varies based on a number of factors, including current  
 8 battery charge level, output of the charging unit, vehicle and battery settings, battery  
 9 temperature and outside temperature.”<sup>40</sup> However, none of these caveats specifically  
 10 mention the possibility of intermittent charging or the charging coupling overheating,  
 11 and a reasonable consumer would have no reason to expect that those problems might  
 12 occur or that Defendants would unilaterally decide to throttle charging capacity. *See*  
 13 Section VI.C.4, *infra*.

14 109. Defendants corroborate the Class Vehicles’ advertised ranges and charging  
 15 speeds with their representations on the vehicles’ Monroney stickers, which federal  
 16 regulation requires be affixed to new vehicles.<sup>41</sup>

17 **B. The Defect in the Class Vehicles**

18 110. As early as late 2022, Class Vehicle owners and lessees began to encounter  
 19 a perplexing problem when attempting to charge their vehicles. They would begin to  
 20

21 <sup>38</sup> Genesis, *EV Charging & Charger Types | Genesis GV-60 | How-To | Genesis USA*  
 22 (June 14, 2022), [https://youtu.be/r\\_M63MUJbdA?t=60](https://youtu.be/r_M63MUJbdA?t=60).

23 <sup>39</sup> Genesis, *2023 GV60 Owner’s Manual*, <https://owners.genesis.com/genesis/us/mygenesis/manuals/glovebox-manual/2023/gv60/2023-GV60-OM.pdf> (last visited  
 24 Aug. 21, 2023).

25 <sup>40</sup> Hyundai, *2023 Ioniq 6*, <https://www.hyundaiusa.com/us/en/vehicles/ioniq-6> (last  
 26 visited Aug. 21, 2023).

27 <sup>41</sup> 49 C.F.R. § 575.401(d); *id.* (i)(3)(ii)(B), (i)(3)(iv); *id.* (j)(3)(vi)–(vii); 40 C.F.R.  
 28 § 600.311-12(j)(2), (4); *id.* (k).

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1 charge their vehicles as usual, only to have the charging process start and stop  
2 repeatedly, generally within the first five to forty-five minutes of charging.

3 111. Owners and lessees often realized that their vehicles were charging  
4 intermittently when Defendants’ mobile apps, linked to their vehicles, notified them  
5 that the charging process had stopped or restarted. Others found out when getting ready  
6 to drive their vehicles, expecting a full charge, only to find a still-depleted battery.

7 112. Many owners and lessees took to online forums to ask others for assistance,  
8 reporting that their chargers would only work for a few seconds or minutes at a time.<sup>42</sup>  
9 For instance, one owner’s screenshot of the charging alerts shows the frustrating and  
10 unpredictable frequency of the errors:<sup>43</sup>

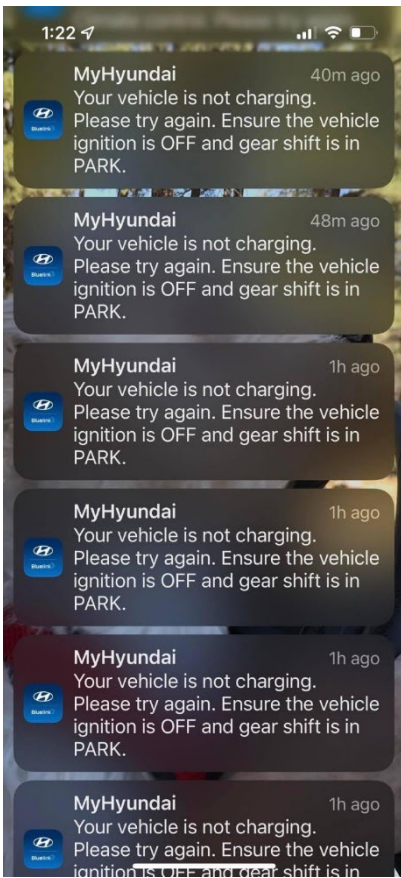
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23 <sup>42</sup> See, e.g., @Snake52, RE: Charging problem - automatically stops charging at  
24 home – “The charging for EV6 failed. Please check vehicle,”  
25 [https://www.kiaevforums.com/threads/charging-problem-automatically-stops-](https://www.kiaevforums.com/threads/charging-problem-automatically-stops-charging-at-home-the-charging-for-ev6-failed-please-check-vehicle.3659/post-35709)  
26 [charging-at-home-the-charging-for-ev6-failed-please-check-vehicle.3659/post-35709](https://www.kiaevforums.com/threads/charging-problem-automatically-stops-charging-at-home-the-charging-for-ev6-failed-please-check-vehicle.3659/post-35709)  
(last visited Aug. 21, 2023).

27 <sup>43</sup> @Josh X, <https://www.ioniqforum.com/threads/your-vehicle-is-not-charging.42066/>  
28 (last visited Aug. 21, 2023).



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113. In March 2023, Hyundai released a “Technical Service Bulletin” (TSB) for the Ioniq 5 (discussed further in Section VI.C.4, *infra*) detailing steps for technicians to carry out when customers noted intermittent charging or an error message reading “Charger Coupling Temperature Too High.” From the TSB, owners and lessees deduced that the charging process was causing the Class Vehicles’ charging couplings to overheat beyond a safe threshold. The vehicle’s sensors would detect the high temperature and slow or discontinue the charging process, then restart it once the temperature had dropped, only to slow or stop it again when the temperature again increased.

114. The overheating charging coupling and the intermittent charging pattern, which deprive Class Vehicle owners and lessees of their ability to reliably use their vehicles, constitutes the Defect.

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**C. Defendants’ Longstanding Knowledge of the Defect**

115. Defendants, through a variety of sources including their own records of customers’ complaints, internal testing, dealership repair records, complaints made to official authorities, and comments posted on public websites devoted to discussion of Defendants’ vehicles, were well aware of the Defect.

**1. Numerous Reports to NHTSA Gave Defendants Knowledge of the Defect**

116. The National Highway Traffic Safety Administration (“NHTSA”) is the federal agency responsible for ensuring safe roadways and enforcing federal motor-vehicle safety standards. Consumers may file vehicle-safety-related complaints with NHTSA’s Office of Defects Investigation, where they are logged and published.

117. NHTSA has received numerous complaints about the Defect in the few years the Class Vehicles have been available. These complaints began as early as December 2022 and have proliferated from then to the present day. Despite these complaints, Defendants have not meaningfully or decisively remedied the Defect.

118. Below is a representative selection of the complaints NHTSA has received to date regarding the Defect in the Class Vehicles:<sup>44</sup>

**Hyundai Ioniq 5 Complaints**

**NHTSA ID Number:** 11498694  
**Incident Date** August 15, 2022  
**Complaint Date** December 23, 2022  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KRDAF6NU\*\*\*\*  
**Summary of Complaint**

The car randomly stops charging when plugged into either of my Level 2 home Juicebox 40 chargers before it reaches capacity, generally after adding another 4-8% to the battery. It was impossible for me to fully charge the car without plugging it in multiple times. The service people including the EV specialist said they hadn’t heard of this problem, and it was probably due to my charging unit at home. See the attached service and repair invoice . This was not true It is

<sup>44</sup> These complaints are excerpted verbatim from NHTSA’s website. To locate a particular complaint, a user can access NHTSA’s website (<https://www.nhtsa.gov/recalls#vehicle>), click “complaints by keyword,” and enter the complaint’s NHTSA ID Number.

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1 apparently a well-known defect in the Hyundai and Genesis cars using this  
 2 platform and Hyundai is aware of the issue. it is not a problem with my charger.  
 3 It happens whether it is hot or cold and generally when it is cooler as we only  
 4 charge the car at night. Please note the following: 1.Saying this was a unique  
 5 isolated problem was NOT accurate as this is a problem with many Hyundai and  
 6 Genesis cars on this battery/charging platform. The Hyundai forums are full of  
 7 these accounts, and they occur with all different types of chargers. For instance,  
 8 see: a.<https://www.youtube.com/watch?v=3eh0BTSdng>  
 9 b.[https://www.reddit.com/r/Ioniq5/comments/wrilke/ioniq\\_5\\_stops\\_charging\\_randomly\\_on\\_level\\_2\\_any/](https://www.reddit.com/r/Ioniq5/comments/wrilke/ioniq_5_stops_charging_randomly_on_level_2_any/)  
 10 c.<https://www.ioniqforum.com/threads/charging-issues.42357/>  
 11 d.<https://www.kiaevforums.com/threads/charging-problem-automatically-stops-charging-at-home-the-charging-for-ev6-failed-please-check-vehicle.3659/page-12> 3.The Ioniq 5 charges fine on level 3 superchargers  
 4.I spoke to Juicebox and they said other Ioniq 5 owners have reported the same  
 5 problem in fact before I even mentioned the car I had, when I mentioned the  
 6 problems, the technical advisor said, “Do you have an Ioniq 5?” He showed me  
 7 downloaded graphs that show that the Ioniq 5 halts charges prior to being fully  
 8 charged even though the charger is delivering power to the car. 5. I called  
 9 Hyundai and they said they would look into this, but other people have received  
 10 the same response, but nothing has been done

11 **NHTSA ID Number:** 11508264

12 **Incident Date** February 19, 2023

13 **Complaint Date** February 21, 2023

14 **Consumer Location** Unknown

15 **Vehicle Identification Number** KM8KRDAF5NU\*\*\*\*

16 **Summary of Complaint**

17 When charging the vehicle using a level 2 charger, the charging system will often  
 18 trip for unknown reasons. This can happen after 1 hour or after many hours of  
 19 charging. If using specific chargers, the charging will restart after a 10 second  
 20 delay and oftentimes the car will continue to trip and start recharging multiple  
 21 times. This can lead to heating up of the charging cord and potentially tripping  
 22 the main breaker feeding the charger. In the car you can change the charging  
 23 current from maximum to reduced to minimum. The issue appears to happen  
 24 mostly on maximum and reduced charge, but has not happened on minimum yet.  
 25 The issue is reproducible on multiple level 2 chargers and appears to be a  
 26 common issue across numerous other owners. I have attempted to have the  
 27 dealership investigate, but they are too new and or ignorant to electric vehicles  
 28 that they won't take my advice on how to reproduce the issue and thus have not  
 been any help. This issue is not related to DC charging which leads me to believe  
 it's either electrical pin related or an issue with the AC to DC converter on the  
 car. Besides, not getting the full use of the car I paid for, this issue can leave a  
 user stranded if the charger fails to charge the car when expected, but also could  
 be a potential fire hazard with the excessive heating of the charging module and  
 associated charging cords. In the attached photos you can see how often the car  
 charging will trip as I get a notification in my phone app each time it stops  
 charging. If you're inside the car watching the dashboard when this happens, it  
 will flash check EV system very briefly while it trips and restarts. No actual codes  
 are thrown though.

26 **NHTSA ID Number:** 11510093

27 **Incident Date** March 2, 2023

28 **Complaint Date** March 3, 2023

**Consumer Location** Unknown

**Vehicle Identification Number** KM8KM4AE4PU\*\*\*\*

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**Summary of Complaint**

I've owned this car for 4 months now. We own 2 electric cars, 1 ioniq 5 and 1 Fiat 500e. We have a level 2 charger in the garage. A month ago I noticed the ioniq stopped charging overnight. When I tried the next day, it charged for about 30 minutes, then I would get a msg on my phone saying charging had stopped. I can remotely start the charging again, but then it would stop every 10 or 15 minutes. This is still happening. The Fiat has no issues charging, leaving me to believe it's not the charger that is the problem. I've even reduced the charge to the middle level but it hasn't helped. I will be taking this into Hyundai this month for them to see what's wrong.

**NHTSA ID Number:** 11510146  
**Incident Date** March 2, 2023  
**Complaint Date** March 4, 2023  
**Consumer Location** MILFORD, VA  
**Vehicle Identification Number** KM8KNDAF5NU\*\*\*\*

**Summary of Complaint**

Car is 13 months old, 13,xxx miles. Driving car at 60mph we heard a bang from the rear of the car and lost power almost immediately. Car displayed warning "Check Electrical Vehicle System." We shut it off, then restarted in limp home mode, warning now said "Stop Vehicle and Check Power Supply." We then turned off the heater and the car got to 55MPH and I could get the 5 miles back to home. The 12 volt batter no longer charges, the car will not accept a Level 2 charge. IT was towed to Hyundai for repairs. Research suggests that the Integrated Charge Circuit Unit (ICCU) and the accompanying 450V/40 AMP fuse are both bad.

**NHTSA ID Number:** 11510901  
**Incident Date** March 4, 2023  
**Complaint Date** March 8, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KMDAF7NU\*\*\*\*

**Summary of Complaint**

Charging with level 2 / 240 vac charger stops frequently after 5 months of ownership. Car will not complete charge. Seeing on message boards that this is common problem with this model.

**NHTSA ID Number:** 11524224  
**Incident Date** May 28, 2023  
**Complaint Date** May 28, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KMDAF0NU\*\*\*\*

**Summary of Complaint**

Vehicle will not charge at advertised speeds. Vehicle notifies me via phone app notification that "vehicle is not charging. Please try again. Ensure the vehicle infusions is off and gear shift is in park." The car only charges if manually adjusted in settings to charge at minimum charging speed. The car used to charge at adversities speed and no longer does ever.

**NHTSA ID Number:** 11525932  
**Incident Date** June 7, 2023  
**Complaint Date** June 7, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KRDAF4PU\*\*\*\*

**Summary of Complaint**



1 The charging port on the electric vehicle appears to have poor cooling as the port  
 2 frequently overheats when connected to any level 2 charger that is within the  
 3 vehicle's approved specs. I've measured it going as high as 200 degrees F before  
 4 the car stops accepting a charge, and even after that the port will remain piping  
 5 hot until it is physically unplugged. This is quite dangerous as I mostly charge at  
 6 night and am asleep when it happens in my garage. A quick search online shows  
 7 that hundreds of Ioniq5 owners are having the same issue. Hyundai released a  
 8 technical service bulletin(23-EV-003H), so I can take it into a dealer for a  
 9 software update that will fix the issue. However, that update only succeeds in  
 10 restricting how much current the car will accept in order to keep the temperature  
 11 within safe levels. This means that the car I purchased cannot function safely as  
 12 advertised.

13 **NHTSA ID Number:** 11527776

14 **Incident Date** May 10, 2023

15 **Complaint Date** June 19, 2023

16 **Consumer Location** Unknown

17 **Vehicle Identification Number** KM8KN4AE5PU\*\*\*\*

18 **Summary of Complaint**

19 The charging system in the 2023 Ioniq 5 has multiple issues with connectivity  
 20 and charging above a certain threshold. When charging at home using an  
 21 electrician certified install by Merit and a county approved installation and  
 22 Emporia EVSE 48A charger, the car prompts with a message that reads "Electric  
 23 Vehicle Charge Alarm was processed. Your vehicle is not charging because of a  
 24 connection failure. Possible reasons include: blackout, payment incomplection,  
 25 charging stop button enabled." This has only recently started happening with the  
 26 temperature in the closed garage reaching above 80F. The only way to rectify is  
 27 to charge below 40A and this same issue is being reported by other Ioniq 5 owners  
 28 via online forums as well. As it relates to DC fast charging at public  
 infrastructure, the Ioniq 5 has a reliability problem with connectivity to the CCS1  
 ports that are used with Electrify America stations. The common denominator  
 appears to be the charging port of the Ioniq 5.

**NHTSA ID Number:** 11528323

**Incident Date** January 4, 2023

**Complaint Date** June 22, 2023

**Consumer Location** Unknown

**Vehicle Identification Number** KM8KRDAF0NU\*\*\*\*

**Summary of Complaint**

Vehicle charging stops because the port gets overheat while charging on A/C.  
[https://www.reddit.com/r/Ioniq5/comments/14g1922/charging\\_issues/?utm\\_source=share&utm\\_medium=ios\\_app&utm\\_name=ioscss&utm\\_content=1&utm\\_term=1](https://www.reddit.com/r/Ioniq5/comments/14g1922/charging_issues/?utm_source=share&utm_medium=ios_app&utm_name=ioscss&utm_content=1&utm_term=1)  
 I have this exact same issue. It doesn't happens when you charge on  
 32amps EVSE. But 40or 48amps is the problem.

**NHTSA ID Number:** 11528304

**Incident Date** May 1, 2023

**Complaint Date** June 22, 2023

**Consumer Location** Unknown

**Vehicle Identification Number** KM8KNDAF8PU\*\*\*\*

**Summary of Complaint**

When AC charging my car, It quickly overheats and disables charging. I've  
 measured the temperatures at 239°F using OBD reader. The only way to continue  
 charging is to reduce charge amperage. If it is reduced to 32 amps the temperature



1 seems to stabilize before reaching the 240° emergency cut off.

2 **NHTSA ID Number:** 11528263

3 **Incident Date** April 1, 2023

4 **Complaint Date** June 22, 2023

5 **Consumer Location** Unknown

6 **Vehicle Identification Number** KM8KN4AE9NU\*\*\*\*

7 **Summary of Complaint**

8 The Hyundai Ioniq 5 advertises quick charging via level 2 (240v) supporting  
9 nearly 10 amps. Hyundai has acknowledged by issuing a TSB this year that the  
10 charging port overheats at high amperage and causes charging to cease before the  
11 battery reaches the intended state of charge. The TSB addresses the issue by  
12 slowing the rate of charge substantially when the port overheats. As a result,  
13 owners are unable to “refuel (charge)” the vehicle at the advertised rates. In  
14 addition to the overheating charge port posing a potential hazard, the result is that  
15 an uninformed owner may not have necessary charge to reach their destination.

16 **NHTSA ID Number:** 11528250

17 **Incident Date** June 21, 2023

18 **Complaint Date** June 22, 2023

19 **Consumer Location** Unknown

20 **Vehicle Identification Number** KM8KRDAFXNU\*\*\*\*

21 **Summary of Complaint**

22 Ioniq 5 continuously fails to complete charging when on level-2 EVSE. Charging  
23 port and plug feel extremely warm to the touch, even in cool ambient weather.  
24 Multiple UL-listed charge cables yield similar results, while working perfectly  
25 well with other EVs.

26 **NHTSA ID Number:** 11528373

27 **Incident Date** April 10, 2023

28 **Complaint Date** June 22, 2023

**Consumer Location** Unknown

**Vehicle Identification Number** KM8KNDAF0PU\*\*\*\*

**Summary of Complaint**

Vehicle is supposed to be able to charge at 48A on an AC charger but it does not  
do this during the months when ambient temperatures are above freezing. Poorly  
designed thermal management by the manufacturer causes charging to stop when  
the local temperature at the charge port door exceeds the threshold. The only way  
I can charge this car at home outside of the winter months is to lower the EVSE  
amperage to 32A which results in the car taking longer to fully charge than it’s  
supposed to. This car is supposed to be able to AC charge at 11.5 kW with 48A  
but it simply cannot do that most of the time. This issue is widely reported on the  
Ioniq 5 forums and is not isolated to me.

**NHTSA ID Number:** 11528348

**Incident Date** January 1, 2023

**Complaint Date** June 22, 2023

**Consumer Location** MAPLEWOOD, NJ

**Vehicle Identification Number** KM8KRDAF7NU\*\*\*\*

**Summary of Complaint**

Hyundai has admitted that the integrated vehicle charger port overheats when  
charged at 48A. My vehicle was often stopping charge after only an hour or a  
few percent, leaving me without enough charge in the morning. Hyundai has  
offered a software “fix” for the problem which downrates the charging speed

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1 when overheating is detected, but this is only a bandaid solution and slows the  
 2 car’s charging speed by half, which was not what was promised when the car was  
 sold.

3 **NHTSA ID Number:** 11528341  
 4 **Incident Date** June 21, 2023  
 5 **Complaint Date** June 22, 2023  
 6 **Consumer Location** Unknown  
 7 **Vehicle Identification Number** KM8KRDAF0PU\*\*\*\*

8 **Summary of Complaint**

9 Twice this week while charging my Ionic 5 the charging stops before it is  
 10 completely charged to the set point. Once the set point was at 80% and once at  
 11 100%. Both times the charging stopped and I received the message below. None  
 12 of the reasons listed in message was a cause of the stopping. I have called my  
 13 dealer and they are checking w/service dept to see if I need a software update. I  
 14 am waiting to hear back but there is obviously something wrong with the rate of  
 15 charge. I am using a Jukebox home charger.

16 **NHTSA ID Number:** 11528493  
 17 **Incident Date** October 1, 2022  
 18 **Complaint Date** June 23, 2023  
 19 **Consumer Location** Unknown  
 20 **Vehicle Identification Number** KM8KMDAFXNU\*\*\*\*

21 **Summary of Complaint**

22 Vehicle constantly disconnects from level 2 chargers, when charging interface  
 23 overheats beyond threshold. This is an ongoing issue, and I have had this  
 24 symptom on multiple chargers so it is specific to the vehicle. It is a common and  
 25 known issue with the internal charging control unit (ICCU), yet Hyundai has  
 26 refused to issue a recall to replace the faulty components. They have issued a  
 27 TSB which throttles charging speed to minimum when the error occurs, but this  
 28 is an unacceptable solution due to charging time constraints for many customers.  
 I purchased the car with the understanding that I could charge at 48 amps, not 16,  
 which is where I have to set it to keep from disconnecting constantly. The  
 overheating components could also cause a fire hazard in certain situations.

1 **NHTSA ID Number:** 11528457  
 2 **Incident Date** June 22, 2023  
 3 **Complaint Date** June 23, 2023  
 4 **Consumer Location** EL CERRITO, CA  
 5 **Vehicle Identification Number** KM8KNDAFXNU\*\*\*\*

6 **Summary of Complaint**

7 Level 2 garage charging of car overheats and switches off mid-charge, even with  
 8 the kWh from the wall charger throttled to Hyundai’s minimum setting (60%).  
 9 What was a minor/occasional problem is now a constant problem in hotter  
 10 summer temperature, and there is no way to charge the car fully.<sup>45</sup>

11 **NHTSA ID Number:** 11528838  
 12 **Incident Date** June 25, 2023  
 13 **Complaint Date** June 26, 2023  
 14 **Consumer Location** Unknown  
 15 **Vehicle Identification Number** KM8KNDAF0PU\*\*\*\*

16 **Summary of Complaint**

17 <sup>45</sup> Plaintiff Conheim submitted this complaint.

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1 Sometimes, the batteries trip while charging and don't recharge, don't charge at  
2 the expected speeds, or only charge partially. Recently, when charging at home  
3 all night and plugged into our Level 2 charger, I find find that the car has not  
4 charged at all overnight.

**NHTSA ID Number:** 11530252  
**Incident Date** June 29, 2023  
**Complaint Date** June 29, 2023  
**Consumer Location** BURBANK, CA  
**Vehicle Identification Number** KM8KN4AE9NU\*\*\*\*

5 **Summary of Complaint**  
6 Charging port overheats when charging at rated amperage on a level 2 charger,  
7 causing charging to stop repeatedly. Car does not charge consistently over 32  
8 amps, but it's advertised as charging at 48amps.

**NHTSA ID Number:** 11530216  
**Incident Date** July 2, 2023  
**Complaint Date** July 3, 2023  
**Consumer Location** ATLANTA, GA  
**Vehicle Identification Number** KM8KRDAF7PU\*\*\*\*

9 **Summary of Complaint**  
10 When charging the car on an AC Level 2 charger, the vehicle overheats and  
11 charging fails. This is dangerous and can cause overheating/fire to electrical  
12 equipment as well as rendering the vehicle inoperable due to insufficient charge.  
13 There are no warnings ahead of time prior to failure. The problem is widespread  
14 and replicable, as evidenced by reports of forums, reddit, YouTube, and even a  
15 TSB issued by Hyundai that fails to adequately resolve the issue.

**NHTSA ID Number:** 11530267  
**Incident Date** December 15, 2022  
**Complaint Date** July 4, 2023  
**Consumer Location** DELRAY BEACH, FL  
**Vehicle Identification Number** KM8KN4AE9PU\*\*\*\*

16 **Summary of Complaint**  
17 Vehicle fails to charge at full level 2 charging speeds. When set to 48 amps the  
18 vehicle quickly reaches a high AC inlet temperature and stops the charging.  
19 When lowered to 38 amps the vehicle charges for longer but eventually reaches  
20 the high AC inlet temperature and once again stops charging. Level 2 charging  
21 must be set to a low max of around 32 amps to successfully charge the car without  
22 it stopping the charging. Car is advertised to support 48 amps but does not work  
23 correctly. MyHyundai app constantly gives the "Electric vehicle charging alarm"  
24 message which indicates the issue occurring.

**NHTSA ID Number:** 11530534  
**Incident Date** July 5, 2023  
**Complaint Date** July 5, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KRDAF1NU\*\*\*\*

25 **Summary of Complaint**  
26 Car doesn't charge at stated capacity. Charging consistently fails after a short  
27 time adding only a few miles to range. Reduced charging rate still produces  
28 failure. Well documented problem across many owners and manufacturer fails to  
address this major problem with a recall

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**NHTSA ID Number:** 11530608  
**Incident Date** July 4, 2023  
**Complaint Date** July 6, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KNDAF7NU\*\*\*\*  
**Summary of Complaint**

Level 2 charging fails on warm days if charging above 9kw. I am unable to charge my car on days above 80-90 degrees using my 9.6kw (40 amp) Level 2 charger, as the cars internal will get so hot to the point where it overheats, and force stops charging. Occasionally, I will come back to my car while charging and find it's charging at a much lower speed then it should be. Hyundai claims to have a TSB to fix this issue, but it only neuters the cars charging ability, it doesn't actually fix the ability of the car to charge at 40 or 48 amps on a warm way.

**NHTSA ID Number:** 11530877  
**Incident Date** July 6, 2023  
**Complaint Date** July 7, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KM4AEXNU\*\*\*\*  
**Summary of Complaint**

When charging at home on level 2 charger at 40 amps, after 20-30 minutes of charging the charge drops from 9.71kw to 5.51kW. Previously charging at 40 amps the car would just stop charging completely, but after software update the car charge drops dramatically after 20-30 minutes. Research supports similar charging issues with 40-48 amp home chargers. The charge port seems to get overheated and automatically reduces charge speed. The technical service bulletin/software update has not fixed the charging issue.

**NHTSA ID Number:** 11531274  
**Incident Date** July 9, 2023  
**Complaint Date** July 10, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KRDAF1PU\*\*\*\*  
**Summary of Complaint**

I have an Emporia charger connected to a 60AMP breaker that can charge at a constant 48amps. This was installed as per the codes by a certified electrician. I have been owning this car since October 2022 and has over 14k miles on the car. Till last week, the car charged at 48amps without any issue. But since yesterday, charging starts smoothly till 1-2 hours. Then every 6-7 minutes, charging stops for some seconds and starts back up. After several cycles of stop and start charging, the entire charging ends before reaching the set limit. 2 weeks ago, the dealership updated the VCU as per the latest June TSB Hyundai released.

**NHTSA ID Number:** 11531862  
**Incident Date** July 12, 2023  
**Complaint Date** July 12, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KN4AEXPU\*\*\*\*  
**Summary of Complaint**

Level 2 charging at home interrupting. I charge with a level 2 24a in my dryer outlet and my ionic 5 sel 2023 rwd interrupt its charging 2 times. I had to force my shelf to continue.

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**NHTSA ID Number:** 11531828  
**Incident Date** June 1, 2023  
**Complaint Date** July 12, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KNDAFXNU\*\*\*\*

**Summary of Complaint**  
My car is unable to charge at the advertised 48A charge limit due to overheating of the charge port. Once I start charging, within 30 minutes to 2 hours the car will stop charging abruptly. It appears this is due to the AC Inlet port sensor reading 212F degrees when the issue occurs. The car is advertised as having 48A charging and if it's not capable of this, Hyundai needs to resolve it.

**NHTSA ID Number:** 11531819  
**Incident Date** July 8, 2023  
**Complaint Date** July 12, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KRDAF7PU\*\*\*\*

**Summary of Complaint**  
This is an electric vehicle, stated in product literature and safety sticker at charge port that it is capable of 48A / 240V AC charging. Under normal circumstances, the charging port overheats when supplied with 48A / 240V AC. The vehicle aborts charging due to the overheating charge port when ambient temperature is above 70 degrees Fahrenheit. This is a safety risk, and the charge port needs to be designed in a way that it will not overheat when charging at levels specified in the manual and safety tags located at the charge port, regardless of normal ambient temperatures.

**NHTSA ID Number:** 11531808  
**Incident Date** June 30, 2023  
**Complaint Date** July 12, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KN4AE7PU\*\*\*\*

**Summary of Complaint**  
Vehicle is rated to charge at up to 48 amps. Charging at over 32 amps causes a failure due to overheating

**NHTSA ID Number:** 11531944  
**Incident Date** February 1, 2023  
**Complaint Date** July 12, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KN4AE3NU\*\*\*\*

**Summary of Complaint**  
The charge port in the car overheats when on a Level 2 (240v) charger running above 30 amps. This is happening to most 2022 Ioniq 5 cars, not just mine. Hyundai is aware and they just made it harder to charge over 30 amps. This is incredibly dangerous! They need to recall the associated parts before fires occur. It is unsafe to charge the car at the advertised rate!!

**NHTSA ID Number:** 11531936  
**Incident Date** November 9, 2022  
**Complaint Date** July 12, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KM8KN4AE9NU\*\*\*\*

**Summary of Complaint**  
Charging at home with a 240v level 2 charger overheats the car charging port



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1 causing a charge failure. This is a potential fire hazard.

2 **NHTSA ID Number:** 11532176  
**Incident Date** May 1, 2023  
**Complaint Date** July 13, 2023  
**Consumer Location** FENTON, MO  
**Vehicle Identification Number** KM8KRDAF6PU\*\*\*\*  
**Summary of Complaint**  
 Charging port overheats when attempting to charge at any speed above 6kw/hr. Charger is supposed to be rated for 48amps but overheats within minutes charging at 40 amps. Have had a TSB installed by the dealer but issue remains

7 **NHTSA ID Number:** 11533309  
**Incident Date** July 5, 2023  
**Complaint Date** July 19, 2023  
**Consumer Location** SURPRISE, AZ  
**Vehicle Identification Number** KM8KN4AE7PU\*\*\*\*  
**Summary of Complaint**  
 I have a 2023 Ioniq 5 that was purchased in June, 2023 and an 2023 Ioniq 6 that was purchased in April, 2023. I had a new Chargepoint Home Flex charger installed in April when I purchased my Ioniq 6 and set the charging current to 40 amps. The charger was hardwired directly to my service panel with the appropriate 6 gauge wire and 60 amp breaker. My Ioniq 6 reliably charged at 40 amps until early July when it started dropping the charge rate to 23 amps about 40 minutes into my charging session when using the level 2 charger at home. My Ioniq 5 only charged at 40 amps for the first week of ownership before starting to drop the charge rate to 23 amps. When this behavior started I plugged an OBD2 scanner in and was able to monitor the AC Charging Inlet temperature and noticed that the charge drop happened when the temperature reached 240F. This causes an issue when planning my charge times because they can essentially double, meaning that my vehicles are not ready for a trip by the estimated time. I am also concerned that having electronics that overheat on an EV may be a potential fire hazard in the future. One of the key reasons for purchasing these vehicles was the advertised charge times. I have appointments with the dealership to have both vehicles examined.

19 **NHTSA ID Number:** 11534120  
**Incident Date** July 13, 2023  
**Complaint Date** July 24, 2023  
**Consumer Location** MULLICA HILL, NJ  
**Vehicle Identification Number** KM8KNDAF7NU\*\*\*\*  
**Summary of Complaint**  
 Recently - my car has been encountering an issue and it has been slowly getting worse and worse. I have a 40 amp Level 2 charger I frequently use to charge my car. I first noticed it a few weeks ago, where my car seemingly stopped charging for no reason. I brushed it off, then unplugged it + plugged it back in and the rest of the session went fine. Lately, as temps have been rising I noticed the car failing charging sessions one, or two times per day. After doing some research, it turns out i'm far from the only one having this issue. Many other others have been experiencing the same issue as I, and the same degradation. Some people who were initially able to charge their car at 11kw, are now only to charge around 5kw, otherwise the cars onboard AC charger gets too hot and ends the charging session. I have started to see my car degrade as well, as I have had to lower my charge rate to 32a. I have tested out Level 2 AC charging on other chargers as well to rule out my charger being the problem, and it happens on them too

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1 unfortunately. To combat this AC charger overheating issue, Hyundai has  
 2 released a TSB number 23-EV-003H. Unfortunately, the only thing this TSB  
 3 does is kneecap the cars ability to level 2 charge at a decent rate. After the TSB  
 4 is applied, once the car detects an overheating onboard AC charger, it will throttle  
 5 the AC charge rate all the way down to around 5kw. This is unacceptable, when  
 6 owners of the Ioniq 5 and 6 were promised a vehicle that is able to do 11kw AC  
 7 charging, or as claimed on Hyundai's website, a Level 2 charge from 10-100 in 6  
 8 hours and 43 minutes. With my car throttled to 32 amps, it doesn't charge nearly  
 9 as fast adding hours onto the total time required to charge. This is an issue for me  
 10 because I do not have a place to come home to every single night to charge my  
 11 car, i'm only able to stop by the charger momentarily which means securing as  
 12 much energy as fast as possible through Level 2 charging is very important to  
 13 me.

### Hyundai Ioniq 6 Complaints

14 **NHTSA ID Number:** 11531310

15 **Incident Date** June 2, 2023

16 **Complaint Date** July 10, 2023

17 **Consumer Location** PHOENIX, AZ

18 **Vehicle Identification Number** KMHM34AA6PA\*\*\*\*

#### **Summary of Complaint**

19 Car's onboard AC charger overheats, I can replicate every time upon charging  
 20 Poses fire hazard Dealer will not confirm, but TSB's have been issued to reduce  
 21 the charging current (car no longer charges as advertised at time of purchase)  
 22 Inspection performed by Ioniq certified dealer Warning first appeared June 2,  
 23 2023

24 **NHTSA ID Number:** 11531078

25 **Incident Date** June 17, 2023

26 **Complaint Date** July 8, 2023

27 **Consumer Location** BELMONT, NC

28 **Vehicle Identification Number** KMHM24AB8PA\*\*\*\*

#### **Summary of Complaint**

The Ioniq 6 is supposed to be able to charge at 48 amps. I bought a new Ioniq 6  
 in early June 2023. June 12 I had the level 2 Juice Box 48 amp charger installed.  
 At least twice (I think three times), it would stop charging after about twenty  
 minutes — the charge port appears to be overheating in certain situations. Please  
 have Hyundai either fix the port (or other hardware) and/or software. They may  
 not advertise 48 amp charging when so many users are having overheating  
 problems. They need to own this and be accountable. Precisely this happened on  
 the Ioniq 6 to me: <https://youtu.be/uXi33MtrJAU>

### Kia EV6 Complaints

**NHTSA ID Number:** 11506567

**Incident Date** February 6, 2023

**Complaint Date** February 10, 2023

**Consumer Location** BOCA RATON, FL

**Vehicle Identification Number** KNDC44LA7N5\*\*\*\*

#### **Summary of Complaint**

The on-board charge controller on my EV is drawing excessive current from my  
 Level 2 EVSE portable charger. When my charger is set to 24 amps maximum  
 the car will draw 28 to 30 amps, causing the charger to shutdown and report a

1 short-circuit has been detected. When my charger is set to 40 amps, about an hour  
 2 into charging the car will draw 46.6 amps again causing the charger to shut down  
 3 and indicate a short-circuit. My understanding of the Level 2 charging standard  
 4 is that the charger tells the vehicle its current setting and the vehicle is not  
 5 supposed to draw more current than the charger tells it. I've done lots of reading  
 6 online and this is a problem EV6 and Ioniq 5 owners are having with a variety of  
 7 charger brands and some owners state that the same charger when used with other  
 8 vehicles like the Mustang Mach E does NOT draw more current than the charger  
 9 is set to. It seems to me like this is a HUGE safety issue, as excessive current  
 10 draw is causing the charge cable to get hot and could cause a fire. Kia hasn't  
 11 indicated any willingness to fix the problem and they don't seem to be treating it  
 12 with the seriousness it deserves. I took my car to the dealer and they grudgingly  
 13 applied the only Level 2 software update they had, but it has not made any  
 14 difference in the problem. Now they say there is nothing else they can do

**NHTSA ID Number:** 11528045  
**Incident Date** February 23, 2023  
**Complaint Date** June 21, 2023  
**Consumer Location** SALEM, VA  
**Vehicle Identification Number** KNDC3DLC4N5\*\*\*\*

11 **Summary of Complaint**

12 EV charging on Level 2 was overheating the charging port, terminating the  
 13 charging session. KIA released TSB ELE 283 software update. The software  
 14 update throttled the charging so it only charges at half speed and does not  
 15 overheat the port. To me this is a bandaid for faulty charging ports and that there  
 16 is no guarantee there will be a failure of the port causing electrical failure and  
 17 possibly even a fire. This was evaluated at the dealer and confirmed the charging  
 18 speed is throttled. They could not do further evaluation unless I committed to  
 19 leave the car for days, possibly weeks to work with KIA Tech Line to further  
 20 diagnose. This is a known issue and others have had their charging port replaced  
 21 after a lengthy stay at the service department. It appears this may be a bad batch  
 22 of charging ports causing this overheating and failure

**NHTSA ID Number:** 11517224  
**Incident Date** April 15, 2023  
**Complaint Date** April 15, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KNDC3DLCXN5\*\*\*\*

20 **Summary of Complaint**

21 There have been multiple failures to charge on AC 220v current at both 9 and  
 22 8kW. Dealer states there is a fault where the battery management system or  
 23 charging system is overheating which causes the vehicle to stop charging.

**NHTSA ID Number:** 11519497  
**Incident Date** April 12, 2023  
**Complaint Date** April 28, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KNDC34LA1N5\*\*\*\*

25 **Summary of Complaint**

26 I have owned Kia EV6 since June 2022, the problem started in October and still  
 27 have not been corrected. I encounter a problem with charging the vehicle at Level  
 28 2 charger of 40 AMP or higher. When charging at home Level 2, the vehicle send  
 me email stating the charging has been interrupted. I have check the Kia forums  
 and found that many other owner also have this issued. Currently, I have taken  
 my vehicle to the dealership once and they states that there was no issued. After

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taking the vehicle home, at start to charge my vehicle the next day, the problem occurred again. I took the vehicle back last week and after 3 days that told me my vehicle was fixed. As i was going to the shop to pick up my vehicle, I got email notification again and I have show it to them that the problem has not be solved. The label does stated that we can used the charger up to 48 AMP. I have tested with different charger at different location and the problem is still the same. I will like NHTSA to look into this issue as this creates problem for car ownership of this type of vehicle.

**NHTSA ID Number:** 11529238  
**Incident Date** May 1, 2023  
**Complaint Date** June 27, 2023  
**Consumer Location** PASCO, WA  
**Vehicle Identification Number** KNDC4DLC8N5\*\*\*\*

**Summary of Complaint**  
Vehicle repeatedly interrupt its own charging, no error codes are surfaced. The charger(EVSE)is in proper working order, confirmed with other cars, the area around the plug gets very warm but not alarmingly so? The issue developed after many months of error free charging. The issue is non limited to a single EVSE, it seems to be avoidable by greatly reducing charging rate.

**NHTSA ID Number:** 11527152  
**Incident Date** May 13, 2023  
**Complaint Date** June 15, 2023  
**Consumer Location** AZLE, TX  
**Vehicle Identification Number** KNDC44LA4P5\*\*\*\*

**Summary of Complaint**  
This car advertises that it is capable of fast charging on a level 2 charger up to 50amp. I purchased a level 2 charger capable of 50amps, but it causes the EV6 to overheat and stop charging. The dealership installed TSB ELE-283 but this does not fix the problem and is not an acceptable fix. I have owned this car 5 months, and it has been to the dealership service department 3 times for failing to charge. Kia has admitted that their dealerships don't have the capacity to charge at the higher speeds, so they cannot replicate the issue and just keep giving me my faulty car back. While the expectation is that the car can charge at 48 or 50 amps, typically it fails at 40 amps and users are forced to reduce to 36 amps, which is not what was advertised. The Kia website advertises 11kW on-board charger (OBC) for Level 2 recharging from 10-100% in 7 hours, which is unachievable due to constant overheating. I have a ChargePoint home flex charger set at 48amps.

**NHTSA ID Number:** 11534704  
**Incident Date** June 1, 2023  
**Complaint Date** July 26, 2023  
**Consumer Location** WAXHAW, NC  
**Vehicle Identification Number** KNDC3DLC7N5\*\*\*\*

**Summary of Complaint**  
2022 EV6 First Edition. Vehicle no longer accepts level 2 charging at the 11kWh window stick advertised speed. Providing car with any more than 9kwh and the charging port gets very hot and car will stop charging. Dealer is aware of the issue but as of now is unable to diagnose as none of their dealerships have power supplies that exceed 7kwh.

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**NHTSA ID Number:** 11533538  
**Incident Date** June 10, 2023  
**Complaint Date** July 20, 2023  
**Consumer Location** LAKEVILLE, OH  
**Vehicle Identification Number** KNDC3DLC8N5\*\*\*\*

**Summary of Complaint**

My system keep failing to charge keeps saying charging failure. Temp is 65 out side no sun and it's night time. I'm using charge point because kia said that was the best for home charging. It has become more and more each time

**NHTSA ID Number:** 11529293  
**Incident Date** June 12, 2023  
**Complaint Date** June 28, 2023  
**Consumer Location** WAXAHACHIE, TX  
**Vehicle Identification Number** KNDC3DLCXP5\*\*\*\*

**Summary of Complaint**

I purchased my EV6 in April 2023, after 2 months, my charging abruptly stops, I will restart it and it fails minutes later. I have taken the car to the dealership 2x and they are unable to find the cause, I did further research and found an update that was applied on the second visit. This did not resolve the issue. I am having to drop the charging level down to "reduced" to get by. There are no warning messages on the dash or on the computer, at least none that Kia could find. There isn't a recall for this either. My concern is the safety of the car, due to the high voltage used to charge the car.

**NHTSA ID Number:** 11532565  
**Incident Date** June 21, 2023  
**Complaint Date** July 16, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KNDC5DLE0P5\*\*\*\*

**Summary of Complaint**

When charging with L2 40A home charger vehicle gives a charging failed error. I live in Arizona where since the temperature has gone above 90 degrees in June the issue started. It will charge for a few minutes than fault. I have used this charger on other vehicles without issue. I need to change the vehicles charging settings ro reduced charging current for it to charge without error but this can take twice as long to charge on the reduced settings. I am convinced this is temperature related and the vehicle cannot charge high current in such extreme heat.

**NHTSA ID Number:** 11530504  
**Incident Date** July 5, 2023  
**Complaint Date** July 5, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KNDC3DLC7N5\*\*\*\*

**Summary of Complaint**

During Level 2, 48 amp charging the car continually stops and starts charging roughly every five minutes. After contacting the charging maker, their diagnostic showed nothing wrong with the charger or incoming power, and that the car was stopping the charge. My Kia dealer states it is a problem with the onboard charger. However, Kia support doesn't seem to acknowledge it. I have seen multiple reports of this is happening including a potential lawsuit, so I'm reporting this as an issue as well.

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**Genesis GV60 Complaints**

**NHTSA ID Number:** 11527853  
**Incident Date** June 5, 2023  
**Complaint Date** June 20, 2023  
**Consumer Location** Unknown  
**Vehicle Identification Number** KMUKEDTB8PU\*\*\*\*

**Summary of Complaint**

My Car Has a charging port that overheats. It consistently overheats whenever I charge it at the full speed that the vehicle is rated for, 11.5kw (48amp 240V) and their solution, was to slow my charge rate down, once the port overheats, NOT FIX THE ISSUE, it still overheats.

**NHTSA ID Number:** 11530535  
**Incident Date** June 1, 2023  
**Complaint Date** July 5, 2023  
**Consumer Location** WATCHUNG, NJ  
**Vehicle Identification Number** KMUKEDTB7PU\*\*\*\*

**Summary of Complaint**

During at home level 2 charging, the charging port overheats

**NHTSA ID Number:** 11530953  
**Incident Date** January 27, 2023  
**Complaint Date** July 7, 2023  
**Consumer Location** NAGUABO, PR  
**Vehicle Identification Number** KMUKCDTC7PU\*\*\*\*

**Summary of Complaint**

Charging port heats up to the point were charging is unsuccessful

**NHTSA ID Number:** 11530800  
**Incident Date** June 1, 2023  
**Complaint Date** July 7, 2023  
**Consumer Location** ROCK HILL, NY  
**Vehicle Identification Number** KMUKEDTBXPU\*\*\*\*

**Summary of Complaint**

When charging nightly on home AC charge (60amp breaker) the car will stop charging after one to ten minutes for no reason. It has been increasing to the point of every time, not sometimes. I have to remotely (Genesis app) restart the charge, and sometimes physically remove and re-insert the plug to keep charging. Have come out in the morning to no overnight charge after plugging in and going to sleep. This will be even more dangerous when the northeast winter arrives and temperatures are below zero. Running out of power in those conditions could prove extremely dangerous or worse. Filed complaint with Genesis, and involved on Genesis forums, no reply from Genesis at this point. No reply as to the drive shaft recall either. Have filed complaints about both, very upset with less than 5k miles on a new car. This charging issue has occurred with increasing frequency from the first two weeks of ownership to the present, and is becoming extremely problematic.

**NHTSA ID Number:** 11535384  
**Incident Date** November 4, 2022  
**Complaint Date** July 30, 2023  
**Consumer Location** NEW ALBANY, OH  
**Vehicle Identification Number** KMUKEDTB3PU\*\*\*\*

**Summary of Complaint**

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1 A defect is causing the level 2 chargers to overheat before my vehicles is charged.  
 2 The chargers may overheat within 30 to 60 minutes of being in use. I must unplug  
 3 and replug the home chargers in order to restart the charging process. The GV60  
 4 should be charged by 240-volt level 2 chargers at 48 amps in about seven hours,  
 5 and it is not working as it stops and starts. I have reduced the charge rate from  
 6 11.2kw to 10.2kw and it still overheats and stops/starts. I reduced it all the way  
 7 down to 6.8kw - the minimum setting on the vehicle. Genesis, Hyundai and Kia  
 8 offered a software repair that does nothing to solve the charger problems.  
 9 Dealerships perform the software modifications which allegedly lowers the level  
 10 2 charging speeds to avoid overheating down to 5.3kw which is less than the  
 11 promised rate and this creates charging times of more than 10 hours. The  
 12 Genesis/Hyundai/Kia Level 2 charger problems leaves all of us with different  
 13 vehicles than advertised. Technical service bulletin (TSB) 23-EV-003h was  
 14 issued to dealers due to level 2 charger problems when an electric vehicle,  
 15 “intermittently stops charging before charging completes.” But the TSB never  
 16 mentions how the software update will double the charging time. Genesis and  
 17 Hyundai and Kia customers must allegedly manually turn down the charging  
 18 current to prevent charge failures, but some vehicles allegedly suffer failures  
 19 while charging at a low 28 amps. This means it will take much longer to fully  
 20 charge the electric vehicles. I blame the problem on a defect in the charging port  
 21 design which causes overheating. I would like Genesis/Hyundai/Kia to find a  
 22 solution that restores the 11.2kw charging speed that I used to have on my GV60.

119. Under the TREAD Act, 49 U.S.C. § 30118(c); 49 C.F.R. § 573.6, all  
 120 vehicle manufacturers, including Defendants, are obligated to routinely monitor and  
 121 analyze NHTSA complaints in order to determine whether vehicles or automotive  
 122 components should be recalled due to safety concerns. Thus, Defendants have known,  
 123 or should have known, about these NHTSA consumer complaints soon after they were  
 124 filed.

120. Moreover, the content, consistency, and number of these complaints  
 121 should have alerted Defendants to the Defect and prompted them to remedy its  
 122 underlying causes. The only public actions Defendants have taken to acknowledge or  
 123 address the Defect—issuing the Technical Service Bulletins discussed in  
 124 Section VI.C.4 , *infra*—began in March 2023, over a year after the first complaint.

**2. Complaints on Popular Internet Forums for Class Vehicle  
 Owners and Lessees Gave Defendants Knowledge of the Defect  
 and the Need to Fix It**

121. Consumer complaints regarding the Defect are present on numerous  
 122 websites where users discuss automotive reviews, automobile repairs, car complaints,  
 123

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1 and the Class Vehicles specifically. Defendants monitor online public conversations  
2 about their products as part of their marketing and customer-service efforts. Over the  
3 last several years, at least hundreds of comments have been published on these sites in  
4 response to posts related to the Defect in the Class Vehicles. A representative selection  
5 is below:<sup>46</sup>

6 **Hyundai Ioniq 5 Complaints**

7 **@Ioniq5User**  
8 **December 13, 2021**

9 I have had an Ioniq 5 Ultimate for 5 weeks and I am having problems charging it  
properly.

10 I have had a PodPoint Charger installed, which is my main method of charging.  
11 I have installed the Bluelink App on my iPhone and when I monitor the charging  
it starts charging for 5-10 minutes and then stops.

12 When I remove the charging plug from the car then plug it in again, I hear the  
usual click and it charges for another 10 minutes or so then stops.

13 Has anyone else had this issue?<sup>47</sup>

14 **@Josh X**  
15 **June 10, 2022**

16 I started running into an issue with my Ioniq 5 about 5 days ago (after a month  
of ownership) and I've seen several other people in a Facebook group complain  
about this issue too.

17 When I plug my car up at home on a level 2 charger, it'll charge for maybe 30  
18 minutes and then stop charging and the Hyundai app sends me a notification. If I  
go into the app and select "Start charging" it'll start again but will error out again  
19 sporadically sometimes after 5 minutes, sometimes after 45 minutes.

20 I've owned multiple EVs and have since tested my EVSE with friends cars and  
no issue so I've ruled out the charger as the problem.

21 The other people on FB claimed it also started this week. I updated to the latest  
22 OTA in early May.<sup>48</sup>

23 **@chuckyab**  
24 **June 20, 21, and 23, 2022**

Hi. I had my car on the charger in my garage last night. I noticed my phone app

25 <sup>46</sup> These complaints are excerpted from the cited websites verbatim.

26 <sup>47</sup> <https://www.ioniqforum.com/threads/ioniq-5-problems-charging-properly.38803/>.

27 <sup>48</sup> <https://www.ioniqforum.com/threads/your-vehicle-is-not-charging.42066/>.

1 was going off, and saying charging stopped.  
 2 I started the charge again and 30 minutes later it stopped again. This happened a  
 3 few times. I have had this set up for  
 4 3 months with no issues. I did not know what to do so I put a box fan on towards  
 5 the charger, elevated the cable off the ground.  
 6 I am not sure if this was the fix but it did not stop after and completed charge.  
 7 Does this sound familiar? I am using the grizzl e classic. The temps outside hit  
 8 100 yesterday, maybe it was just too hot in my garage?  
 9 Thanks!

10 Mine is doing it even in the evenings now. This is a bummer because I commute  
 11 150 miles round trip and need the full 90% charge every morning. Now I have to  
 12 continuously wake up at night checking my phone app to hit start charging. Wish  
 13 there was an auto restart embedded in the app somewhere.

14 with this many issues, you would think hyundai would team up with a specific  
 15 level 2 charger brand, or better yet, make their own. Something that  
 16 is in sync with the car, the blue link app, and for the warranty people to be able  
 17 to research and look over if you have any issues.  
 18 I think it is BS<sup>49</sup> for us to figure all this out and for Hyundai to not step up and  
 19 address this.

20 **@Smitty**  
 21 **June 20, 2022**

22 I can't get a full charge... So far today the charger just stopped after 21 minutes,  
 23 6 minutes, and 11 minutes. It isn't hot in the garage...<sup>50</sup>

24 **@upa**  
 25 **June 21, 2022**

26 Its not the EVSE, its the Ioniq 5 that is the problem. I frequently get the same  
 27 issue regardless if its my 48 amp Enel x juicebox or my 32 amp Morec EVSE  
 28 delivering the juice. I think its related to high ambient heat and the car's internal  
 charger is simply stopping the charge session, not sure how to get around this.  
 The juicebox lets me drop the max amps I will see if that helps, its a bit of a pain  
 for sure.<sup>51</sup>

**@NMCappy**  
**August 18, 2022**

I have a Chargepoint level 2 charger in my garage. Had the Ioniq 5 for just under  
 3 months. I have it set to start charging to 80% at 11pm. No issues until yesterday

<sup>49</sup> <https://www.ioniqforum.com/threads/issue-with-level-2-charger-randomly-stopping.42018/>; <https://www.ioniqforum.com/threads/issue-with-level-2-charger-randomly-stopping.42018/post-515913>; <https://www.ioniqforum.com/threads/issue-with-level-2-charger-randomly-stopping.42018/post-516382>.

<sup>50</sup> <https://www.ioniqforum.com/threads/issue-with-level-2-charger-randomly-stopping.42018/post-515779>.

<sup>51</sup> <https://www.ioniqforum.com/threads/issue-with-level-2-charger-randomly-stopping.42018/post-515812>.

1 Yesterday car was only charged to 76%  
 2 This morning 72%

3 I got home from work and made it start charging right then from the Chargepoint  
 4 app. I set up Bluelink app, and 42 min in I get a notification charging stopped.  
 5 The charger was blue (plugged in to car) but not pulsing (charging) and the  
 6 battery squares on the car were not lit up.

7 Manually started charging again. 34 min later same thing.  
 8 22 min later exact same thing! I had stayed in the garage and heard the car go  
 9 'charging unsuccessful'

10 I'm REALLY freaking out here. What is going on?! This is my only car and it  
 11 has been so reliable until now. Chargepoint has a ticket in but they don't see  
 12 anything going on on their side.

13 If it matters, car is locked, no lights on, nothing...just like always. I do hear a little  
 14 venting air sound from the hood at the beginning of the charge.

15 Please help I'm desperate<sup>52</sup>

16 **@kinguroo**  
 17 **June 1, 2023**

18 Hyundai blames for quality of chargers but it's not true. That's why Hyundai  
 19 released new TSB but it's temporary solution. Unfortunately current new TSB  
 20 limited speed then charging speed will not go up even though connector is  
 21 cooling down unless reconnecting.

22 There are three possibilities. 1. all chargers need to have cooling system (unlikely  
 23 it will happen because of prices) 2. Hyundai redesign connector with cooling  
 24 system (the best solution but it needs to spend massive money) 3. Software update  
 25 (automatically change speed up and down depending on temperature of  
 26 connector)... this might be the best cost effective solution in my opinion even  
 27 though there will be speed limit.

28 I did not have any issue during winter time with 40a (around 9kw) and I have an  
 issue now. I went down 32a (7kw) and I don't have any issue. A little warmer  
 than winter but if temperature goes up more, I might need to go down to 6kw. I  
 still don't want to install new TSB update because it will limit the speed and does  
 not go up. Also one of Hyundai tech guy said that connector temperature sensor  
 might be wrong but owners need to record data in order to tech person will  
 diagnose then replace the unit with new one. He suggested that using OBD and  
 record temperature from connector. He said that he did not see owners who  
 replaced it with new one yet. I will keep record data of the temperature and see.  
 Hope this will not be one of ICCU issues. Yesterday I saw YouTube video and  
 he tested with OBD and looks like connector temperature goes up more than 200F  
 then it triggers the issue and below 200f is okay. 35A still gave "stop charging"  
 issue but probably 32A might be okay around mid 80 degree.<sup>53</sup>

<sup>52</sup> <https://www.ioniqforum.com/threads/help-car-not-charging.42486/>.

<sup>53</sup> [https://www.reddit.com/r/Ioniq5/comments/13xjrv5/hyundai\\_kia\\_genesis\\_level\\_2](https://www.reddit.com/r/Ioniq5/comments/13xjrv5/hyundai_kia_genesis_level_2)



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**@SFeChica**  
**June 22, 2023**

Past couple days I am having trouble charging. My charger stops charging and I get this message. I have to watch it and keep starting it over and over until it is charged to 80% or 100%. None of the reasons in the error message is true. I can't figure out if it is my app, my Jukebox charger or my car. Anyone else familiar with this situation? Thx<sup>54</sup>

**Hyundai Ioniq 6 Complaints**

**@Brad Barger**  
**June 2, 2023**

Anyone find a message on their dash stating charging speed was reduced to AC charger over heating? This has to be the on-board charger and not my EVSE as it is a Tesla Wall Connector and has seen much higher temperatures here in Phoenix than the current 89 degrees and it never slowed on my Tesla. The rate was down to 3.3 Kw I think. The frustrating part is I never received a notification of reduced charging until I went out to drive expecting 80% battery and it was barely at 50%.<sup>55</sup>

**@mtgkoby**  
**Aug. 7, 2023**

I have level 2 charging in my non-conditioned garage, located in the southwest. Ambient temps in the summer can get and stay around 90F+ and as low as 30F in the winter. Had a new 50A circuit ran with a NEMA 14-50 outlet. Ended up installing a ChargePoint flex charger. I think all done, about \$2,000 for the install and equipment. All of it qualified for US energy rebates of around 30%.

That said, I'm only getting 7.2 kW on the charging, when I should be getting around 9.0 kW (ChargePoint is set to 40 amps, the car is only requesting 32 amps). I think the internal L2 charger on the car is being software delimited. Does it make much of a difference? No, still charges to full overnight. But I think I should be made aware that the car has non-advertised limitations imposed. When I ran some tests using an OBD scanner, I noted temps at 7.2 kW in the range of 60-70C, which I would consider normal ranges for extended charging sessions that the on-board equipment is designed for. I have never seen the car charge above 7.2 kW for L2 in over 3 months of ownership.<sup>56</sup>

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[charging\\_problem/jmho2r3/](#).

<sup>54</sup> <https://www.reddit.com/r/Ioniq5/comments/14g1922/>.

<sup>55</sup> <https://www.ioniqforum.com/threads/ac-charger-overheating.46147/>.

<sup>56</sup> [https://www.reddit.com/r/Ioniq6/comments/15kqmeg/anyone\\_with\\_substantial\\_level\\_2\\_charging/jv6nfp8/](https://www.reddit.com/r/Ioniq6/comments/15kqmeg/anyone_with_substantial_level_2_charging/jv6nfp8/).

**Kia EV6 Complaints**

**@Michael78**  
**April 21, 2022**

We charge our EV6 at home and for the last week it keeps saying “charge interrupted” and stops charging. To restart the charger, we are having to unplug and plug 5 or 6 times to get a full charge.<sup>57</sup>

**@shroudnight**  
**May 19, 2022**

Having a weird issue this week where my Kia Access app notifies me that charging failed and then sends a follow-up email with “Charge Interrupted”. It seems to happen when the car gets above 80% starting at 58-60% charging at 11.5Khw which I think is related more to time rather than percentage. The plug-in end and ChargePoint HomeFlex felt warm to the touch when it happened so I called ChargePoint.. They reported seeing some “soft reboots” when I gave them timestamps so it feels very charger related and they’re investigating further, but I can’t help to have some paranoia that its the car.

I also noticed that if I remove and re-add the charger to my account, the first couple charges are at 11.39/11.4Khw and subsequent day charges are at 11.1/2/3 so that feels weird to me as well.

The car itself charges fine (granted not to 100%) at work on a 5.8Khw ChargePoint but just feels weird.

Anyone seen anything like this before and have any thoughts to calm my paranoia?<sup>58</sup>

**@jmramos**  
**July 15, 2023**

Recently, the charging of my 2022 Kia EV6 keeps stopping. I had been charging at home without any problems about 9 months. It’s over the last month that this has been occurring. I can restart, but sometimes it stops again before completing.

There is no error message, but display on the charger shows “Waiting for signal from the car.” I do not have any issue when DC charging at public stations.

Anyone have similar issue? Car or charger?<sup>59</sup>

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<sup>57</sup> <https://www.kiaevforums.com/threads/charging-problem-automatically-stops-charging-at-home-the-charging-for-ev6-failed-please-check-vehicle.3659/>.

<sup>58</sup> <https://www.kiaevforums.com/threads/charging-problem-automatically-stops-charging-at-home-the-charging-for-ev6-failed-please-check-vehicle.3659/post-41268>.

<sup>59</sup> <https://www.kiaevforums.com/threads/charge-interrupted.7869/>.

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**Kia Niro PHEV Complaints**

**@GTim**  
**November 28, 2022**

I have had a 2018 KIA Niro PHEV and I just got a 2023 last Friday. When I was getting the car, the sales rep told me he topped off the tank and that he was *trying* to charge the car. I didn't care to wait for the car to finish charging and disconnected the Level 2.

When I started the car, it had 8 miles electric range. I drove home and connected the car to the supplied cable (without changing the default amperage of 06). Several hours later the KIA Access app notified me that the charging had *'failed'*. My wife came home and I decided to demonstrate the differences of the car.

When we started the car it was also at 8 miles of electric range.

That night I tried changing all amp settings and the car would continually state that the car was failing to charge.

I left text messages with things I had tried and how the charging kept failing.

I brought the new car back to the dealer the next morning and we plugged it into the Level 2 charger.

The car immediately announced, 'Charging Started'. This was progress. I expressed how it would no longer charge for me at home and that maybe the 10-mile drive to the dealer reset something.

We stopped the charging and decided to use the supplied cable (iirc was still set to 12 amps at this time).

Connected the car, and it immediately announce, 'Charging Started'.

So I said, I am going to plug the car into the Level 2. Let the car get to 100%; then I'd monitor it at home.

While waiting for the car to charge, about an hour later, I get a message from the KIA App that charging failed.

I showed the sales rep the message before we both went to the car. The car had stated that it had charged to 37%. He tried to re-plug the car several times, but the car would immediately fail.

We setup time with Service for this coming Wednesday to investigate the issue.<sup>60</sup>

**@Moon1594**  
**February 3, 2023**

My exact problem. Purchased the car 1/7 and plugged into my level 2 charger and the charging failed . . . . I have contacted Kia consumer assistance 3 times with no results. The third time was this morning and I did get to what they call a customer care SUV person which is up the chain from the initial person that answers the call. She said there was nothing they can do and ultimately hung up on me when I pushed for a plan on how we should proceed. I'm also looking for an answer, very disappointed in Kia's customer service and response on this

<sup>60</sup> <https://www.kia-forums.com/threads/2023-kia-niro-phev-charging-experience-issue.360152/>.

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1 matter.<sup>61</sup>

2 **Genesis GV60 Complaints**

3 **@rkos**  
4 **July 15, 2022**

5 GV60 performance, owned for about a month.  
6 I installed a ChargePoint Flex in garage before car arrived. 6/2 wire, 60A breaker  
7 on a 200A panel with plenty of capacity.  
8 ChargePoint is set to 60A setting which results in around 48-50A charging rate.

9 For about first 2 weeks, no problems in charging.  
10 Then noticed the charge would stop without reason, always within first hour.  
11 For whatever reason, if I would start the car... charging would resume.  
12 I was getting notified from the ChargePoint that “your car is drawing very little  
13 power and charging may be complete” (which leads me to believe this is the  
14 GV60’s fault since its no longer accepting the charge).

15 Things I tried:  
16 Contacted ChargePoint, factory reset the charger  
17 Set the GV60 to Reduced Charging  
18 Charged at different times of day/night  
19 Turned off/on schedules on both the ChargePoint and GV60  
20 Contacted Genesis, no real helpful ideas  
21 Replaced the ChargePoint with a brand new one (sent out as warranty  
22 Replacement by ChargePoint)  
23 Successfully charged on a public ChargePoint charger (but the charge rate was  
24 .6kW (about half of what I have at home)  
25 I finally decided to change the setting on the charger from 60A to 50A, problem  
26 solved.

27 I’m not sure if this problem is just with ChargePoint but the issue is definitely  
28 with the 60A setting.  
While I don’t mind charging at 50A setting, the concern now is if this is going to  
be an issue on the road with destination chargers. Nothing worse than waking up  
at a hotel to find the damn thing didn’t charge and be stranded.

Planning to contact ChargePoint and Genesis about this to see if there’s any  
known problems. Also considering buying another charger brand to hopefully  
determine if this is an incompatibility problem.<sup>62</sup>

29 **@Thundernova**  
30 **July 24, 2022**

31 Ive had my GV60 since June 30th. As of last night I noticed my car only charged  
32 from 60 percent to 70 percent (I charge it each night to 80 percent). Tonight my  
33 GV60 had issues maintaining its charging schedule. It kept shutting down after a

34 <sup>61</sup> [https://www.kia-forums.com/threads/2023-kia-niro-phev-charging-experience-  
35 issue.360152/post-2116409](https://www.kia-forums.com/threads/2023-kia-niro-phev-charging-experience-issue.360152/post-2116409).

36 <sup>62</sup> [https://genesisowners.com/genesis-forum/threads/heads-up-charging-problem-with-  
37 chargepoint-flex-home-and-gv60-using-60a-setting.41089/](https://genesisowners.com/genesis-forum/threads/heads-up-charging-problem-with-chargepoint-flex-home-and-gv60-using-60a-setting.41089/).

1 few minutes, it took me 5 or 6 times with me unplugging the charger and plugging  
 2 it back in again before It was finished charging. I too use a level 2 Grizzl-e  
 3 charger, but I don't think that's the issue. The garage seems to get a bit warm  
 4 while charging and I wonder if its triggering a safety measure. If that's the case  
 5 and my level 2 is causing heat issues, I'd hate to see what a level 3 would do  
 6 when it's hot out.<sup>63</sup>

7  
 8  
 9  
 10 **@pejorative**  
 11 **October 1, 2022**

12 A couple of times now, my charging has stopped after about an hour. I have a  
 13 juice box which is scheduled to go on after hours and all day Saturday and  
 14 Sunday. I plugged it in today (Saturday) and it started charging immediately.  
 15 After an hour I checked to see how things were coming along and the juice box  
 16 app said charging stopped after 1:04. The car is only at 47% with a charging  
 17 ceiling of 80. This is the second time it has happened on this car. Never had the  
 18 issue before and never on my polestar or I pace. Anyone having a similar issue?<sup>64</sup>

19  
 20  
 21  
 22 **@Fmanalopr**  
 23 **January 23, 2023**

24 Hi, first things first... I love my GV60, but...For a while now I've been having  
 25 problems charging my GV60 (i have 2 chargers) first I had to change settings to  
 26 reduced and it worked for a couple of months but recently even with reduced  
 27 charging settings I keep getting charging unsuccessful message while charging. I  
 28 have even set my charger to 25 AMP instead of the normal 40 AMP setting that  
 I used without success. Any suggestions?<sup>65</sup>

**@Sbae19**  
**June 9, 2023**

I noticed the charge on my GV60 has been wonky lately. I'm using a Grizzl-E  
 L2 charger at home.

It would charge for a while (I'm guessing about 30 minutes) but stop even though  
 there's still a ton more charging needed. I've seen a few similar posts lately. Does  
 anyone have a solution for this, or is it just up to the dealership?<sup>66</sup>

**@Mae22**  
**July 27, 2023**

I know several of you also have Genesis GV60's in your household, and was  
 wondering if anyone else is having charging issues similar to what my husband  
 has been having? He's had his car less than two months, and it was fine at first,  
 but in the last couple of weeks, he's been having charging issues. He will plug  
 into our L2, it will start charging, and stop after just a few minutes. This happens

<sup>63</sup> <https://genesisowners.com/genesis-forum/threads/reported-issues-with-the-genesis-gv60.39000/page-6#post-506562>.

<sup>64</sup> <https://genesisowners.com/genesis-forum/threads/charging-stops-after-an-hour.42507/>.

<sup>65</sup> <https://www.gvforums.com/threads/charging-problems.1506/>.

<sup>66</sup> [https://www.reddit.com/r/GV60/comments/145kd1i/charging\\_issues/](https://www.reddit.com/r/GV60/comments/145kd1i/charging_issues/).



1 over and over, it won't continue charging for more than a few minutes at a time.  
 2 He texted his Genesis "concierge", and she told him to throttle it back to the  
 3 slowest charging speed. That seemed to work - it will charge continuously now -  
 4 but it's very slow and certainly not ideal.

5 I know it's not the charger, because I use the same one for my i4 and have no  
 6 issues at all. Only difference is his car is in the driveway in the sun, and mine is  
 7 in the garage, which is still hot, but not baking in the sun. I've seen reports of  
 8 Hyundai and Kia EV owners having similar problems, and it seems to be caused  
 9 by the charging port overheating. Anyone else seeing issues like this?<sup>67</sup>

### 10 **3. The Class Vehicles Have an Unusually High Number of** 11 **Complaints**

12 122. When compared to vehicles manufactured by competitors in the same  
 13 vehicle class and price point, it is evident that the Class Vehicles have an unusually high  
 14 number of complaints—further notable because the bulk of them concern the Defect.

15 123. For instance, Plaintiffs have located approximately 54 NHTSA complaints  
 16 for the Hyundai Ioniq 5 and 6. Comparatively, through the use of similar search terms,  
 17 Plaintiffs were not able to identify any complaints about similar issues for the Nissan  
 18 Leaf, Ford Mach-E, Tesla Model 3, or Tesla Model Y, all of which are full electric  
 19 competitors to the Class Vehicles.

### 20 **4. Defendants' Own Internal Technical Service Bulletin Evinced** 21 **Their Knowledge of the Defect and Their Unwillingness or** 22 **Inability to Provide a Meaningful Remedy**

23 124. Defendants are experienced in the manufacture and maintenance of  
 24 consumer vehicles. They track and promulgate standard responses to problems with  
 25 their vehicles as identified by dealerships and technicians from customer concerns.  
 26 Defendants publish Technical Service Bulletins, circulated to service managers,  
 27 warranty managers, service advisors, technicians, and fleet-repair personnel, that  
 28 acknowledge recurring issues and instruct how Defendants would like their staff and

<sup>67</sup> <https://www.i4talk.com/threads/anyone-else-with-a-gv60-having-charging-issues.9337/>.

1 agents to address them.

2 125. Hyundai published one such TSB in March 2023.<sup>68</sup> It instructed  
3 technicians about what to do when presented with 2022 or 2023 Ioniq 5 vehicles that  
4 “[i]ntermittently stop[] charging before charging completes” or had an “EV Light On  
5 with DTC P1BAD ‘Charger Coupling Temperature Too High.’” Technicians were to  
6 install a particular software change, which Hyundai deemed a “software logic  
7 improvement.”

8 126. Rather than fix the Defect and return the vehicle to its advertised  
9 convenience and speed, the software change merely decreased the level of current that  
10 the charger dispensed when the charging port temperature rose beyond a certain level.<sup>69</sup>  
11 Because decreasing the level of current results in slower charging, the Class Vehicles  
12 which received the software change charged far more slowly than owners and lessees  
13 had come to expect and Defendants’ advertising promised.

14 127. Kia promoted a similar software change for its Class Vehicles in a January  
15 2023 TSB, which it updated in May 2023.<sup>70</sup>

16  
17 <sup>68</sup> Hyundai, *Technical Service Bulletin: Vehicle Charge Management System (VCMS)*  
18 *Update*), NHTSA Safety Issue ID No. MC-10233558-0001 (Mar. 2023),  
<https://static.nhtsa.gov/odi/tsbs/2023/MC-10233558-0001.pdf>.

19 <sup>69</sup> See NHTSA Complaint ID Nos. 11506567, 11525932, [https://www.nhtsa.gov/](https://www.nhtsa.gov/recalls#vehicle)  
20 [recalls#vehicle](https://www.nhtsa.gov/recalls#vehicle) (see note 44, *supra*); @kinguroo, *Re: Hyundai Kia Genesis Level 2*  
21 *Charging Problem! Overheating charge port!* (June 1, 2023), [https://www.reddit.com/](https://www.reddit.com/r/Ioniq5/comments/13xjrv5/hyundai_kia_genesis_level_2_charging_problem/jmho2r3/)  
22 [r/Ioniq5/comments/13xjrv5/hyundai\\_kia\\_genesis\\_level\\_2\\_charging\\_problem/](https://www.reddit.com/r/Ioniq5/comments/13xjrv5/hyundai_kia_genesis_level_2_charging_problem/jmho2r3/)  
[jmho2r3/](https://www.reddit.com/r/Ioniq5/comments/13xjrv5/hyundai_kia_genesis_level_2_charging_problem/jmho2r3/).

23 <sup>70</sup> See Kia, *Technical Service Bulletin: VCMS Battery Charging Logic Improvement*,  
24 Kia, *Technical Service Bulletin: VCMS Battery Charging Logic Improvement*,  
25 NHTSA Safety Issue No. MC-10236661-0001 (Jan. 2023),  
<https://static.nhtsa.gov/odi/tsbs/2023/MC-10236661-0001.pdf>; Kia, *Technical Service*  
26 *Bulletin: VCMS Battery Charging Logic Improvement*, Kia, *Technical Service*  
27 *Bulletin: VCMS Battery Charging Logic Improvement*, NHTSA Safety Issue No. MC-  
28 [10230617-0001](https://static.nhtsa.gov/odi/tsbs/2023/MC-10230617-0001.pdf) (Jan. 2023), [https://static.nhtsa.gov/odi/tsbs/2023/MC-10230617-](https://static.nhtsa.gov/odi/tsbs/2023/MC-10230617-0001.pdf)  
[0001.pdf](https://static.nhtsa.gov/odi/tsbs/2023/MC-10230617-0001.pdf).

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1 128. On information and belief, the same or a similar procedure outlined in  
2 these TSB applies to the Genesis Class Vehicles, which share the components at issue  
3 with the Hyundai and Kia Class Vehicles.

4 129. To date, Defendants have not otherwise publicly acknowledged or taken  
5 steps to definitively resolve the Defect. Their advertising and Monroney labels continue  
6 to promise the same charging times and ranges, despite Defendants’ knowledge that the  
7 Class Vehicles do not meet those standards.

8 **VII. CLASS ALLEGATIONS**

9 130. Despite Defendants’ knowledge of the Defect, they have failed to notify  
10 customers of the nature and extent of the Defect or provide any adequate remedy.  
11 Defendants have continued to sell and lease Class Vehicles with the Defect through  
12 their authorized dealers throughout the United States. Thus, owners and lessees of the  
13 Class Vehicles are deprived of the full use and enjoyment of their vehicles. The inability  
14 to confidently and consistently charge the Class Vehicles at the advertised rates renders  
15 them unreliable and decreases their value. Plaintiffs allege that they, and persons  
16 similarly situated, would not have purchased or leased the Class Vehicles, or would  
17 have paid less for them, had they known about the Defect.

18 131. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3)  
19 of the Federal Rules of Civil Procedure, on behalf of themselves and the following  
20 proposed classes:

21 **Nationwide Class:**

22 All persons in the United States who purchased or leased a Class Vehicle.

23 **State Sub-Classes:**

24 All members of the Nationwide Class in California, Illinois, New  
25 Mexico, and New York shall be a member of a State Sub-Class.

26 132. Excluded from the Class and State Sub-Classes (“Classes”) are:  
27 Defendants, their employees, officers, directors, legal representatives, heirs, successors,  
28 and wholly- or partly-owned subsidiaries and affiliates; proposed Class counsel and

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1 their employees; the judicial officers and associated court staff assigned to this case and  
2 their immediate family members; all persons who make a timely election to be excluded  
3 from the Classes; governmental entities; and the judge to whom this case is assigned,  
4 his/her immediate family, and chambers staff.

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

7 134. Numerosity. Federal Rule of Civil Procedure 23(a)(1): the members of the  
8 Classes are so numerous and geographically dispersed that individual joinder of all  
9 Class members is impracticable. Class Vehicles may be identified during the pendency  
10 of this action and all owners and lessors notified by recognized, Court-approved notice  
11 dissemination methods, which may include U.S. Mail, electronic mail, Internet  
12 postings, and/or published notice. The Class members may be easily derived from  
13 Defendants' sales and leasing records.

14 135. Commonality and Predominance. Federal Rule of Civil Procedure 23(a)(2)  
15 and 23(b)(3): this action involves common questions of law and fact, which  
16 predominate over any questions affecting individual Class members, including, without  
17 limitation:

- 18 a. Whether Defendants advertised, marketed, distributed, leased, sold, or  
19 otherwise placed the Class Vehicles into the stream of commerce in the  
20 United States;
- 21 b. Whether Defendants knew about, and failed to disclose, the Defect at  
22 the time Plaintiffs and the Class members purchased or leased their  
23 Class Vehicles;
- 24 c. Whether Defendants manufactured, marketed, and distributed the Class  
25 Vehicles knowing that the Defect could and would occur;
- 26 d. Whether Defendants' conduct violates consumer-protection statutes,  
27 false advertising laws, sales contracts, warranty laws, and other laws as  
28 asserted herein;

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- 1 e. Whether Defendants owed a duty to disclose the Defect to Plaintiffs
- 2 and Class Members;
- 3 f. Whether Defendants and the other Class members overpaid for their
- 4 Class Vehicles;
- 5 g. Whether Defendants breached the warranty by failing to properly
- 6 inspect and repair the Defect;
- 7 h. Whether Plaintiffs and the other Class members are entitled to equitable
- 8 relief, including, but not limited to, restitution or injunctive relief; and
- 9 i. Whether Plaintiffs and the other Class members are entitled to damages
- 10 and other monetary relief and, if so, in what amount.

11 136. Typicality. Federal Rule of Civil Procedure 23(a)(3): Plaintiffs’ claims are  
 12 typical of the other Class members’ claims because, among other things, all Class  
 13 members were comparably injured through Defendants’ wrongful conduct as described  
 14 above.

15 137. Adequacy. Federal Rule of Civil Procedure 23(a)(4): Plaintiffs are  
 16 adequate Class representatives because their interests do not conflict with the interests  
 17 of the other members of the Classes they seek to represent; Plaintiffs have retained  
 18 counsel competent and experienced in complex class action litigation; and Plaintiffs  
 19 intend to prosecute this action vigorously. The interests of the Class will be fairly and  
 20 adequately protected by Plaintiffs and their counsel.

21 138. Declaratory and Injunctive Relief. Federal Rule of Civil Procedure  
 22 23(b)(2): Defendants have acted or refused to act on grounds generally applicable to  
 23 Plaintiffs and the other members of the Classes, thereby making appropriate final  
 24 injunctive relief and declaratory relief with respect to the Classes as a whole.

25 139. Superiority. Federal Rule of Civil Procedure 23(b)(3): a class action is  
 26 superior to any other available means for the fair and efficient adjudication of this  
 27 controversy, and no unusual difficulties are likely to be encountered in the management  
 28 of this class action. The damages or other financial detriment suffered by Plaintiffs and



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1 the other Class members are relatively small compared to the burden and expense that  
2 would be required to individually litigate their claims against Defendants, so it would  
3 be impracticable for the members of the Classes to individually seek redress for  
4 Defendants’ wrongful conduct. Even if Class members could afford individual  
5 litigation, the court system could not. Individualized litigation creates a potential for  
6 inconsistent or contradictory judgments and increases the delay and expense to all  
7 parties and the court system. By contrast, the class action device presents far fewer  
8 management difficulties, and provides the benefits of single adjudication, economy of  
9 scale, and comprehensive supervision by a single court.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATIONS OF THE MAGNUSON-MOSS WARRANTY ACT,**

12 **15 U.S.C. § 2301, *ET SEQ.***

13 **(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE**  
14 **CLASS, OR, ALTERNATIVELY, EACH OF THE STATE SUB-CLASSES)**

15 140. Plaintiffs incorporate by reference all allegations of the preceding  
16 paragraphs as though fully set forth herein.

17 141. The Magnuson-Moss Warranty Act (“MMWA”) provides a private right  
18 of action by purchasers of consumer products against retailers who, *inter alia*, fail to  
19 comply with the terms of a written or implied warranty. 15 U.S.C. § 2310(d)(1). As  
20 alleged herein, Defendants have failed to comply with their express warranties and  
21 implied warranties of merchantability with regard to the Class Vehicles.

22 142. The Class Vehicles are “consumer product[s]” as that term is defined in 15  
23 U.S.C. § 2301(1).

24 143. Plaintiffs and each member of the Classes defined above are  
25 “consumer[s]” as that term is defined in 15 U.S.C. § 2301(3).

26 144. Defendants are “suppliers” and “warrantors” as those terms are defined in  
27 15 U.S.C. § 2301(4)–(5).

28 145. The MMWA provides a cause of action for breach of a written or implied

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1 warranty or other violations of the Act. 15 U.S.C. § 2310(d)(1).

2 146. Defendants’ warranties are “written warranties” within the meaning of 15  
3 U.S.C. § 2301(6).

4 147. Defendants breached the express warranties that they provided with the  
5 purchase or lease of all Class Vehicles, which guaranteed the repair or replacement any  
6 part defective in material or workmanship at no cost to the owner or lessee; selling and  
7 leasing Class Vehicles with the Defect, and thus defective in materials and/or  
8 workmanship, requiring repair or replacement within the warranty period; and refusing  
9 and/or failing to honor the express warranties by effectively repairing or replacing the  
10 defective parts free of charge and within a reasonable time.

11 148. Defendants also provided Plaintiffs and the other Class members with an  
12 implied warranty of merchantability in connection with the purchase or lease of their  
13 Class Vehicles. It is an “implied warranty” within the meaning of the MMWA, 15  
14 U.S.C. § 2301(7). As part of the implied warranty of merchantability, Defendants  
15 warranted that the Class Vehicles were fit for their ordinary purpose as safe passenger  
16 motor vehicles, would pass without objection in the trade as manufactured and  
17 marketed, and were adequately contained, packaged, and labeled.

18 149. Defendants breached these implied warranties and are therefore liable to  
19 Plaintiffs and the Class pursuant to 15 U.S.C. § 2310(d)(1). Without limitation, the  
20 Class Vehicles share common defects in that they suffer from the Defect and can  
21 suddenly fail during normal use and operation. Defendants have admitted that the Class  
22 Vehicles are defective through their TSBs.

23 150. Defendants were provided notice of the claims raised by Plaintiffs and was  
24 afforded a reasonable opportunity to cure. Defendants failed to cure in that they have  
25 not offered an effective repair to Plaintiffs and consumers for the Defect. Until  
26 Plaintiffs’ representative capacity is determined, notice and opportunity to cure through  
27 Plaintiffs, and on behalf of the Class, can be provided under 15 U.S.C. § 2310(e).

28 151. Defendants’ acts and omissions in violation of the MMWA are “[u]nfair

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1 methods of competition in or affecting commerce, and unfair or deceptive acts or  
2 practices in or affecting commerce,” and they are unlawful. 15 U.S.C. §§ 2310(b),  
3 45(a)(1).

4 152. Plaintiffs and the members of the Class have suffered, and are entitled to  
5 recover, damages as a result of Defendants’ breach of express and/or implied warranties  
6 and violations of the MMWA.

7 153. Plaintiffs also seek an award of costs and expenses, including attorneys’  
8 fees in connection with the commencement and prosecution of this action under 15  
9 U.S.C. § 2310(d)(2). Plaintiffs and the prospective Class intend to seek such an award,  
10 including expert witness costs and other recoverable costs, as prevailing consumers at  
11 the conclusion of this lawsuit.

12 **SECOND CAUSE OF ACTION**

13 **BREACH OF EXPRESS WARRANTY**

14 **(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE**  
15 **CLASS, OR, ALTERNATIVELY, EACH OF THE STATE SUB-CLASSES)**

16 154. Plaintiffs incorporate by reference all allegations of the preceding  
17 paragraphs as though fully set forth herein.

18 155. Defendants provided all purchasers and lessees of the Class Vehicles with  
19 the same express warranties described herein, which became part of the basis of the  
20 bargain. Defendants supply separate manuals dealing expressly with the warranty. All  
21 of the Plaintiffs were exposed to the time and mileages of the warranties prior to  
22 purchase, as well as the assertions Defendants made concerning charging times.

23 156. The parts affected by the Defect were distributed by Defendants in the  
24 Class Vehicles and are covered by the warranties Defendants provided to all purchasers  
25 and lessors of Class Vehicles.

26 157. Defendants breached these warranties by selling and leasing Class  
27 Vehicles with the Defect, and by refusing to repair or replace the Class Vehicles (or the  
28 components involved in the Defect) within the applicable warranty periods when

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1 Plaintiffs presented them with the Defect.

2 158. Plaintiffs notified Defendants of the breach via certified mail within the  
3 warranty period. Defendants already knew of the Defect and yet chose to conceal it and  
4 failed to comply with its warranty obligations.

5 159. As a direct and proximate cause of Defendant’s breach, Plaintiffs and the  
6 members of the Class bought or leased Class Vehicles they otherwise would not have,  
7 overpaid for their vehicles, did not receive the benefit of their bargain, and/or their Class  
8 Vehicles suffered a diminution in value. Plaintiffs and the Class have also incurred  
9 and/or will incur costs related to the diagnosis and repair of the Defect.

10 160. Defendants’ attempt to disclaim or limit these express warranties is  
11 unconscionable and unenforceable under the circumstances here.

12 161. Specifically, Defendants’ warranty limitation is unenforceable because  
13 they knowingly sold defective products without informing consumers about the Defect.

14 162. The time limits contained in Defendants’ warranty periods were also  
15 unconscionable and inadequate to protect Plaintiffs and members of the Class. A gross  
16 disparity in bargaining power existed between Defendants and the Class Members, and  
17 Defendants knew or should have known that the Class Vehicles were defective at the  
18 time of sale and would fail well before their useful lives.

19 163. Plaintiffs and the Class have complied with all obligations under the  
20 warranty, or otherwise have been excused from performance of said obligations as a  
21 result of Defendants’ conduct described herein.

22 **THIRD CAUSE OF ACTION**

23 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
24 **(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE**  
25 **CLASS, OR, ALTERNATIVELY, EACH OF THE STATE SUB-CLASSES)**

26 164. Plaintiffs incorporate by reference all allegations of the preceding  
27 paragraphs as though fully set forth herein.

28 165. Defendants manufactured and distributed Class Vehicles throughout the

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1 United States for sale and lease to Plaintiffs and the Class Members.

2 166. Defendants impliedly warranted to Plaintiffs and members of the Class that  
3 their Class Vehicles were free of defects and were merchantable and fit for their  
4 ordinary purpose for which such goods are used.

5 167. As alleged herein, Defendants breached the implied warranty of  
6 merchantability because the Class Vehicles suffer from the Defect. The Class Vehicles  
7 are therefore defective, unmerchantable, and unfit for their ordinary, intended purpose.

8 168. Plaintiffs gave reasonable and adequate notice to Defendants that the Class  
9 Vehicles were defective, unmerchantable, and unfit for their intended use or purpose.

10 169. Due to the Defect, Plaintiffs and the members of the Class are unable to  
11 reliably charge their vehicles at the advertised rates, contrary to Defendants'  
12 representations.

13 170. Any purported exclusions and limitations of remedies in the warranties are  
14 unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available  
15 under Article 2 of the Uniform Commercial Code and other state laws of each Sub-  
16 Class. Any purported warranty disclaimers, exclusions, and limitations were  
17 unconscionable and unenforceable. As a direct and proximate result of the breach of  
18 implied warranty of merchantability, Plaintiffs and members of the Classes have been  
19 injured in an amount to be proven at trial.

20 **FOURTH CAUSE OF ACTION**

21 **UNJUST ENRICHMENT**

22 **(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE**  
23 **CLASS, OR, ALTERNATIVELY, EACH OF THE STATE SUB-CLASSES)**

24 171. Plaintiffs incorporate by reference all allegations of the preceding  
25 paragraphs as though fully set forth herein.

26 172. This claim is pleaded in the alternative to Plaintiffs' contract-based claims  
27 in the event the Court finds Plaintiffs do not have any adequate remedies at law.

28 173. Defendants knew or should have known that Plaintiffs and the Class paid



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1 for the Class Vehicles with the expectation that they would perform as represented and  
2 were free from defects.

3 174. Plaintiffs and the Class conferred substantial benefits on Defendants by  
4 purchasing or leasing the defective Class Vehicles. Defendants knowingly and willingly  
5 accepted and enjoyed those benefits.

6 175. Defendants’ retention of these benefits is inequitable.

7 176. As a direct and proximate cause of Defendants’ unjust enrichment,  
8 Plaintiffs and the Class are entitled to an accounting, restitution, attorneys’ fees, costs,  
9 and interest.

10 **FIFTH CAUSE OF ACTION**

11 **FRAUDULENT CONCEALMENT**

12 **(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE**  
13 **CLASS, OR, ALTERNATIVELY, EACH OF THE STATE SUB-CLASSES)**

14 177. Plaintiffs incorporate by reference the allegations of all foregoing  
15 paragraphs as if they had been set forth in full herein.

16 178. At all relevant times, Defendants were engaged in the business of  
17 designing, manufacturing, distributing, and selling the Class Vehicles.

18 179. Defendants, acting through their representatives or agents, sold and/or  
19 leased the Class Vehicles throughout the United States.

20 180. Defendants willfully, falsely, and knowingly omitted various material facts  
21 regarding the quality and character of the Class Vehicles, including that they suffered  
22 from the Defect.

23 181. Rather than inform consumers of the truth regarding the Defect,  
24 Defendants concealed material information related to the Defect.

25 182. Defendants’ omissions were material because the Defect has a substantial  
26 impact not simply on the convenience and cost of vehicle maintenance, but also on the  
27 reliability of the Class Vehicles over time.

28 183. Defendants omitted this material information to drive up sales and

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1 maintain their market power, as consumers would not have purchased the Class  
2 Vehicles, or would have paid substantially less for them, had they known the truth.

3 184. Plaintiffs and the Class members had no way of knowing about the Defect.

4 185. Plaintiffs and Class members could not have discovered the above  
5 information on their own, because Defendants were in the exclusive possession of such  
6 information.

7 186. Although Defendants have a duty to ensure the accuracy of information  
8 regarding the performance of its Class Vehicles, they did not fulfill these duties.

9 187. Plaintiffs and Class members sustained injury due to the purchase or lease  
10 of Class Vehicles that suffered from the Defect.

11 188. Defendants’ acts were done maliciously, oppressively, deliberately, and  
12 with intent to defraud, and in reckless disregard of Plaintiffs and Class members’ rights  
13 and well-being, and in part to enrich themselves at the expense of consumers.  
14 Defendants’ acts were done to gain commercial advantage over competitors, and to  
15 drive consumers away from consideration of competitors’ vehicles. Defendants’  
16 conduct warrants an assessment of punitive damages in an amount sufficient to deter  
17 such conduct in the future.

18 **SIXTH CAUSE OF ACTION**

19 **VIOLATIONS OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES**  
20 **ACT (“CLRA”)**

21 **CAL. CIV. CODE § 1750, ET SEQ.**

22 **(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE**  
23 **CLASS, OR, ALTERNATIVELY, PLAINTIFF BRIGHT AND THE**  
24 **CALIFORNIA SUB-CLASS)**

25 189. Plaintiffs and the Nationwide Class incorporate by reference each  
26 preceding and succeeding paragraph as though fully set forth at length herein.

27 190. This claim is brought on behalf of each Named Plaintiff and on behalf of  
28 the Nationwide Class against Defendants. In the alternative, Plaintiff Bright brings this

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1 claim on behalf of herself and on behalf of the California Class against Defendants.

2 191. Defendants are “persons” as that term is defined in California Civil Code  
3 § 1761(c).

4 192. Plaintiffs and the Nationwide Class members are “consumers” as that term  
5 is defined in California Civil Code §1761(d).

6 193. Defendants engaged in unfair and deceptive acts in violation of the CLRA  
7 by the practices described above, and by knowingly and intentionally concealing from  
8 Plaintiffs and the Nationwide Class members that the Class Vehicles suffer from a  
9 defect(s). These acts and practices violate, at a minimum, the following sections of the  
10 CLRA:

11 (a)(2) Misrepresenting the source, sponsorship, approval or certification of  
12 goods or services;

13 (a)(5) Representing that goods or services have sponsorships,  
14 characteristics, uses, benefits or quantities which they do not have, or that  
15 a person has a sponsorship, approval, status, affiliation or connection  
16 which he or she does not have;

17 (a)(7) Representing that goods or services are of a particular standard,  
18 quality, or grade, or that goods are of a particular style or model, if they  
19 are of another; and

20 (a)(9) Advertising goods and services with the intent not to sell them as  
21 advertised.

22 194. Defendants’ unfair or deceptive acts or practices occurred repeatedly in  
23 Defendants’ trade or business and were capable of deceiving a substantial portion of the  
24 purchasing public.

25 195. Defendants knew that the Class Vehicles were defectively manufactured  
26 and would not reliably charge at the advertised rates.

27 196. Defendants were under a duty to Plaintiffs and the Nationwide Class to  
28 disclose the defective nature of the Class Vehicles because:

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- 1 a. Defendants were in a superior position to know the true state of facts
- 2 about the Defect and associated repair or replacement costs;
- 3 b. Plaintiffs and the Nationwide Class could not reasonably have been
- 4 expected to learn or discover about the Defect until it manifested;
- 5 c. Defendants knew that Plaintiffs and the Nationwide Class could not
- 6 reasonably have been expected to learn about or discover the Defect
- 7 and the associated repair or replacement costs until the Defect
- 8 manifested; and
- 9 d. Defendants actively concealed the Defect and the associated repair
- 10 or replacement costs by asserting to Plaintiffs and the Nationwide
- 11 Class by failing to publicly disclose the Defect’s existence.

12 197. In failing to disclose the Defect and the associated repair or replacement  
13 costs that result from it, Defendants have knowingly and intentionally concealed  
14 material facts and breached their duty to disclose.

15 198. The facts concealed or not disclosed by Defendants to Plaintiffs and the  
16 Nationwide Class are material in that a reasonable consumer would have considered  
17 them to be important in deciding whether to purchase or lease Defendants’ Class  
18 Vehicles or pay a lesser price. Had Plaintiffs and the Nationwide Class known about  
19 the defective nature of the Class Vehicles, they would not have purchased or leased the  
20 Class Vehicles or would have paid less for them.

21 199. Plaintiffs and the Nationwide Class members’ injuries were proximately  
22 caused by Defendants’ fraudulent and deceptive business practices.

23 200. Therefore, Plaintiffs and the Nationwide Class members seek all injunctive  
24 relief available under the CLRA.

25 201. Pursuant to Cal. Civ. Code Section 1782, Plaintiffs notified Defendants of  
26 their breaches of the CLRA through a letter dated August 16, 2023, which was sent via  
27 certified mail. Should Defendants fail to remedy their breaches within 30 days of that  
28 mailing, Plaintiffs reserve the right to amend their complaint to seek damages.

**SEVENTH CAUSE OF ACTION**

**VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**

**Cal. Bus. & Prof. Code § 17200**

**(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE CLASS, OR, ALTERNATIVELY, PLAINTIFF BRIGHT AND THE CALIFORNIA SUB-CLASS)**

202. Plaintiffs and the Nationwide Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

203. This claim is brought on behalf of each Named Plaintiff and on behalf of the Nationwide Class against Defendants. In the alternative, Plaintiff Bright brings this claim on behalf of herself and on behalf of the California Class against Defendants.

204. The California Unfair Competition Law (“UCL”) prohibits acts of “unfair competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

205. Defendants have engaged in unfair competition and unfair, unlawful, or fraudulent business practices by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiffs and the Nationwide Class that the Class Vehicles suffer from the Defect (and the costs and diminished value of the vehicles as a result of these problems). Defendants should have disclosed this information because they were in a superior position to know about the Defect, and Plaintiffs and the Nationwide Class could not reasonably be expected to learn about or discover the Defect.

206. These acts and practices have deceived Plaintiffs and the Nationwide Class and are likely to deceive the public. In failing to disclose the Defect and suppressing other material facts from Plaintiffs and the Nationwide Class, Defendants breached their duties to disclose these facts, violated the UCL, and caused injuries to Plaintiffs and the Nationwide Class. The omissions and acts of concealment by Defendants pertained to

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1 information that was material to Plaintiffs and the Nationwide Class, as it would have  
2 been to all reasonable consumers.

3 207. The injuries suffered by Plaintiffs and the Nationwide Class are not greatly  
4 outweighed by any potential countervailing benefit to consumers or to competition, nor  
5 are they injuries that Plaintiffs and the Nationwide Class should have reasonably  
6 avoided.

7 208. Defendants’ acts and practices are unlawful because they violate California  
8 Civil Code §§ 1668, 1709, 1710, and 1750 and California Commercial Code § 2313.

9 209. Plaintiffs and the Nationwide Class seek to enjoin further unlawful, unfair  
10 and/or fraudulent acts or practices by Defendants, to obtain restitutionary disgorgement  
11 of all monies and revenues generated as a result of such practices, and all other relief  
12 allowed under California Business & Professions Code § 17200. Plaintiffs also seek  
13 monetary damages.

14 **EIGHTH CAUSE OF ACTION**

15 **VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW**

16 **Cal. Bus. & Prof. Code § 17500, *et seq.***

17 **(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE**  
18 **CLASS, OR, ALTERNATIVELY, PLAINTIFF BRIGHT AND THE**  
19 **CALIFORNIA SUB-CLASS)**

20 210. Plaintiffs and the Nationwide Class incorporate by reference each  
21 preceding and succeeding paragraph as though fully set forth at length herein.

22 211. This claim is brought on behalf of each Named Plaintiff and on behalf of  
23 the Nationwide Class against Defendants. In the alternative, Plaintiff Bright brings this  
24 claim on behalf of herself and on behalf of the California Class against Defendants.

25 212. California Business & Professions Code § 17500 states:

26 It is unlawful for any . . . corporation . . . with intent directly or  
27 indirectly to dispose of real or personal property. . . to induce the  
28 public to enter into any obligation relating thereto, to make or  
disseminate or cause to be made or disseminated . . . from this  
state before the public in any state, in any newspaper or other

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publication, or any advertising device, . . . or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

213. Defendants caused to be made or disseminated through California and the United States, through advertising, marketing, and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendants, to be untrue and misleading to consumers, including Plaintiffs and the Nationwide Class.

214. Defendants have violated California Business & Professions Code § 17500 because the misrepresentations and omissions regarding the reliability and functionality of their Class Vehicles as set forth in this Complaint were material and likely to deceive a reasonable consumer.

215. Plaintiffs and the Nationwide Class have suffered an injury in fact, including the loss of money or property, as a result of Defendants’ unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Class Vehicles, Plaintiffs and the Nationwide Class relied on the misrepresentations and/or omissions of Defendants with respect to the reliability and functionality of the Class Vehicles. Defendants’ representations were untrue because the Class Vehicles are distributed with the Defect. Had Plaintiffs and the Nationwide Class known this, they would not have purchased or leased their Class Vehicles and/or paid as much for them. Accordingly, Plaintiffs and the Nationwide Class overpaid for their Class Vehicles and did not receive the benefit of their bargain.

216. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendants’ businesses. Defendants’ wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the state of California and nationwide.

217. Plaintiffs and the Nationwide Class request that this Court enter such

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1 orders or judgments as may be necessary to enjoin Defendants from continuing their  
2 unfair, unlawful, and/or deceptive practices and to restore to them any money  
3 Defendants acquired by unfair competition, including restitution and/or restitutionary  
4 disgorgement, and for such other relief set forth below. Plaintiffs also seek monetary  
5 damages.

6 **NINTH CAUSE OF ACTION**

7 **VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT:**

8 **BREACH OF EXPRESS WARRANTY**

9 **Cal. Civ. Code §§ 1791.2, 1793.2(d)**

10 **(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE**  
11 **CLASS, OR, ALTERNATIVELY, PLAINTIFF BRIGHT AND THE**  
12 **CALIFORNIA SUB-CLASS)**

13 218. Plaintiffs and the Nationwide Class incorporate by reference each  
14 preceding and succeeding paragraph as though fully set forth at length herein.

15 219. This claim is brought on behalf of each Named Plaintiff and on behalf of  
16 the Nationwide Class against Defendants. In the alternative, Plaintiff Bright brings this  
17 claim on behalf of herself and on behalf of the California Class against Defendants.

18 220. Plaintiffs and the Nationwide Class members who purchased or leased the  
19 Class Vehicles in California are “buyers” within the meaning of California Civil Code  
20 § 1791(b).

21 221. The Class Vehicles are “consumer goods” within the meaning of  
22 California Civil Code § 1791(a).

23 222. Defendants are “manufacturers” of the Class Vehicles within the meaning  
24 of California Civil Code § 1791(j).

25 223. Defendants made express warranties to Plaintiffs and the Nationwide Class  
26 within the meaning of California Civil Code §§ 1791.2 and 1793.2, as described above.

27 224. Pursuant to California Civil Code §§ 1793.2 and 1794, Plaintiffs and the  
28 Nationwide Class are entitled to damages and other legal and equitable relief including,

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1 at their election, the purchase price of their Class Vehicles, the overpayment, or  
2 diminution in value of their Class Vehicles.

3 225. Pursuant to California Civil Code § 1794, Plaintiffs and the Nationwide  
4 Class are entitled to costs and attorneys’ fees.

5 **TENTH CAUSE OF ACTION**

6 **VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT:**

7 **BREACH OF IMPLIED WARRANTY**

8 **Cal. Civ. Code §§ 1791.2, 1792**

9 **(ON BEHALF OF ALL NAMED PLAINTIFFS AND THE NATIONWIDE**  
10 **CLASS, OR, ALTERNATIVELY, PLAINTIFF BRIGHT AND THE**  
11 **CALIFORNIA SUB-CLASS)**

12 226. Plaintiffs and the Nationwide Class incorporate by reference each  
13 preceding and succeeding paragraph as though fully set forth at length herein.

14 227. This claim is brought on behalf of each Named Plaintiff and on behalf of  
15 the Nationwide Class against Defendants. In the alternative, Plaintiff Bright brings this  
16 claim on behalf of herself and on behalf of the California Class against Defendants.

17 228. Plaintiffs and the Nationwide Class members who purchased or leased the  
18 Class Vehicles in California are “buyers” within the meaning of California Civil Code  
19 § 1791(b).

20 229. The Class Vehicles are “consumer goods” within the meaning of  
21 California Civil Code § 1791(a).

22 230. Defendants are “manufacturers” of the Class Vehicles within the meaning  
23 of California Civil Code § 1791(j).

24 231. Defendants impliedly warranted to Plaintiffs and the Nationwide Class that  
25 the Class Vehicles were “merchantable” within the meaning of California Civil Code  
26 §§ 1791.1 & 1792.

27 232. However, the Class Vehicles do not have the quality that a reasonable  
28 purchaser would expect.

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1 233. California Civil Code § 1791.1(a) states: “Implied warranty of  
2 merchantability” or “implied warranty that goods are merchantable” means that the  
3 consumer goods meet each of the following criteria: they (1) pass without objection in  
4 the trade under the contract description; (2) are fit for the ordinary purposes for which  
5 such goods are used; and (4) conform to the promises or affirmations of fact made on  
6 the container or label.

7 234. The Class Vehicles would not pass without objection in the trade because  
8 of the Defect.

9 235. The Class Vehicles are not fit for the ordinary purpose for which they are  
10 used because of the Defect.

11 236. The Class Vehicles do not conform to the promises or affirmations of fact  
12 made by Defendants.

13 237. Defendants breached the implied warranty of merchantability by  
14 manufacturing and selling Class Vehicles containing the Defect. The existence of the  
15 Defect has caused Plaintiffs and the Nationwide Class to not receive the benefit of their  
16 bargain and have caused Class Vehicles to depreciate in value.

17 238. As a direct and proximate result of Defendants’ breach of the implied  
18 warranty of merchantability, Plaintiffs and the Nationwide Class received goods whose  
19 defective condition substantially impairs their value. Plaintiffs and the Nationwide  
20 Class have been damaged as a result of the diminished value of the Class Vehicles.

21 239. Plaintiffs and the Nationwide Class are entitled to damages and other legal  
22 and equitable relief including, at their election, the purchase price of their Class  
23 Vehicles, or the overpayment or diminution in value of their Class Vehicles.

24 240. Pursuant to California Civil Code § 1794, Plaintiffs and the Nationwide  
25 Class are entitled to costs and attorneys’ fees.

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**ELEVENTH CAUSE OF ACTION**

**VIOLATION OF THE ILLINOIS CONSUMER FRAUD ACT**

**815 ILCS 505/1-12**

**(ON BEHALF OF PLAINTIFF MAHON AND THE ILLINOIS CLASS)**

241. Plaintiff Mahon and the Illinois Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

242. Plaintiff Mahon brings this claim on behalf of himself and on behalf of the Illinois Class against Defendants.

243. The Class Vehicles are “merchandise” within the meaning of 815 ILCS 505/1(b).

244. Plaintiff Mahon and the other Illinois Class members are “consumers” within the meaning of 815 ILCS 505/1(e).

245. Defendants made representations to Plaintiff Mahon and the other Illinois Class members that the Class Vehicles would reliably charge at the advertised rates.

246. Defendants’ representations were untrue, deceptive, and misleading. The Class Vehicles regularly did not charge as advertised, and Defendants’ continued statements that they did obscured the truth.

247. Defendants made those representations with the intent to induce an obligation, *viz.*, the intent to sell or lease the Class vehicles.

248. Defendants’ representations occurred in a course of conduct involving trade or commerce.

249. Defendants’ representations proximately caused Plaintiff Mahon and the other Illinois Class members monetary damages.

250. 815 ILCS 505/10a therefore entitles Plaintiff Mahon and the other Illinois Class members to recover those pecuniary losses as well as costs and attorneys’ fees.

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**TWELFTH CAUSE OF ACTION**

**VIOLATION OF THE NEW MEXICO UNFAIR PRACTICES ACT**

**N.M. Stat. Ann. §§ 57-12-1 to -26**

**(ON BEHALF OF PLAINTIFF CONHEIM AND THE NEW MEXICO CLASS)**

251. Plaintiff Conheim and the New Mexico Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

252. Plaintiff Conheim brings this claim on behalf of himself and on behalf of the New Mexico Class against Defendants.

253. The Class Vehicles are “goods” within the meaning of N.M. Stat. Ann. § 57-12-2(D).

254. Defendants are “persons” within the meaning of N.M. Stat. Ann. § 57-12-2(A).

255. Defendants sold and leased Class Vehicles in the regular course of their trade or commerce within the meaning of N.M. Stat. Ann. § 57-12-2(C).

256. Defendants’ representations to Plaintiff Conheim and the other New Mexico Class members that the Class Vehicles would reliably charge at the advertised rates to and did deceive or mislead Plaintiff Conheim and the other New Mexico Class members.

257. When Defendants represented that the Class Vehicles could reliably charge at the advertised rates, without disclosing the Defect, they represented that the Class Vehicles had characteristics and benefits that they did not have.

258. When Defendants represented that the Class Vehicles could reliably charge at the advertised rates, without disclosing the Defect, they represented that the Class Vehicles were of a particular standard or quality when they were in fact not of that standard or quality.

259. When Defendants represented that the Class Vehicles could reliably charge at the advertised rates, they exaggerated the material fact of the Class Vehicles’ charging capability. When they did not disclose the Defect, they deceived Plaintiff Conheim and

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1 the other New Mexico Class members.

2 260. When Defendants sold and leased Class Vehicles with the Defect, they  
3 failed to deliver the quality of the goods for which Plaintiff Conheim and the other New  
4 Mexico Class members contracted.

5 261. Defendants willfully engaged in these unfair and deceptive trade practices.  
6 Even after being alerted to the Defect, Defendants failed to meaningfully remedy it.  
7 Instead, they further reduced the charging speed of the Class Vehicles and continued to  
8 market the Class Vehicles as if no Defect existed.

9 262. Defendants’ representations caused Plaintiff Conheim and the other New  
10 Mexico Class members monetary damages.

11 263. N.M. Stat. Ann. § 57-12-10 therefore entitles Plaintiff Conheim and the  
12 other New Mexico Class members to recover those damages, thrice multiplied due to  
13 Defendants’ willfulness, as well as costs and attorneys’ fees.

14 **THIRTEENTH CAUSE OF ACTION**

15 **VIOLATION OF THE NEW YORK STATE PROHIBITION OF**  
16 **DECEPTIVE ACTS AND PRACTICES**

17 **N.Y. Gen. Bus. Law § 349**

18 **(ON BEHALF OF PLAINTIFF BARNIE AND THE NEW YORK CLASS)**

19 264. Plaintiff Barnie incorporates by reference each preceding and succeeding  
20 paragraph as though fully set forth at length herein.

21 265. Plaintiff Barnie brings this cause of action individually and on behalf of  
22 the New York Class.

23 266. Defendants have engaged in consumer-oriented conduct by marketing and  
24 selling the Class Vehicles to purchasers and lessees. Their conduct constitutes acts and  
25 practices that impose a broad impact on consumers at large.

26 267. Defendants’ consumer-oriented conduct was materially misleading.  
27 Defendants have engaged, and continue to engage, in a systematic campaign of  
28 advertising and marketing the Class Vehicles as possessing the capability to reliably

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1 charge at certain speeds. In connection with the sale, lease, and promotion of the Class  
2 Vehicles, Defendants disseminated or caused to be disseminated false, misleading, and  
3 deceptive advertising regarding charging capability to the general public through  
4 various forms of media, including but not limited to product packaging, product  
5 displays, labeling, advertising, and marketing. However, Defendants knew or  
6 reasonably should have known that the Class Vehicles could not reliably provide the  
7 advertised charging capability, that the failure to disclose the reduced charging speed to  
8 prospective purchasers of the Class Vehicles was a material omission, and that their  
9 continued advertising of the Class Vehicles' charging capabilities was inadequate and  
10 factually incorrect.

11 268. Defendants' consumer-oriented conduct was thus likely to mislead  
12 reasonable consumers, like Plaintiff Bernie and New York Class members, acting  
13 reasonably under the circumstances.

14 269. When Defendants disseminated the advertising described herein, they  
15 knew, or by the exercise of reasonable care should have known, that the statements  
16 concerning the Class Vehicles' charging capabilities were untrue or misleading, or  
17 omitted to state the truth about the Class Vehicles' charging capabilities, in violation of  
18 N.Y. Gen. Bus. Law § 349.

19 270. Plaintiff Bernie and members of the New York Class suffered injury as a  
20 result of Defendants' deceptive acts and practices. As a proximate result of Defendants'  
21 conduct, Plaintiff Bernie, members of the New York Class, and consumers at large were  
22 exposed to these misrepresentations, omissions, and partial disclosures, purchased or  
23 leased the Class Vehicles in reliance on these misrepresentations, omissions, and partial  
24 disclosures, and suffered monetary losses as a result. They would not have purchased  
25 the Class Vehicles, or would not have paid as much, had they known the truth regarding  
26 the Class Vehicles' actual charging capabilities.

27 271. Defendants made such misrepresentations even though they knew or  
28 should have known that the statements were false, misleading, and/or deceptive.

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1 272. Defendants acted willfully and knowingly in continuing to market the  
2 Class Vehicles as offering a charging capacity and speed that they could not reliably  
3 provide.

4 273. There were reasonably available alternatives to further Defendants'  
5 legitimate business interests other than the conduct described above, including the  
6 provision or repair of Class Vehicles capable of safely providing the advertised charging  
7 capacities and speeds.

8 274. Under N.Y. Gen. Bus. Law § 349(h), Plaintiff Bernie and the members of  
9 the Class seek an order of this Court enjoining Defendants from continuing to engage,  
10 use, or employ the practices described above in advertising the sale or lease of the Class  
11 Vehicles. Plaintiff Bernie and the members of the New York Class ask this Court to  
12 order Defendants to make full corrective disclosures to correct their prior  
13 misrepresentations, omissions, failures to disclose, and partial disclosures. Plaintiff  
14 Bernie and the New York Class further seek an order of this Court requiring Defendants  
15 to provide, at no cost to Plaintiff Bernie and the New York Class members, Class  
16 Vehicles capable of reliably charging at the advertised capacity and speed and/or to  
17 reimburse Plaintiff Bernie and New York Class members the full costs of purchasing  
18 the Class Vehicles.

19 275. Under N.Y. Gen. Bus. Law § 349(h), Plaintiff Bernie and the members of  
20 the New York Class also seek an order of this Court awarding treble actual damages, or  
21 in the alternative, actual damages, as well as reasonable attorneys' fees.

22 **FOURTEENTH CAUSE OF ACTION**

23 **VIOLATION OF THE NEW YORK STATE**

24 **PROHIBITION OF FALSE ADVERTISING**

25 **N.Y. Gen. Bus. Law §§ 350 to 350-a, 350-e**

26 **(ON BEHALF OF PLAINTIFF BARNIE AND THE NEW YORK CLASS)**

27 276. Plaintiff Bernie incorporates by reference each preceding and succeeding  
28 paragraph as though fully set forth at length herein.



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1 277. Plaintiff Bernie brings this cause of action individually and on behalf of  
2 the New York Class.

3 278. Defendants have engaged in consumer-oriented conduct by marketing and  
4 selling the Class Vehicles to purchasers and lessees. Their conduct constitutes acts and  
5 practices that affect consumers at large.

6 279. Defendants' consumer-oriented conduct was materially misleading.  
7 Defendants have engaged, and continue to engage, in a systematic campaign of  
8 advertising and marketing the Class Vehicles as possessing the capability to reliably  
9 charge at certain speeds. In connection with the sale, lease, and promotion of the Class  
10 Vehicles, Defendants disseminated or caused to be disseminated false, misleading, and  
11 deceptive advertising regarding charging capability to the general public through  
12 various forms of media, including but not limited to product packaging, product  
13 displays, labeling, advertising, and marketing. However, Defendants knew or  
14 reasonably should have known that the Class Vehicles could not reliably provide the  
15 advertised charging capabilities, that the failure to disclose the reduced charging speeds  
16 to prospective purchasers and lessees of the Class Vehicles was a material omission, and  
17 that their continued advertising of the Class Vehicles' charging capabilities was  
18 inadequate and factually incorrect.

19 280. Defendants' consumer-oriented conduct was thus likely to mislead  
20 reasonable consumers, like Plaintiff Bernie and New York Class members, acting  
21 reasonably under the circumstances.

22 281. When Defendants disseminated the advertising described herein, they  
23 knew, or by the exercise of reasonable care should have known, that the statements  
24 concerning the Class Vehicles' charging capabilities were untrue or misleading, or  
25 omitted to state the truth about the Class Vehicles' charging capabilities, in violation of  
26 N.Y. Gen. Bus. Law § 350.

27 282. Plaintiff Bernie and members of the New York Class suffered injury as a  
28 result of Defendants' deceptive acts and practices. As a proximate result of Defendants'

1 conduct, Plaintiff Bernie, members of the New York Class, and consumers at large were  
2 exposed to these misrepresentations, omissions, and partial disclosures, purchased or  
3 leased the Class Vehicles in reliance on these misrepresentations, omissions, and partial  
4 disclosures, and suffered monetary losses as a result. They would not have purchased  
5 or leased the Class Vehicles, or would not have paid as much for them, had they known  
6 the truth regarding the Class Vehicles' actual charging capabilities.

7 283. Defendants made such misrepresentations even though they knew or  
8 should have known that the statements were false, misleading, and/or deceptive.

9 284. Defendants acted willfully and knowingly in continuing to market the  
10 Class Vehicles as offering charging capacities that they could not provide.

11 285. There were reasonably available alternatives to further Defendants'  
12 legitimate business interests other than the conduct described above, including the  
13 provision or repair of Class Vehicles capable of reliably providing the advertised  
14 charging capacities and speeds.

15 286. Under N.Y. Gen. Bus. Law § 350-e(3), Plaintiff Bernie and the members  
16 of the New York Class seek an order of this Court enjoining Defendants from continuing  
17 to engage, use, or employ the practices described above in advertising the sale or lease  
18 of the Class Vehicles. Plaintiff Bernie and the members of the New York Class ask this  
19 Court to order Defendants to make full corrective disclosures to correct their prior  
20 misrepresentations, omissions, failures to disclose, and partial disclosures. Plaintiff  
21 Bernie and the members of the New York Class further seek an order of this Court  
22 requiring Defendants to provide, at no cost to Bernie and New York Class Members,  
23 Class Vehicles capable of operating at the advertised charging capacity and/or to  
24 reimburse Plaintiff Bernie and New York Class members the full costs of purchasing or  
25 leasing the Class Vehicles.

26 287. Under N.Y. Gen. Bus. Law § 350-e(3), Plaintiff Bernie and the members  
27 of the New York Class also seek an order of this Court awarding treble actual damages,  
28 or in the alternative, actual damages, as well as reasonable attorneys' fees.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of members of the Classes defined above, respectfully request that the Court enter judgment against Defendants and award the following relief:

A. Certification of this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, declaring Plaintiffs as the representatives of the Classes, and Plaintiffs’ counsel as counsel for the Classes;

B. An order enjoining Defendants from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint, including, without limitation, an order that requires Defendants to:

- i. repair, recall, and/or replace the Class Vehicles;
- ii. to extend the applicable warranties to a reasonable period of time and to so notify the Classes;
- iii. to stop selling and leasing Class Vehicles with the misleading information and omissions and Defect; and
- iv. at a minimum, to provide Plaintiffs and Class members with appropriate curative notice regarding the existence and cause of the Defect;

C. An order granting declaratory relief, including without limitation, a declaration:

- i. requiring Defendants to comply with the various provisions of law cited above and to make all required disclosures;
- ii. stating that Defendants are financially responsible for all Class notice and the administration of Class relief;

D. An award of appropriate damages to repair or replace the Class Vehicles, including damages for economic loss including loss of the benefit of the bargain, overpayment damages, diminished value, and out-of-pocket losses;

E. An order requiring disgorgement, for the benefit of the Class, the ill-gotten

1 profits Defendants received from the sale or lease of the Class Vehicles, or full  
2 restitution to Plaintiffs and members of the Classes;

3 F. An order awarding any applicable statutory damages, civil penalties, and  
4 punitive and exemplary damages;

5 G. An award of costs, expenses, and attorneys' fees;

6 H. An order requiring Defendants to pay both pre- and post-judgment interest  
7 on any amounts awarded; and

8 I. Such other or further relief as the Court may deem just and proper.

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10 ///

11 Dated: August 25, 2023

NYE, STIRLING, HALE, MILLER & SWEET, LLP

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**DEMAND FOR JURY TRIAL**

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

Dated: August 25, 2023

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