Court File No. VLC-S-S-257641

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

[redacted]

PLAINTIFF

AND:

HYUNDAI AUTO CANADA CORP.,
HYUNDAI MOTOR COMPANY,
HYUNDAI MOTOR AMERICA, INC.,
HYUNDAI MOTOR MANUFACTURING ALABAMA LLC,
KIA CANADA INC.,
KIA MOTORS CORPORATION,
KIA MOTORS AMERICA, INC., and
KIA GEORGIA, INC.

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff

and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff(s),

(a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,

(b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,

(c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF(S)

Part 1: STATEMENT OF FACTS

A. Nature of Claim

1. The within proposed automotive defect multi-jurisdictional class proceeding involves certain model and model year Hyundai-, Genesis- and Kia-brand Electric Vehicles ("**EVs**"), defined below as "**Affected Class Vehicles**", engineered, designed, developed, manufactured, assembled, tested, marketed, distributed, supplied, leased and/or sold by the Defendants, Hyundai Auto Canada Corp. ("**HACC**"), Hyundai Motor Company ("**HMC**"), Hyundai Motor America, Inc. ("**HMA**"), Hyundai Motor Manufacturing Alabama LLC ("**HMMA**"), Kia Canada Inc. ("**KCI**"), Kia Motors Corporation ("**KMC**"), Kia Motors America, Inc. ("**KMA**"), and Kia Georgia, Inc. ("**KGI**"), in Canada, including the Province of British Columbia, equipped with a charging port containing a defect in its design and/or manufacturing that causes overheating during Level 2 alternating current charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire. (the "**Charging Defect**").

2. "**Affected Class Vehicles**" include, but are not limited to, the following model year Hyundai-, Genesis-, and Kia-brand EVs designed, manufactured and/or assembled by the Defendants, HMC, HMMA, KMC, and/or KGI, and marketed, advertised, distributed, sold and/or leased by the Defendants, HACC, HMC, HMA, KCI, KMC and/or KMA, in Canada, including the Province of British Columbia, with the Charging Defect:

MODEL	MODEL YEAR
Genesis G80	2023-2024
Genesis GV60	2023-2024
Genesis GV70	2023-2025
Hyundai IONIQ 5	2022-2024
Hyundai IONIQ 6	2023-2025
Kia EV6	2022-2024

The Plaintiff reserves the right to add additional vehicles to the definition of Affected Class Vehicles.

3. In recent years, there has been a rapid increase in consumer demand for environmentally friendly vehicles. With the advent of EVs, vehicle manufacturers have competed to develop increasingly efficient and rapid charging systems. The ability to achieve faster charging times is a key consideration for consumers in choosing among the various EVs currently offered on the market.

4. With the proliferation of EVs, charging port configurations have been standardized across the automotive industry. However, while vehicle manufacturers adopt common external connector standards, the internal components, materials, and thermal management systems within each charging port remain proprietary to each vehicle manufacturer.

5. The Affected Class Vehicles utilize the Combined Charging System ("**CCS**"), an international charging standard supporting both alternating current ("**AC**") and direct current ("**DC**") charging through a single connector. CCS allows for both slower Level 2 AC charging and faster DC charging, depending on the available charging equipment and the charger used.

6. Two main variants of CCS exist: **CCS1**, used primarily in North America, combines the Type 1/Type 2 (Society of Automotive Engineers (SAE) J1772) AC connector with additional

DC pins for fast charging; and **CCS2**, used predominantly in Europe and other regions, which integrates the Type 2 AC connector with DC pins to permit higher charging speeds.

7. The SAE J1772 (or "**J1772**") connector serves as the standard Level 1 and Level 2 AC charging interface in North America, supporting up to 240 volts (V) with a five-pin configuration for power delivery, communication, and safety functions.

8. EVs generate significant heat during both charging and discharging, with heat generation being particularly pronounced during charging.

9. The Charging Defect manifests during Level 2 AC charging as excessive heat buildup within the J1772/CCS charging port assembly, resulting in abnormal temperature rise, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire.

10. The Charging Defect arises from the following design and/or manufacturing deficiencies: (i) inadequate electrical contact design, including improper manufacturing tolerances, resulting in excessive resistance and heat generation under normal operating current; (ii) insufficient heat dissipation between the high-current pins and surrounding insulating materials; (iii) improper or poorly located temperature sensors, resulting in delayed thermal cut-off responses; and/or (iv) deficient thermal management, as the charging port assembly lacks sufficient cooling mass or conduction paths to safely sustain high-amperage Level 2 AC charging over extended periods.

11. The Defendants represented that the Affected Class Vehicles were capable of "full charge in approximately six hours on a 48-amp charger."

12. The firmware updates issued by the Defendants, described as "software logic improvements" to the Vehicle Charge Management System ("**VCMS**"), artificially limit the maximum charging current in an attempt to prevent overheating. While these firmware updates may temporarily mitigate thermal risk, they do so by reducing the charging rate—lowering the amperage at which the battery charges—rather than correcting the underlying hardware defect in the charging port. As a result, the Affected Class Vehicles are incapable of achieving the advertised and represented charging speeds and times, depriving the Plaintiff and Class Members of the

performance promised at the time of sale and/or lease.

13. In particular, the "fixes" implemented by the Defendants in the form of a firmware updates ultimately reduced the rate of charging when overheating occurs, down to approximately 23 amps, doubling the charge time to 12 hours or more and thereby failing to meet the advertised charging times.

14. Further, despite the real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire resulting from the Charging Defect, the Defendants have failed to issue a recall.

15. At all relevant times herein to the cause of action, the Defendants knew, or ought to have known, about the Charging Defect as evidenced by: (i) the vehicle manufacturer Defendants own pre-production durability testing of the Affected Class Vehicles: (ii) Technical Safety Bulletins ("**TSBs**") issued by the Defendants in an attempt to remedy or fix the Charging Defect; and (iii) warranty claims, part sales, and consumer complaints lodged with the Defendants directly and/or American and Canadian government vehicle regulators, including the United States National Highway Traffic Safety Administration ("**NHTSA**") and Transport Canada.

16. The Defendants have exclusive knowledge of and have been in exclusive possession of facts and/or information pertaining to the Charging Defect, which were material to the Plaintiff and putative class members, who could not have reasonably known of the Charging Defect. Under the circumstances, the Defendants had an affirmative duty to disclose the Charging Defect at the point of sale and/or lease of the Affected Class Vehicles to putative class members and consumers.

17. Despite that knowledge and duty, the Defendants have repeatedly failed to disclose and actively concealed the Charging Defect from putative class members and consumers and continued to market and represent the Affected Class Vehicles as safe, reliable and durable vehicles which, as a result of the Charging Defect, they are not.

18. As a direct and proximate result of the Defendants' unfair, misleading, deceptive, and/or fraudulent business practices in failing to disclose the Charging Defect, the Plaintiff and putative class members: (i) overpaid for the Affected Class Vehicles, either through a higher purchase price and/or lease payments; (ii) overpaid for the Affected Class Vehicles as the Charging

Defect significantly diminishes the value of the Affected Class Vehicles; (iii) have Affected Class Vehicles that are unsafe, and unreliable; (iv) have Affected Class Vehicles that have significantly reduced re-sale value; (v) must expend significant money to have their Affected Class Vehicles repaired; and/or (vi) have suffered monetary loss in the form of increased energy cost.

19. The Plaintiff and putative class members have purchased and/or leased Affected Class Vehicles that they would not have otherwise purchased and/or leased, or would have paid less for, had they known of the Charging Defect at the point of sale and/or lease. The Plaintiff and putative class members have consequently suffered ascertainable losses and actual damages as a result of the Defendants' unlawful conduct.

20. In engineering, designing, developing, manufacturing, assembling, testing, marketing, distributing, supplying, leasing and/or selling the Affected Class Vehicles, the Defendants have engaged in unfair, deceptive, and/or misleading consumer practices, and further have breached their express warranties.

21. No reasonable consumer would have purchased and/or leased an Affected Class Vehicle had the Defendants made full and complete disclosure of the Charging Defect or would have paid a lesser price.

22. The Plaintiff and putative class members expected that the Defendants would disclose, and not actively conceal, material facts about the existence of any defect that will result in expensive and non-ordinary repairs. The Defendants failed to do so.

23. The Plaintiff seeks relief for all other owners and/or lessees of the Affected Class Vehicles with the Charging Defect, including, *inter alia*, recovery of damages, repair under various provincial consumer protection legislation, breach of express warranty, breach of implied warranty of merchantability and reimbursement of all expenses associated with the repair of the Affected Class Vehicles.

B. The Parties

i. Representative Plaintiff

24. The Plaintiff [redacted] has an address c/o 210-4603 Kingsway,

Burnaby, British Columbia, V5H 4M4, Canada.

25. On November 18, 2022, the Plaintiff purchased a 2023 Hyundai IONIQ 5 ("**Hyundai Ioniq**") from OpenRoad Hyundai Richmond, an authorized Hyundai dealership located in Richmond, British Columbia, for a purchase price of $64,811.11, inclusive of applicable taxes, administrative fees, and financing costs.

26. In deciding to purchase the Hyundai Ioniq, the Plaintiff considered the advantages of an electric vehicle, particularly its quick-charging capability and advanced technological features. The Plaintiff's decision was materially influenced by the brochures, advertisements, and representations made by the Defendants and their authorized representatives regarding the Hyundai Ioniq's charging performance, efficiency, and innovation.

27. Since acquiring the Hyundai Ioniq, the Plaintiff has repeatedly attended at the Hyundai dealership to address recurring issues related to the defective charging port and the Integrated Charging Control Unit, the all-in-one power management system in the Affected Class Vehicles, including the Hyundai Ioniq, that manages AC and DC charging.

28. On numerous occasions, the Plaintiff has experienced premature charging cut-offs, reduced Level 2 charging speeds, and excessive heat at the charging receptacle. Despite these symptoms, during each of the Plaintiff's visits to the authorized dealership, the Defendants and their authorized representatives failed to inform the Plaintiff that these issues were related to the Charging Defect, or that a hardware defect existed in the design and/or manufacture of the charging port. The Defendants did not proactively provide a fix or remedy, nor did they advise the Plaintiff that certain software updates, although inadequate, were available.

29. After repeatedly raising concerns regarding the symptoms of the Charging Defect, on November 11, 2025, the Hyundai dealership installed the "VCMS charging condition software logic improvement" update in the Hyundai Ioniq.

30. The Plaintiff continues to experience premature charging cut-offs, reduced Level 2 charging speeds, and excessive heat at the charging receptacle even after the VCMS update.

31. Further, the remedies and/or fixes, in particular the VCMS update, offered by the

Defendants have been temporary and inadequate, leaving the Plaintiff at real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire.

32. The Defendants failed to disclose the Charging Defect to consumers, including the Plaintiff and the putative class members, and the Plaintiff, therefore, purchased her Hyundai Ioniq on the reasonable, but mistaken, belief that it would be a safe, reliable and durable vehicle. The Plaintiff would not have purchased the Hyundai Ioniq, or would not have paid as much for it, had she known that her Hyundai Ioniq is equipped with a charging port that contains a defect in its design and/or manufacturing that causes overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire.

33. The Plaintiff has consistently maintained and used her Hyundai Ioniq in a manner consistent with reasonable expectations of vehicle ownership.

34. The Plaintiff has suffered a concrete and ascertainable loss as a direct and proximate result of the Defendants' misconduct in that Plaintiff overpaid for her Hyundai Ioniq at the time of purchase, and the value of her Hyundai Ioniq has been diminished as a result of the Charging Defect.

ii. The Defendants

35. The Defendant, HACC, is a company duly incorporated pursuant to the laws of Canada, registered within British Columbia under number A0069704, and has a registered agent, Dentons Canada LLP, at 20th Floor, 250 Howe Street, Vancouver, British Columbia, V6C 3R8, Canada.

36. The Defendant, HMC, is a company duly incorporated pursuant the to the laws of Korea and has an address for service at 12, Heolleung-ro, Seocho-gu, Seoul, South Korea.

37. The Defendant, HMA, is a company duly incorporated pursuant to the laws of the State of California, one of the United States of America, and has a registered agent, National Registered Agents, Inc., at 10550 Talbert, Avenue, Fountain Valley, California, 92708, United States of America.

38. The Defendant, HMMA, is a is a company duly incorporated pursuant to the laws of the State of Alabama, one of the United States of America, and has a registered agent, Richard E. Neal, at 700 Hyundai Boulevard, Montgomery, Alabama, 36105, United States of America.

39. The Defendant, KCI, is a company duly incorporated pursuant to the laws of Canada, registered within British Columbia under number A0085732, and has a registered agent, Dentons Canada LLP, at 20th Floor, 250 Howe Street, Vancouver, British Columbia, V6C 3R8, Canada.

40. The Defendant, KMC, is a company duly incorporated pursuant the to the laws of South Korea and has an address for service at 12, Heolleung-ro, Seocho-gu, Seoul, South Korea.

41. The Defendant, KMA, is a company duly incorporated pursuant to the laws of the State of California, one of the United States of America, and has a registered agent, C T Corporation System, at 111 Peters Canyon Road, Irvine, California, 92606, United States of America.

42. The Defendant, KGI, is a company duly incorporated pursuant to the laws of the State of Georgia, one of the United States of America, and has a registered agent, C T Corporation System, at 289 S Culver Street, Lawrenceville, Georgia, 30046-4805, United States of America.

43. At all material times to the cause of action herein, the Defendant, HACC, was, and is, a wholly owned North American subsidiary of the Defendant, HMC, which, *inter alia*, markets, advertises, distributes and/or sells Hyundai vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, in Canada, and within the Province of British Columbia.

44. At all material times to the cause of action herein, the Defendant, HMC, designs, manufactures, assembles, markets, advertises, distributes and/or sells Hyundai vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, through its related subsidiaries and/or operating units, including the Defendants, HACC, HMA and/or HMMA, independent retailers and authorized dealerships in the United States of America and Canada. The Defendant, HMC, also provides all the technical information for the purposes of designing, manufacturing, servicing and/or repairing the Affected Class Vehicles to its subsidiaries, including the Defendants, HMA, HACC and HMMA.

45. At all material times to the cause of action herein, the Defendant, HMA, was, and is, a wholly owned North American subsidiary of the Defendant, HMC, which, *inter alia*, markets, advertises, distributes and/or sells Hyundai vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, in the United States of America and/or Canada, including the Province of British Columbia.

46. At all material times to the cause of action herein, the Defendant, HMMA, was, and is, a wholly owned North American subsidiary of the Defendant, HMC, which, *inter alia*, designs, manufactures and/or assembles Hyundai vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, at an automobile plant located in the State of Alabama, United States of America, for distribution and/or sale in the United States of America and/or Canada, including the Province of British Columbia.

47. At all material times to the cause of action herein, the Defendant, HACC, was responsible for the distribution, service and/or repair of Hyundai vehicles in Canada, including, *inter alia*, the Hyundai Affected Class Vehicles.

48. At all material times to the cause of action herein, the Defendants, HACC, HMC, HMA and/or HMMA, shared the common purpose of, *inter alia*, designing, developing, manufacturing, assembling, marketing, distributing, supplying and/or selling Hyundai vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, in Canada, and within the Province of British Columbia. Further, the business and interests of the Defendants, HACC, HMC, HMA and/or HMMA, are interwoven with that of the other as to the Charging Defect in certain Affected Class Vehicles, as averred to in paragraph three herein, such that each is the agent of the other.

49. At all material times to the cause of action herein, the Defendant, KCI, was, and is, a wholly owned North American subsidiary of the Defendant, KMC, which, *inter alia*, markets, advertises, distributes and/or sells Kia vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, in Canada, and within the Province of British Columbia.

50. At all material times to the cause of action herein, the Defendant, KMC, designs,

manufactures, assembles, markets, advertises, distributes and/or sells Kia vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, through its related subsidiaries and/or operating units, including the Defendants, KCI, KMA and/or KGI, independent retailers and authorized dealerships in the United States of America and Canada. The Defendant, KMC, also provides all the technical information for the purposes of designing, manufacturing, servicing and/or repairing the Affected Class Vehicles to its subsidiaries, including the Defendants, KCI, KMA and KGI.

51. At all material times to the cause of action herein, the Defendant, KMA, was, and is, a wholly owned North American subsidiary of the Defendant, KMC, which, *inter alia*, markets, advertises, distributes and/or sells Kia vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, in the United States of America and/or Canada, including the Province of British Columbia.

52. At all material times to the cause of action herein, the Defendant, KGI, was, and is, a wholly owned North American subsidiary of the Defendant, KGI, which, *inter alia*, designs, manufactures and/or assembles Kia vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, at an automobile plant located in the State of Georgia, United States of America, for distribution and/or sale in the United States of America and/or Canada, including the Province of British Columbia.

53. At all material times to the cause of action herein, the Defendant, KCI, was responsible for the distribution, service and/or repair, of Kia vehicles in Canada, including, *inter alia*, the Kia Affected Class Vehicles.

54. At all material times to the cause of action herein, the Defendants, KCI, KMC, KMA and/or KGI, shared the common purpose of, *inter alia*, designing, developing, manufacturing, assembling, marketing, distributing, supplying and/or selling Kia vehicles, including certain Affected Class Vehicles, as averred to in paragraph two herein, equipped with a defective charging port, in Canada, and within the Province of British Columbia. Further, the business and interests of the Defendants, KCI, KMC, KMA and/or KGI, are interwoven with that of the other as to the Charging Defect in certain Affected Class Vehicles, as averred to in paragraph three herein, such that each is the agent of the other.

55. At all material times to the cause of action herein, the Defendant, HMC, together with the Defendants, HACC, HMA, HMMA, KCI, KMC, KMA and KGI, comprise the Hyundai Motor Group, which designs, manufactures, assembles, markets, distributes and/or sells the Affected Class Vehicles.

56. Hereinafter, the Defendants, HACC, HMC, HMA and HMMA, are collectively referred to as the "**Hyundai Defendant**", the Defendants, KCI, KMC, KMA and KGI, are collectively referred to as the "**Kia Defendant**", and/or further, collectively as the "**Defendants**", unless referred to individually or otherwise.

57. At all material times to the cause of action herein, the Defendants shared the common purpose of, *inter alia*, engineering, designing, developing, manufacturing, assembling, marketing, distributing, supplying, leasing and/or selling the Affected Class Vehicles with the Charging Defect, averred to herein, in Canada. Further, the business and interests of the Defendants are inextricably interwoven with that of the other such that each is the agent or alter ego of the other.

C. The Class

58. This action is brought on behalf of members of a class consisting of the Plaintiff, and all other persons and legal entities resident in Canada, who own, owned, lease and/or leased any one or more of the Affected Class Vehicles ("**Class**" or "**Class Members**"), excluding employees, officers, directors, agents of the Defendants and their family members, class counsel, presiding judges and any person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of this proceeding, or such other class definition or class period as the Court may ultimately decide on the application for certification.

D. Factual Allegations

i. The Defendants' EV technology

59. The Defendants are pioneers in automotive manufacturing and engage in extensive research and development of their vehicle manufacturing processes, and the technology and materials used to produce innovative and environmentally friendly vehicles. One such initiative has been the Defendants' development of their EVs, which began in 1991 with the Hyundai Sonata.

60. In 2016, the Hyundai Defendant introduced the IONIQ, its first dedicated eco-friendly model, offering three types of electric vehicles: hybrid, plug-in hybrid, and battery electric vehicles.

61. In 2018, the Hyundai Defendant introduced the long-range KONA Electric, marking a significant milestone in the development and promotion of its electric vehicle technology. The pivotal moment arrived in 2021 with the launch of the IONIQ brand, dedicated exclusively for electric vehicles, ushering in a new era for the Defendants' EVs.

62. IONIQ stands as the Hyundai Defendant's dedicated electric vehicle brand, building upon the legacy of the original IONIQ known for its future-forward and clean mobility technology. The word IONIQ combines 'Ion,' signifying energy generated through electricity, and 'Unique,' highlighting the Hyundai Defendant's distinctive approach.

63. With the IONIQ brand, the Defendants have represented that they are committed to enhancing the electric experience, not just by focusing on electric vehicle technology but also by delivering innovative mobility experiences to customers.

64. The IONIQ lineup includes the midsize CUV IONIQ 5, introduced in 2021, followed by the IONIQ 6 in 2022.

65. One of the most revolutionary aspects of the IONIQ lineup is the Defendants' proprietary Electric Global Modular Platform (**E-GMP**). This platform stands out due to its modular and standardized design, allowing for versatile configurations across different vehicle types. The E-GMP features a smart low-mounted battery placement in the central underbody, ensuring stable driving performance and improved collision safety, regardless of the vehicle model.

66. All Affected Class Vehicles are based on the E-GMP platform and utilize the CCS, which enables Level 1 and Level 2 AC and Level 3 DC charging, depending on the source of power supply used.

67. In particular, the Affected Class Vehicles, like all EVs, utilize three levels of charging distinguished by voltage, current type, and method of energy transfer, as follows:

(a) Level 1 and Level 2 charging employ AC, supplied through the J1772 connector, whereby the vehicle's onboard charger converts AC to DC to store in the high-voltage battery. **Level 1** charging uses standard household current (120V) and provides minimal charging speed, while **Level 2** charging uses 240V current and delivers substantially higher amperage for faster charging, typically through home or public charging stations.

(b) **Level 3**, or DC fast charging, supplies high-voltage DC directly to the battery through a CCS connector, bypassing the onboard charger altogether.

68. As averred to herein, the Charging Defect manifests specifically during Level 2 AC charging, where elevated current levels result in excessive heat generation at the J1772/CCS port assembly, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire.

ii. The Charging Defect

69. A battery's charging time depends on three variables: its capacity (measured in kilowatt hours), the amount of current being supplied to it (measured in amperes, or "**amps**"), and the voltage of the circuit (measured in volts). Holding battery capacity and voltage constant, the greater the current (i.e., the more amps), the shorter the charging time.

70. The Affected Class Vehicles can recharge their batteries at a variety of currents at home, ranging from 6 to 48 amps. A 240V Level 2 AC charger charging at 48 amps should result in a fully charged vehicle in about seven hours. Under normal and advertised operating conditions, 240V Level 2 AC charging at 48 amps should result in a fully charged battery in approximately seven hours. The Defendants expressly advertised and represented that the Affected Class Vehicles are capable of charging at up to 48 amps on Level 2 AC charging.

71. The Affected Class Vehicles contain a defect in the design and/or manufacture of the charging port that causes excessive heat generation during Level 2 AC charging, particularly when charging at higher amperages. When the port reaches a specified temperature threshold, the vehicle's control system terminates the charging session as a safety measure but fails to automatically resume charging once the temperature subsides.

72. In particular, the Charging Defect arises from the following design and manufacturing deficiencies: (i) inadequate electrical contact design, including improper manufacturing tolerances, resulting in excessive resistance and heat generation under normal operating current; (ii) insufficient heat dissipation between the high-current pins and surrounding insulating materials; (iii) improper or poorly located temperature sensors, resulting in delayed thermal cut-off responses; and/or (iv) deficient thermal management, as the port assembly lacks sufficient cooling mass or conduction paths to safely sustain high-amperage Level 2 AC charging over the advertised period of time.

73. Despite the Defendants' representations regarding the charging capabilities of the Affected Class Vehicles, numerous owners have reported that charging sessions routinely fail when conducted at or near 48 amps, the expected Level 2 charging current. To avoid premature charge termination and the excessive heat buildup that occurs at these current levels, owners and/or lessees are compelled to manually reduce the charging current (e.g., from 48 amps to 40 amps) in an effort to prevent overheating and minimize the risk of electrical damage or fire.

74. Notwithstanding these adjustments, the Affected Class Vehicles continue to experience charging interruptions even at reduced amperage, with some owners reporting failures at levels as low as 28 amps. In cases where the vehicles are able to complete charging cycles at lower amperage settings, the total charging duration is substantially prolonged, contrary to the Defendants' advertised representations of fast and efficient charging performance.

75. Consumer complaints consistently demonstrate that the charging failure occurs more frequently when outside temperatures are higher and frequently occurs within 30 to 60 minutes of initiating a charging session that is designed to last hours.

76. This failure leaves Affected Class Vehicle owners and/or lessees to either constantly monitor charging sessions and manually ensure they complete by repeatedly restarting the charging session after each failure, or else contend with unexpectedly empty batteries when they return to their Affected Class Vehicles, expecting them to be fully charged.

77. The observed overheating is itself evidence of wasted energy, as heat is simply the flow of thermal energy. A hot charging port indicates that energy being pumped into the Affected Class

Vehicles is not charging the battery and instead is dissipating as heat. Affected Class Vehicle owners and/or lessees pay for this wasted energy via higher utility bills.

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

79. Moreover, the residual heat energy absorbed and retained by the defective charging port, without adequate dissipation, creates a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire, particularly during prolonged or unattended charging sessions.

iii. The Defendants' knowledge and concealment of the Charging Defect

80. At all relevant times herein to the cause of action, the Defendants knew, or ought to have known, about the Charging Defect as evidenced by: (i) the vehicle manufacturer Defendants own pre-sale durability testing of the Affected Class Vehicles: (ii) TSBs issued by the Defendants in an attempt to remedy or fix the Charging Defect; and (iii) warranty claims, part sales, and consumer complaints lodged with the Defendants directly, and/or American and Canadian government vehicle regulators, including NHTSA and Transport Canada..

a) The Defendants' pre-production internal testing and compliance standards

Pre-production testing

81. Like all automobile manufacturers, the vehicle manufacturer Defendants employ extensive and robust pre-production testing that revealed, or ought to have revealed, the Charging Defect to them. In particular, the vehicle manufacturer Defendants have set up numerous "proving grounds" all across the globe, where their vehicles are subjected to extreme real-world testing.

82. For vehicles manufactured in North America, the vehicle manufacturer Defendants utilize the proving grounds located in California City, California, known as the Mojave Proving Ground. Established in 2005, this 4,300-acre facility serves as a crucial test site for next-generation

Hyundai-, Genesis- and Kia-brand vehicles, featuring a variety of specialized testing areas to evaluate vehicle performance, durability, and safety under diverse North American road conditions.

83. For vehicles manufactured in South Korea, the Defendants' vehicles are subjected to testing at the Seosan Proving Ground. This facility spans over 250 acres and includes 14 state-of-the-art test tracks. In addition, this facility includes the first 5G-enabled autonomous driving and radar test track in South Korea, a long tunnel test track, circular/climbing/low-friction roads, and multiple specialized test buildings for battery, environmental, durability, and performance testing.

84. The vehicle manufacturer Defendants also have three winter testing facilities located in Sweden, China and New Zealand, to test their vehicles is sub-zero weather conditions. All three facilities include icy road anti-lock braking system test tracks, circular and asymmetric configurations, with conditions that drop to -40°C

85. With the introduction of the E-GMP and given the differences between EVs and those powered by internal combustion engines, the vehicle manufacturer Defendants have incorporated specific methods and tests for EVs. EVs are heavier, and their batteries, drive motors, and related components generate significant heat that must be effectively managed. In addition, the electrical systems within EVs are subject to electrical surges and fluctuations during operation. These factors make it necessary to test EVs more rigorously and comprehensively, particularly given the relative infancy of this technology compared to internal combustion engines.

86. The vehicle manufacturer Defendants actively utilize their Mojave Proving Ground to test thermal management performance of their EVs in extreme conditions. EV thermal management and cooling performance tests are conducted intensively on days with temperatures above 45°C and solar radiation exceeding 1,000W per square meter.

87. Further, in the era of EVs, the vehicle manufacturer Defendants have intensified their thermal management and cooling performance testing in order to improve cooling efficiency and optimize thermal management systems. These measures are intended to prevent excessive heat generation in the motor or battery systems under harsh driving conditions, including trailer towing, uphill driving, high-speed operation, and winding roads.

88. Efforts to improve performance continue outside of the Mojave Proving Ground. The vehicle manufacturer Defendants use the entire continental United States as a testing ground for their vehicles. For example, in 2024, research engineers at Mojave Proving Ground spent nearly 10 weeks optimizing the battery safety and thermal energy management of EVs in a variety of environments in the United States, including Death Valley, Minnesota, and Oregon.

89. The vehicle manufacturer Defendants' performance testing of their EVs also includes testing them on an "oval". This is a 10.3-km-long, oval, three-lane track that simulates a typical North American highway. It is the largest test track at the Mojave Proving Ground and can conduct tests driving at 200 km/h.

90. All new vehicles manufactured by the Defendants in North America undergo a rigorous endurance test on an oval track. Over approximately three months, each vehicle is driven at high speeds to evaluate aging. During this process, drivetrain performance, wind noise, and other systems are also assessed. Each vehicle is tested for 48,000 km and must complete more than 4,000 laps without incident in order to pass.

91. The oval is so demanding that driving just 16,000 km on it is equivalent to driving 160,000 km on regular roads. In particular, the twisting track surface is harsher than what is typically encountered in the real world, placing significant stress on both the battery and overall vehicle durability. The vehicle manufacturer Defendants conduct approximately 500 test drives on this track to ensure extreme durability.

92. Further, the Hyundai Defendant's Safety and Investigation Laboratory (**STIL**), located in Superior Township, Michigan is a state-of-the-art safety test and inspection lab, developed in partnership with the NHTSA, houses a field crash investigation lab, a high-voltage battery lab, a forensics lab, a 400-meter track, and a vehicle dynamics area for testing various safety and performance aspects of their vehicles. The STIL aims to identify and replicate real-world field issues, conduct extensive safety testing, and improve vehicle and passenger safety.

The Defendants' Compliance Standards for third party suppliers

93. In addition to rigorous pre-production testing at their proving grounds, the vehicle manufacturer Defendants impose strict compliance requirements on their third-party component

and parts suppliers, which must be satisfied before the components and parts from these suppliers can be used in the Defendants' vehicles.

94. In particular, like most automobile manufacturers, the vehicle manufacturer Defendants require their electronic parts suppliers to comply with certain setups, limits and acceptance criteria to their vehicle architectures and safety strategies. This is especially important for EVs, which have a plethora of sensitive electrical components that can potentially interfere with the other. Any undesirable interference, such as the voltage stress discussed herein, can cause the various components to malfunction, thereby affecting the overall safety and usability of a vehicle.

95. The vehicle manufacturer Defendants are ultimately responsible for the safety, durability, and compatibility of all electrical components used within their vehicles and, to that end, maintain their own automotive component electromagnetic compatibility (EMC) and electrical testing standard, referred to as ES 96200-00.

96. ES 96200-00 is a key standard establishing strict requirements for automotive electronics to ensure reliable electrical testing and system performance. It governs both emission and immunity testing, defining essential criteria for component and system-level validation across all vehicles manufactured by the Defendants.

97. The vehicle manufacturer Defendants EMC and electrical testing is crucial to ensure vehicle electronics operate safely and reliably amid electromagnetic disturbances. As vehicle technology advances, strict EMC and electrical testing requirements and test procedures prevent malfunctions, safety risks, and regulatory issues. The vehicle manufacturer Defendants have established the ES 96200-00 emission and immunity tests to help identify vulnerabilities early, reducing recalls and field failures.

98. ES 96200-00 is a vital standard governing automotive component EMC and electrical validation, as well as supplier compliance with the vehicle manufacturer Defendants specifications. It extends to EV EMC and electrical testing, automotive electronics reliability assessments, Original Equipment Manufacturer EMC requirements, system integration, and laboratory certification services.

99. Given these extensive testing standards, and in particular the vehicle manufacturer Defendants' own compliance requirements under ES 96200-00, the Defendants knew or ought to have known of the Charging Defect, including that the charging ports were prone to overheating to unsafe and dangerous temperatures during ordinary Level 2 charging conditions. Despite this knowledge, the Defendants failed to disclose and actively concealed the Charging Defect.

b) TSBs

100. As early as January 2023, the Defendants made attempts to remedy the Charging Defect. They introduced at least nine TSBs that addressed the Charging Defect. The Defendants attempted to indirectly remedy the Charging Defect and then were forced to introduce fixes that have proven to be inadequate.

101. Between February 2023 and July 2024, the Defendants commenced issuing VCMS and Vehicle Control Unit ("**VCU**") software improvements to address interrupted AC charging and charge-port thermal events. These include, *inter alia*:

No.	TSB (Date of Issuance)	Models	Description
1.	ELE-283 (January 2023)	2022 – 2023 EV6	VCMS BATTERY CHARGING LOGIC IMPROVEMENT This bulletin provides the procedure to update the software logic of the Vehicle Charging Management System (VCMS) system on some 2022-2023MY EV6 vehicles produced from November 17, 2021 through December 20, 2022, which might experience inoperable High Voltage Battery (HVB) charging issues due to excessive high temperatures at the combo charger inlet module assembly. Follow the procedure outlined in this publication to apply the improved logic to the 'VCMS' system using the KDS ECU Upgrade function as described in this bulletin. For confirmation that the latest reflash has been applied to a vehicle you are working on, verify the ROM ID using the table on page 3 of this bulletin.
2.	23-17-004 (February 2023)	Ioniq 5 (NE)	IONIQ 5 (NE) VCMS CHARGING LOGIC IMPROVEMENT Poor contact between Electric Vehicle Supply

No.	TSB (Date of Issuance)	Models	Description
			Equipment (EVSE) and the vehicle charging port may cause the port to overheat. Poor contact may be caused due to debris or contamination in the EVSE/charging port, excessive wear on the charger contacts, or the use of EVSE that do not meet SAE specifications or tolerances. When an overheating condition is detected, the vehicle will terminate the charging session. This bulletin provides instructions to update the Vehicle Charging Management System (VCMS) to mitigate this condition. The VCMS is designed to monitor the charging port temperature and terminate the charging session if it detects that the charge port is overheating. The logic improvement in this VCMS update will downrate the charging current if an overheat condition is detected to regulate the temperature of the charging port and ensure continuous charging. If vehicles still experience intermittent charging failure after this update, inspect the customer's EVSE and charging port.
3.	23-EV-003H (March 2023)	Ioniq 5 Electric (NE1)	<u>VEHICLE CHARGE MANAGEMENT SYSTEM (VCMS) UPDATE</u> If you are servicing a vehicle with either of the following conditions perform the procedure in this Bulletin to update VCMS software. • Intermittently stops charging before charging completes. • EV Light On with DTC P1BAD "Charger Coupler Temperature Too High"
4.	ELE-295 (May 2023)	2023 EV6 (CV GT)	<u>VCMS BATTERY CHARGING LOGIC IMPROVEMENT</u> This bulletin provides the procedure to update the software logic of the Vehicle Charging Management System (VCMS) system on some 2023MY EV6 GT (CV GT) vehicles produced from June 21, 2022 through March 28, 2023, which might experience inoperable High Voltage Battery (HVB) charging issues due to excessive high temperatures at the combo charger inlet module assembly. Follow the procedure outlined in this publication to apply the improved logic

No.	TSB (Date of Issuance)	Models	Description
			to the 'VCMS' system using the KDS ECU Upgrade function as described in this bulletin. For confirmation that the latest reflash has been applied to a vehicle you are working on, verify the ROM ID using the table on page 3 of this bulletin.
5.	23-01-039H (June 2023)	Ioniq 5 Electric (NE1)	VCU UPDATE AND OWNER'S MANUAL SUPPLEMENT (CAMAPIGN TAF) This bulletin applies the following continuous improvements from a Vehicle Control Unit (VCU) Software Update. An "Owner's Manual Supplement" leaflet is to be provided to 2022MY vehicle customers to explain the change it makes to the Electronic Parking Brake (EPB) system. (NOTE: 2023MY vehicle Owner's Manual already contains the EPB supplement content). • Enhance i-Pedal mode operation. • EPB (Electronic Parking Brake) auto engagement when shift into Park/auto disengagement shift out of Park when shifting to D or R while brake pedal is engaged. • DTE (Distance to Empty) strategy. • now road surface performance. • Air conditioning performance during AC slow charging. • Enhance charging sequence.
6.	23-EV-006H (August 2023)	Ioniq 5 (NE1) Ioniq 6 (CE1)	INSPECTION/REPLACEMENT OF EV CHARGING PORT INSULATION CAP This bulletin provides service information on how to inspect the charging port and if needed, replace any missing/damaged insulation cap(s) at the charging port on certain 2022-2023MY Ioniq 5 (NE1) and 2023MY (CE1). The charging insulation caps are important to ensure proper charger connector orientation and fit to the vehicle charge port.
7.	23-01-067H (August 2023)	Ioniq 5 Electric (NE1)	VCU UPDATE#2 AND OWNER'S MANUAL SUPPLEMENT (CAMPAIGN 9A1) This updated Vehicle Control Unit (VCU) software package includes the following:

No.	TSB (Date of Issuance)	Models	Description
			• Brake light logic update for regenerative braking. • Enhance i-Pedal mode operation. • EPB (Electronic Parking Brake) auto engagement when shift into Park/auto disengagement shift out of Park when shifting to D or R while brake pedal is engaged. • DTE (Distance to Empty) strategy. • Snow road surface performance. • Air conditioning performance during AC slow charging.
8.	SC311 (June 2024)	2022 – 2023 EV6	VCMS SOFTWARE LOGIC IMPROVEMENT (SC311) This bulletin provides information to upgrade the software on the Vehicle Charge Management System (VCMS) in certain 2022-2024MY EV6, EV6 GT (CV) vehicles produced from November 17, 2021 through December 27, 2023. While charging using a 240-V AC ("Level 2") charger, the subject vehicles may experience an interrupted charging session or a lower charging speed due to a degraded electrical connection from exposure to a damaged charging cable connector. Dealers are to update the VCMS ECU with improved software to improve charging speeds and reduce interrupted charging sessions. For confirmation that the latest reflash has been applied to a vehicle you are working on, verify the ROM ID using the table on page 3 of this bulletin.
9.	24-01-051H (July 2024)	Ioniq 5 (NE1) Ioniq 6 (CE1)	VCMS SOFTWARE UPDATE – CHARGING LOGIC (SERVICE CAMPAIGN 9B5) Certain 2022-2024MY IONIQ 5 (NE1) and 2023-2024MY IONIQ 6 (CE1) vehicles may exhibit a condition while charging with a 240V AC (Level 2) charger where the vehicle experiences an interrupted charging session or a lower charging speed. This occurs to prevent potential damage to the charging cable connection. Follow the procedure in this TSB to update the software logic for the Vehicle Charging Management System (VCMS), which initiates a self-restart that allows the vehicle charging to return to full capacity once stabilized.

c) Customer complaints as to the Charging Defect

102. The Defendants also knew, or ought to have known, about the Charging Defect as numerous consumer complaints regarding the Charging Defect were made directly to the Defendants, or on online sources monitored by the Defendants. The large number of complaints, and the consistency of their descriptions of the Charging Defect alerted, or ought to have alerted, the Defendants of the Charging Defect. Significantly, many such complaints were recorded as early as 2023, shortly after the Affected Class Vehicles were first made available for sale and/or lease.

iv. The Defendants' proposed remedy for the Charging Defect is inadequate to eliminate the real, substantial and imminent risk of harm, and deprives the Class Members of the benefit of the bargain

103. The TSBs issued by the Defendants confirm that they identified and acknowledged the underlying hardware deficiencies within the charging port assemblies that caused overheating during Level 2 AC charging. Rather than implementing a hardware repair or replacement of the defective charging port, the Defendants issued a series of software-based measures—characterized as "charging sequence enhancements" or "software logic improvements"—that merely mitigated symptoms without addressing the root cause of the defect. These measures are inconsequential and served primarily to obscure, rather than correct, the underlying hardware defect.

104. Despite this knowledge, the Defendants compelled the Plaintiff and Class Members to rely on these temporary firmware "fixes," which materially reduced charging performance and efficiency below advertised specifications. As a result, the Affected Class Vehicles continue to suffer from latent overheating risks, and consumers remain exposed to the same underlying safety hazard while depriving them of the charging capabilities they were promised and paid for.

105. In particular, in an attempt to circumvent the significant dangers arising from the Charging Defect, the Defendants implemented an improper and cost-saving remedial measure in the form of firmware updates. This measure, rather than addressing or correcting the underlying defect, has the adverse effect of either impairing the charging process altogether or materially reducing charging speeds below those represented and advertised by the Defendants.

106. As evidenced by TSBs issued beginning as early as **February 2023**, the Defendants

introduced at least two distinct firmware versions addressing the charging system. The first version modified the VCMS logic to automatically and prematurely terminate charging sessions once the charging port temperature reached a predetermined threshold.

107. Recognizing the high propensity of the Affected Class Vehicles to reach this temperature threshold due to the Charging Defect, the Defendants subsequently released a second firmware update. This version altered the charging logic such that, instead of immediately terminating charging, it reduced the charging current to a lower amperage once the threshold was reached. While this avoided total shutdowns, it significantly prolonged charging times and undermined the Defendants' representations of fast, efficient charging performance.

108. The inadequacy of these software-based remedial measures is further exacerbated by ambient temperature effects, as higher environmental temperatures accelerate the rate of overheating. Consequently, Affected Class Vehicles operated or stored in warmer climates or enclosed areas are even more susceptible to charging throttling, prolonged charge times, and degraded performance, underscoring the continuing nature of the underlying hardware defect.

v. The Defendants' representations regarding the safety, reliability and durability of the Affected Class Vehicles

109. As noted above, all Affected Class Vehicles share the Defendants' proprietary E-GMP platform, whose innovative features and design the Defendants have openly and publicly promoted in press kits issued for each vehicle. The Defendants have further emphasized the safety, reliability and durability of this platform.

110. Specifically, the Defendants have made widespread and uniform representations emphasizing the superiority of their EVs over traditional internal combustion engine vehicles. In addition, the Defendants have published and disseminated comparative materials, including marketing brochures, digital advertisements, and specification charts, contrasting their EVs with competing brands such as Tesla and Volvo, highlighting purported advantages in performance, efficiency, and charging speed.

111. On its website the Defendant, HACC, specifically represents the following regarding its Hyundai- brand electric vehicle line up:

Why buy an Electric Hyundai Vehicle?

Hyundai is leading the charge in electric vehicles (EVs) with a range of innovative and award-winning models, including the KONA Electric, IONIQ 5, and IONIQ 6. These industry leaders have garnered global recognition, with the IONIQ 5 and IONIQ 6 taking home World Car of the Year and World Car Design of the Year, respectively.

The capabilities of an infrastructure that supports Hyundai fully electrified vehicles mean they aren't just for early adopters any more. With range life at an all-time high, and charging times shorter than ever, Hyundai EVs are designed to fit your driving needs. With an all-electric range of over 400+ kilometres, you can enjoy longer trips without worrying about running out of power. Choose from flexible battery size and drivetrain options (FWD/RWD/AWD), allowing you to customize your vehicle to fit your needs.

The IONIQ 5 and IONIQ 6 also feature V2L two-way-on-board charger capability, allowing you to use your car as a power source for appliances and devices. Plus, our EV dedicated e-GMP platform ensures the most efficient packaging of the electric motor, battery, and power electric system within the chassis, giving you a smooth and efficient ride. Experience the future of driving with Hyundai's electric vehicles.

112. In relation to the charging times, the Defendant, HACC, represents:

A Level 1 charger (1.4 kW) which is the standard household outlet, takes approximately 48 hours for a full charge. A Level 2 charger (7.2 kW) can provide a full charge in between 7 to 10 hours. Level 3 (minimum 50 kW) chargers can provide up to 80% charge in between 1 to 2 hours. Charging times are estimates based on manufacturer's testing, charging output, and vary by model depending on current state of charge. Please consult your Owner's manual for more information on charging. Models using the e-GMP platform (IONIQ 5&6), have the ability to charge from 10-80% in 18 minutes using a Level 3 charger with 350 kW.

113. The Defendants make similar representations regarding the Genesis- and Kia-brand Affected Class Vehicles.

vi. The Charing Defect poses a real, substantial and imminent risk of harm and renders the Affected Class Vehicles *per se* defective

114. In Canada, motor vehicle safety standards are governed by the *Motor Vehicle Safety Act,* S.C. 1993, c.16 ("***MVSA***") and the *Motor Vehicle Safety Regulations*, C.R.C., c. 1038

("***Regulations***"). The Minister of Transport has the power and authority to verify that companies and persons comply with the *MVSA, Regulations* and vehicle safety standards. Transport Canada is delegated the authority to oversee the *MVSA* and *Regulations*. In the United States, the NHTSA oversees, *inter alia*, vehicle safety standards, such as the *Federal Motor Vehicle Safety Standard* ("***FMVSS***"). Increasingly, the general approach to setting vehicle safety standards in Canada is to harmonize or analogize them with the *FMVSS* in the United States as much as possible. As such, vehicles designed or manufactured in the United States that comply with *FMVSS* may be imported and sold in Canada pursuant to the requirements of the *MVSA* and *Regulations.*

115. Vehicle manufacturers are required to file a report with Transport Canada and NHTSA within five days of identifying any safety related defects in their vehicles pursuant to the *MVSA* and *FMVSS*. The initial report is required to identify all vehicles potentially containing the defect and include a description of the manufacturer's basis for its determination of the recall population and a description of how the vehicles or items of equipment to be recalled differ from similar vehicles or items of equipment that the manufacturer has not included in the recall. Additionally, the report must contain a "description of the defect" and identify and describe the risk to motor vehicle safety reasonably related to the defect.

116. The purpose of these government regulations is to facilitate the notification of owners of defective and noncomplying motor vehicles, and the remedy of such defects and noncompliance, by equitably apportioning the responsibility for safety-related defects and noncompliance with *MVSA* and *FMVSS* among vehicle manufacturers.

117. The Defendants have failed and/or neglected to comply with their mandatory obligations under the *MVSA* and *Regulations* to issue a proper safety recall, to effectively notify owners and lessees of the Charging Defect, and to implement an adequate and permanent remedy. As a result of this failure, Class Members continue to operate and charge vehicles that remain defective and unsafe, posing a real, substantial, and imminent risk of overheating, fire, injury, or death, particularly when the vehicles are connected for home charging as part of normal use.

vii. The warranties provided by the Defendants

118. The Defendants provide warranties directly to the Plaintiff and Class Members for the Affected Class Vehicles.

119. The Hyundai Defendant provides warranties for the Hyundai-brand Affected Class Vehicles that cover repairs including parts and labor, to correct any defect in materials or workmanship.

120. The Hyundai Defendant provides "New Vehicle" Limited Warranty coverage for 60 months or 100,000 kms, whichever occurs first, for the Affected Class Vehicles. The scope of this coverage is specifically provided for by the Hyundai Defendant, as follows:

> **WHAT IS COVERED**
>
> Any original component that is found to be defective in material or workmanship under normal use and maintenance, except components specifically covered under any other section of the HYUNDAI AUTO CANADA Corp. Warranty.

121. The Hyundai Defendant also provides the "EV System" warranty coverage for its EVs for 96 months or 160,000 kms, whichever occurs first. The scope of this coverage is specifically provided for by the Hyundai Defendant, as follows:

> **WHAT IS COVERED**
>
> The following original EV system components which are found to be defective in material and/or workmanship under normal use and maintenance will be covered during the "Warranty Period" described above:
>
> Motor, Inverter unit, VCM, Reduction gear, DC/DC converter, Onboard charger, Onboard charger connector, Trickle charge cable, In Cable Control Box, High Voltage Battery.

122. The Hyundai Defendant and Kia Defendant provide warranty coverage on identical or substantially similar terms for the Genesis- and Kia-brand Affected Class Vehicles.

123. The warranty terms became part of the basis of the bargain when the Plaintiff and Class Members purchased and/or leased their Affected Class Vehicles.

viii. Agency relationship between Defendants and their authorized dealerships as to the Affected Class Vehicles

124. The Defendants have expressly or impliedly acknowledged that Hyundai-, Genesis- and Kia-authorized dealerships (collectively, the "**Dealerships**") are their sales agents. The

Dealerships have accepted that undertaking, and the Defendants exercise the ability to control the Dealerships, thereby establishing a principal–agent relationship, as further detailed below:

(a) The Defendants can terminate the relationship with the Dealerships at will;

(b) The relationships are indefinite;

(c) The Defendants are in the business of selling vehicles as are the Dealerships;

(d) The Defendants provide tools and resources for the Dealerships to sell vehicles;

(e) The Defendants supervise the Dealerships regularly;

(f) Without the Defendants the Dealerships would not exist;

(g) The Defendants as the principal require the following of the Dealerships:

(i) reporting of sales;

(ii) computer network connection with the Defendants;

(iii) training of their sales and technical personnel;

(iv) use of the Defendants-supplied computer software;

(v) participation in the Defendants' training programs;

(vi) establishment and maintenance of service departments in the Dealerships;

(vii) certification of the Defendants' pre-owned vehicles;

(viii) reporting to the Defendants with respect to vehicle delivery and sales, including, but not limited to: the names, addresses, preferred titles, telephone numbers (primary and business), and e-mail addresses of owners and/or lessees; vehicle identification numbers; delivery dates; type of sale; lease or finance terms; applicable factory incentive coding; odometer readings at delivery;

extended service contract sale designations, if any; and the names of the dealership employees involved in the delivery; and

(ix) displaying the Defendants' logos on signs, literature, products, and brochures within the vehicle showroom.

(h) Dealerships bind the Defendants with respect to:

(i) warranty repairs on the vehicles the dealers sell; and

(ii) issuing service contracts administered by the Defendants.

(i) The Defendants further exercise control over the Dealerships with respect to:

(i) financial incentives given to their employees;

(ii) locations of the Dealerships;

(iii) testing and certification of their personnel and technicians to ensure compliance with the Defendants' policies and procedures; and

(iv) customer satisfaction surveys, pursuant to which the Defendants allocate the number of their cars to the Dealerships, thereby directly controlling their profits.

(j) The Dealerships sell the Defendants' vehicles on the Defendants behalf, pursuant to a "floor plan," and the Defendants do not receive payment for their vehicles until the Dealerships sell them.

(k) Dealerships bear the Defendant brand names, use their logos in advertising and on warranty repair orders, post Hyundai/Genesis and Kia brand signs for the public to see, and enjoy a franchise to sell the Defendants products, including the Affected Class Vehicles.

(l) The Defendants require the Dealerships to follow the rules and policies of the Defendants in conducting all aspects of dealer business, including the delivery of the Defendants' warranties, and the servicing of defective vehicles such as the Affected Class Vehicles.

(m) The Defendants require the Dealerships to post the Defendants' brand names, logos, and signs at dealer locations, including dealer service departments, and to identify themselves and to the public as authorized Hyundai/Genesis and Kia dealers and servicing outlets for the Defendants' vehicles.

(n) The Defendants require their dealers to use service and repair forms containing its brand names and logos.

(o) The Defendants require the Dealerships to perform the Defendants' warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by the Defendants.

(p) The Defendants require the Dealerships to use parts and tools either provided by the Defendants or approved by Defendants and to inform the Defendants when dealers discover that unauthorized parts have been installed on one of the Defendants' vehicles.

(q) The Defendants require the Dealerships' service and repair employees to be trained by the Defendants in the methods of repair of the Defendants' vehicles.

(r) The Defendants audit the Dealerships' sales and service departments and directly contact customers of the Dealerships to assess their level of satisfaction with sales and repair services. Based on these assessments, the Defendants provide financial incentives or impose reprimands on the Dealerships.

(s) The Defendants require the Dealerships to provide them with monthly statements and records pertaining, in part, the sales and servicing of the Defendants' vehicles.

(t) The Defendants provides technical service bulletins and messages to the Dealerships detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects.

(u) The Defendants provide the Dealerships with specially trained service and repair consultants with whom the Dealerships' personnel are required to consult when

they are unable to correct a vehicle defect on their own.

(v) The Defendants require Hyundai-, Genesis- and Kia-brand vehicle owners to go to the Dealerships to obtain servicing under the Defendants' warranties.

(w) The Dealerships are required to notify the Defendants whenever a car is sold or put into warranty service.

Part 2: RELIEF SOUGHT

1. The Plaintiff, on her own behalf and on behalf of Class Members, claims against the Defendants, jointly and severally, as follows:

(a) an Order certifying this action as a class proceeding and appointing the Plaintiff as the named representative;

(b) a declaration that the Defendants were negligent in the design and/or manufacture of the Affected Class Vehicles equipped with the defective charging port causing the Plaintiff and Class Members to suffer damages;

(c) a declaration that the Defendants:

(i) breached their duty of care to the Plaintiff and Class Members, and are consequently liable to the Plaintiff and Class Members for damages;

(ii) breached implied warranties or conditions of merchantability as to the Affected Class Vehicles and are consequently liable to the Plaintiff and Class Members for damages pursuant to sections 18(a), (b) and 56 of the *Sale of Goods Act*, R.S.B.C. 1996, c. 410 (***"SGA"***); sections 16(2), (4) and 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1), (2) and 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a), (b) and 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; sections 15(1), (2) and 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; sections 16(a),(c) and 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; sections 17(a), (b) and 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; sections 20(a), (b) and 67 of the *Sale of Goods* Act,

R.S.N.B. 2016, c. 110; sections 16(a), (b) and 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; sections 15(a), (b) and 50 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; sections 18(a),(b) and 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; and sections 18(a), (b) and 60 of *the Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726 to 1730 of the *Civil Code of Québec,* C.Q.L.R., c. C.C.Q.-1991 (collectively, the "***Provincial Sale of Goods Acts***," unless otherwise referred to individually);

(iii) breached articles 37, 38, 40, 41, 53, 54 of the *Consumer Protection Act*, C.Q.L.R. c P-40.1;

(iv) breached the duty to act in good faith and with honesty in representations and in the performance of obligations, pursuant to articles 6, 7, and 1375 of the *Civil Code of Québec*, C.Q.L.R., c C.C.Q.-1991; and

(v) engaged in unfair practices contrary to sections 4 and 5 of the *Business Practices and Consumer Protection Act*, S.B.C. 2004 ("***BPCPA***"); sections 5 and 6 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; sections 6 and 7 of *The Consumer Protection and Business Practices Act,* S.S., 2013, c C-30.2; sections 2 and 3 of *The Business Practices Act*, C.C.S.M. c B120; sections 14(1) and (2) of the *Consumer Protection Act,* 2002, S.O. 2002, c 30, Sch A; section 10 of the *Consumer Protection Act*, S.N.B. 2024, c 1; section 2 of *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; articles 215, 219, and 228 of the *Consumer Protection Act*, C.Q.L.R. c. P-40.1, (collectively, the "***Parallel Consumer Protection Legislation***," unless otherwise referred to individually), and are consequently liable to the Plaintiff and Class Members for damages;

(d) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*, and the *Parallel Consumer Protection Legislation*, and waiving any such applicable notice provisions;

(e) an Order for the statutory remedies available under the *BPCPA,* and the *Parallel Consumer Protection Legislation*, including damages, cancellation and/or rescission of

the purchase of the Affected Class Vehicles;

(f) an Order directing the Defendants to advertise any adverse findings against it pursuant to section 172(3)(c) of the *BPCPA*; section 19 of the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; section 93(1)(f) of *The Consumer Protection and Business Practices Act,* S.S., 2013, c C-30.2; section 23(2)(f) of *The Business Practices Act*, C.C.S.M. c B120; section 18(11) of the *Consumer Protection Act,* 2002, S.O. 2002, c 30, Sch A; section 15 of the *Consumer Product Warranty and Liability Act*, S.N.B. 1978, c C-18.1; *Consumer Protection Act*, SNB 2024, c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; section 7 of *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31.1; and *Consumer Protection Act*, C.Q.L.R. c. P-40.1;

(g) a declaration that the Defendants breached sections 36 and/or 52 of the *Competition Act,* R.S.C 1985, c. C-34 ("***Competition Act***") and are consequently liable to the Plaintiff and Class Members for damages;

(h) an Order enjoining the Defendants from continuing their unlawful and unfair business practices as alleged herein;

(i) a declaration that the Defendants fraudulently concealed the Charging Defect in the Affected Class Vehicles from the Plaintiff and Class Members;

(j) injunctive and/or declaratory relief requiring the Defendants to recall, repair and/or replace the defective charging port equipped in the Affected Class Vehicles and/or buy back all Affected Class Vehicles and to fully reimburse and make whole all Class Members for all costs and economic losses associated therewith;

(k) an order pursuant to section 29 of the *Class Proceeding Act*, R.S.B.C. 1996, c. 50 ("***CPA***") directing an aggregate assessment of damages;

(l) costs of notice and administering the plan of distribution of the recovery in this action plus applicable taxes pursuant to section 24 of the *CPA*;

(m) damages, including actual, compensatory, incidental, statutory and consequential damages;

(n) special damages;

(o) punitive damages;

(p) costs of investigation pursuant to section 36 of the *Competition Act*;

(q) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and

(r) such further and other relief as this Honorable Court may seem just.

Part 3: LEGAL BASIS

A. Jurisdiction

1. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act,* R.S.B.C. 2003, c.28 (*"**CJPTA**"*) in respect of the Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (e)(i), (e)(iii)(A)(B), (f), (g), (h) and (i) of the *CJPTA* because this proceeding:

(e)(i) concerns contractual obligations to a substantial extent, were to be performed in British Columbia;

(e)(iii)(A)(B) the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;

(f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;

(g) concerns a tort committed in British Columbia;

(h) concerns a business carried on in British Columbia; and

(i) is a claim for an injunction ordering a party to do or refrain from doing anything

in British Columbia.

B. Causes of Action

i. Negligence

2. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

3. At all material times, the Defendants owed a duty of care to the Plaintiff and Class Members to design, manufacture, test, and supply vehicles free from defects that could compromise their safety, reliability, or performance, and to ensure that such vehicles conformed to the Defendants' representations and advertised specifications, including with respect to the design, manufacturing, testing, and/or marketing of the charging port.

4. The Affected Class Vehicles, equipped with the defective charging port, pose a real, substantial, and imminent risk of harm to the Plaintiff and Class Members, including potential melting of charging components, electrical damage, and fire.

5. The Defendants as the designers, engineers, manufacturers, promoters, marketers and/or distributors of the Affected Class Vehicles and their counterparts, intended for use by ordinary consumers, owed a duty of care to the Plaintiff and Class Members to ensure that the Affected Class Vehicles were reasonably safe in their operation.

6. At all material times, the Defendants owed a duty of care to the Plaintiff and Class Members and breached that standard of care expected in the circumstances. The Defendants knew, or ought to have known, that the defective charging port causes overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire. Despite such knowledge, the Defendants continued to distribute, sell and/or lease Affected Class Vehicles equipped with the defective charging port.

7. The Defendants owed the Plaintiff and Class Members a duty to carefully monitor the safety and post-market performance of the Affected Class Vehicles. The Defendants had a duty to warn, or promptly warn, the Plaintiff and Class Members that the defective charging port causes

overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire.

8. The circumstances of the Defendants being in the business of designing, manufacturing, distributing, selling, leasing and/or placing the Affected Class Vehicles and their component parts, including the Affected Class Vehicles' charging port, into the Canadian stream of commerce are such that the Defendants are in a position of legal proximity to the Plaintiff and Class Members, and therefore are under an obligation to be fully aware of safety when designing, manufacturing, assembling, distributing and/or selling a product such as the Affected Class Vehicles.

9. It was reasonably foreseeable that the Defendants' failure to design, manufacture, and/or install a charging port capable of adequately and safely charging the Affected Class Vehicles' battery, and the Defendants' subsequent failure to monitor the performance of the Affected Class Vehicles following market introduction and to take corrective measures when required would result in harm to the Plaintiff and Class Members and damage to the Affected Class Vehicles.

10. The Defendants, through their employees, officers, directors, and agents, failed to meet the reasonable standard of care or conduct expected of a vehicle supplier, distributor and/or manufacturer in the circumstances in that:

(a) they knew, or ought to have known, about the Charging Defect in the Affected Class Vehicles and should have timely warned the Plaintiff and Class Members;

(b) they designed, developed, manufactured, tested, assembled, marketed, advertised, distributed, supplied, leased and/or sold vehicles equipped with a defective charging port that causes overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire;

(c) they failed to timely warn the Plaintiff, Class Members and/or consumers about the Charging Defect in the Affected Class Vehicles;

(d) they represented that the Affected Class Vehicles were capable of achieving specific charging rates and times under normal Level 2 charging conditions, when in fact, due to the Charging Defect, the vehicles routinely underperform and are unable to achieve such performance safely;

(e) they failed to change the design, manufacture, material and/or assembly of the charging port equipped in the Affected Class Vehicles in a reasonable and timely manner, or at all;

(f) they failed to adequately inspect, test, or verify the safety and reliability of the defective charging port and related components prior to sale;

(g) they knew, or ought to have known, about the Charging Defect in the Affected Class Vehicles but failed to disclose it;

(h) they failed to timely issue and implement safety, repair and/or replacement recalls of the Affected Class Vehicles;

(i) notwithstanding that they foresaw personal injury and the loss of life and property, they failed to, or failed to promptly and/or properly, eliminate or correct the Charging Defect;

(j) they failed to warn purchasers and/or lessees of the Affected Class Vehicles of the risk of overheating, charging interruption, or fire;

(k) they implemented an inadequate and improper software "remedy" that does not correct the underlying hardware defect but instead reduces the Affected Class Vehicles' battery charging performance and value; and

(l) they failed to exercise reasonable care and judgment in matters of design, manufacture, materials, workmanship, and/or quality of product which would reasonably be expected of them as an automobile supplier, distributor and/or manufacturer.

11. As a result of the Charging Defect in the Affected Class Vehicles, by reason of the

Defendants negligence and their failure to disclose and/or adequately warn of the Charging Defect, the Plaintiff and Class Members have suffered damages and will continue to suffer damages. The value of each of the Affected Class Vehicles is reduced or diminished. Each Class Member must expend the time to have his or her vehicle repaired and be without their vehicle for an indeterminate amount of time. The Defendants should compensate the Plaintiff and each Class Member for their incurred out-of-pocket expenses for, *inter alia*, repair, towing, alternative transportation and vehicle payments as a result of the Charging Defect.

ii. Breach of Express Warranty

12. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

13. As express warrantors, manufacturers, distributors, suppliers and/or merchants, the Defendants had certain obligations to conform the Affected Class Vehicles with the defective charging port to their express warranties.

14. The Defendants marketed, distributed and/or sold the Affected Class Vehicles in Canada, including the Province of British Columbia, as safe, efficient, reliable and durable vehicles through authorized dealerships and/or independent retail dealers. Such representations formed the basis of the bargain in the Plaintiff's and Class Members' decisions to purchase and/or lease the Affected Class Vehicles.

15. The Defendants offer an "EV System" warranty coverage for their EVs for 96 months or 160,000 kms, whichever occurs first. This warranty coverage includes the original EV system components, including the charging port.

16. The warranty terms became part of the basis of the bargain when the Plaintiff and Class Members purchased and/or leased their Affected Class Vehicles.

17. Under express warranties provided to Class Members, the Defendants promised to repair or replace covered defective EV system components arising out of defects in materials and/or workmanship, including the charging port, at no cost to owners and/or lessees of the Affected Class Vehicles.

18. The Defendants also marketed the Affected Class Vehicles as safe, efficient, reliable and durable vehicles and that the Defendants would stand behind the quality of their products and promptly repair any defects. These statements helped conceal the existence of the Charging Defect and its corresponding safety risks from the Plaintiff and Class Members in order to shift the expense of repair or replacement of the Affected Class Vehicles' EV system components, including the charging port, to the Plaintiff and Class Members.

19. Under the express warranties provided to the Plaintiff and Class Members, the Defendants promised to repair or replace covered EV system components arising out of defects in materials and/or workmanship, including the charging port, at no cost to owners and/or lessees of Affected Class Vehicles and within a reasonable time. As alleged herein, the Defendants breached their express warranties by concealing the Charging Defect.

20. The Plaintiff and Class Members experienced the existence of the Charging Defect within the warranty periods but had no knowledge of the existence of the Charging Defect and associated safety risks, which were known and concealed by the Defendants. Despite the existence of the express warranties, the Defendants failed to adequately inform the Plaintiff and Class Members that Affected Class Vehicles were equipped with defective EV system components, including the charging port, and failed to provide a suitable repair or replacement of the charging port free of charge and/or within a reasonable time.

21. The failure to provide a suitable repair or replacement of the defective charging port constitutes futility of the warranty.

22. The Defendants breached their express warranty promising to repair and correct a manufacturing defect or defect in materials or workmanship of any parts it supplied.

23. The Defendants have not suitably repaired or replaced the defective charging port for the Plaintiff and Class Members despite the existence of the Charging Defect in Affected Class Vehicles at the time of sale and/or lease.

24. The Defendants further breached their express warranties by selling and/or leasing Affected Class Vehicles that were defective with respect to the EV system components, including the charging port, in their workmanship, and manufacture.

25. Affected Class Vehicles were not of merchantable quality and were unfit for the ordinary purposes for which passenger vehicles are used because their EV system components, including the charging port, did not perform as warranted.

26. The Plaintiff and Class Members had sufficient direct dealings with the Defendants and their agents and/or their authorized dealerships, to establish privity of contract between the Defendants on the one hand, and the Plaintiff and Class Members, on the other hand. Nonetheless, privity is not required here because the Plaintiff and each Class Member are intended third-party beneficiaries of contracts between the Defendants and their dealers, and specifically, of their warranties. The authorized dealers were not intended to be the ultimate users of the Affected Class Vehicles and have no rights under the warranty agreements provided with the Affected Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers of the Affected Class Vehicles only.

27. The Defendants were provided notice of the Charging Defect by numerous consumer complaints made to their authorized dealers and through their own testing, affording the Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile here because the Defendants have known of and concealed the Charging Defect and has failed to provide a suitable repair or replacement of the defective charging port free of charge within a reasonable time.

28. Any attempt by the Defendants to disclaim or limit recovery to the terms of the express warranties is unconscionable and unenforceable here. Specifically, the Defendants' warranty limitation is unenforceable because they knowingly sold a defective product without informing consumers of the Charging Defect. The time limits incorporated in the Defendants' warranty periods were also unconscionable and inadequate to protect the Plaintiff and Class Members. The Plaintiff and Class Members did not determine these time limitations, the terms of which unreasonably favored the Defendants. A gross disparity in bargaining power existed between the Defendants and Class Members, and the Defendants knew or ought to have known that Affected Class Vehicles were defective at the time of sale and/or lease and that the Charging Defect posed a safety risk.

29. The limited warranty promising to repair and/or correct a manufacturing defect fails in

its essential purpose because the contractual remedy is insufficient to make the Plaintiff and Class Members whole because the Defendants failed and/or has refused to adequately provide a remedy and/or fix within a reasonable time.

30. The Defendants knew that Affected Class Vehicles were inherently defective and did not conform to their warranties and the Plaintiff and Class Members were induced to purchase and/or lease Affected Class Vehicles under false and/or fraudulent pretenses.

31. Class Members experienced the existence of the Charging Defect within the warranty periods but had no knowledge of the existence of the Charging Defect, which was known and concealed by the Defendants. Despite the existence of express warranties, the Defendants failed to inform the Plaintiff and Class Members during the warranty periods that Affected Class Vehicles were equipped with a defective charging port, and/or wrongfully transferred the costs of repair or replacement of the charging port to the Plaintiff and Class Members.

32. As a result of the Charging Defect, the Affected Class Vehicles are not reliable, and owners and/or lessees of these vehicles have lost confidence in the ability of Affected Class Vehicles to perform the function of safe, reliable and durable transportation.

33. The Plaintiff and Class Members could not have reasonably discovered the Charging Defect.

34. As a direct and proximate result of the Defendants' breach of express warranties, the Plaintiff and Class Members have suffered damages.

35. Finally, as a result of the Defendants' breach of express warranty as set forth herein, the Plaintiff and Class Members assert, as additional and/or alternative remedies, the revocation of acceptance of goods and the return to the Plaintiff and Class Members the purchase price and/or lease payments of all Affected Class Vehicles currently owned and/or leased, and for such other incidental and consequential damages as allowed.

iii. Breach of the Implied Warranties or Condition of Merchantability pursuant to *SGA* and Parallel Provincial Sale of Goods Legislation

36. The Plaintiff and Class Members hereby incorporate by reference the allegations

contained in the preceding paragraphs of this Notice of Civil Claim.

37. The Defendants are a "seller" with respect to the Affected Class Vehicles within the meaning of the *SGA*, and the *Provincial Sale of Goods Acts*, pursuant to its role in manufacturing, marketing, distributing, supplying, and/or selling the Affected Class Vehicles directly or through its authorized Canadian dealers, distributors, resellers, retailers, and/or intermediaries.

38. The Defendants are and were at all relevant times a seller with respect to the Affected Class Vehicles equipped with the defective charging port. The Defendants directly sold and marketed vehicles equipped with the defective charging port to customers through authorized dealers, like those from whom Class Members bought and/or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. The Defendants knew that the Affected Class Vehicles equipped with the defective charging port would and did pass unchanged from the authorized dealers to Class Members, without modification.

39. The defective charging port causes overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire.

40. A warranty that the Affected Class Vehicles were in merchantable condition was implied by law pursuant to sections 18(a) and/or (b) of the *SGA*, sections 16(2) and/or (4) of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; sections 16(1) and (2) of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; sections 16(a) and/or (b) of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; sections 15(1) and/or (2) of the *Sale of Goods Act*, RSO 1990, c. S.1; sections 16(a) and/or (c) of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; sections 17(a) and/or (b) of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; sections 20(a) and/or (b) of the *Sale of Goods* Act, R.S.N.B. 2016, c. 110; sections 16(a) and/or (b) of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; sections 15(a) and/or (b) of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; sections 18(a) and/or (b) *of the Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; sections 18(a) and (b) of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726 and 1728 of the *Civil Code of Québec*, C.Q.L.R. c. C.C.Q.-1991.

41. The Defendants marketed, distributed, and/or sold the Affected Class Vehicles in Canada, including the Province of British Columbia, as safe, efficient, reliable and durable vehicles

through authorized dealerships and/or independent retail dealers. Such representations formed the basis of the bargain in Class Members' decisions to purchase and/or lease the Affected Class Vehicles.

42. Affected Class Vehicles were defective at the time they left the possession of the Defendants. The Defendants knew or ought to have known of the Charging Defect at the time these transactions occurred. Thus, the Affected Class Vehicles, when sold, marketed and/or distributed, and at all material times thereafter, were not of merchantable condition or quality and were not fit for their ordinary intended purpose.

43. The Plaintiff and Class Members purchased and/or leased the Affected Class Vehicles from the Defendants through its subsidiaries, authorized agents for retail sales, through private sellers or were otherwise expected to be the eventual purchasers and/or lessees of the Affected Class Vehicles when bought and/or leased from a third party. At all relevant times, the Defendants were the manufacturers, distributors, warrantors and/or sellers of the Affected Class Vehicles. As such, there existed privity and/or vertical privity of contract between the Plaintiff and Class Members and the Defendants as to its Affected Class Vehicles. Alternatively, privity of contract need not be established nor is it required because the Plaintiff and Class Members are intended third-party beneficiaries of contracts between the Defendants and their resellers, authorized dealers and/or distributors and, specifically, of the Defendants' implied warranties.

44. The Defendants' resellers, authorized dealers and/or distributors are intermediaries between the Defendants and consumers. These intermediaries sell the Affected Class Vehicles to consumers and are not, themselves, consumers of the Affected Class Vehicles and, therefore, have no rights against the Defendants with respect to the Plaintiff's and Class Members' acquisition of the Affected Class Vehicles. The Defendants' warranties were designed to influence consumers who purchased and/or leased the Affected Class Vehicles.

45. The Defendants knew or had reason to know of the specific use for which the Affected Class Vehicles were purchased and/or leased.

46. As a result of the Charging Defect, the Affected Class Vehicles were not in merchantable condition when sold and/or leased and are not fit for the ordinary purpose of

providing safe and reliable transportation.

47. The Defendants knew about the Charging Defect in the Affected Class Vehicles, allowing them to cure their breach of warranty if they chose to do so.

48. At all times that the Defendants warranted, leased and/or sold its Affected Class Vehicles, it knew or should have known that its warranties were false and yet it did not disclose the truth or stop manufacturing or selling its Affected Class Vehicles and, instead, continued to issue false warranties and continued to insist the products were safe. The Affected Class Vehicles were defective when the Defendants delivered them to its resellers, authorized dealers and/or distributors which leased and/or sold the Affected Class Vehicles and the Affected Class Vehicles were, therefore, still defective when they reached Plaintiff and Class Members.

49. The Defendants' attempt to disclaim or limit the implied warranty of merchantability *vis-à-vis* the Plaintiff, Class Members and/or consumers is unconscionable and unenforceable. Specifically, the Defendants' warranty limitation is unenforceable because they knowingly sold and/or leased a defective product without informing the Plaintiff, Class Members and/or consumers about the Charging Defect. The time limits contained in the Defendants' warranty periods were also unconscionable and inadequate to protect the Plaintiff and Class Members. Among other things, the Plaintiff and Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored the Defendants. A gross disparity in bargaining power existed between the Defendants, and the Plaintiff and Class Members, and the Defendants knew that the Affected Class Vehicles were equipped with a defective charging port, the internal components of which are susceptible to failure, thereby causing the isolation of its circuits leading to a complete loss of motive power, all of which poses a real, substantial and imminent risk of harm, injury and/or death to vehicle occupants.

50. The Plaintiff and Class Members have complied with all obligations under the warranty or otherwise have been excused from performance of said obligations as a result of the Defendants' conduct alleged herein. Affording the Defendants a reasonable opportunity to cure their breach of written warranties, therefore, would be unnecessary and futile.

51. As a direct and proximate result of the Defendants' breach of implied warranties or

conditions of merchantability, the Plaintiff and Class Members have suffered loss, diminution and/or damage as a result of the Charging Defect, pursuant to sections 56 of the *SGA*, section 52 of the *Sale of Goods Act*, R.S.A. 2000, c. S-2; section 52 of the *Sale of Goods Act*, R.S.S. 1978, c. S-1; section 54 of *The Sale of Goods Act*, C.C.S.M. 2000, c. S10; section 51 of the *Sale of Goods Act*, R.S.O. 1990, c. S.1; section 54 of the *Sale of Goods Act*, R.S.N.L. 1990, c. S-6 ; section 54 of the *Sale of Goods Act*, R.S.N.S. 1989, c. 408; section 67 of the *Sale of Goods* Act, R.S.N.B. 2016, c. 110;section 53 of the *Sale of Goods Act*, R.S.P.E.I. 1988, c. S-1; section 60 of the *Sale of Goods Act*, R.S.Y. 2002, c. 198; section 60 of the *Sale of Goods Act*, R.S.N.W.T. 1988, c. S-2; section 60 of the *Sale of Goods Act*, R.S.N.W.T. (Nu) 1988, c. S-2; and articles 1726, 1727, and 1739 of the *Civil Code of Québec*, C.Q.L.R. c. C.C.Q.-1991.

iv. Violation of *BPCPA* and Parallel Provincial Consumer Protection Legislation

52. The Plaintiff and Class Members in British Columbia hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

53. The Defendants are in British Columbia for the purposes of the *BPCPA,* and in provinces with the *Parallel Consumer Protection Legislation*.

54. The Affected Class Vehicles are consumer "goods" within the meaning of section 1(1) of the *BPCPA*, and in provinces with the *Parallel Consumer Protection Legislation*.

55. The Plaintiff Class Members in British Columbia who purchased and/or leased the Affected Class Vehicles primarily for personal, family or household purposes, and not for resale or for the purposes of carrying on business, are "consumers" within the meaning of section 1(1) of the *BPCPA,* and in provinces with the *Parallel Consumer Protection Legislation*.

56. The purchase and/or lease of the Affected Class Vehicles by the Plaintiff and Class Members in British Columbia for personal, family or household purposes, and not for resale or for carrying on business constitutes a "consumer transaction" within the meaning of section 1(1) of the *BPCPA,* and in provinces with the *Parallel Consumer Protection Legislation*.

57. The Defendants are a "supplier" within the meaning of section 1(1) of the *BPCPA,* and in provinces with the *Parallel Consumer Protection Legislation*, as it carried on business in British

Columbia and who in the course of business participated in a consumer transaction by: (i) supplying goods to a consumer, or (ii) soliciting, offering, advertising or promoting with respect to a consumer transaction, whether or not privity of contract exists between that person and the consumer, and includes an assignee of, any rights or obligations of the supplier under the *BPCPA*, and the *Parallel Consumer Protection Legislation.*

58. The Defendants are the supplier and/or manufacturer of the Affected Class Vehicles and distributes, markets and/or supplies such vehicles to consumers including Class Members in British Columbia. At all relevant times, the Defendants were a supplier and/or seller of the Affected Class Vehicles as its resellers, authorized dealers and/or distributors were acting as the agents of the Defendants.

59. By failing to disclose and actively concealing the Charging Defect, the Defendants engaged in unfair and deceptive trade practices prohibited by sections 4 and 5 of the *BPCPA*, and the relevant provisions of the *Parallel Consumer Protection Legislation*. The Defendants knew, or ought to have known, that the Affected Class Vehicles equipped with the defective charging port causes overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire. The Defendants made misleading statements or omissions concerning the Charging Defect, but yet failed to adequately warn consumers.

60. As alleged herein, the Defendants made misleading representations and omissions concerning the safety, efficiency, reliability and durability of the Affected Class Vehicles.

61. In purchasing the Affected Class Vehicles, the Plaintiff and Class Members were deceived by the Defendants' failure to disclose their knowledge of the Charging Defect and associated safety risks.

62. In particular, the Defendants engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to the Plaintiff and Class Members that the Affected Class Vehicles were equipped with a defective charging port that causes overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire. In particular, the Defendants engaged in unfair or

deceptive acts or practices pursuant to the *BPCPA*, and the *Parallel Consumer Protection Legislation*, by:

(a) misrepresenting that the Affected Class Vehicles were safe, reliable, and of a particular standard, quality, and grade, including that they were designed and manufactured with advanced charging technology capable of fast, efficient, and trouble-free Level 2 AC charging;

(b) misrepresenting, through advertisements, marketing materials, and sales representations, that the Affected Class Vehicles provided superior and dependable charging performance, efficiency, and durability;

(c) failing to disclose that the Affected Class Vehicles equipped with the defective charging port were not of a particular standard, quality, or grade;

(d) failing to disclose before, during and/or after the time of purchase any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Charging Defect;

(e) failing to disclose at the time of purchase that the Affected Class Vehicles, including the charging port, were not in good working order, defective, not fit for their intended, and ordinary purpose, and created a real, substantial and imminent risk of harm, injury and/or death to users of the Affected Class Vehicles;

(f) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the Affected Class Vehicles to the Plaintiff and Class Members, even though the Defendants possessed exclusive knowledge of the Charging Defect before and at the time of sale;

(g) failing to disclose, or adequately disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the charging port was defective, even though the Defendants knew about the Charging Defect; and

(h) actively concealing the existence and nature of the Charging Defect, including by characterizing subsequent firmware updates as "software logic improvements" or

"charging sequence enhancements," when such updates merely masked, rather than corrected, the underlying hardware defect in the charging port;

(i) representing that the Charging Defect in the Affected Class Vehicles would be covered under its warranty program.

63. In purchasing the Affected Class Vehicles, the Plaintiff and Class Members in British Columbia were deceived by the Defendants' failure to disclose its exclusive knowledge that the defective charging port causes overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire.

64. By failing to disclose and actively concealing the Charging Defect, the Defendants engaged in unfair or deceptive acts or practices prohibited by sections 4 and 5 of the *BPCPA*, and the relevant provisions of the *Parallel Consumer Protection Legislation*.

65. Further, as alleged herein, the Defendants made misleading representations and/or omissions concerning the safety, efficiency, reliability and durability of the Affected Class Vehicles by:

(a) publishing Owners' Manuals that made materially misleading omissions as to claims of safety, reliability and durability but which uniformly omitted any warning to consumers that the Affected Class Vehicles were equipped with a defective charging port that causes overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire;

(b) advertisements which uniformly omitted any information about the Charging Defect, and which misled consumers into believing that the Affected Class Vehicles' charging port, and other related component parts would function properly; and

(c) emphasizing and extolling in brochures and advertisements that the Affected Class Vehicles were safe, efficient, reliable and durable.

66. The Defendants' conduct as alleged herein was, and is, in violation of sections 4 and 5

of the *BPCPA,* and the relevant provisions of the *Parallel Consumer Protection Legislation*, by:

(a) representing that the Affected Class Vehicles were defect-free and did not pose a safety hazard, when in fact they were not and did;

(b) representing that the Affected Class Vehicles were of a particular standard, quality or grade, when in fact they were not;

(c) advertising the Affected Class Vehicles with the intent not to sell them as advertised; and

(d) representing that the Affected Class Vehicles have been supplied in accordance with a previous representation as to safety, reliability and durability, when in fact they had not.

67. In purchasing the Affected Class Vehicles, Class Members in British Columbia were deceived by the Defendants' failure to disclose its exclusive knowledge of the Charging Defect and/or its representations made as to the safety, reliability and durability of the Affected Class Vehicles in their sales brochure materials, manuals, press releases and/or websites.

68. The Defendants intentionally and knowingly misrepresented and omitted material facts regarding the Affected Class Vehicles, specifically regarding the Charging Defect, with an intent to mislead Class Members.

69. In purchasing the Affected Class Vehicles, Class Members were deceived by the Defendants' failure to disclose its knowledge of the Charging Defect and associated safety risks.

70. Class Members had no way of knowing that the Defendants' representations were false, misleading and incomplete or knowing the true nature of the Charging Defect. As alleged herein, the Defendants engaged in a pattern of deception in the face of a known defect in the Affected Class Vehicles. Class Members did not, and could not, unravel the Defendants' deception on their own.

71. The Defendants knew, or ought to have known, that its conduct violated sections 4 and 5 of the *BPCPA*, and the relevant provisions of the *Parallel Consumer Protection Legislation*.

72. The Defendants owed Class Members a duty to disclose the truth about the Charging Defect as it created serious safety risks and the Defendants;

(a) possessed exclusive knowledge of the Charging Defect;

(b) intentionally concealed the foregoing from Class Members; and/or

(c) failed to warn consumers or to publicly admit that the Affected Class Vehicles were equipped with a defective charging port.

73. The Defendants had a duty to disclose that the charging port equipped in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety risk, and Class Members relied on the Defendants' material misrepresentations and omissions regarding the Affected Class Vehicles.

74. The Defendants' conduct proximately caused injuries to Class Members that purchased the Affected Class Vehicles and suffered harm as alleged herein.

75. Class Members were injured and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of the Defendants' conduct. In particular, Class Members incurred costs and expenses related to the Charging Defect, including, *inter alia*, repair, service, and/or replacement costs, rental car costs, and overpaid for their Affected Class Vehicles, which have suffered a diminution in value due to the existence and risk of the Charging Defect.

76. The Defendants' violations cause continuing injuries to Class Members. As such, the Defendants' unlawful acts and practices complained of herein affect the public interest.

77. The Defendants knew, or ought to have known, that the Charging Defect materially compromised the safety, reliability and durability of the Affected Class Vehicles.

78. The facts concealed and omitted by the Defendants from Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase an Affected Class Vehicle or pay a lower price. Had Class Members known about the Charging Defect, they would not have purchased the Affected Class Vehicles or would not have paid the prices they paid.

79. Class Members' injuries were directly or proximately caused by the Defendants' unlawful and deceptive business practices.

80. As a result of the Defendants' conduct as alleged herein, Class Members in British Columbia are entitled to: (i) a declaration under section 172(1)(a) of the *BPCPA* that the Defendants' acts or practices in respect of the purchase of the Affected Class Vehicles contravened the *BPCPA*; (ii) an injunction under section 172(1)(b) of the *BPCPA* restraining such conduct; and/or (iii) damages under section 171 of the *BPCPA*. Class Members in other provinces are likewise entitled to comparable remedies available under the *Parallel Consumer Protection Legislation*.

81. Class Members in British Columbia are entitled, to the extent necessary, a waiver of any notice requirements under section 173(1) of the *BPCPA*, and Class Members in other provinces are entitled to similar relief under the applicable provisions of the *Parallel Consumer Protection Legislation*, as a result of the Defendants' failure to disclose, and active concealment of, the Charging Defect, as well as their misrepresentations concerning the safety, reliability and durability of the Affected Class Vehicles.

v. Breach of the *Competition Act*

82. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

83. By making representations to the public as to the safety, efficiency, reliability and durability of the Affected Class Vehicles, the Defendants breached sections 36 and/or 52 of the *Competition Act*, in that its representations:

(a) were made to the public in the form of advertising brochures, manuals, statements and/or other standardized statements as to the safety, efficiency, reliability and durability of the Affected Class Vehicles;

(b) were made to promote the supply or use of a product or for the purpose of promoting its business interests; and

(c) were false and misleading in a material respect.

84. The Defendants made materially false or misleading representations to the public concerning the performance, efficiency, and safety of the Affected Class Vehicles, contrary to section 52 of the *Competition Act*.

85. TheDefendants represented that the Affected Class Vehicles were capable of achieving specific charging rates and times under normal Level 2 charging conditions, when in fact, due to the Charging Defect, the vehicles routinely underperform and are unable to achieve such performance safely. In particular, the Defendants, *inter alia*:

(a) Misrepresented that the Affected Class Vehicles were safe, reliable, and of a particular standard, quality, and grade, including that they were designed and manufactured with advanced charging technology capable of fast, efficient, and trouble-free Level 2 AC charging;

(b) misrepresented, through advertisements, marketing materials, and sales representations, that the Affected Class Vehicles provided superior and dependable charging performance, efficiency, and durability;

(c) failed to disclose before, during and/or after the time of purchase any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Charging Defect;

(d) failed to provide adequate warnings or notices regarding the Charging Defect, despite possessing exclusive knowledge of it prior to and at the time of sale;

(e) actively concealed the existence and nature of the Charging Defect, including by characterizing subsequent firmware updates as "software logic improvements" or "charging sequence enhancements," when such updates merely masked, rather than corrected, the underlying hardware defect in the charging port; and

(f) misrepresented that the Charging Defect would be adequately repaired or remedied under warranty, when no proper hardware fix existed.

86. The Defendants further represented that the Affected Class Vehicles complied with applicable safety and performance standards, when they knew or ought to have known that the

Charging Defect compromised these standards.

87. The Plaintiff and Class Members relied on these false and misleading representations in deciding to purchase or lease the Affected Class Vehicles, and as a result suffered loss and damages, including overpayment and loss of expected performance.

88. At all relevant times, the Defendants were the manufacturer, seller and/or supplier of the Affected Class Vehicles. As such, there existed contractual privity and/or vertical privity of contract between the Plaintiff and Class Members and the Defendants as to the Affected Class Vehicles as its resellers, authorized dealers and/or distributors at all material times were acting as the agents of the Defendants.

89. The Defendants engaged in unfair competition and unfair or unlawful business practices through the conduct, statements and omissions described herein and by knowingly and intentionally concealing the Charging Defect from the Plaintiff and Class Members, along with concealing the safety risks, costs, and monetary damage resulting from the Charging Defect. The Defendants should have disclosed this information because it was in a superior position to know the true facts related to the Charging Defect and the Plaintiff and Class Members could not reasonably be expected to learn or discover the true facts related to the Charging Defect.

90. The Charging Defect constitutes a serious safety issue. The Defendants knew that the Affected Class Vehicles equipped with the defective charging port that causes overheating during Level 2 AC charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire.

91. These acts and practices have deceived the Plaintiff and Class Members. In failing to disclose the Charging Defect and suppressing other material facts from the Plaintiff and Class Members, the Defendants breached their duty to disclose these facts, violated the *Competition Act* and caused damage to the Plaintiff and Class Members. The Defendants' omissions and concealment pertained to information that was material to the Plaintiff and Class Members, as it would have been to all reasonable consumers.

92. Further, the Plaintiff and Class Members relied upon the Defendants' misrepresentations as to safety, reliability and durability of the Affected Class Vehicles to their

detriment in purchasing the Affected Class Vehicles so as to cause loss and/or damage to the Plaintiff and Class Members.

93. The Plaintiff and Class Members have, therefore, suffered damages and are entitled to recover damages pursuant to section 36(1) and/or 52 of the *Competition Act*.

vi. Fraudulent Concealment

94. The Plaintiff and Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.

95. The Defendants intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard, quality, or grade of the Affected Class Vehicles, including the existence and nature of the Charging Defect, with the intent that the Plaintiff and Class Members rely on these omissions. As a direct result of this fraudulent conduct, the Plaintiff Class Members have suffered actual damages.

96. The Defendants knew (at the time of sale and thereafter) as a result of pre-production testing that Affected Class Vehicles incorporated the Charging Defect, concealed the Charging Defect and never intended to adequately repair or replace the defective charging port, and other related EV component parts of the Affected Class Vehicles during the warranty periods. To date, the Defendants have not provided Class Members with an adequate remedy or fix for the Charging Defect.

97. The Defendants owed a duty to disclose the Charging Defect and its corresponding safety risks to the Plaintiff and Class Members because the Defendants possessed superior and exclusive knowledge concerning the Charging Defect. The Defendants had a duty to disclose any information relating to the safety, efficiency, reliability and durability of the Affected Class Vehicles, because they consistently marketed Affected Class Vehicles as safe.

98. As the Defendants made representations to the public concerning the safety, reliability and durability of the Affected Class Vehicles, they were under a duty to disclose the omitted facts as to the Charging Defect. Rather than disclose the Charging Defect, the Defendants intentionally and knowingly concealed, suppressed, and/or omitted material facts including the standard,

quality, or grade of the Affected Class Vehicles and the existence of the Charging Defect and corresponding safety risks, to sell additional Affected Class Vehicles and avoid the cost of repair of the Affected Class Vehicles.

99. No reasonable consumer expects a vehicle to contain a concealed defect in manufacture, materials, or workmanship, such as the Charging Defect.

100. The Defendants intended to conceal the material facts concerning the Charging Defect with the intent to deceive. This intent was manifested by Defendants concealing the Charging Defect from prospective purchasers, owners and/or lessees during the warranty period by delaying the issuance of a recall and/or instituting a recall which is inadequate to provide a remedy and/or fix for the Charging Defect. The Defendants benefitted by concealing the Charging Defect in that they could charge a higher price premium by concealing the information and were therefore motivated to do so.

101. The Plaintiff and Class Members would not have purchased the Affected Class Vehicles but for the Defendants' omissions and concealment of material facts concerning the nature and quality of Affected Class Vehicles and existence of the Charging Defect and corresponding safety risks or would have paid less for the Affected Class Vehicles. The Defendants knew their concealment and suppression of material facts was false and misleading and knew the effect of concealing those material facts. The Defendants knew their concealment and suppression of the Charging Defect would sell more Affected Class Vehicles and would discourage the Plaintiff and Class Members from seeking replacement of the Affected Class Vehicles, during the applicable warranty periods. The Defendants intended to induce the Plaintiff and Class Members into purchasing the Affected Class Vehicles and to discourage them from seeking replacement of the Affected Class Vehicles in order to decrease costs and increase profits.

102. The Defendants acted with malice, oppression, and fraud.

103. The Plaintiff and Class Members reasonably relied upon the Defendants' concealment and omissions. As a direct and proximate result of the Defendants' omissions and active concealment of material facts concerning the defective charging port, and other related EV component parts of the Affected Class Vehicles.

104. As a result of the Charging Defect and associated safety risks, the Plaintiff and Class Members suffered actual damages in an amount to be determined at trial.

vii. Tolling of the *Limitation Act*, S.B.C. 2012, c. 13 ("*Limitation Act*") and Parallel Provincial Limitation Period Legislation

105. The Plaintiff and Class Members had no way of knowing about the Charging Defect. The Defendants concealed their knowledge of the Charging Defect while continuing to market, sell and/or lease the Affected Class Vehicles.

106. Within the time limits prescribed in the *Limitation Act*, and the *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; *Limitation of Actions Act,* S.N.S. 2014, c. 35; *Limitation of Actions Act,* R.S.N.W.T. (Nu) 1988, c. L-8; *Limitations Act,* 2002, S.O. 2002, c. 24, Sch. B; *Statute of Limitations,* R.S.P.E.I. 1988, c. S-7; *Civil Code of Québec*, C.Q.L.R., c. C-1991, arts. 2925-2930; *The Limitations Act,* S.S. 2004, c. L-16.1; and *Limitation of Actions Act,* R.S.Y. 2002, c. 139 (collectively, the "***Provincial Limitation Period Legislation***"), the Plaintiff and Class Members could not have discovered through the exercise of reasonable diligence that the Defendants were concealing the conduct complained of herein and misrepresenting the true qualities of the Affected Class Vehicles, in particular the Charging Defect.

107. The Plaintiff and Class Members did not know facts that would have caused a reasonable person to suspect or appreciate that there was a defect in the charging port equipped in the Affected Class Vehicles.

108. For these reasons, the *Limitation Act* and the *Provincial Limitation Period Legislation* have been tolled by operation of the discovery rule with respect to the claims in this proposed class proceeding.

109. Further, due to Defendants' knowledge and active concealment of the Charging Defect throughout the time period relevant to this proposed class proceeding, the *Limitation Act* and the *Provincial Limitation Period Legislation* have been tolled.

110. Instead of publicly disclosing the Charging Defect, the Defendants kept the Plaintiff and Class Members in the dark as to the Charging Defect and the serious safety risks it presented.

111. The Defendants were under a continuous duty to disclose to the Plaintiff and Class Members the existence of the Charging Defect.

112. The Defendants knowingly, affirmatively and actively concealed or recklessly disregarded the safety, reliability and durability of the Affected Class Vehicles.

113. As such, the Defendants are estopped from relying on the *Limitation Act* and the *Provincial Limitation Period Legislation* in defense of this proposed class proceeding.

Plaintiff's address for service:

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Barristers & Solicitors
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E-mail address for service (if any):

ksgarcha@dusevicgarchalaw.ca

Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: October 10, 2025

Signature of K.S. Garcha

lawyer for plaintiff

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and the Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act* R.S.B.C. 2003 c.28 (the "***CJPTA***") in respect of these Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10(e)(i), (iii)(a) & (b), (f), (g), (h) and (I) of the *CJPTA* because this proceeding:

(e)(i)	concerns contractual obligations to a substantial extent, were to be performed in British Columbia:
(e) (iii)(a) & (b)	the contract is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and resulted from a solicitation of business in British Columbia by or on behalf of the seller;
(f)	concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;
(g)	concerns a tort committed in British Columbia;
(h)	concerns a business carried on in British Columbia;
(i)	is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The within proposed automotive defect multi-jurisdictional class proceeding involves certain model and model year Hyundai-, Genesis- and Kia-brand vehicles engineered, designed, developed, manufactured, assembled, tested, marketed, distributed, supplied, leased and/or sold by the Defendants, Hyundai Auto Canada Corp., Hyundai Motor Company, Hyundai Motor America, Inc., Hyundai Motor Manufacturing Alabama LLC, Kia Canada Inc., Kia Motors Corporation, Kia Motors America, Inc., and Kia Georgia, Inc., in Canada, including the Province of British Columbia, equipped with a charging port containing a defect in its design and/or manufacturing that causes overheating during Level 2 alternating current charging, which poses a real, substantial, and imminent risk of harm, including potential melting of charging components, electrical damage, and fire.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:
[ ] motor vehicle accident
[ ] medical malpractice
[ ] another cause

A dispute concerning:
[ ] contaminated sites
[ ] construction defects
[ ] real property (real estate)
[ ] personal property
[ ] the provision of goods or services or other general commercial matters
[ ] investment losses
[ ] the lending of money
[ ] an employment relationship
[ ] a will or other issues concerning the probate of an estate
[x] a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[x] a class action
[ ] maritime law
[ ] aboriginal law
[ ] constitutional law
[ ] conflict of laws
[ ] none of the above
[ ] do not know

Part 4:

1. *Class Proceedings Act*, R.S.B.C. 1996, c. 50

2. *Court Jurisdiction and Proceedings Transfer Act,* R.S.B.C. 2003 c. 28

3. *Business Practices and Consumer Protection Act,* S.B.C. 2004; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3*; The Consumer Protection and Business Practices Act,* S.S., 2014, c C-30.2; *The Business Practices Act*, C.C.S.M. c B120; *Consumer Protection Act,* 2002, S.O. 2002, c 30, Sch A*; Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1; *Consumer Protection Act,* S.N.B. 2024 c 1; *Business Practices Act*, R.S.P.E.I. 1988, c B-7; and *Consumer Protection and Business Practices Act*, S.N.L. 2009, c C-31

4. *Sale of Goods Act*, R.S.B.C 1996, c. 410; *Sale of Goods Act*, RSA 2000, c. S-2; *Sale of Goods Act*, RSS 1978, c. S-1; *The Sale of Goods Act*, CCSM 2000, c. S10; *Sale of Goods Act*, RSO 1990, c. S.1; *Sale of Goods Act*, RSNL 1990, c. S-6 ;*Sale of Goods Act*, RSNS 1989, c. 408; *Sale of Goods* Act, RSNB 2016, c. 110; *Sale of Goods Act*, RSPEI 1988, c. S-1; *Sale of Goods Act*, RSY 2002, c. 198; *Sale of Goods Act*, RSNWT 1988, c. S-2; and *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2; and *Consumer Protection Act,* CQLR c. P-40.1

5. *Motor Vehicle Safety Act*, R.S.C. 1993, c.16

6. *Court Order Interest Act*, R.S.B.C., c. 79

7. *Competition Act*, R.S.C 1985, c. C-34

8. *Limitation Act*, S.B.C. 2012, c.13; *Limitations Act*, R.S.A. 2000, c. L-12; *The Limitations Act,* S.S. 2004, c. L-16.1;*The Limitations Act,* S.S. 2004, c. L-16.1;*The Limitation of Actions Act*, C.C.S.M. c. L150; *Limitations Act,* 2002, S.O. 2002, c. 24, Sch. B; *Limitations Act*, S.N.L. 1995, c. L-16.1; *Limitation of Actions Act,* S.N.S. 2014, c. 35; *Limitation of Actions Act*, S.N.B. 2009, c. L-8.5; *Statute of Limitations,* R.S.P.E.I. 1988, c. S-7; *Limitation of Actions Act,* R.S.Y. 2002, c. 139; *Limitation of Actions Act*, R.S.N.W.T. 1988, c. L-8; and *Limitation of Actions Act,* R.S.N.W.T. (Nu) 1988, c. L-8