

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

MAY 03 2022



S-223610
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 MOTORS MANUFACTURING 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. Introduction - Overview

1. The within proposed consumer product liability multi-jurisdictional class proceeding involves certain Affected Class Vehicles, as defined below, designed, 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 MOTORS MANUFACTURING GEORGIA, INC. ("KMMG"), in Canada, including the Province of British Columbia, that contain a defective Hydraulic Electronic Control Unit ("HECU") in the Anti-Lock Brake System ("ABS"), located in the engine compartment, that can short circuit and ignite, presenting consumers with an unacceptable risk of engine fire while driving or even when the vehicle is parked and turned

off. Specifically, moisture, or other leaks, can accumulate within the HECU (also known as the ABS control module), which maintains an electrical charge even when the vehicle is off. Moisture, or other leaks, entering the electrified ABS control module can form a short circuit, increasing the chances of spontaneous fire eruption in the vehicle's engine compartment (the "Electrical Fire Defect").

2. The Electrical Fire Defect exposes proposed class members to an unreasonable risk of harm, injury, death and/or property damage should their vehicle's engine catch fire while in operation, or spontaneously ignite while the vehicle is parked at the proposed class member's home or in a public parking lot. The Electrical Fire Defect also exposes passengers, other drivers on the road, neighbors, and bystanders to an unreasonable risk of harm, injury, death and/or property damage.
3. Affected Class Vehicles include, but are not limited to, the following model year Hyundai and Kia vehicles designed, manufactured and/or assembled by the Defendants, HMC, HMMA, KMC, and/or KMMG, and marketed, advertised, distributed and/or sold by the Defendants, HACC, HMC, HMA, KCI, KMC and/or KMA, in Canada, including the Province of British Columbia, equipped with a defective HECU:

<u>Defendant, Vehicle Manufacturer</u>	<u>Model</u>	<u>Model Year ("MY")</u>
HMC	Azera	2006-2011
HMC	Elantra	2007-2010
HMC	Genesis	2015, 2016
HMC	Genesis G80	2017-2020
HMC	Santa Fe	2007, 2016-2018
HMC	Santa Fe XL	2019
HMC/HMMA	Elantra Touring	2009-2011
HMC/HMMA	Entourage	2007, 2008
HMC/HMMA	Tucson	2014-2021

HMMA/HMC	Santa Fe Sport	2013-2015, 2017, 2018
HMMA	Sonata	2006
KMC	Cadenza	2017-2019
KMC	K900	2016-2018
KMC	Sedona	2006-2010
KMC	Sportage	2008, 2009, 2014-2021
KMC	Stinger	2018-2021
KMMG	Telluride	2020
KMMG	Optima	2013-2015
KMMG/KMC	Sorento	2007-2009, 2014, 2015

4. The Electrical Fire Defect plagues an ever-increasing number of Hyundai and Kia vehicle models, years, and engines, including the Affected Class Vehicles. Many proposed class members have already experienced a catastrophic engine fire because of the Electrical Fire Defect, costing them thousands of dollars. The Defendants do not have an adequate remedy or fix for the Electrical Fire Defect and they have directed consumers to park their vehicles outside and away from structures until a fix is available.

5. The catastrophic engine fire risk is the direct result of a defect known to, concealed by, and still unremedied by the Defendants. Not only did the Defendants actively conceal the Electrical Fire Defect from consumers, but they also concealed its consequences, including the serious safety hazards and monetary harm caused by the Electrical Fire Defect—e.g., damage to a home and injury or death to persons inhabiting that home should the HECU spontaneously ignite while the Affected Class Vehicle is parked in an attached garage.

6. The Defendants knew or ought to have known about the Electrical Fire Defect as evidenced by: (1) consumer complaints lodged with American and Canadian government vehicle safety regulators, including the United States National Highway Traffic Safety Administration (“NHTSA”), Transport Canada and elsewhere online; (2) warranty claims, part sales, and

consumer complaints lodged with the Defendants directly; (3) current and earlier safety recalls issued by the Defendants in an attempt to remedy or fix the Electrical Fire Defect; and (4) the Defendants own pre-sale durability testing of the Affected Class Vehicles.

7. Despite the Defendants longstanding knowledge of the Electrical Fire Defect in the Affected Class Vehicles, they have issued piecemeal and untimely recalls over the last six years. Only after the number of complaints about the Electrical Fire Defect increased and consumers grew mistrustful of these vehicles did the Defendants publicly acknowledge the Electrical Fire Defect inherent in the Affected Class Vehicles and issue recalls. The Defendants purported remedies for the Electrical Fire Defect under these recalls are only a band-aid and fail to adequately cure the Electrical Fire Defect, while also failing to reimburse vehicle owners and/or lessees for out-of-pocket expenses, loss of use, or loss of value. These recall repairs are also not readily available, so vehicle owners and/or lessees are left without a safe operable vehicle for unknown and often lengthy periods.
8. Further, the Defendants refuse to fix the Electrical Fire Defect at no cost in their unrecalled vehicles, even within the warranty period. The Defendants have also denied warranty claims for the Electrical Fire Defect when it manifests after expiration of the warranty period despite their knowledge of the Electrical Fire Defect at the time of sale and/or lease.
9. As a result of the Defendants unfair, misleading, deceptive, and/or fraudulent business practices in failing to disclose the Electrical Fire Defect to the Plaintiff and proposed class members, owners and/or lessees of Affected-Class Vehicles are injured in fact, incurred damages, and suffered ascertainable losses in money and property. Had the Plaintiff and proposed class members known of the Electrical Fire Defect, they would not have purchased and/or leased those vehicles, or would have paid substantially less for them. Engine fire in the Affected Class Vehicles also requires expensive repairs, car rentals, car payments, towing charges, property damage, time off work, other miscellaneous costs, and loss of use. Further, because of the Electrical Fire Defect and the Defendants concealment, the Affected Class Vehicles have a lower market value and are inherently worth less than they otherwise would be.
10. The Plaintiff seeks relief for all other owners and/or lessees of the Affected Class Vehicles

with the Electrical Fire Defect, including, *inter alia*, recovery of damages and/or 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 and/or replacement of the Affected Class Vehicles.

B. The Parties

The Representative Plaintiff

11. [REDACTED]
[REDACTED]
12. In or about November 2020 the Plaintiff purchased a pre-owned 2017 Kia Sportage ("Kia Sportage") from Kia South Vancouver, a Kia dealership, in Vancouver, British Columbia for approximately \$28,000.00 with a 7 year warranty. The Plaintiff's Kia Sportage is an Affected Class Vehicle equipped with the HECU containing the Electrical Fire Defect,
13. The Plaintiff's Kia Sportage was designed, manufactured and/or assembled by the Defendant, KMC, in South Korea and marketed, promoted, advertised, distributed and/or sold in Canada by the Defendants, KCI, KMC and/or KMA.
14. The Plaintiff's decision to purchase the Kia Sportage was based upon the vehicle's purported reputation for safety and dependability, which she relied upon. Despite touting the safety and dependability of their Affected Class Vehicles, at no point did the Defendants, KMC, KCI and/or KMA, or their agents, dealers or other representatives disclose the Electrical Fire Defect to the Plaintiff.
15. In or about May 2021 the Plaintiff brought her Kia Sportage to Kia South Vancouver for servicing. At the time the Plaintiff advised the Kia South Vancouver that she had noticed a burning smell. Despite the Defendants, KMC, KCI and/or KMA, having issued a safety recall campaign in March 2021 that model years 2017-2021 Kia Sportage and 2017-2019 Cadenza vehicles were equipped with the HECU containing the Electrical Fire Defect and that such affected vehicles may exhibit numerous warnings, including, *inter alia*, a burning

or melting smell, Kia South Vancouver advised the Plaintiff that there were no outstanding recalls pending on her Kia Sportage

16. On or about April 6, 2022, at or near Pemberton, British Columbia, the Plaintiff's Kia Sportage erupted into flames as a result of the Electrical Fire Defect. The vehicle sustained substantial damage and was a total loss. The vehicle fire also destroyed the Plaintiff's personal property, and other such items, which were in the Kia Sportage at the time. Further, the vehicle fire caused damage to another vehicle that was parked next to the Plaintiff's Kia Sportage and to the land on which the Kia Sportage was on. The Plaintiff has suffered ascertainable losses as a result of the Defendants', KMC's, KCI's and/or KMA's, omissions and misrepresentations associated with the Electrical Fire Defect, including, but not limited to, out of pocket losses associated with the Electrical Fire Defect, out of pocket losses associated with the vehicle fire, diminished value of her vehicle, increased risk to her safety and other consequential damages. The Plaintiff would not have purchased her Kia Sportage had she known about the Electrical Fire Defect.

The Defendants

17. 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, BHT Management Inc., at #1800 - 510 West Georgia Street, Vancouver, British Columbia, V6B 0M3, Canada.
18. The Defendant, HMC, is a company duly incorporated pursuant to the laws of Korea and has an address for service at 12, Heolleung-ro, Seocho-gu, Seoul, South Korea.
19. 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.
20. The Defendant, HMMA, 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.

21. 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, FMD Service (B.C.) Inc., at #2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3, Canada.
22. 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.
23. 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.
24. The Defendant, KMMG, 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.
25. 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 3 herein, equipped with the HECU containing the Electrical Fire Defect in Canada, and within the Province of British Columbia.
26. At all material times to the cause of action herein, the Defendant, HMC, designs, manufacturers, assembles, markets, advertises, distributes and/or sells Hyundai vehicles, including certain Affected Class Vehicles, as averred to in paragraph 3 herein, equipped with the HECU containing the Electrical Fire Defect, 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.

27. 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 3 herein, equipped with the HECU containing the Electrical Fire Defect, in the United States of America and/or Canada, including the Province of British Columbia.
28. 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 3 herein, equipped with the HECU containing the Electrical Fire Defect, 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.
29. 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.
30. 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 3 herein, equipped with the HECU containing the Electrical Fire Defect 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 Electrical Fire Defect in certain Affected Class Vehicles, as averred to in paragraph 3 herein, such that each is the agent of the other.
31. 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 3 herein, equipped with the HECU containing the Electrical Fire Defect in Canada, and within the Province of British Columbia.

32. At all material times to the cause of action herein, the Defendant, KMC, designs, manufacturers, assembles, markets, advertises, distributes and/or sells Kia vehicles, including certain Affected Class Vehicles, as averred to in paragraph 3 herein, equipped with the HECU containing the Electrical Fire Defect, through its related subsidiaries and/or operating units, including the Defendants, KCI, KMA and/or KMMG, 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 KMMG.
33. 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 3 herein, equipped with the HECU containing the Electrical Fire Defect, in the United States of America and/or Canada, including the Province of British Columbia.
34. At all material times to the cause of action herein, the Defendant, KMMG, was, and is, a wholly owned North American subsidiary of the Defendant, KMC, which, *inter alia*, designs, manufactures and/or assembles Kia vehicles, including certain Affected Class Vehicles, as averred to in paragraph 3 herein, equipped with the HECU containing the Electrical Fire Defect, 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.
35. 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.

36. At all material times to the cause of action herein, the Defendants, KCI, KMC, KMA and/or KMMG, 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 3 herein, equipped with the HECU containing the Electrical Fire Defect in Canada, and within the Province of British Columbia. Further, the business and interests of the Defendants, KCI, KMC, KMA and/or KMMG, are interwoven with that of the other as to the Electrical Fire Defect in certain Affected Class Vehicles, as averred to in paragraph 3 herein, such that each is the agent of the other.
37. At all material times to the cause of action herein, the Defendant, HMC, together with the Defendants, HACC, HMA, HMMA, KCI, KMC, KMA and KMMG, comprise the Hyundai Motor Group, which designs, manufactures, assembles, markets, distributes and/or sells the Affected Class Vehicles.
38. Hereinafter, the Defendants, HACC, HMC, HMA and HMMA, are collectively referred to as the Defendant, "HYUNDAI", the Defendants, KCI, KMC, KMA and KMMG, are collectively referred to as the Defendant, "KIA", and/or further, collectively as the "Defendants", unless referred to individually or otherwise.

C. The Class

39. This action is brought on behalf of members of a class consisting of the Plaintiff, all British Columbia residents, and all other persons resident in Canada, excluding the Province of Quebec; who own, owned, lease and/or leased an Affected Class Vehicle ("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 Electrical Fire Defect

40. The Affected Class Vehicles are equipped with ABS that modulates brake pressure to prevent the wheels from locking up, thereby allowing the driver to maintain control and stop the vehicle as quickly as possible. ABS is a critical safety element of the Affected Class Vehicles and these systems are required in all vehicles sold in North America.
41. The ABS consists of the wheel sensors and the control module that connect to the vehicle's hydraulic brake system. The ABS control module is typically located in the vehicle's engine compartment, and the wheel sensors are attached to the tires, near the brake rotors. The ABS control module is connected to and powered by the vehicle's electrical fuse box.
42. As the ABS control module is made up of both the Hydraulic Control Unit (HCU) and the Electronic Control Unit (ECU), it is also referred to as the HECU. The Defendants, HYUNDAI and KIA, use the terms ABS control module and HECU interchangeably when referring to the same component, including in the Affected Class Vehicles' recalls.
43. As the HECU requires an electrical current during operation, the component must be carefully sealed to avoid moisture or liquid reaching its circuits, which can cause corrosion or short circuit resulting in engine fire.
44. The HECU in the Affected Class Vehicles is inadequately sealed around its electronic components, permitting moisture—either from hydraulic fluid or other sources—to penetrate the seal and contact the electronic components in the HECU. The HECU also remains charged even when the vehicle is not running. The moisture contacting the charged electronic components causes a short circuit.
45. A short circuit can cause spontaneous fire in the HECU, which can quickly spread throughout the engine compartment and the entire car. The Electrical Fire Defect poses serious safety issues for drivers and occupants of the Affected Class Vehicles, as well as uninvolved bystanders. Numerous fire incidents in Affected Class Vehicles reported to NHTSA illustrate the danger involved when vehicles can spontaneously erupt into flames, while being driven and/or parked.
46. The Defendants failed to adequately research, design, test, and manufacture the Affected

Class Vehicles before warranting, advertising, promoting, marketing, and selling the Affected Class Vehicles as suitable and safe for use in an intended and reasonably foreseeable manner.

ii. The Electrical Fire Defect results in a serious risk of spontaneous fires across multiple models and years of Defendants' vehicles, and the Defendants were aware of such dangers

47. The Defendants knew or ought to have known about the Electrical Fire Defect as evidenced by: (1) consumer complaints lodged with NHTSA, Transport Canada and elsewhere online; (2) warranty claims, part sales, and consumer complaints lodged with the Defendants directly; (3) technical service bulletins and safety recalls issued by the Defendants in an attempt to address the Electrical Fire Defect; and (4) the Defendants' own pre-sale durability testing of the Affected Class Vehicles.

48. The Defendants also ought to have known about the Electrical Fire Defect based on historical ABS module leaks in their vehicles that were mishandled by the Defendant, HMA, and resulted in administrative penalties. In October 2013, the Defendant, HMA, recalled 2009-2012 Hyundai Genesis vehicles in the United States due to a defect where brake fluid entered and corroded the module. The Defendant, HYUNDAI, admitted a corroded HECU could affect braking effectiveness and increase the risk of a crash.

49. The Defendant, HYUNDAI, did not recall such vehicles until a year after learning about the defect from the HECU supplier, and even though another vehicle manufacturer using the same component recalled its vehicles more than a year before. In 2014, the Defendant, HYUNDAI, was fined \$17.35 million dollars (USD) for failing to timely report the HECU corrosion defect. NHTSA determined that the Defendant, HYUNDAI, knowingly withheld information about the dangerous safety defect from vehicle owners and delayed issuing a recall. Further, the related administrative consent decree required the Defendant, HYUNDAI, to maintain a Technical Committee for review all potential defects and consider the necessity of safety recalls. This Technical Committee knew or ought to have known about the Electrical Fire Defect based on its function and role.

iii. NHTSA and other online complaints evidence the Electrical Fire Defect in Affected Class Vehicles dating back as far as 2011

50. The internet is replete with consumer complaints about the Electrical Fire Defect in the Affected Class Vehicles. The Defendants' customer relations departments routinely monitor the internet for customer complaints and retain the services of third parties to do the same. The Defendants' customer relations divisions regularly receive and respond to customer calls concerning, *inter alia*, product defects. Through these sources, the Defendants were made aware of the Electrical Fire Defect. The complaints also indicate the Defendants knowledge of the Electrical Fire Defect and its potential danger.
51. All vehicle manufacturers, including the Defendants, are required by government regulations in the United States (49 U.S. Code 301 - Motor Vehicle Safety Act) and Canada (*Motor Vehicle Safety Act*, R.S.C.1993, c.16), and related regulations, to submit quarterly submissions to NHTSA and Transport Canada of "early warning reporting" data, including claims relating to property damage received by the automotive manufacturer, warranty claims paid by the automotive manufacturer, consumer complaints, incidents involving injury or death, and field reports prepared by the automotive manufacturer's employees or representatives concerning failure, malfunction, lack of durability, or other performance issues. Further, all automotive manufacturers, including the Defendants, routinely monitor and analyze NHTSA and/or Transport Canada complaints to determine whether vehicles or automotive components should be recalled due to safety concerns. As such, the Defendants have knowledge of all NHTSA and/or Transport Canada complaints.
52. Complaints submitted to Defendants and to NHTSA via Vehicle Owner Questionnaires ("VOQ") reveal many of Defendants' vehicles catching on fire.
53. In the NHTSA database, scores of drivers of Affected Class Vehicles have reported spontaneous fires erupting in their engine compartments.
54. As far back as April 2011, one such complaint was lodged with NHTSA by the owner of a 2010 Hyundai Elantra, stating that the "6-month old Hyundai Elantra Touring caught fire after sitting in [the] driveway for nine hours." After a forensic engineer inspected the vehicle,

they correctly “concluded that the fire was electrical and originated in the engine compartment.” At that time, Defendants had yet to issue any recalls or publicly acknowledge any defect in the Affected Class Vehicles resulting in spontaneous engine compartment fires.

55. Reproduced below is a representative sampling of the NHTSA complaints related to the Affected Class Vehicles. This sample includes some early complaints, reports of fires, as well as more recent complaints showing the ongoing nature of the Electrical Fire Defect. Some complaints occurred at low mileage, indicating that the Electrical Fire Defect manifested well within the range Defendants tested for in their pre-sale durability testing, and well before the initial vehicle warranties expired. Some complaints also expressly mention that the drivers took their vehicles to Defendants' dealers and that the manufacturers were notified.
56. NHTSA complaints can be found at <https://www.nhtsa.gov/recalls> (topographical errors and misspellings are in the originals):

Hyundai Elantra MY 2007-2010

October 27, 2021 NHTSA ID NUMBER: 11438336

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11438336

Incident Date October 26, 2021

Consumer Location REGISTER, GA

Vehicle Identification Number KMHDU46D87U****

Summary of Complaint: The contact owns a 2007 Hyundai Elantra. The contact stated that after parking and attempting to restart the engine smoke was present coming from under the vehicle. The contact opened the hood and discovered flames were present coming from within the engine compartment. The fire department was called to the scene and extinguished the flames. A fire report and police report was taken at the scene. The vehicle was towed to the home. The cause of the failure was not yet determined. The manufacturer was notified of the failure. The local

dealer was not notified. The failure mileage was 176,000.

October 12, 2021 NHTSA ID NUMBER: 11436505

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11436505

Incident Date October 11, 2021

Consumer Location BLACKSHEAR, GA

Vehicle Identification Number KMH DU46DX9U****

Summary of Complaint: The contact owned a 2009 Hyundai Elantra. The contact stated while the vehicle was parked she was notified that there was smoke coming from the engine compartment. The contact stated that flames were coming from under the hood and the fire department was called to extinguish the fire. The fire department report was filed. The contact stated that prior to the failure the ABS and brake warning lights were illuminated. The vehicle was taken to an independent mechanic who informed the contact that he could not determine why the brake light was illuminated but advised that the failure could be related to a wire. The vehicle was not repaired. The vehicle was taken to another independent mechanic who was unable to inspect the vehicle. The contact stated that the independent mechanic advised her that the vehicle was safe to drive. The vehicle was not taken to a dealer for diagnosis or repairs. The contact researched the failure online and related the failure NHTSA Campaign Number: 20V061000 (SERVICE BRAKES, HYDRAULIC). The contact stated that she did not receive a recall notice. The vehicle was deemed a total loss by the fire department. The manufacturer was not made aware of the failure. The approximate failure mileage was 17,000.

September 24, 2021 NHTSA ID NUMBER: 11434225

Components: ELECTRICAL SYSTEM, ENGINE

NHTSA ID Number: 11434225

Incident Date September 18, 2021

Consumer Location DEERFIELD BEACH, FL

Vehicle Identification Number kmhdu46d88u****

Summary of Complaint: The contact owns a 2008 Hyundai Elantra. The contact stated that while driving when a person waved the driver down that there was smoke coming from the vehicle. The contact mentioned that the vehicle was driven some more until the contact noticed that there was heat come up the leg on the driver's side. The contact stated that once exit from the vehicle, noticed that there were flames coming from the hood. The fire department extinguished the fire and informed that it was due to electrical. A police report was filed. The dealer was not contacted. The vehicle was not repaired. The vehicle was towed to a junkyard. The manufacturer was not notified of the failure. The approximate failure mileage was 113,000.

August 30, 2021 NHTSA ID NUMBER: 11430960

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11430960

Incident Date August 29, 2021

Consumer Location DAVENPORT, FL

Vehicle Identification Number KMHDU46DX8U****

Summary of Complaint: Our car was sitting under our carport and got know on door that our car was on fire! We call 911 the car and put fire out that had also taken all the siding off the side of the house. Firemen said fire started under hood they thought. We believe that this fire was caused by a short circuit in abs module. We looked at recalls tonight and found this out.

April 6, 2021 NHTSA ID NUMBER: 11406786

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11406786

Incident Date April 6, 2021

Consumer Location BELLEVIEW, FL

Vehicle Identification Number KMHDU46D58U****

Summary of Complaint: I WAS LAYING ON THE COUCH ASLEEP AND WOKE UP TO A SOUND ALMOST LIKE FIREWORK GOING OFF LOOKED OUT MY

WINDOW AND SAW THE ENTIRE FRONT END IN FLAMES. CAR HADN'T BEEN DRIVEN SINCE 6PM THAT NIGHT. NOTICED FIRE AROUND 12AM.

February 1, 2021 NHTSA ID NUMBER: 11391064

Components: SERVICE BRAKES, AIR

NHTSA ID Number: 11391064

Incident Date January 29, 2021

Consumer Location PALATKA, FL

Vehicle Identification Number KMH DU46D97U****

Summary of Complaint: TL* THE CONTACT OWNS A 2007 HYUNDAI ELANTRA. THE CONTACT STATED WHILE THE VEHICLE WAS PARKED IN THE DRIVEWAY, IT SPONTANEOUSLY CAUGHT FIRE. THERE WERE NO REPORTED INJURIES. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE. THERE WAS NO POLICE REPORT FILED. THE LOCAL DEALER WAS NOT CONTACTED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE CONTACT STATED THE FAILURE WAS SIMILAR TO NHTSA CAMPAIGN NUMBER: 20V061000 (SERVICE BRAKES, HYDRAULIC). THE FAILURE MILEAGE WAS 160,000.

January 12, 2021 NHTSA ID NUMBER: 11387766

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER, SERVICE
BRAKES

NHTSA ID Number: 11387766

Incident Date December 29, 2020

Consumer Location BAYTOWN, TX

Vehicle Identification Number KMH DU4AD0AU****

Summary of Complaint: 2010 HYUNDAI ELANTRA: RECENTLY EXPERIENCED VEHICLE FIRE. IT OCCURRED ON TUESDAY, DECEMBER 29, 2020. . I PARKED MY VEHICLE ON THE STREET PER USUAL AND MAYBE 15 MINUTES AFTER ARRIVING HOME FROM WORK MY MOTHER BEGAN YELLING THAT WAS MY VEHICLE WAS IN FLAMES! I OPENED THE FRONT DOOR AND SAW IT WAS

INDEED IN FLAMES AND POPPING AND SMOKING. I IMMEDIATELY CALLED 911 WHOM SENT OUT THE FIRE DEPARTMENT. AFTER THEY WERE ABLE TO DISTINGUISH THE FIRE, THEY DETERMINED THE CAUSE TO BE ELECTRICAL IN NATURE CONSIDERING THE BATTERY OF THE VEHICLE WAS COMPLETELY GONE. I HAVE THE CASE NUMBER AS WELL. MY VEHICLE WAS TURNED OFF AND PARKED AND RANDOMLY CAUGHT FIRE. THANKFULLY I WASNT IN IT WHEN IT HAPPENED OR THINGS COULD HAVE BEEN A LOT WORSE. BUT I AM NOW WITHOUT A VEHICLE AND ON TOP OF THAT I HAD TO PAY TO GET THE VEHICLE REMOVED FROM MY APARTMENTS PROPERTY.

December 23, 2020 NHTSA ID NUMBER: 11384674

Components: ELECTRICAL SYSTEM, SERVICE BRAKES

NHTSA ID Number: 11384674

Incident Date September 1, 2020

Consumer Location GAP, PA

Vehicle Identification Number KMHDU46D77U****

Summary of Complaint: TL* THE CONTACT OWNED A 2007 HYUNDAI ELANTRA. THE CONTACT STATED THAT SHE PARKED HER VEHICLE AT HOME FOR ABOUT AN HOUR AND A NEIGHBOR INFORMED HER OF A FIRE IN THE FRONT END UNDER THE HOOD. THE VEHICLE WAS PARKED IN THE CONTACT'S DRIVEWAY AND THE FIRE DEPARTMENT WAS CONTACTED TO PUT OUT THE FLAMES. THE VEHICLE WAS COMPLETELY ENGULFED IN FLAMES AND DESTROYED. THE CONTACT RECENTLY RECEIVED A RECALL LETTER NHTSA NUMBER: 20V061000 (SERVICE BRAKES, HYDRAULIC). THE INSURANCE COMPANY DETERMINED THAT THE FIRE WAS MOST LIKELY ELECTRICAL SINCE THE VEHICLE HAD BEEN FOR OVER AN HOUR. THE DEALER AND MANUFACTURER HAD NOT BEEN CONTACTED. THE FAILURE MILEAGE WAS 120,000.

September 29, 2020 NHTSA ID NUMBER: 11361727

Components: SERVICE BRAKES, ENGINE, FUEL/PROPULSION SYSTEM

NHTSA ID Number: 11361727

Incident Date September 28, 2020

Consumer Location EUGENE, OR

Vehicle Identification Number KMHDU46D58U****

Summary of Complaint: THE CAR WENT UP IN FLAMES WHILE PARKED IN OUR DRIVEWAY. IT HAD NOT BEEN DRIVEN FOR AT LEAST 4 HOURS. IT COULD HAVE CAUGHT OUR HOUSE ON FIRE IF NOT FOR THE QUICK RESPONSE BY THE FIRE DEPARTMENT.

May 19, 2020 NHTSA ID NUMBER: 11325178

Components: SERVICE BRAKES, ENGINE

NHTSA ID Number: 11325178

Incident Date May 17, 2020

Consumer Location ORLANDO, FL

Vehicle Identification Number KMHDU46D77U****

Summary of Complaint: TL* THE CONTACT CALLED ON BEHALF OF THE VEHICLE OWNER HIS STEPSON. THE CONTACT STATED WHILE THE STEPSON'S VEHICLE A 2007 HYUNDAI ELANTRA WAS PARKED IN FRONT OF AN APARTMENT COMPLEX, THE VEHICLE CAUGHT ON FIRE. THE CONTACT WAS ALERTED BY THE FIRE DEPARTMENT WHOM EXTINGUISHED THE FIRE AND FILED A REPORT. THE CONTACT STATED THAT THE ENGINE COMPARTMENT WAS BURNT. THERE WAS NO WARNING INDICATORS ILLUMINATED PRIOR TO THE FAILURE. THE VEHICLE WAS TOTALED. THE CONTACT STATED THAT HE WAS INFORMED OF NHTSA CAMPAIGN NUMBER: 20V061000 (SERVICE BRAKES, HYDRAULIC) BY THE INSURANCE COMPANY HOWEVER, THE VIN WAS NOT INCLUDED IN THE RECALL. THE CONTACT CALLED AN UNKNOWN HYUNDAI DEALER IN ORLANDO, FL AND WAS REFERRED TO THE MANUFACTURER. THE CONTACT CALLED THE MANUFACTURER SEVERAL TIMES AND WAS UNABLE TO REACH A LIVE AGENT. THE FAILURE MILEAGE WAS UNKNOWN.

April 23, 2020 NHTSA ID NUMBER: 11322016

Components: SERVICE BRAKES, HYDRAULIC

NHTSA ID Number: 11322016

Incident Date April 23, 2020

Consumer Location NASHVILLE, AR

Vehicle Identification Number KMHDU46D39U****

Summary of Complaint: TL* THE CONTACT OWNED A 2009 HYUNDAI ELANTRA. THE CONTACT STATED THAT WHILE THE VEHICLE PARKED AND UNOCCUPIED, THERE WAS A LOUD NOISE AND THE CONTACT DISCOVERED THAT THE VEHICLE CAUGHT ON FIRE IN FRONT OF THE RESIDENCE. THE FIRE DEPARTMENT HAD TO EXTINGUISH THE FIRE AND A REPORT WAS FILED. THE CONTACT MENTIONED THAT THE VEHICLE WAS DESTROYED. THERE WERE NO INJURIES OR PROPERTY DAMAGE REPORTED. IT WAS UNKNOWN IF A DEALER WAS INFORMED OF THE FAILURE. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE VIN WAS INCLUDED IN NHTSA CAMPAIGN NUMBER: 20V061000 (SERVICE BRAKES, HYDRAULIC) HOWEVER DUE TO THE VEHICLE WAS NOT TAKEN TO THE DEALER DUE TO THE PANDEMIC. THE FAILURE MILEAGE WAS 126,000.*DT
*JB

April 14, 2020 NHTSA ID NUMBER: 11321087

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11321087

Incident Date February 18, 2020

Consumer Location SAINT PETERS, MO

Vehicle Identification Number KMHDU46D38U****

Summary of Complaint: MY 2008 HYUNDAI CAUGHT FIRE IN MY GARAGE ON FEBRUARY 18, 2020. THE FIRE DESTROYED MY CAR AND MY GARAGE. MY NEIGHBOR HAPPENED TO BE TAKING HIS DOG OUT AT 4:00 AM AND SMELLED SMOKE. HE LOOKED OVER AND SAW SMOKE COMING OUT OF MY GARAGE. HE FRANTICALLY RANG THE DOORBELL, WOKE ME AND MY

HUSBAND UP AND WE CALLED 911. WE COULD HAVE DIED AS A RESULT.
*TR'

April 10, 2020 NHTSA ID NUMBER: 11320744

Components: SERVICE BRAKES, HYDRAULIC, ENGINE

NHTSA ID Number: 11320744

Incident Date July 31, 2018

Consumer Location IOLA, TX

Vehicle Identification Number KMHDU46D88U****

Summary of Complaint: TL* THE CONTACT OWNED A 2008 HYUNDAI SONATA. THE CONTACT STATED THE VEHICLE WAS PARKED IN THE DRIVEWAY AT HER HOME AND CAUGHT ON FIRE INDEPENDENTLY. THE FIRE DEPARTMENT WAS CALLED AND EXTINGUISHED THE FIRE. A FIRE DEPARTMENT REPORT WAS FILED. THE VEHICLE WAS DEEMED A TOTAL LOSS. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE CONTACT STATED SHE RECENTLY RECEIVED NHTSA CAMPAIGN NUMBER: 20V061000 (SERVICE BRAKES, HYDRAULIC) AND BELIEVES THIS WAS THE CAUSE OF THE VEHICLE FIRE. THE FAILURE MILEAGE WAS APPROXIMATELY 150,000. *BF*JB

April 7, 2020 NHTSA ID NUMBER: 11320432

Components: SERVICE BRAKES, AIR, ELECTRICAL SYSTEM, ENGINE

NHTSA ID Number: 11320432

Incident Date March 27, 2020

Consumer Location JACKSONVILLE, FL

Vehicle Identification Number KMHDU46D27U****

Summary of Complaint: TL* THE CONTACT OWNS A 2007 HYUNDAI ELANTRA. WHILE PARKED THE VEHICLE CAUGHT FIRE. NO INJURIES WERE REPORTED. THE CAUSE OF THE FAILURE WAS NOT DETERMINED THE CONTACT STATED THAT AFTER PARKING THE VEHICLE APPROXIMATELY 2 HOURS LATER THE VEHICLE CAUGHT FIRE AND FLAMES WERE PRESENT

COMING FROM UNDER THE ENGINE COMPARTMENT. THE FIRE DEPARTMENT WAS CALLED TO THE SCENE AND EXTINGUISHED THE FLAMES. THE VEHICLE WAS DESTROYED AND TOWED AWAY. A FIRE DEPARTMENT REPORT WAS TAKEN AT THE SCENE. NO INJURIES WERE REPORTED. THE CAUSE OF THE FAILURE WAS NOT DETERMINED. THE LOCAL DEALER AND MANUFACTURER WERE NOT NOTIFIED. THE CONTACT LATER RECEIVED A RECALL NOTICE FOR NHTSA RECALL CAMPAIGN NUMBER: 20V06100 (SERVICE BRAKES) REGARDING AN ELECTRICAL SHORT THAT MAY CAUSE A FIRE. THE FAILURE MILEAGE WAS 190,000.

February 26, 2020 NHTSA ID NUMBER: 11311711

Components: ENGINE

NHTSA ID Number: 11311711

Incident Date February 18, 2020

Consumer Location SAINT PETERS, MO

Vehicle Identification Number KMHDU46D38U****

Summary of Complaint: THE CAR WAS PARKED IN GARAGE. AT 4:40 AM MY NEIGHBOR WOKE ME UP TO TELL ME MY GARAGE WAS ON FIRE. FIREFIGHTERS CAME AND SAW THAT THE CAR WAS ON FIRE WHICH BURNT DOWN THE WHOLE CAR AND MY GARAGE

February 19, 2020 NHTSA ID NUMBER: 11310173

Components: AIR BAGS, STRUCTURE, ENGINE

NHTSA ID Number: 11310173

Incident Date February 1, 2020

Consumer Location TAMPA, FL

Vehicle Identification Number KMHDU46D97U****

Summary of Complaint: SOME TIME BETWEEN APPROXIMATELY BETWEEN 12:00 AM AND 4:00 AM ON 2/1/2020, THE VEHICLE CAUGHT FIRE ON IT'S OWN (IT WAS PARKED AND OFF) AND BADLY BURNED OUR GARAGE/HOME CAUSING EXTENSIVE PROPERTY DAMAGE TO THE GARAGE AND INTERIOR

OF OUR HOME.

February 12, 2020 NHTSA ID NUMBER: 11308829

Components: SERVICE BRAKES

NHTSA ID Number: 11308829

Incident Date January 31, 2020

Consumer Location CAMANO ISLAND, WA

Vehicle Identification Number KMHDU46D88U****

Summary of Complaint: 14 HOURS AFTER PARKING THE CAR, SMOKE WAS COMING FROM THE ENGINE COMPARTMENT. FIRE DEPT WAS CALLED, I DISCONNECTED THE BATTERY AND FIRE DEPARTMENT EXTINGUISHED SMOKE SOURCE. TOWED TO DEALER, WHO SAID THE ABS SYSTEM SHORTED CAUSING A FIRE AND DESTROYING WIRING HARNESS. LUCKILY IT WAS CAUGHT BEFORE THE VEHICLE WAS DESTROYED.

February 7, 2020 NHTSA ID NUMBER: 11307698

Components: SERVICE BRAKES, HYDRAULIC, ENGINE

NHTSA ID Number: 11307698

Incident Date December 29, 2019

Consumer Location HOMESTEAD, FL

Vehicle Identification Number N/A

Summary of Complaint: TL* THE CONTACT OWNED A 2009 HYUNDAI ELANTRA. THE CONTACT STATED WHILE HIS SON HAD THE VEHICLE PARKED IN A GARAGE, HE SMELT SMOKE AS FLAMES WERE SEEN COMING FROM UNDER THE HOOD OF THE VEHICLE. THE CONTACT STATED THAT HIS SON WAS ABLE TO EXIT THE VEHICLE WITH NO INJURIES BEFORE IT WAS ENGULFED IN FLAMES. THE FIRE DEPARTMENT WAS CALLED AND EXTINGUISHED THE FIRE. A FIRE DEPARTMENT REPORT WAS FILED. THE VEHICLE WAS TOWED TO A TOW LOT AND DEEMED A TOTAL LOSS. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE CONTACT STATED RECENTLY RECEIVED EMAIL NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 20V061000

(SERVICE BRAKES, HYDRAULIC). THE FAILURE MILEAGE WAS UNKNOWN.

September 29, 2019 NHTSA ID NUMBER: 11258901

Components: ENGINE

NHTSA ID Number: 11258901

Incident Date September 28, 2019

Consumer Location BOCA RATON, FL

Vehicle Identification Number KMHDU46D48U****

Summary of Complaint: MY DAUGHTER'S 2008 HYUNDAI ELANTRA WAS PARKED ON THE STREET OUTSIDE HER APARTMENT COMPLEX. THE FRONT OF THE CAR CAUGHT ON FIRE AFTER THE CAR HAD BEEN PARKED FOR ABOUT 30-35 HOURS.

June 25, 2019 NHTSA ID NUMBER: 11222531

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11222531

Incident Date June 21, 2019

Consumer Location SPRING HILL, FL

Vehicle Identification Number KMHDU46DX8U****

Summary of Complaint: ON JUNE 21, 2019 I WAS ON MY WAY TO TAKE MY SON TO WORK AND I HAD MY GRANDCHILDREN IN THE BACK SEAT. I PULLED OUT OF THE DRIVEWAY AT APPROX. 7:30A.M. AND DROVE ABOUT 100 FEET WHEN MY CAR STARTED SMOKING UNDER THE HOOD, I QUICKLY BACKED UP INTO OUR YARD. I GOT EVERYONE OUT OF THE CAR, MY SON LIFTED THE HOOD AND THERE WAS SMOKE AND FIRE. THE FIRE WAS COMING FROM BEHIND THE BATTERY. WE QUICKLY CALLED 911. MY CAR IS TOTALED. I ONLY HAD PIP INSURANCE AND I AM CURRENTLY WITHOUT A VEHICLE. I WAS NOT AWARE OF ANY RECALLS BECAUSE I PURCHASED THE VEHICLE FROM A PRIVATE OWNER IN 2009 OR 2010. PICTURES ARE ATTACHED. I NOTICED THE DAY BEFORE THAT MY PASSANGER WINDOWS DID NOT WORK, AND THE MORNING OF THE FIRE WHEN I TURNED THE CAR

ON MY BREAK LIGHT WAS ON THE DASH, BUT MY EMERGENCY BREAKS WERE NOT LIFTED. . I DROVE THE CAR THE DAY BEFORE AND DID'NT DRIVE IT AGAIN UNTIL THE MORNING OF THE FIRE.

February 12, 2019 NHTSA ID NUMBER: 11176655

Components: ELECTRICAL SYSTEM, SERVICE BRAKES

NHTSA ID Number: 11176655

Incident Date February 9, 2019

Consumer Location OVIEDO, FL

Vehicle Identification Number KMHDU46D68U****

Summary of Complaint: AFTER SITTING FOR 43 HOURS IN OUR DRIVEWAY THE 2008 HYUNDAI ELANTRA CAUGHT FIRE STARTING ON THE DRIVER'S SIDE OF THE ENGINE COMPARTMENT AND CONTINUED ACROSS AND THROUGH THE VEHICLE. IT SHOULD BE NOTED THE VEHICLE HAD A SMOKING ISSUE IN THE COMPARTMENT A MONTH PREVIOUS AND WAS TAKEN TO THE HYUNDAI SHOP AND A REPAIR ESTIMATE PROVIDED THAT INCLUDED THE MASTER CYLINDER AND THE ANTILOCK BRAKE SYSTEM. AT THAT TIME WHEN THE SMOKE INCIDENT HAPPENED THE ANTILOCK SYSTEM ENGAGED AND THE BRAKE PEDAL WENT TO THE FLOOR. I OBSERVED WHERE THE SMOKE WAS COMING FROM AND POINTED AT THE ABS BLOCK TO THE SERVICE MANAGER. VEHICLE WENT BACK INTO USE AND I ORDERED PARTS. INSTALLED MASTER CYLINDER BUT ABS PARTS DID NOT ARRIVE BEFORE VEHICLE IMMOLATED ITSELF. IN THE 43 HOUR NON USE GAP, THE VEHICLE DID NOT HAVE THE REMOTE ENTRY FOB USED NOR ANY KEY ENTRY. FIRE DEPARTMENT PUT THE CAUSE AS BEING AN ELECTRICAL FIRE.

October 17, 2018 NHTSA ID NUMBER: 11140848

Components: ELECTRICAL SYSTEM, STRUCTURE, ENGINE

NHTSA ID Number: 11140848

Incident Date September 17, 2018

Consumer Location BELMONT, NH

Vehicle Identification Number KMH DU46D29U****

Summary of Complaint: ON 09/17/2018 I WOKE UP AROUND 5 AM TO FIND THE ELANTRA FULLY ENGULFED IN FLAMES IN THE FRONT END. IT WASN'T RUNNING, NOTHING LEFT ON, IT HAD NOT BEEN RUN FOR 4 HOURS SO THE ENGINE SHOULD HAVE BEEN COLD. NO DRIVABILITY PROBLEMS BEFORE. POLICE AND FIRE DEPARTMENT RESPONDED, PUT THE FIRE OUT AND STATED THAT THEY SAW NOTHING SUSPICIOUS ABOUT THE FIRE AND THAT I SHOULD CHECK ON PROBLEMS WITH HYUNDAI. THIS CAR ONLY HAD 70000 MILES ON IT WITH A 10 YEAR 100000 MILE WARRANTY. I WENT TO THE DEALER, THEY TOLD ME IT WAS NOT COVERED WITHOUT EVEN LOOKING AT IT. THIS CAR WAS COLD, PARKED, NOTHING ON, NO KEYS IN IT, I DON'T SEE ANY REASON IT SHOULD HAVE CAUGHT FIRE. IT WAS A TOTAL LOSS. THANK YOU.

October 9, 2018 NHTSA ID NUMBER: 11139165

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11139165

Incident Date October 11, 2017

Consumer Location JACKSONVILLE, FL

Vehicle Identification Number KMH DU46D18U****

Summary of Complaint: THIS LAST OCTOBER (2017), I WAS WOKEN UP BY NEIGHBORS INFORMING US THAT SMOKE WAS COMING FROM OUR GARAGE. THERE WAS A FIRE THAT STARTED IN THE ENGINE BAY OF MY 2008 (REGULARLY MAINTENANCED) HYUNDAI ELANTRA, AND TOTALED MY CAR, MY WIFE'S CAR, AND EXTENSIVELY DAMAGED MY GARAGE (\$15,000 WORTH). THE VEHICLE SHOWED NO SIGNS OF IT ACTING STRANGELY AT ALL. THE FIRE DEPARTMENT CHALKED IT UP TO A "UNEXPLAINED ELECTRICAL FIRE" AS IT SEEMED LIKE IT STARTED FROM AROUND WHERE THE BATTERY WAS.

August 4, 2018 NHTSA ID NUMBER: 11115718

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11115718

Incident Date August 4, 2018

Consumer Location IOLA, TX

Vehicle Identification Number KMHDU46D88U****

Summary of Complaint: THE CAR CAUGHT FIRE AT 1:15 AM AUGUST 4TH 2018. IT HAD NOT BEEN TURNED ON SINCE 5PM AUGUST 2ND. I WAS NOT HAVING ANY ISSUES AT ALL.

March 1, 2018 NHTSA ID NUMBER: 11075623

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER, ENGINE

NHTSA ID Number: 11075623

Incident Date February 25, 2018

Consumer Location MIAMI, FL

Vehicle Identification Number KMHDU46D68U****

Summary of Complaint: CAR CAUGHT ON FIRE IN THE MIDDLE OF THE NIGHT, WHILE PARKED ON MY DRIVEWAY THE ENTIRE DAY. FIRE DEPARTMENT SAID THE CAUSE OF FIRE IS UNKNOWN BUT IT APPEARED TO HAVE START AT THE LEFT SIDE OF THE HOOD.

November 30, 2017 NHTSA ID NUMBER: 11051523

Components: ELECTRICAL SYSTEM, ENGINE

NHTSA ID Number: 11051523

Incident Date November 25, 2017

Consumer Location GARDEN GROVE, CA

Vehicle Identification Number KMHDU46D88U****

Summary of Complaint: MY CAR SPONTANEOUSLY CATCH FIRE ON ITS OWN. THE CAR PARKED ON MY FRONT YARD FOR AT LEAST 3 HOURS. IT WENT AFLAME, THE WHOLE ENGINE WAS DESTROYED. EVERYTHING CAUGHT ON HOME SECURITY CAMERA.

June 3, 2017 NHTSA ID NUMBER: 10993003

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER, ENGINE

NHTSA ID Number: 10993003

Incident Date May 28, 2017

Consumer Location EXPORT, PA

Vehicle Identification Number KMH DU46D38U****

Summary of Complaint: DROVE CAR TO GROCERY STORE 6 MILE ROUND TRIP PARKED CAR IN GARAGE AT 10:15 AM. I PERFORMED YARD WORK IN FRONT OF AND WAS IN AND OUT OF GARAGE FOR 4 HOURS. AT NO TIME WAS THERE A HINT OF SMOKE OR BURNING. THEN CUT GRASS FOR 2 HOURS. AT ABOUT 4 PM SMOKE WAS BILLOWING OUT OF THE GARAGE. I OBSERVED FLAMES AND SMOKE COMING FROM AROUND THE FRONT HOOD. UNABLE TO LIFT HOOD TO REACH FIRE SOURCE WITH EXTINGUISHERS OR GET CAR INTO NEUTRAL TO PUSH OUT OF GARAGE. I WAS DRIVEN BY SMOKE AND FLAME OUT OF GARAGE. BOTH THE 2008 HYUNDAI AND ANOTHER VEHICLE IN THE TWO CAR GARAGE BURNED COMPLETELY. ALL CONTENTS IN GARAGE DESTROYED EXTENSIVE SMOKE DAMAGE THROUGHOUT HOUSE. FIRE FORENSIC INVESTIGATOR THINKS IT WAS CAUSED BY THE BATTERY BUT THERE WAS TOO MUCH DAMAGE TO MAKE MUCH OF AN INFORMED COMMENT AS TO PRECISE REASON CAR CAUGHT FIRE. REASON FOR FIRE IS UNKNOWN. ADVANCED AUTO BATTERY PURCHASED OCTOBER 17, 2014. PART # 121R1. #420 D2LNM1C1Q21B5J. REPAIR OF REAR MAIN SEAL IN JULY 2016 BY COCHRAN OF MONROEVILLE HYUNDAI SERVICE DEPARTMENT. - FOG LIGHTS MINI LAMPS A TOTAL OF TWENTY, 20, -LIGHTS (FOG, BREAK, HEADLIGHTS, LICENSE PLATE) FRONT RIGHT AND LEFT, REAR RIGHT AND LEFT WERE REPLACED. REAR LEFT LAMP AND BULB HOUSING REPLACED JUNE 28, 2016 AT A COST OF \$236 BY DEALER.

February 25, 2017 NHTSA ID NUMBER: 10956981

Components: UNKNOWN OR OTHER

NHTSA ID Number: 10956981

Incident Date February 25, 2017

Consumer Location MIRAMAR, FL

Vehicle Identification Number KMHDU46D57U****

Summary of Complaint: COLD CAR CATCHES ON FIRE TOTAL LOST. WAS PARKED ON MY DRIVEWAY

October 16, 2010 NHTSA ID NUMBER: 10398944

Components: ELECTRICAL SYSTEM

Incident Date October 16, 2010

Consumer Location STERLING, VA

Vehicle Identification Number KMHDB8AE4AU****

Summary of Complaint: IN OCTOBER 2010 MY 6-MONTH OLD HYUNDAI ELANTRA TOURING CAUGHT FIRE AFTER SITTING IN MY DRIVEWAY FOR NINE HOURS. THE VEHICLE WAS COMPLETELY TOTALED. MY INSURANCE COMPANY (GEICO) SECURED THE CAR AND HIRED A FORENSIC ENGINEERING COMPANY (DOWN FORENSIC ENGINEERING, INC., CARY NC) TO INVESTIGATE THE ORIGIN OF THE FIRE. DOWN CONCLUDED THAT THE FIRE WAS ELECTRICAL AND ORIGINATED IN THE ENGINE COMPARTMENT. HYUNDAI OFFERED TO REIMBURSE MY INSURANCE POLICY DEDUCTIBLES AND TO PAY ME \$500 FOR GOOD WILL, BUT HAS REFUSED TO REPLACE THE VEHICLE OR REIMBURSE ME FOR ANY OTHER EXPENSES RELATED TO THE FIRE. AS FAR AS I KNOW, HYUNDAI HAS NOT ISSUED A RECALL OR TSB ON THE CAR.

Hyundai Elantra Touring MY 2009-2011

June 6, 2019 NHTSA ID NUMBER: 11218387

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11218387

Incident Date July 12, 2017

Consumer Location JACKSONVILLE, FL

Vehicle Identification Number KMHDB8AE9BU****

Summary of Complaint: VEHICLE CAUGHT FIRE WHILE PARKED IN GARAGE. VEHICLE WAS NOT RUNNING AND HAD NOT BEEN DRIVEN FOR OVER 5 HOURS. FIRE ORIGINATED IN THE DRIVERS SIDE OF THE ENGINE COMPARTMENT.

Hyundai Entourage MY 2007-2008

February 2, 2021 NHTSA ID NUMBER: 11394368

Components: SERVICE BRAKES

June 22, 2020 NHTSA ID NUMBER: 11330039

Components: SERVICE BRAKES, HYDRAULIC, ENGINE

NHTSA ID Number: 11330039

Incident Date June 20, 2020

Consumer Location Unknown

Vehicle Identification Number KNDMC233086****

Summary of Complaint: TL* THE CONTACT OWNED A 2008 HYUNDAI ENTOURAGE. THE CONTACT STATED THAT WHILE THE VEHICLE WAS PARKED IN HER DRIVEWAY, SHE WENT OUTSIDE AND NOTICED SMOKE COMING FROM THE UNDER THE HOOD. THE STATED THAT SHE AND FAMILY MEMBERS ATTEMPTED TO EXTINGUISH THE FIRE WITH HOSES AS FLAMES WERE SEEN COMING FROM UNDER THE VEHICLE. THE FIRE DEPARTMENT WAS CALLED AND EXTINGUISHED THE FIRE. A FIRE AND POLICE DEPARTMENT REPORTS WERE FILED. NO INJURIES SUSTAINED. THE VEHICLE WAS DEEMED A TOTAL LOSS BY THE FIRE DEPARTMENT. THE INSURANCE COMPANY WAS CONTACTED BUT HAS NOT SEEN THE VEHICLE AS OF YET. A LOCAL DEALER WAS NOT NOTIFIED OF THE FAILURE. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND A CASE WAS OPENED. THE CONTACT REFERRED THE FAILURE TO NHTSA CAMPAIGN NUMBER: 20V061000 (SERVICE BRAKES, HYDRAULIC). THE FAILURE MILEAGE WAS APPROXIMATELY 104,000. *LN CONSUMER STATED THERE IS A RECALL ON IT #188.*JB

Hyundai Santa Fe MY 2007, 2016-2018

September 4, 2021 NHTSA ID NUMBER: 11431709

Components: ELECTRICAL SYSTEM, SERVICE BRAKES

NHTSA ID Number: 11431709

Incident Date August 27, 2021

Consumer Location MIAMI, FL

Vehicle Identification Number 5XYZT3LB7FG****

Summary of Complaint: Hyundai Santa Fe Sport 2015 was making sounds when vehicle was off. The ABS warning lights were lit on the dashboard (3 warnings in total) once car was turned on. Drove home hoping the sound would go away but it did not. Once home the sound continued without the vehicle being on. Opened the hood and listened for the location of the sound. It was the ABS module on the left. This part then caught on fire while parked and off (keys were out).

January 19, 2021 NHTSA ID NUMBER: 11388883

Components: SERVICE BRAKES

NHTSA ID Number: 11388883

Incident Date January 19, 2019

Consumer Location FORT LAUDERDALE, FL

Vehicle Identification Number 5XYZU3LB5EG****

Summary of Complaint: TL* THE CONTACT OWNED A 2014 HYUNDAI SANTA FE SPORT. THE CONTACT RECEIVED NHTSA CAMPAIGN NUMBER: 20V520000 (SERVICE BRAKES, HYDRAULIC) HOWEVER, THE PART TO DO THE RECALL REPAIR WAS NOT YET AVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER HAD EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE CONTACT HAD EXPERIENCED A FAILURE WHILE THE VEHICLE WAS IN THE DRIVEWAY OF HIS RESIDENCE WITHOUT WARNING AFTER EXITING HIS HOME TO WALK TO HIS VEHICLE. THE CONTACT NOTICED THE VEHICLE WAS ON FIRE INSIDE THE CARPORT WHICH WAS ATTACHED TO THE HOUSE. THE CONTACT RAN BACK IN THE

HOUSE CONTACTED THE FIRE DEPARTMENT WITHIN MOMENTS THE VEHICLE AND RESIDENCE WENT UP IN FLAMES. THE FIRE DEPARTMENT WAS CONTACTED CAME OUT AND EXTINGUISHED THE FLAMES. A POLICE REPORT WAS MADE. MEDICAL ATTENTION WAS CONTACTED AND CAME OUT TO THE SEEN BUT WAS NOT NEEDED. THE FIRE DEPARTMENT DEEMED THE VEHICLE AND RESIDENCE A TOTALED. DORAL HYUNDAI 10285 N.W. 12TH STREET, DORAL, FL 33172 (305) 477-4005 CONTACTED THE CONTACT FOR A COURTESY CALL AND WAS INFORMED, FROM THE CONTACT THAT THE VEHICLE WENT UP IN FLAMES. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 130,000. THE PARTS DISTRIBUTION DISCONNECT.

November 6, 2020 NHTSA ID NUMBER: 11373484

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11373484

Incident Date November 6, 2020

Consumer Location BARCELONETA, PR

Vehicle Identification Number 5XYZW3LA8EG****

Summary of Complaint: TL* THE CONTACT OWNED A 2014 HYUNDAI SANTA FE SPORT. THE CONTACT STATED THAT THE VEHICLE WAS AT STAND STILL ON THE INSIDE OF THE GARAGE, WHEN SHE HEARD AN ABNORMAL NOISE AND SHE STARTED TO SMELL SMOKE ODOR. THE CONTACT STATED HER DAUGHTER NOTICED FIRE UNDER THE VEHICLE. THE CONTACT STATED SHE SAW AN UNKNOWN LEAK DRIPPING UNDER THE VEHICLE AND WAS EXPANDING THE FIRE. THE CONTACT STATED PART OF HER HOUSE ALSO CAUGHT FIRE. THE FIRE DEPART WAS ABLE TO EXTINGUISH THE FIRE. A POLICE AND FIRE REPORT WAS FILED. THE CONTACT STATED NO ONE WAS INJURED OR SEEK MEDICAL ATTENTION, BUT DID FEEL SHORTNESS OF BREATH DUE TO THE SMOKE. THE VEHICLE WAS NOT DRIVABLE. THE VEHICLE WAS TOTALED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED AS OF YET. A DEALER WAS NOT CONTACTED. THE MANUFACTURER WAS ATTEMPTED TO BE CONTACTED BUT HAD NOT BEEN ABLE TO SPEAK TO

ANYONE. THE FAILURE MILEAGE WAS APPROXIMATELY 93,000.

September 17, 2020 NHTSA ID NUMBER: 11355609

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER, ENGINE

NHTSA ID Number: 11355609

Incident Date September 7, 2020

Consumer Location LOS ANGELES, CA

Vehicle Identification Number 5XYZU3LBXGG****

Summary of Complaint: VEHICLE CAUGHT FIRE SPONTANEOUSLY AT A PARKING LOT. CAR WAS JUST SERVICED AND INSPECTED A MONTH PRIOR AT THE HYUNDAI DEALER WHERE I PURCHASED IT AND HAD NO PROBLEMS REPORTED. CAR WAS PARKED AT THE TIME OF THE INCIDENT. FROM THE INITIAL REPORT FROM THE FIRE DEPARTMENT THE CAUSE OF THE FIRE WAS A MECHANICAL ISSUE. THE VEHICLE WAS A TOTAL LOSS.

January 9, 2020 NHTSA ID NUMBER: 11298274

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11298274

Incident Date December 5, 2019

Consumer Location CUMMING, GA

Vehicle Identification Number 5XYZU3LB7DG****

Summary of Complaint: MY HYUNDAI SANTA FE SPORT 2013 MODEL SUDDENLY CAUGHT FIRE WHILE THE VEHICLE WAS IN MOTION. THERE WAS NO ACCIDENT INVOLVED. INCIDENT HAPPENED ON DEC 5, 2019. I AM ATTACHING THE FIRE DEPARTMENT REPORT. MY WIFE WAS DRIVING THE VEHICLE ON CITY ROAD AT A SPEED OF 45 MPH AND SUDDENLY SMOKE STARTED COMING OUT OF HOOD. SHE STOPPED THE VEHICLE, GOT OUT OF IT AND A NEARBY DRIVER CALLED 911. FIRE DEPARTMENT FOLKS REACHED THE LOCATION IN 5 TO 10 MINS AND CONTROLLED THE FIRE.

September 24, 2019 NHTSA ID NUMBER: 11257848

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER

NHTSA ID Number: 11257848

Incident Date September 20, 2019

Consumer Location Unknown

Vehicle Identification Number N/A

Summary of Complaint: TL* THE CONTACT OWNED A 2017 HYUNDAI SANTA FE. THE CONTACT STATED THAT THE VEHICLE CAUGHT FIRE UNDER THE HOOD WHILE PARKED AND UNOCCUPIED. THE FIRE DEPARTMENT WAS PRESENT, EXTINGUISHED THE FIRE, AND STATED THAT THE FIRE INITIATED AROUND THE BATTERY AREA. A FIRE DEPARTMENT REPORT WAS FILED. THE CONTACT MENTIONED THAT A NEW BATTERY WAS INSTALLED A WEEK PRIOR THE FAILURE. THE MANUFACTURER WAS CONTACTED. THE VEHICLE WAS TOWED AND DEEMED DESTROYED. THE CAUSE OF THE FAILURE WAS NOT DETERMINED. THE DEALER WAS NOT CONTACTED. THE VIN WAS UNKNOWN. THE APPROXIMATE FAILURE MILEAGE WAS 40,000.

July 19, 2019 NHTSA ID NUMBER: 11233444

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11233444

Incident Date July 18, 2019

Consumer Location GIBSON CITY, IL

Vehicle Identification Number N/A

Summary of Complaint: I CALLED THE DEALERSHIP TO REPORT A HOT SMELL IN MY CAR ON TUESDAY. THEY TOLD ME TO BRING IT IN FOR SERVICE INSPECTION. THURSDAY MORNING THE CAR WAS DRIVEN FOR A SHORT TIME AND PARKED IN THE DRIVE WAY AFTER. APPROXIMATELY TWO HOURS TO TWO AND A HALF HOURS LATER THE CAR CAB WAS FULL OF SMOKE. THE FIRE DEPARTMENT AND SHERIFFS DEPARTMENT BOTH ARRIVED ON SCENE.

May 3, 2019 NHTSA ID NUMBER: 11205494

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11205494

Incident Date May 3, 2019

Consumer Location IVYLAND, PA

Vehicle Identification Number KM8SRDHF4HU****

Summary of Complaint: CAN WAS SITTING FROM 7:00 PM ON 5/2 AND WE WOKE TO FULL ON FIRE FROM REAR OF VEHICLE AT 4:50 AM ON 5/3 -FIRE CO BELIEVES ELECTRICAL

March 27, 2019 NHTSA ID NUMBER: 11191814

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11191814

Incident Date March 27, 2019

Consumer Location LAKE LAND, FL

Vehicle Identification Number 5XYZG3AB1CG****

Summary of Complaint: CAME HOME 8 PM. SON CAME HOME SHORTLY AFTER 10 PM. JUST AFTER MIDNIGHT MY CAR ALARM STARTED GOING OFF (CAR LOCKED AND PARKED IN DRIVEWAY), I GOT OUT OF BED LOOKED THROUGH BLINDS AND SAW MY CAR WAS ON FIRE. I RAN TO KITCHEN GRABBED FIRE EXTINGUISHER ATTEMPTED TO PUT OUT FIRE AND CALLED 911. FIRE DEPT DETERMINED FIRE STARTED INSIDE CAR AT WIRING AREA.

July 24, 2018 NHTSA ID NUMBER: 11113354

Components: ENGINE

NHTSA ID Number: 11113354

Incident Date July 17, 2018

Consumer Location ARNOLD, MD

Vehicle Identification Number 5XYZU3LA0EG****

Summary of Complaint: WHILE RETURNING FROM VACATION ON JULY 17,

2018, TRAVELING ON THE NEW JERSEY TURNPIKE FROM BOSTON, MA TO ARNOLD, MD, AFTER APPROXIMATELY TRAVELING FOR 4 HOURS, WITH A STOP 1 HOUR PRIOR TO A REST AREA, WE TOOK EXIT 7A TO PROCEED ONTO I-295 AND THE CAR SUDDENLY LOST ALL POWER. PULLED OVER TO THE SIDE, OPENED HOOD, SMOKE AND FLAMES COMING FROM THE ENGINE WITH NO WARNING. VEHICLE BURNED AND EXPLODED PRIOR TO THE FIRE DEPARTMENT ARRIVING. VEHICLE IS TOTALLY GONE AND THERE IS A METAL SHELL, THE ENTIRE CAR WAS IN FLAMES AND BURNED UP. THIS HAPPENED VERY QUICKLY WITH NO WARNING. CAR HAD APPROXIMATELY 61,000 MILES, EXTENDED WARRANTY, AND ALL REQUIRED MAINTENANCE HAD BEEN PERFORM BY THE LOCAL HYUNDAI DEALER IN ANNAPOLIS, MD.

March 22, 2018 NHTSA ID NUMBER: 11080980

Components: ELECTRICAL SYSTEM, ENGINE

NHTSA ID Number: 11080980

Incident Date March 2, 2018

Consumer Location BIG RAPIDS, MI

Vehicle Identification Number 5XYZGDAG4BG****

Summary of Complaint: CAR WAS DRIVEN ABOUT 10 MILES AND THEN PARKED INSIDE AN ATTACHED GARAGE. NO ISSUES WERE PRESENT DURING THE DRIVE. THE IGNITION WAS TURNED OFF AND KEY REMOVED FROM VEHICLE. AFTER APPROXIMATELY 1 HOUR HAD PASSED THE CAR STARTED ON FIRE. FLAMES WERE VISIBLE BEHIND THE FRONT RIGHT HEADLIGHT AND FRONT RIGHT WHEEL. LUCKILY NO ONE WAS HARMED. THE FIRE CAUSED SIGNIFICANT DAMAGE TO THE GARAGE AND HOME. FIRE DEPARTMENT INVESTIGATION CONCLUDED THAT THE CAUSE OF THE FIRE WAS NOT EXTERNAL TO THE VEHICLE.

January 30, 2018 NHTSA ID NUMBER: 11065937

Components: ELECTRICAL SYSTEM, STRUCTURE

NHTSA ID Number: 11065937

Incident Date January 11, 2018

Consumer Location CHATTANOOGA, TN

Vehicle Identification Number KM8SNDHF7EU****

Summary of Complaint: VEHICLE SPONTANEOUSLY BURNED IN A SKI AREA PARKING LOT IN MAINE. FIRE STARTED AT REAR LEFT (DRIVER'S SIDE) OF CAR. THE CAR WAS DRIVEN APPROXIMATELY 15 MINUTES IN THE MORNING AND PARKED FOR OVER 4 HOURS WHEN LOCAL POLICE AND FIRE WERE NOTIFIED OF A CAR BURNING. BY THE TIME I RETURNED TO THE CAR, THE FIRE HAD BEEN EXTINGUISHED. ALTHOUGH NO CAUSE OF ORIGIN WAS DETERMINED, IT APPEARS THE FIRE IGNITED FROM AN ELECTRICAL ISSUE IN THE REAR LEFT. THE BACK HALF OF THE VEHICLE WAS HEAVILY DAMAGED. MUCH OF MY PERSONAL PROPERTY WAS SALVAGEABLE AND ANY BAGS WHICH BURNED/MELTED DID SO FROM THE OUTSIDE IN, A FURTHER INDICATION THAT THE VEHICLE FIRE STARTED WITH A VEHICLE ISSUE. IT WAS THE FIRST DAY THE CAR EXPERIENCED ABOVE FREEZING TEMPS IN ABOUT 3 WEEKS. I NOTE THAT BECAUSE THERE WAS A CANADA ONLY RECALL OF 2013 HYUNDAI SANTA FES FOR RISK OF FIRE WHEN SALT GRIME ENTERS THE REAR PARKING SENSORS (WHICH MY VEHICLE HAD) AND SHORT CIRCUITS - IT APPEARS THE RISK OF FIRE DUE TO THIS ISSUE CAN OCCUR WHEN THE VEHICLE IS PARKED AND OFF. FORTUNATELY, NOBODY WAS HURT AND ONLY MY PERSONAL PROPERTY WAS IMPACTED - THIS COULD HAVE BEEN MUCH WORSE IF THE CAR WAS PARKED IN MY HOUSE GARAGE, A HOTEL GARAGE, WHILE DRIVING, ETC. A THREE YEAR OLD CAR BURNING FOR NO APPARENT REASON, SEEMS LIKE A POTENTIAL PUBLIC SAFETY RISK, AND SHOULDN'T HAPPEN TO A CAR OF ANY AGE. HAPPENED IN A SMALL RURAL AREA - NO FIRE DEPT REPORT, POLICE SAID THEY WOULD WRITE A REPORT BUT I HAVE NOT RECEIVED. THE CAR IS CONSIDERED A WRITE-OFF BY THE INSURANCE COMPANY. FOLLOWING IS A LINK TO THE CDN RECALL INFO: [HTTP://WWW.AUTOFOCUS.CA/NEWS-EVENTS/LATEST RECALLS/HYUNDAI-RECALLS-13-700-SUVS-FOR-FIRE-RISK](http://www.autofocus.ca/news-events/latest-recalls/hyundai-recalls-13-700-suvs-for-fire-risk)

Hyundai Tucson MY 2014-2021

February 17, 2022 NHTSA ID NUMBER: 11452621

Components: UNKNOWN OR OTHER, ENGINE

NHTSA ID Number: 11452621

Incident Date February 11, 2022

Consumer Location MILL SPRING, NC

Vehicle Identification Number KM8J33A22GU****

Summary of Complaint: On Friday, September 11, 2022, I had just returned from running errands. I parked the car, which had no warning lights on whatsoever, and exited the vehicle. A few seconds later, smoke started streaming out from under the hood. I popped the hood but did not open it, and started toward the house to get some water, thinking that something was overheated. Before I had taken ten steps, flames were shooting out from the hood. I called 911, but before the fire department arrived, part of my house also caught fire. It has been inspected by the fire marshal and my insurance company.

October 3, 2019 NHTSA ID NUMBER: 11265995

Components: UNKNOWN OR OTHER, ENGINE

NHTSA ID Number: 11265995

Incident Date September 19, 2019

Consumer Location PORT WENTWORTH, GA

Vehicle Identification Number KM8J33A47KU****

Summary of Complaint: 1.3 MILES AWAY FROM THE DEALERSHIP I PURCHASED THE 2019 HYUNDAI TUCSON IT STARTED TO SMOKE. 5 MINUTES LATER IT WAS ON FIRE!! IT HAD LESS THAN 400 MILES ON IT AND I'VE YET TO FIND OUT WHAT EXACTLY CAUSED THE FIRE. HYUNDAI OR THE DEALERSHIP WON'T TELL ME. THE FIRE CAME FROM THE PASSENGER SIDE UNDER THE HOOD. THE VEHICLE STARTED SMOKING WHEN I ATTEMPTED TO START IT AND CAUGHT ON FIRE WHILE OFF.

Kia Sedona MY 2006-2010

November 29, 2021 NHTSA ID NUMBER: 11441970

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11441970

Incident Date November 18, 2021

Consumer Location MINERAL WELLS, TX

Vehicle Identification Number KNDMB233666****

Summary of Complaint: The contact owns a 2006 Kia Sedona. The contact stated while the vehicle was parked in a parking lot, the vehicle erupted in flames without warning. Fire marshals were called and extinguished the fire. No one was injured and a report was taken. The contact mentioned a possible smoke inhalation from the smoke. The vehicle was towed to the contact's residence. The manufacturer was informed of failure and was awaiting a response. The failure mileage was approximately 150,000.

October 29, 2021 NHTSA ID NUMBER: 11438659

Components: ELECTRICAL SYSTEM, SERVICE BRAKES

NHTSA ID Number: 11438659

Incident Date April 26, 2021

Consumer Location SAINT PETERSBURG, FL

Vehicle Identification Number KNDMB233486****

Summary of Complaint: [XXX] owned a 2008 Kia Sedona minivan, VIN #[XXX]. This was his only vehicle at the time. On or about April 26, 2021, [XXX] heard a loud noise coming from the driveway and went outside to investigate. The van was engulfed in flames, mainly in the engine compartment. He attempted to put the fire out himself. His neighbor called the Pinellas Park fire department who responded and put out the fire. The vehicle was a total loss. The van had been parked for approximately five hours after he used it earlier that day to pick up children from school. The spontaneous vehicle fire was a serious safety risk, and he is fortunate to have not lost his home in the fire along with the vehicle. The day before the fire,

the ABS indicator light on the dash came on. He made an appointment to have the van serviced on April 27, but the fire destroyed the vehicle before it could be looked at. Shortly after this happened, [XXX] learned of Manufacturer Recall Number SC186; NHTSA Recall Number 20V088. He was never notified by Kia North America, before or after the fire which destroyed the vehicle. [XXX] has opened case number [XXX] with and was assured that Kia would be providing reimbursement for the Kia Sedona vehicle he had to replace. Kia North America requested pictures of the fire damaged vehicle, which he sent to them. He offered to allow Kia to inspect the wreckage of the vehicle, but no action was ever taken despite assurances that Kia would send a representative to inspect the vehicle. In September 2021, Kia North America stopped responding to Mr. Brackett, and no longer returns his or my communication. If the NHTSA requires any more information, please contact my office. /s [XXX] Florida Bar #[XXX] [XXX] INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6).

September 25, 2020 NHTSA ID NUMBER: 11361085

Components: ELECTRICAL SYSTEM, ELECTRONIC STABILITY CONTROL, SERVICE BRAKES

NHTSA ID Number: 11361085

Incident Date September 24, 2020

Consumer Location FAIRFIELD, IL

Vehicle Identification Number KNDMB233076****

Summary of Complaint: THE KIA VAN WAS PARKED , TURNED OFF, KEYS WERE REMOVED, OUTSIDE IN OUR BUSINESS PARKING LOT. A PERSON DRIVING BY NOTICED IT WAS ON FIRE AND CALLED THE FIRE DEPARTMENT. THIS HAPPENED AROUND 12 AM. (MIDNIGHT) THE LOCAL FIRE DEPARTMENT RESPONDED TO THE CALL AND REPORTED TO THE SCENE.

April 20, 2020 NHTSA ID NUMBER: 11321732

Components: ELECTRICAL SYSTEM, SERVICE BRAKES

NHTSA ID Number: 11321732

Incident Date April 19, 2020

Consumer Location MADERA, CA

Vehicle Identification Number KNDMB233666****

Summary of Complaint: TL* THE CONTACT OWNS A 2006 KIA SEDONA. THE CONTACT STATED THAT WHEN HER HUSBAND WAS PARKING THE VEHICLE IN HER DRIVEWAY, SHE NOTICED THAT SMOKE BEGAN EMITTING FROM UNDERNEATH THE VEHICLE; MOMENTS LATER, THE VEHICLE CAUGHT FIRE. THE CONTACT WAS UNAWARE IF THERE WERE ANY ILLUMINATED WARNING LIGHTS PRIOR TO THE FAILURE. THE CONTACT WAS ABLE TO GRAB A WATER HOSE AND EXTINGUISH THE FIRE INDEPENDENTLY. THE CONTACT'S HUSBAND, WITH THE HELP OF SOME NEIGHBORS, WAS ABLE TO MANUALLY PUSH THE VEHICLE OUT OF THE DRIVEWAY AND PARK IT ON THE SIDE OF THE STREET. THE CONTACT STATED PRIOR TO THE FIRE, SHE HAD RECEIVED A RECALL NOTIFICATION FOR NHTSA CAMPAIGN NUMBER: 20V088000 (ELECTRICAL SYSTEM, SERVICE BRAKES, HYDRAULIC) HOWEVER, THE PARTS TO DO THE REPAIR WERE UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE MANUFACTURER NOR THE DEALER WERE NOTIFIED OF THE FAILURE OR THE RECALL. THE FAILURE MILEAGE WAS UNKNOWN. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.

April 7, 2020 NHTSA ID NUMBER: 11320439

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11320439

Incident Date March 24, 2020

Consumer Location Unknown

Vehicle Identification Number KNDMB233466****

Summary of Complaint: TL* THE CONTACT OWNS A 2006 KIA SEDONA. THE CONTACT STATED THAT WHILE HIS WIFE WAS DRIVING THE VEHICLE, THE VEHICLE'S ABS WARNING LIGHT SUDDENLY BEGAN TO ILLUMINATE AND

THE WARNING SOUNDER BEGAN TO CHIME. AS HIS WIFE BEGAN TO PULL INTO THEIR GARAGE, THE CONTACT NOTICED SMOKE COMING FROM THE UNDER THE HOOD OF THE VEHICLE. HIS WIFE TURNED OFF THE VEHICLE AND THE CONTACT BEGAN TO PUT OUT THE FIRE. HOWEVER, IT WAS A LITTLE DIFFICULT FOR THE CONTACT TO EXTINGUISH THE FIRE, SO THE CONTACT DETACHED THE BATTERY, WHICH, MADE IT EASIER FOR THEM TO EXTINGUISH THE FIRE. THERE WERE NO INJURIES. THE FIRE DEPARTMENT WAS NOT CONTACTED AND FIRE REPORT WAS NOT MADE. THE CONTACT DID NOT CONTACT THE DEALER. THE VEHICLE HAD NOT BEEN OFFICIALLY DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE ISSUE AND OPENED A CASE REGARDING THE MATTER. THE MANUFACTURER INFORMED THE CONTACT THAT A FUTURE RECALL NOTICE HAD NOT BEEN RELEASED DUE TO PARTS FOR A REMEDY NOT YET BEING AVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 228,000.

February 10, 2020 NHTSA ID NUMBER: 11308166

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11308166

Incident Date February 9, 2020

Consumer Location Unknown

Vehicle Identification Number KNDMB233676****

Summary of Complaint: MY CAR WAS PARKED IN MY DRIVEWAY, NOT RUNNING, NO KEY IN THE IGNITION, AND HAD NOT BEEN DRIVEN SINCE THE PREVIOUS DAY. ONE OF THE KIDS WENT OUTSIDE TO PLAY AND CAME RUNNING BACK IN TO TELL US THE CAR WAS SMOKING. THERE WAS SMOKING COMING OUT FROM UNDER THE HOOD. MY BOYFRIEND QUICKLY GOT TO IT AND GOT THE BATTERY OUT AND FOUND THE SOURCE AND UNPLUGGED THE ELECTRICAL STABILITY CONTROL MODULE (I BELIEVE IS WHAT HE CALLED IT) EITHER WAY, THE PLUG AND WIRES WERE FRIED. THE DEALERSHIP STATED THAT HAD WE NOT SEEN THIS IT WOULD HAVE CAUGHT FIRE. I CALLED THE KIA CORPORATE NUMBER AND THEY TOLD ME SORRY BUT ITS AN OUT OF POCKET EXPENSE, MY CAR IS NOT UNDER

WARRANTY AND THERE ARE NO RECALLS. THIS IS NOT THE FIRST 07 KIA SEDONA TO HAVE THIS ISSUE BASED ON THE RESEARCH I HAVE DONE. AND HAD WE BEEN SLEEPING WHEN THIS HAPPENED MY HOUSE COULD HAVE CAUGHT FIRE. HAD THERE BEEN CHILDREN IN THIS AT THE TIME THEY COULD HAVE BEEN INJURED.

November 19, 2019 NHTSA ID NUMBER: 11280986

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11280986

Incident Date October 31, 2019

Consumer Location WILLIAMSBURG, OH

Vehicle Identification Number N/A

Summary of Complaint: TL* THE CONTACT OWNS A 2008 KIA SEDONA. THREE HOURS AFTER THE VEHICLE WAS PARKED IN THE DRIVEWAY, FLAMES APPEARED FROM THE REAR OF THE VEHICLE. THE FIRE DEPARTMENT ARRIVED AND EXTINGUISHED THE FLAMES. A FIRE REPORT WAS FILED. THE CAUSE OF THE FAILURE WAS NOT DETERMINED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE LOCAL DEALER WAS NOT NOTIFIED. THE VIN WAS NOT AVAILABLE. THE FAILURE MILEAGE WAS 189,000.

May 27, 2018 NHTSA ID NUMBER: 11098160

Components: ELECTRICAL SYSTEM, ENGINE

NHTSA ID Number: 11098160

Incident Date May 12, 2017

Consumer Location WEEKI WACHEE, FL

Vehicle Identification Number KNDMB233876****

Summary of Complaint: OUR 2007 LOW MILEAGE KIA HAD BEEN PARKED FOR OVER 24 HRS. WHILE SITTING IN OUR DRIVEWAY NOT RUNNING, NO KEYS IN IGNITION, CAUGHT FIRE AND BURNED TO THE GROUND. THE FIRE TRAVELLED TO MY STORAGE BUILDING. WE LOST EVERYTHING IN OUR STORAGE AND OUR VEHICLE. KIA ASSUMES NO FAULT. ATTACHED IS FIRE

DEPARTMENT REPORT AND PICS OF THE DAMAGE.

April 26, 2018 NHTSA ID NUMBER: 11090369

Components: ELECTRICAL SYSTEM

NHTSA ID Number: 11090369

Incident Date April 13, 2018

Consumer Location PENDLETON, SC

Vehicle Identification Number KNDMB233X76****

Summary of Complaint: WHILE MY KIA SEDONA WAS PARKED IN THE DRIVEWAY. HAD BEEN PARKED ABOUT AN HOUR WHEN SMOKE SUDDENLY STARTED COMING FROM UNDER THE HOOD. SOON, THE ENTIRE FRONT END WAS ON FIRE AND LOCAL FIRE DEPARTMENT CAME AND PUT THE FIRE OUT. VEHICLE WAS A TOTAL LOSS. KIA COOPERATE SAYS IT'S NOT THEIR PROBLEM.

Kia Sorento MY 2007-2009, 2014-2015

June 12, 2021 NHTSA ID NUMBER: 11420671

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11420671

Incident Date June 10, 2021

Consumer Location MAHOPAC, NY

Vehicle Identification Number KNDJC735785****

Summary of Complaint: I pulled into my driveway and the car shut off and I heard a pop, never had an issue before this. Upon getting out I noticed smoke and asked my neighbor to help me open the hood. Upon opening the hood we noticed a fire in the passenger side of the engine and called 911. The entire car was engulfed in flames within minutes of me getting out of the vehicle, luckily I made it out but what if I had not? I am mentally traumatized along with my family especially my young child. The car is sitting in my driveway still and it is a daily reminder of what happened. There is a recall SC186 on Kia Sorento year 2007-2009 that I was never

informed about. Something needs to be done or I will be making sure this is a case that is handled in the court system.

September 10, 2018 NHTSA ID NUMBER: 11128582

Components: ELECTRICAL SYSTEM, ENGINE

NHTSA ID Number: 11128582

Incident Date September 9, 2018

Consumer Location PALM BAY, FL

Vehicle Identification Number KNDJD735585****

Summary of Complaint: SUNDAY SEPT 9TH AT AROUND 9 - 9:30 AM I SMELLED SMOKE AND WALKED AROUND THE HOUSE AND SMELLED THAT IT WAS COMING FROM THE GARAGE. WHEN I OPENED THE DOOR I SAW FLAMES UNDERNEATH THE CAR AND SMOKE AND FIRE ON TOP OF THE HOOD. I CALLED THE PALM BAY FIRE DEPARTMENT WHEN THEY GOT THERE THEY PUT THE HOSE ON THE CAR UNTIL THE FIRE WAS OUT THEY HAD TO CUT THE HOOD IN ORDER TO FINISH PUTTING OUT THE FIRE. THEY FIRE MARSHALL CAME AND INSPECTED THE VEHICLE IT COULD HAVE BEEN AN ELECTRICAL PROBLEM. WHEN I CALLED KIA CUSTOMER SERVICE THEY GAVE ME A CLAIM NUMBER AND THEY TOLD ME WHAT WOULD YOU LIKE KIA DO FOR YOU . THE CUSTOMER SERVICE AGENT SAID THEY WILL GIVE THE CLAIM TO THE RIGHT DEPARTMENT AND THEY WILL GET BACK TO ME IN 3 TO 5 BUSINESS DAYS. THIS HAPPENED WHILE THE CAR WAS PARKED IN THE GARAGE AND IT HADN'T BEEN TURNED ON SINCE FRIDAY . THIS VEHICLE WAS A 2008 SORENTO WITH LESS THAN 90,000 MILES IT WAS IN GREAT CONDITION ALSO.

April 25, 2018 NHTSA ID NUMBER: 11089996

Components: ELECTRICAL SYSTEM, ENGINE

NHTSA ID Number: 11089996

Incident Date March 19, 2018

Consumer Location BRANDON, FL

Vehicle Identification Number KNDJD735285****

Summary of Complaint: I DROVE MY 08 KIA SORENTO HOME AT ABOUT 730 AM. I WORK NIGHT SHIFT AND WENT TO SLEEP AND WAS WOKEN UP AT 945 BY EMS TO MY CAR UP IN FLAMES. IT WAS SHOWING NO SIGNS OF ANY PROBLEMS, NOT RUNNING HOT, NOTHING. IT WAS PARKED FOR ABOUT AN HOUR WHEN IT WENT UP IN FLAMES. THE FIRE CHIEF WAS ON THE TRUCK THAT DAY AS HE HAD ORIENTEE'S, AND SAID THE FIRE STARTED BEHIND THE STEERING WHEEL/DASH AND THAT IT WAS AN ELECTRICAL ENGINE FIRE WHICH IS STATED ON MY FIRE REPORT. I CONTACTED KIA THEY TOLD ME IT WAS NO WAY IT WAS THEIR PROBLEM AND HAD TO BE A USER ERROR. I HAVE PHOTOS BUT MY COMPUTER WOULD NOT LET ME UPLOAD THEM FOR A REASON.

Kia Sportage MY 2008-2009, 2014-2021

March 12, 2018 NHTSA ID NUMBER: 11078775

Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER, ENGINE

NHTSA ID Number: 11078775

Incident Date March 7, 2018

Consumer Location CORPUS CHRISTI, TX

Vehicle Identification Number KNDPB3AC5F7****

Summary of Complaint: THE 2015 KIA SPORTAGE WAS IN THE PARKING LOT AT THE MEDICAL CENTER WHERE MY WIFE HAD A DOCTOR APPOINTMENT. SHE WAS INSIDE APPROXIMATELY 10-15 MINUTES WHEN AN ANNOUNCEMENT WAS MADE ABOUT A RED KIA IN THE PARKING LOT. WHEN SHE LOOKED, IT WAS HER CAR & THE ENGINE COMPARTMENT WAS ENGULFED IN FLAMES. THE POLICE AND FIRE DEPARTMENT WERE ALREADY ON SCENE & THE FIRE WAS EXTINGUISHED. THE CAR WAS A TOTAL LOSS.

iv. Warranty claims, part sales, and customer complaints lodged with Defendants also alerted Defendants to the Electrical Fire Defect.

57. The Defendants knew or ought to have known about the Electrical Fire Defect because of the sheer number of reports they received regarding the HECU shorts and engine compartment fires. For instance, the Defendants' customer relations departments, which interact with Defendants' authorized service technicians to identify potentially widespread vehicle problems and assist in the diagnosis of vehicle issues, have received numerous reports of engine problems relating to the HECU shorts and engine compartment fires. Customer relations also collects and analyze field data including, but not limited to, repair requests made at dealerships and service centers, technical reports prepared by engineers that have reviewed vehicles for which warranty coverage is requested, parts sales reports, and warranty claims data.
58. The Defendants' warranty departments similarly review and analyze warranty data submitted by their dealerships and authorized technicians to identify defect trends in their vehicles. The Defendants dictate that when a repair is made under warranty (or warranty coverage is requested), service centers must provide them with detailed documentation of the problem and the fix that describes the complaint, cause, and correction, and must also save the broken part should the Defendants later decide to audit the dealership or otherwise verify the warranty repair. Service centers are meticulous about providing this detailed information about in-warranty repairs to the Defendants because the vehicle manufacturers will not pay the service centers for the repair if the complaint, cause, and correction are not sufficiently described.
59. The Defendants also knew or ought to have known about the Electrical Fire Defect because of the high number of replacement parts likely ordered from Defendants. All authorized Hyundai and Kia service centers are required to order replacement parts, including HECU modules, directly from the Defendants. Other independent vehicle repair shops that service Affected Class Vehicles also order replacement parts directly from Defendants. The Defendants routinely monitor part sales reports, and they are responsible for shipping parts requested by dealerships and technicians. The Defendants have detailed, accurate, and real-time data regarding the number and frequency of replacement part orders. The

increase in orders for HECU and ABS control module components used in the Affected Class Vehicles was known to the Defendants and should have alerted the vehicle manufacturers to the scope and severity of the Electrical Fire Defect.

60. The Defendants are experienced in the design and manufacture of consumer vehicles. As experienced vehicle manufacturers, the Defendants likely conduct testing on incoming batches of components, including the HECU and ABS control modules at issue here, to verify that the parts are free from defects and comply with Defendants' specifications. Accordingly, Defendants knew or ought to have known that the HECU used in the Affected Class Vehicles was defective and prone to fire, costing the Plaintiff and Class Members thousands of dollars in engine repair expenses.

v. Defendants' belated, piecemeal, inadequate, and incomplete recalls evidence their knowledge of the Electrical Fire Defect

61. From 2016 to present, the Defendants have reluctantly and belatedly recalled in North America hundreds of thousands of vehicles—including some Affected Class Vehicles—spanning many models and years for the same Electrical Fire Defect.
62. The recalls have similarities that indicate a common defect: (1) they all generally identify short-circuiting in the HECU as a fire risk; (2) they all focus on mitigating the risks of engine fires, but the proposed remedies do not eliminate such risk; (3) they all direct consumers to park their vehicles outside and away from structures; and (4) they all fail to identify the exact root cause of the defect, leaving consumers without a safe or adequate fix.

2016 Recalls of Affected Class Vehicles

63. In November 2016, the Defendant, KIA, first recalled in the United States MY 2008-2009 Kia Sportage vehicles for the Electrical Fire Defect (approximately 71,704 vehicles), explaining that the HECU was improperly sealed and moisture could enter the HECU, corroding the component and creating a risk of engine compartment fires. But the recall failed to disclose the HECU was constantly electrically charged, and the Defendant, KIA, did not offer to fix this aspect of the Electrical Fire Defect, nor warn that the Electrical Fire

Defect extended to multiple other Defendants, HYUNDAI and KIA, vehicle models and years.

64. Also in November 2016 Transport Canada issued a similar recall for MY Kia Sportage vehicles for the Electrical Fire Defect (approximately 10,115 vehicles) explaining the following:

On certain vehicles, the connector pins within the Hydraulic Electronic Control Unit (HECU) assembly can corrode due to improper sealing of the HECU's wire harness cover. If moisture and road salt reaches the HECU's circuit board, electrical short circuits may occur to the circuit board, which could increase the risk of an underhood fire causing injury and/or property damage.

Similarly, the recall failed to disclose the HECU was constantly electrically charged, and the Defendant, KIA, did not offer to fix this aspect of the Electrical Fire Defect, nor warn that the Electrical Fire Defect extended to multiple other Defendants, HYUNDAI and KIA, vehicle models and years.

2018 Recalls of Affected Class Vehicles

65. Two years later, in January 2018, the Defendant, HYUNDAI, recalled in the United States MY 2006-2011 Hyundai Azera and MY 2006 Hyundai Sonata vehicles for the Electrical Fire Defect (approximately 87,854 vehicles). The Defendant, HMA, acknowledged the Electrical Fire Defect and its associated fire risk were related to the constantly charged ABS control module, and the proposed remedy was to install a relay in the vehicle's main junction box that would power down the HECU when the ignition switch was turned off. But the Defendant, HYUNDAI, failed to disclose that moisture entering the ABS control module posed a fire risk also while the car was on, and that the Electrical Fire Defect extended to multiple other Defendants, HYUNDAI and KIA, vehicle models and years.
66. Also in January 2018 Transport Canada issued a similar recall for MY 2006-2009 Hyundai Azera and MY 2006 Hyundai Sonata vehicles for the Electrical Fire Defect (approximately

3,364 vehicles) explaining the following:

On certain vehicles equipped with an anti-lock brake system (ABS), the ABS module remains power on when the vehicle is turned off. If moisture were to enter the module, over time, an electrical short could occur, which could increase the risk of an underhood fire causing injury and property damage.

Similarly, the proposed remedy was to install a relay in the vehicle's main junction box that would power down the ABS module when the ignition switch was turned off. But the Defendant, HYUNDAI, failed to disclose that moisture entering the ABS control module posed a fire risk also while the car was on, and that the Electrical Fire Defect extended to multiple other Defendants, HYUNDAI and KIA, vehicle models and years.

67. Starting in 2018, the Defendants came under public and political scrutiny in the United States for thousands of engine fire incidents, including those that are the subject of this proposed class proceedings, reported by consumers across North America, and for their failure to timely address and fix the affected vehicles.
68. In 2019, NHTSA's Office of Defects Investigation ("ODI") opened an investigation into the Defendants' practices after the Center for Auto Safety petitioned the agency to investigate the plague of non-collision fires in Hyundai and Kia vehicles. In response, the Defendants began issuing piecemeal recalls of many different vehicles, including some of the Affected Class Vehicles.

2020 Recalls of Affected Class Vehicles

69. In February 2020, Defendants recalled in the United States MY 2007-2010 Hyundai Elantra, MY 2009-2011 Hyundai Elantra Touring, MY 2007-2008 Hyundai Entourage, MY 2007 Hyundai Santa Fe, MY 2006-2010 Kia Sedona, and MY 2007-2009 Kia Sorento for the Electrical Fire Defect (approximately 704,940 vehicles). The Defendants admitted they had not ascertained the cause of the moisture entering the HECU, and that the continually powered ABS module posed a fire risk when the vehicle was turned off. The purported remedy was the same relay installation as in the earlier recall.

70. Also in February 2020, Transport Canada issued a similar recall for MY 2007-2010 Hynudai Elantra, MY 2009-2011 Hyundai Elantra Touring, MY 2007-2009 Hyundai Entourage, MY 2006-201Kia Sedona and MY2007-2009 Kia Sorento for the Electrical Fire Defect (approximately 54,416 vehicles) explaining the following:

Issue:

On certain vehicles equipped with an anti-lock brake system (ABS), moisture can enter the ABS control module and cause a short circuit.

Safety Risk:

A short circuit could create a fire risk. This can happen even if the vehicle is parked.

Issue:

On certain vehicles, moisture can enter the brake Hydraulic Electronic Control Unit (HECU) and cause a short circuit.

Safety Risk:

A short circuit could create a fire risk. This can happen even if the vehicle is parked.

71. In August and September 2020, the Defendants recalled in the United States MY 2013-2015 Kia Optima, MY 2014-2015 Kia Sorento, MY 2019 Kia Stinger, MY 2013-2015 Hyundai Santa Fe Sport, and MY 2019-2021 Hyundai Tucson (approximately 781,018 vehicles) for the Electrical-Fire Defect. The Defendant, HYUNDAI, claimed the Tucson vehicles had HECU components with defective circuit boards that could cause engine fires while parked or driving, blaming manufacturing quality control for the Electrical Fire Defect, and failing to provide a remedy other than inspection of the HECU. The Defendants claimed the Santa Fe Sport, Optima, and Sorento vehicles also had HECU components susceptible to electrical shorts and fires because of brake fluid leaking into the HECU. Again, the Defendants blamed improper manufacturing and provided only inspection and replacement of affected HECU components. The Defendant, KIA, claimed the Stingers were susceptible to engine fire originating from the HECU but admitted the cause of fire was unknown. Like

prior recalls, the hallmarks of the Electrical Fire Defect were present: short-circuiting HECU components resulting in engine fires, inadequate fixes or no fix at all, and instructions to park the vehicles outside and away from structures.

72. Also in August and September 2020, Transport Canada recalled MY 2014-2015 Kia Sorento, MY 2018-2021 Kia Stinger and MY 2013-2015 Hyundai Santa Fe Sport (approximately 77,300 vehicles) for the Electrical Fire Defect, explaining the following:

Issue:

On certain vehicles, brake fluid can enter the brake Hydraulic Electronic Control Unit (HECU) and cause a short circuit.

Note: This problem may cause the ABS warning light to turn on.

Safety Risk:

A short circuit could create a fire risk.

Like prior Transport Canada recalls, the hallmarks of the Electrical Fire Defect were present: short-circuiting HECU components resulting in engine fires, inadequate fixes or no fix at all, and instructions to park the vehicles outside and away from structures.

73. In December 2020, the Defendant, HYUNDAI, expanded its recall in the United States to include MY 2016-2018 Hyundai Tucson vehicles (nearly 500,000 additional vehicles) for the Electrical Fire Defect. The problem was the same—ABS modules that could short-circuit internally and cause an engine fire while parked or driving—and still no root cause was identified. The Defendant's, HYUNDAI's, purported remedy was to inspect and replace the fuse in these components with a lower amperage fuse to "limit the operating current of the ABS module" and update the Electronic Stability Control software.
74. In December 2020, the Defendant, KIA, also expanded its recall in the United States to include MY 2018, 2020-2021 Kia Stinger vehicles (nearly 19,000 additional vehicles) for the Electrical Fire Defect. These vehicles were equipped with the same HECU as the recalled Hyundai Tucsons.

75. In December 2020 Transport Canada also expanded its recall to include MY 2016-2021 Hyundai Tucson vehicles (approximately 144,700 vehicles) for the Electrical Fire Defect. Again, the problem was the same—ABS modules that could short-circuit internally and cause and an engine fire while parked or driving—and still no root cause was identified. The Defendant's, HYUNDAI's, purported remedy was to revise the ABS fuse wiring and update the ABS control module and recommended that the vehicle should be parked outdoors and away from other vehicles or structures.
76. In March 2021, the Defendant, KIA, recalled in the United States MY 2017-2021 Kia Sportage and MY 2017-2019 Kia Cadenza vehicles for the Electrical Fire Defect (approximately 379,931 vehicles). As a result of the fire risk emanating from the HECU location, the Defendant, KIA, warned drivers to "park outside and away from structures" to avoid catastrophic fires. Again, an electrical short could occur within the HECU, but Defendants did not know the cause.
77. One week later, in March 2021, the Defendant, HYUNDAI, recalled in the United States MY 2015-2016 Hyundai Genesis and MY 2017-2020 Hyundai Genesis G80 vehicles for the Electrical Fire Defect (approximately 94,646 vehicles). Consumers were advised to park their vehicles outside and away from structures until a new, lower amperage fuse could be installed in the ABS module to limit its operating current.
78. In April and May 2021 respectively, the Defendants, HYUNDAI and KIA, announced new recalls in the United States for MY 2013-2015 Hyundai Santa Fe Sport, MY 2013-2015 Kia Optima, and MY 2014-2015 Kia Sorento vehicles that had been subject to earlier recalls for the Electrical Fire Defect. The Defendants claimed these new recalls were necessary to offer a different "fix": installation of a new fuse with lower amperage in the HECU to limit overcurrent and shorting in the component.
79. In March 2021, Transport Canada recalled MY 2017-2020 Hyundai Genesis G80 and MY 2015-2016 Hyundai Genesis vehicles for the Electrical Fire Defect (approximately 4,756 vehicles). Again, the problem was the same—ABS modules that could short-circuit internally and cause and an engine fire while parked or driving—and still no root cause was identified.

80. In April 2021, Transport Canada recalled MY 2013-2016 Hyundai Santa Fe Sport vehicles for the Electrical Fire Defect (approximately 52,304 vehicle). Again, the problem was the same-brake fluid entering the HECU which could cause a short circuit. Canadian consumers were advised to park their vehicles outside and away from structures until a new, lower amperage fuse could be installed in the ABS module to limit its operating current.
81. In February 2022, the Defendants, HYUNDAI and KIA, recalled in the United States an additional 484,577 Hyundai and Kia vehicles for the Electrical Fire Defect: MY 2016-2018 Hyundai Santa Fe, MY 2017-2018 Santa Fe Sport, MY 2019 Santa Fe XL, MY 2014-2015 Hyundai Tucson, MY 2016-2018 Kia K900, and MY 2014-2016 Kia Sportage. As with prior recalls, the Defendants could not determine the root cause of the fire risk but pointed to short circuiting in the HECU or ABS module. The Defendants instructed American consumers to park their vehicles outside and away from other vehicles or structures until inspection or replacement of the HECU or ABS module and/or its fuse.
82. In February 2022, Transport Canada issued a recall for MY 2016-2018 Hyundai Santa Fe, MY 2017-2018 Santa Fe Sport, MY 2019 Santa Fe XL, 2014-2015 Tucson, MY 2016-2018 Kia K900 and MY 2014-2016 Kia Sportage (approximately 80926 vehicles) for the Electrical Fire Defect. As with prior Transport Canada recalls, the Defendants could not determine the root cause of the fire risk but pointed to short circuiting in the HECU or ABS module. The Defendants instructed Canadian consumers to park their vehicles outside and away from other vehicles or structures until inspection or replacement of the HECU or ABS module and/or its fuse.
83. All of Defendants' proposed recall remedies for the Electrical Fire Defect fail to eliminate the spontaneous engine compartment fire risk in the Affected Class Vehicles. The Defendants' first remedy proposed to replace the connector cover of the defective HECU. The Defendants' second remedy proposed to install a relay in the fuse box to stop the HECU's electrical current when the car is off. These two purported remedies do not fix the underlying issue of a HECU design that is already susceptible to moisture and electrical short, particularly while the car is in operation and the electrical current is active.
84. The Defendants' third remedy proposed installation of a lower amperage fuse into the

Affected Class Vehicles' HECU or HECU replacement altogether if the presence of a brake fluid leak is detected in the unit. It is unclear how this purported remedy will eliminate the fire risk, but more importantly, changing the fuse amperage has the capability to unintentionally affect or impair other vehicle components and functions, possibly endangering or damaging proposed Class Members.

85. To date, the Defendants have failed to identify the exact root cause of the Electrical Fire Defect or provide an adequate remedy.
86. Amidst all these recalls, in November 2020, NHTSA announced consent orders with the Defendants, HMA and KMA, for combined penalties of \$210 million dollars (USD) over a separate but equally troubling engine defect that caused engine failure and even fire. The consent orders and assessed penalties were the result of Hyundai and Kia's "untimely recalls of over 1.6 million vehicles...and inaccurately report[ing] certain information to NHTSA regarding the recalls."
87. Given the Defendants' slow issue of recalls over time for the same Electrical Fire Defect, the recent recall of additional vehicles for the first time, and persistent reports of non-collision engine fires across many models, the Plaintiff has reason to believe the Electrical Fire Defect extends beyond the Affected Class Vehicles plead here. As such, the Plaintiff and proposed Class Members reserve their right to amend the definition of Affected Class Vehicles as discovery warrants.

vi. The Defendants knew or ought to have known about the Electrical Fire Defect given their rigorous pre-sale durability testing

88. The Defendants are experienced in the design and manufacture of consumer vehicles. As experienced vehicle manufacturers, the Defendants conduct tests like pre-sale durability testing on incoming vehicles and components, including the HECU, to verify the parts are free from defects and align with the Defendants' specifications.
89. The Defendants have long touted the joint-testing facility they maintain in California, known as the "Proving Grounds." Opened in 2005, the Proving Grounds—a \$60 million dollar

(USD) facility—was designed as a test site for the next-generation Hyundai and Kia vehicles, reaffirming the companies commitment to designing, testing, and building Hyundai and Kia vehicles for North American consumers. All vehicles tested at the facility must pass a 30,000 miles accelerated durability test and a 100,000 miles field fleet durability test to be sold in North America. Such rigorous testing is intended to simulate up to five years wear and tear.

90. The Defendant, KIA, conducts expansive pre-sale durability testing on its vehicles to make sure they endure over a long time without fault. This pre-sale testing includes seven different types of durability tests: (1) an item durability test; (2) a module durability test; (3) a Belgian road test; (4) a high-speed test; (5) a corrosion test; (6) a P/T test; and (7) a vehicle test. The Defendant, KIA, conducts these tests in extreme weather conditions including coldness and heat.
91. In addition, the Defendant's, KIA's, validation testing is among the toughest in the automotive industry. Among other things, this validation testing runs the engine at maximum throttle (the maximum speed the engine can operate under) while under full load so as to stress the components as much as possible non-stop for 300 hours. After, the Defendant, KIA, does an "overrun spec" where it runs it over spec for 10–20 hours to make sure it can survive past the red line limits in order to make sure these products stay durable in the customers' hands.
92. Further, the Defendant, KIA, also uses the most extreme and rigorous vehicle testing program ever devised by the company. As part of this test, the Defendant, KIA, stimulates stop-and-go driving repeated over several times to put additional strain on the engine, transmission and HVAC systems and eliminate any possible flaws. In addition, at its Mojave Proving Grounds test site, the Defendant, KIA, utilizes a high-speed oval, gravel off-road tracks, high-vibration road surfaces, brake test facilities and different gradients that enable engineers to evaluate and refine the ride, handling, brakes and NVH of prototype and production vehicles.
93. Touting its safety and durability testing, the Defendant's, KIA's, website declares, "We put our engines through rigorous testing in the highest, hottest, and coldest places that a car

can possibly be before we put them in our cars."

94. Similarly, the Defendant, HYUNDAI, conducts durability testing on its vehicles that is like the Defendant's, KIA's, testing.
95. The Defendant, HYUNDAI, when talking about its safety and durability testing, even goes so far as to refer to an "added safety feature" called "Hyundai Assurance," claiming to "leave parts out in the sun for years on end to make sure they'll stand up to even the most extreme heat," "punish our vehicles over rough terrain, hairpin turns and pothole-riddled highways," and "simulate America's most demanding driving conditions, over and over and over again" so that Hyundai is "completely satisfied that every Hyundai is durable, reliable, and battle-tested."





All of our testing means it's ready for all of yours.

Our California Proving Grounds is a tough place. We leave parts out in the sun for years on end to make sure they'll stand up to even the most extreme heat. We punish our vehicles over rough terrain, hairpin turns and pothole-riddled highways. We simulate America's most demanding driving conditions, over and over and over again. We do all this until we're completely satisfied that every Hyundai is durable, reliable and battle-tested. Then we take what we learn to create some of the safest vehicles on the road. So you can rest assured knowing that your car can handle all the tests you throw at it.

96. The Electrical Fire Defect is precisely the type of defect that such rigorous pre-sale testing would reveal because the defect is a manufacturing and/or design defect in which the HECU is defective and present in the vehicles before they are ever driven. Particularly, given the Defendants' durability testing in varying climates and humidity, the HECU's susceptibility to moisture or other leaks would be evident after testing is complete. Consumers have also reported the Electrical Fire Defect early in the life of the car— so it is likely the Electrical Fire Defect could manifest well before the 30,000- or 100,000-mile distances to which the Defendants claim to test their vehicles.

vii. Despite knowledge of the Electrical Fire Defect, the Defendants marketed the Affected Class Vehicles as safe, durable, and reliable

97. The Defendants have long touted the safety, durability, and performance of their vehicles because they know safety is material to consumers.

98. The Defendants marketed the Affected Class Vehicles' safety, durability, performance, and warranties throughout the class period. This is reflected by the sales brochures the Defendants issued for various Affected Class Vehicles, which point to vehicle safety and the purported performance of their vehicles.

99. The Defendants marketed their vehicles to proposed Class Members as safe, reliable, and functional. Below are examples pulled from the Defendants' vehicle brochures:

QUALITY REPUTATION
Hyundai's reputation for quality is no hype. It's fact. The Hyundai Elantra received a 90% satisfaction rate from J.D. Power and Associates' 2009 Initial Quality Study.

WE VALUE YOUR SAFETY.
Six airbags. Electronic Stability Control. A Tire Pressure Monitoring System. Look at what comes standard on Elantra, and it's clear we value your safety.

2010 HYUNDAI ELANTRA

An exceptional level of standard safety includes seven airbags and a host of advanced electronic features, including blind spot monitoring.

2015 HYUNDAI SANTA FE SPORT



Hyundai Tucson
Highest Rated Small SUV in
Initial and Long-Term Quality*

2019 HYUNDAI TUCSON

OPTIMA With world-class engineering, outstanding performance and advanced safety systems, the 2013 Kia Optima gives you good reason to be passionate about driving a midsize sedan. It combines bold exterior styling, performance and a spacious, luxurious cabin. It also comes with a long list of technologically advanced features for your entertainment, convenience and safety. Like all Kia models, every Optima comes with an industry-leading 10-year/100,000-mile warranty program.

2013 KIA OPTIMA

The new 2014 Kia Sorento provides an outstanding combination of design and performance, featuring sophisticated styling and an available all-new, 290-hp 3.3L Gasoline Direct Injection (GDI) V6 engine. . . . The Sorento is also equipped with advanced active and passive safety features designed to ensure your peace of mind by helping you stay in control.

2014 KIA SORENTO

With a combination of the latest available amenities, outstanding performance and advanced safety systems, the Kia Sportage is the ideal compact crossover. . . . For your peace of mind, Sportage is equipped with a wide range of safety systems, including a Traction Control System (TCS) and Electronic Stability Control (ESC). The Sportage has also recently been recognized for its initial quality by J.D. Power, which awarded the 2013 model the "Highest Ranked Sub-Compact CUV in Initial Quality in a Tie."

2014 KIA SPORTAGE

100. The Defendants' brochures for other Affected Class Vehicles make similar claims about safety, durability, reliability, performance, and the technological prowess of their vehicles.
101. The Defendants developed, created, and controlled all the advertising, marketing, and point-of-sale materials for their respective Affected Class Vehicles. As such, the Defendants could and should have disclosed the Electrical Fire Defect to proposed Class Members in such materials.

viii. Defendants' warranties for the Affected Class Vehicles

102. The Defendants issue a New Vehicle Limited Warranty with each Affected Class Vehicle. Under this warranty, the Defendants agreed to repair defects within the earlier of five years or 60,000 miles.
103. The Defendants widely advertise that they offer the best warranty and an industry-leading warranty program, respectively. The Defendants provided these warranties, or substantially similar warranties, for all Affected Class Vehicles at all relevant times.
104. The Defendants evaded their warranty obligations by failing to disclose the Electrical Fire Defect to consumers and by refusing to repair or cover damages caused by the fire defect.
105. In many instances, consumers must pay for diagnosis of the Electrical Fire Defect—even though the Affected Class Vehicle was manufactured with the Electrical Fire Defect—and pay out of pocket for the repair or replacement costs arising from the Electrical Fire Defect.
106. In other instances, consumers that present their Affected Class Vehicles to the Defendants for warranty repairs are denied and informed nothing is wrong with their vehicle. As a result, after expiration of the warranty period, these proposed Class Members must pay for costly repairs related to the Electrical Fire Defect.
107. Since recalling some of the Affected Class Vehicles, many consumers complained that recall or remedy parts were unavailable through Hyundai and Kia dealerships, delaying help for aggrieved vehicle owners and/or lessees.

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

108. The Defendants, HYUNDAI and KIA, as the vehicle manufacturers, impliedly or expressly acknowledged that Hyundai and Kia authorized dealerships are their sales agents, the dealers have accepted that undertaking, they have the ability to control authorized Hyundai and Kia dealers, and they act as the principal in that relationship, as is shown by the following:

- (a) The Defendants can terminate the relationship with their dealers at will;
- (b) The relationships are indefinite;
- (c) The Defendants are in the business of selling vehicles as are their dealers;
- (d) The Defendants provide tools and resources for Hyundai and Kia dealers to sell vehicles;
- (e) The Defendants supervise their dealers regularly;
- (f) Without the Defendants the relevant Hyundai and Kia dealers would not exist;
- (g) The Defendants as the principal require the following of their dealers:
 - (i) Reporting of sales;
 - (ii) Computer network connection with the Defendants;
 - (iii) Training of dealers' 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 Hyundai and Kia dealerships;
- (vii) Certification of Defendants pre-owned vehicles;
- (viii) Reporting to the Defendants with respect to the car delivery, including reporting Plaintiffs' names, addresses, preferred titles, primary and business phone numbers, e-mail addresses, vehicle VIN numbers, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, vehicles' odometer readings, extended service contract sale designations, if any, and names of delivering dealership employees; and
- (ix) Displaying the Defendants' logos on signs, literature, products, and brochures within FCA dealerships.
- (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 their dealers with respect to:
 - (i) Financial incentives given to Hyundai and Kia dealer employees;
 - (ii) Locations of dealers;
 - (iii) Testing and certification of dealership personnel 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 each dealer, thereby directly controlling dealership profits.

- (j) Hyundai and Kia dealers sell Defendants vehicles on the Defendants behalf, pursuant to a "floor plan," and the Defendants dos not receive payment for their cars until the dealerships sell them.
- (k) Dealerships bear the Defendant brand names, use its logos in advertising and on warranty repair orders, post Hyundai 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 Hyundai and Kia dealers to follow the rules and policies of the Defendants in conducting all aspects of dealer business, including the delivery of the Defendants warranties described above, and the servicing of defective vehicles such as the Affected Class Vehicles.
- (m) The Defendants require their dealers 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 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 Hyundai and Kia dealers 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 Hyundai and Kia dealers 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 dealers' service and repair employees to be trained by the Defendants in the methods of repair of Hyundai and Kia-brand vehicles.

- (r) The Defendants audits Hyundai and Kia dealerships' sales and service departments and directly contact the customers of said dealers to determine their level of satisfaction with the sale and repair services provided by the dealers; dealers are then granted financial incentives or reprimanded depending on the level of satisfaction.
- (s) The Defendants require their dealers to provide it with monthly statements and records pertaining, in part, to dealers' sales and servicing of the Defendants vehicles.
- (t) The Defendants provides technical service bulletins and messages to their dealers detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects.
- (u) The Defendants provide their dealers with specially trained service and repair consultants with whom dealers are required by the Defendants to consult when dealers are unable to correct a vehicle defect on their own.
- (v) The Defendants require Hyundai and Kia-brand vehicle owners to go to authorized Hyundai and Kia dealers to obtain servicing under the Defendants warranties.
- (w) Hyundai and Kia dealers are required to notify the Defendants whenever a car is sold or put into warranty service.

Part 2:- RELIEF SOUGHT

1. The Plaintiff, on his own behalf and on behalf of the proposed Class Members, claims against the Defendants, HACC, HMC, HMA, HMMA, KCI, KMC, KMA and KMMA, 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 Affected Class Vehicles are equipped with a defective Hydraulic Electronic Control Unit in the Anti-Lock Brake System;
- (c) a declaration that the Defendants, HACC, HMC, HMA, HMMA, KCI, KMC, KMA and/or KMMA, were negligent in the design and/or manufacturing of the Affected Class Vehicles with a defective Hydraulic Electronic Control Unit in the Anti-Lock Brake System causing the Plaintiff and proposed Class Members to suffer damages;
- (d) a declaration that the Defendants, HACC, HMC, HMA, HMMA, KCI, KMC, KMA and/or KMMA:
 - (i) breached their duty of care to the Plaintiff and proposed Class Members;
 - (ii) breached express warranties as to the Affected Class Vehicles and are consequently liable to the Plaintiff and proposed Class Members for damages;
 - (iii) breached implied warranties or conditions of merchantability as to the Affected Class Vehicles and are consequently liable to the Plaintiff and proposed Class Members for damages pursuant to sections 18(a),(b) and 56 of the *Sale of Goods Act*, R.S.B.C. 1996 ("SGA"), 410; sections 16(2), (4) and 52 of the *Sale of Goods Act*, RSA 2000, c. S-2; sections 16(1), (2) and 52 of the *Sale of Goods Act*, RSS 1978, c. S-1; sections 16(a), (b) and 54 of *The Sale of Goods Act*, CCSM 2000, c. S10; sections 15(1), (2) and 51 of the *Sale of Goods Act*, RSO 1990, c. S-1; sections 16(a),(c) and 54 of the *Sale of Goods Act*, RSNL 1990, c. S-6 ; sections 17(a),(b) and 54 of the *Sale of Goods Act*, RSNS 1989, c. 408; sections 20(a),(b) and 67 of the *Sale of Goods Act*, RSNB 2016, c. 110; sections 16(a), (b) and 53 of the *Sale of Goods Act*, RSPEI 1988, c. S-1; sections 15(a), (b) and 60 of the *Sale of Goods Act*, RSY 2002, c. 198; sections 18(a),(b) and 60 of the *Sale of Goods Act*, RSNWT 1988, c. S-2; and sections 18(a),(b) and 60 of the *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2; and

- (iv) 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*, RSA 2000, c. C-26.3; Sections 6 and 7 of *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; Sections 2 and 3 of *The Business Practices Act*, CCSM c B120; Sections 14(1) and (2) of the *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A and Section 4 (1) of the *Consumer Product Warranty and Liability Act*, SNB 1978, c C-18.1, and are consequently liable to the Plaintiff and proposed Class Members for damages;
- (e) a declaration that it is not in the interests of justice to require that notice be given, where applicable, under the *BPCPA*; *Consumer Protection Act*, RSA 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; *The Business Practices Act*, CCSM c B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1, and waiving any such applicable notice provisions;
- (f) an Order for the statutory remedies available under the *BPCPA*; *Consumer Protection Act*, RSA 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; *The Business Practices Act*, CCSM c B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, SNB 1978, c C-18.1, including damages, cancellation and/or rescission of the purchase and/or lease of the Affected Class Vehicles;
- (g) an order directing the Defendants, HACC, HMC, HMA, HMMA, KCI, KMC, KMA and/or KMMA to advertise any adverse findings against them pursuant to section 172(3)(c) of the *BPCPA*; Section 19 of the *Consumer Protection Act*, RSA 2000, c. C-26.3; Section 93(1)(f) of *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; Section 23(2)(f) of *The Business Practices Act*, CCSM c B120; Section 18(11) of the *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A and Section 15 of the *Consumer Product Warranty and Liability Act*, SNB 1978, c C-18.1;

- (h) a declaration that the Defendants, HACC, HMC, HMA, HMMA, KCI, KMC, KMA and/or KMMA, breached sections 36 and/or 52 of the *Competition Act*, R.S.C 1985, c. C-34 and are consequently liable to the Plaintiff and proposed Class Members for damages;
- (i) a declaration that the Defendants, HACC, HMC, HMA, HMMA, KCI, KMC, KMA and/or KMMA, were unjustly enriched at the expense of the Plaintiff and proposed Class Members.
- (j) an order enjoining the Defendants, HACC, HMC, HMA, HMMA, KCI, KMC, KMA and/or KMMA, from continuing the unlawful and unfair business practices as alleged herein;
- (k) injunctive and/or declaratory relief requiring the Defendants, HACC, HMC, HMA, HMMA, KCI, KMC, KMA and/or KMMA, to recall, repair and/or replace the Hydraulic Electronic Control Unit in the Anti-Lock Brake System equipped in the Affected Class Vehicles and/or buy back all Affected Class Vehicles and to fully reimburse and make whole all proposed Class Members for all costs and economic losses associated therewith;
- (l) 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;
- (m) 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*;
- (n) damages, including actual, compensatory, incidental, statutory and consequential damages;
- (o) special damages;
- (p) punitive damages;

- (q) costs of investigation pursuant to section 36 of the *Competition Act*;
- (r) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- (s) such further and other relief as to this Honourable Court may seem just.

Part 3: LEGAL BASIS

Jurisdiction

1. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and proposed 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 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.

Causes of Action

Negligence

2. The Plaintiff and proposed Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
3. At all material times to the cause of action herein, the Plaintiff and proposed Class Members were using the Affected Class Vehicles for the purposes and manner for which they were intended. The Defendants as vehicle manufacturers, at all material times, owed a duty of care to the Plaintiff and proposed Class to provide a product that did not have a design and/or manufacturing defect. The Affected Class Vehicles pose a serious risk of injury, death and/or property damage to proposed Class Members on account of the Electrical Fire Defect.
4. The Defendants as the designer, engineer, manufacturer, promoter, marketer and distributor of the Affected Class Vehicles, intended for use by ordinary consumers, owed a duty of care to the Plaintiff and proposed Class Members to ensure that the Affected Class Vehicles were reasonably safe for use.
5. The Defendants owed a duty of care to the proposed Class. This duty of care was breached by the Defendants failure to ensure that moisture did not enter, or accumulate within, the HECU so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off.
6. At all material times, the Defendants owed a duty of care to the Plaintiff and proposed Class Members and breached that standard of care expected in the circumstances. They knew of the Electrical Fire Defect, yet they continued to equip the Affected Class Vehicles with a defective HECU in the ABS.
7. The Defendants owed the Plaintiff and proposed Class Members a duty to carefully monitor

the safety and post-market performance of the HECU in the Affected Class Vehicles. The Defendants had a duty to warn or promptly warn the Plaintiff and proposed Class Members of the dangers associated with the use of the Affected Class Vehicles. They failed to promptly, or at all, recall the Affected Class Vehicles from the Canadian market upon discovering the Electrical Fire Defect, which could cause serious personal injury, death and/or property damage, in conditions of ordinary use and which otherwise reduced the value of the Affected Class Vehicles and resulted in costs associated with the loss of use of the Affected Class Vehicles.

8. The circumstances of the Defendants being in the business of designing, manufacturing and placing the Affected Class Vehicles into the Canadian stream of commerce are such that the Defendants are in a position of legal proximity to the Plaintiff and proposed Class Members, and therefore are under an obligation to be fully aware of safety when designing, manufacturing, assembling and selling a product such as the Affected Class Vehicles.
9. It was reasonably foreseeable that a failure by the Defendants to design and/or manufacturer a HECU that was properly sealed so as to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, and take corrective measures when required, would cause harm to the Plaintiff and proposed Class Members.
10. The Plaintiff and proposed Class Members had no knowledge of the Electrical Fire Defect in the Affected Class Vehicles and had no reason to suspect the Electrical Fire Defect.
11. The Defendants knew or ought to have known that the Affected Class Vehicles contained a defective HECU, which, in the absence of reasonable care in the design, manufacture and/or assembly of the HECU in the ABS equipped in the Affected Class Vehicles, presented a serious safety hazard to drivers and passengers of the Affected Class Vehicles resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off caused by a short circuit.
12. As such, the Defendants through their employees, officers, directors, and agents, failed to

meet the reasonable standard of care or conduct expected in the circumstances in that:

- (a) they knew, or ought to have known, about the Electrical Fire Defect in the Affected Class Vehicles and should have timely warned the Plaintiff and proposed Class Members;
- (b) they designed, developed, manufactured, tested, assembled, marketed, advertised, distributed, supplied and/or sold vehicles equipped with a defective HECU;
- (c) they failed to timely warn the Plaintiff, proposed Class Members and/or consumers about the Electrical Fire Defect in the Affected Class Vehicles, which presented a serious safety hazard to drivers and passengers;
- (d) they failed to change the design, manufacture and/or assembly of the defective HECU in the ABS equipped in the Affected Class Vehicles in a reasonable and timely manner;
- (e) they failed to properly inspect and test the HECU in the ABS equipped in the Affected Class Vehicles;
- (f) they knew, or ought to have known, about the Electrical Fire Defect in the Affected Class Vehicles but failed to disclose it;
- (g) they failed to timely issue and implement safety, repair and/or replacement recalls of the Affected Class Vehicles with the defective HECU in the ABS equipped in the Affected Class Vehicles;
- (h) the Electrical Fire Defect presented a serious safety hazard to drivers and passengers of the Affected Class Vehicles resulting from spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off caused by a short circuit;
- (i) notwithstanding that they foresaw personal injury and the loss of property of the

drivers and passengers in the Affected Class Vehicles, they failed or failed to promptly eliminate or correct the Electrical Fire Defect in the Affected Class Vehicles; and

- (j) 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 it as an automobile manufacturer.

13. As a result of the Electrical Fire Defect in the Affected Class Vehicles by reason of the Defendants negligence and their failure to disclose and/or adequately warn of the Electrical Fire Defect, the Plaintiff and proposed Class Members have suffered damages and will continue to suffer damages. The value of each of the Affected Class Vehicles is reduced. The Plaintiff and each proposed Class Member must expend the time to have his/her vehicle repaired and/or recalled and be without their vehicle. The Defendants should compensate the Plaintiff and each proposed Class Member for their incurred out-of-pocket expenses for, *inter alia*, alternative transportation and vehicle payments as a result of the Electrical Fire Defect.

Breach of Express Warranty

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

15. As an express warrantor and manufacturer and merchant, the Defendants had certain obligations to conform the HECU in the ABS equipped in the Affected Class Vehicles to their express warranties.

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

17. When the Plaintiff and proposed Class Members purchased and/or leased their vehicles with the HECU (either as new vehicles or as used vehicles with remaining warranty coverage), the Defendants expressly warranted under their warranties that they would correct any vehicle defect found within the warranty period, and cover all towing, parts, and labor needed to correct the defect.
18. The warranties of the Defendants formed a basis of the bargain that was reached when the Plaintiff and proposed Class Members purchased and/or leased the Affected Class Vehicles.
19. The Electrical Fire Defect at issue in this litigation was present at the time vehicles equipped with the defective HECU were sold and leased to Plaintiff and proposed Class Members.
20. The Defendants breached their express warranties (and continue to breach these express warranties) because they did not and have not corrected the Electrical Fire Defect in the Affected Class Vehicles with the defective HECU.
21. Pursuant to their express warranties, the Defendants were obligated to correct any defect in the HECU in the ABS equipped in the Affected Class Vehicles owned or leased by the Plaintiff and proposed Class Members.
22. Although the Defendants were obligated to correct the defective HECU, none of the purported, attempted fixes to the Electrical Fire Defect are adequate under the terms of the warranty, as they did not cure the Electrical Fire Defect.
23. The Defendants and their agent dealers have failed and refused to conform the defective HECU to their express warranties. The Defendants conduct, as averred to herein, has voided any attempt on their part to disclaim liability for their actions.
24. In particular, the Defendants breached their express warranties by:
 - (a) knowingly providing the Plaintiff and proposed Class Members with the Affected Class Vehicles containing defects in material that were never disclosed to the

Plaintiff and proposed Class Members;

- (b) failing to repair or replace the Affected Class Vehicles equipped with the defective HECU at no cost within the warranty period;
 - (c) ignoring, delaying responses to and denying warranty claims in bad faith; and
 - (d) supplying products and materials that failed to conform to their representations.
25. The Plaintiff and proposed Class Members have performed each and every duty required of them under the terms of the warranties, except as may have been excused or prevented by the conduct of the Defendants or by operation of law in light of the Defendants, conduct as described herein.
26. The Plaintiff and proposed Class Members have given the Defendants a reasonable opportunity to cure their breach of express warranties or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs and/or replacements offered by the Defendants can neither cure the Electrical Fire Defect in the Affected Class Vehicles nor resolve the incidental and consequential damages flowing therefrom.
27. The Defendants received timely notice regarding the Electrical Fire Defect from the Plaintiff and proposed Class Members when they brought their vehicles to their dealerships. The Defendants also received notice through complaints made by other consumers, NHTSA and to Transport Canada. Notwithstanding such notice, the Defendants have failed and refused to offer an effective remedy.
28. In their capacity as a supplier and/or warrantor, and by the conduct described herein, any attempt by the Defendants to limit their express warranties in a manner that would enforce the 5 year/100,000 kilometers limit would be unconscionable. The Defendants' warranties were adhesive, and did not permit negotiation, or the inclusion of design and/or manufacturing defects. The Defendants possessed superior knowledge of the defects in the HECU prior to offering the Affected Class Vehicles for sale. The Defendants concealed and

did not disclose the Electrical Fire Defect, and the Defendants, did not remedy the defect prior to sale (or afterward). Any effort to otherwise limit liability for the design and/or manufacturing defect is null and void.

29. Further, because the Defendants have been unable to remedy the Electrical Fire Defect, the limitation on remedies included in the warranty fails its essential purpose and is null and void.
30. The Plaintiff and proposed Class Members have suffered damages caused by the Defendants' breach of their express warranties and are entitled to recover damages, including but not limited to diminution of value.

Breach of the Implied Warranty or Condition of Merchantability pursuant to the SGA and Parallel Provincial Sale of Goods Legislation

31. The Plaintiff and proposed Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
32. The Defendants are a "seller" with respect to motor vehicles within the meaning of the SGA, *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, pursuant to their agency relationship with their authorized dealers, distributors, resellers, retailers and/or intermediaries.
33. The Defendants are, and were, at all relevant times a seller with respect to Affected Class Vehicles equipped with the defective HECU. The Defendants directly sold and marketed vehicles equipped with the defective HECU to customers through authorized dealers, like those from whom Plaintiff and proposed Class Members bought 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 HECU would and did pass unchanged

from the authorized dealers to the Plaintiff and proposed Class Members, with no modification to the HECU in the ABS equipped in the Affected Class Vehicles.

34. 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*, RSA 2000, c. S-2; sections 16(1) and (2) of the *Sale of Goods Act*, RSS 1978, c. S-1; sections 16(a) and/or (b) of *The Sale of Goods Act*, CCSM 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*, RSNL 1990, c. S-6 ; sections 17(a) and/or (b) of the *Sale of Goods Act*, RSNS 1989, c. 408; sections 20(a) and/or (b) of the *Sale of Goods Act*, RSNB 2016, c. 110; sections 16(a) and/or (b) of the *Sale of Goods Act*, RSPEI 1988, c. S-1; sections 15(a) and/or (b) of the *Sale of Goods Act*, RSY 2002, c. 198; sections 18(a) and/or (b) of the *Sale of Goods Act*, RSNWT 1988, c. S-2; and sections 18(a) and (b) of the *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2,
35. The Defendants marketed, distributed and/or sold the Affected Class Vehicles in Canada, including the Province of British Columbia, as safe and reliable vehicles through independent retail dealers and/or authorized dealerships. Such representations formed the basis of the bargain in the Plaintiff's and proposed Class Members' decisions to purchase and/or lease the Affected Class Vehicles.
36. Vehicles equipped with the HECU were defective at the time they left the possession of the Defendants. The Defendants knew of this defect at the time these transactions occurred. Thus, vehicles equipped with the defective HECU, when sold and at all times thereafter, were not in merchantable condition or quality and were not fit for their ordinary intended purpose.
37. The Plaintiff and proposed Class Members purchased and/or leased the Affected Class Vehicles from the Defendants through their 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 proposed Class Members and the Defendants, as to their Affected Class Vehicles. Alternatively, privity of contract need not be established nor is it required because the Plaintiff and proposed 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.

38. 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 proposed 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.
39. The Defendants knew or had reason to know of the specific use for which the Affected Class Vehicles were purchased or leased.
40. As a result of the Electrical Fire Defect, the Affected Class Vehicles were not in merchantable condition when sold and are not fit for the ordinary purpose of providing safe and reliable transportation.
41. The Defendants knew about the Electrical Fire Defect in the Affected Class Vehicles, allowing them to cure their breach of warranty if they chose.
42. At all times that the Defendants warranted and sold their Affected Class Vehicles, they knew or ought to have known that their warranties were false and yet they did not disclose the truth or stop manufacturing or selling their 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 their resellers, authorized dealers and/or distributors which sold the Affected Class Vehicles and the Affected Class Vehicles were, therefore, still defective when they reached Plaintiff and proposed Class Members.

43. The Defendants attempts to disclaim or limit the implied warranty of merchantability vis-à-vis the Plaintiff, proposed 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, proposed Class Members and/or consumers about the Electrical Fire Defect in the Affected Class Vehicles. The time limits contained in the Defendants warranty periods were also unconscionable and inadequate to protect the Plaintiff and proposed Class Members. Among other things, the Plaintiff and proposed 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 proposed Class Members, and the Defendants knew that the Affected Class Vehicles were equipped with a defective HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, all of which posed a serious risk of harm, injury and/or property damage to the Plaintiff and proposed Class Members.
44. The Plaintiff and proposed 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.
45. As a direct and proximate result of the Defendants breach of implied warranties or conditions of merchantability, the Plaintiff and proposed Class Members have suffered loss, diminution and/or damage as a result of the Electrical Fire Defect in the Affected Class Vehicles pursuant to sections 56 of the SGA, section 52 of the *Sale of Goods Act*, RSA 2000, c. S-2; section 52 of the *Sale of Goods Act*, RSS 1978, c. S-1; section 54 of *The Sale of Goods Act*, CCSM 2000, c. S10; section 51 of the *Sale of Goods Act*, RSO 1990, c. S.1; section 54 of the *Sale of Goods Act*, RSNL 1990, c. S-6 ; section 54 of the *Sale of Goods Act*, RSNS 1989, c. 408; section 67 of the *Sale of Goods Act*, RSNB 2016, c. 110; section 53 of the *Sale of Goods Act*, RSPEI 1988, c. S-1; section 60 of the *Sale of Goods Act*, RSY 2002, c. 198; section 60 of the *Sale of Goods Act*, RSNWT 1988, c. S-2; and section 60 of

the *Sale of Goods Act*, RSNWT (Nu) 1988, c. S-2,

Breach of Provincial Consumer Protection Legislation

BPCPA

46. The Plaintiff and proposed Class Members in British Columbia hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
47. The Defendants are in British Columbia for the purposes of the *BPCPA*.
48. The Affected Class Vehicles are consumer "goods" within the meaning of section 1(1) of the *BPCPA*.
49. The Plaintiff and proposed 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*.
50. The purchase and/or lease of the Affected Class Vehicles by the Plaintiff and proposed 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*.
51. The Defendants are a "supplier" within the meaning of section 1(1) of the *BPCPA* as they 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*. The Defendants are the vehicle manufacturers of the Affected Class Vehicles and distribute, market and/or supply such vehicles to consumers including proposed Class Members in British Columbia. At all relevant times, the Defendants were a supplier and/or seller of the Affected Class Vehicles

as their resellers, authorized dealers and/or distributors were acting as the agents of the Defendants.

52. By failing to disclose and actively concealing the Electrical Fire Defect in the Affected Class Vehicles, the Defendants engaged in unfair and deceptive trade practices prohibited by sections 4 and 5 of the *BPCPA*. The Defendants knew that the Affected Class Vehicles were equipped with a defective HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, all of which posed a serious risk of harm, injury and/or property damage to the Plaintiff and proposed Class Members, but yet failed to adequately warn consumers.
53. As alleged herein, the Defendants made misleading representations and omissions concerning the benefits, performance and/or safety of the ABS equipped in the Affected Class Vehicles.
54. In purchasing and/or leasing the Affected Class Vehicles, the Plaintiff and proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
55. In particular, the Defendants engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to the Plaintiff and proposed Class Members that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, as follows:
 - (a) failing to disclose that the Affected Class Vehicles, including the HECU, were not of a particular standard, quality, or grade;
 - (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected

Class Vehicles, including the Electrical Fire Defect;

- (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the HECU, were not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the HECU in the ABS equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendants possessed exclusive knowledge of the inherent defect in the HECU before and at the time of purchase and/or lease;
- (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the HECU in the Affected Class Vehicles was defective, even though the Defendants knew about the Electrical Fire Defect; and
- (f) representing that the Electrical Fire Defect in the Affected Class Vehicles would be covered under its warranty program.

56. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in British Columbia were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect such that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off.

57. By failing to disclose and actively concealing the Electrical Fire Defect, the Defendants engaged in unfair or deceptive acts or practices prohibited by sections 4 and 5 of the BPCPA.

58. Further, as alleged herein, the Defendants made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class

Vehicles, in particular as to the HECU in the ABS equipped in the Affected Class Vehicles by:

- (a) publishing owners' manuals that made materially misleading omissions concerning vehicle safety and purported performance which uniformly omitted any warning to consumers that the HECU was improperly or inadequately sealed to prevent moisture, or other leaks, from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off;
- (b) advertisements which uniformly omitted any information about the Electrical Fire Defect and which misled consumers into believing that the HECU would function properly; and
- (c) emphasizing and extolling in brochures the safety, durability and performance of the Affected Class Vehicles.

59. The Defendants conduct as alleged herein was, and is, in violation of sections 4 and 5 of the *BPCPA*, in particular, by:

- (a) representing that the Affected Class Vehicles, including the HECU, was defect-free and did not pose a safety hazard, which it did not;
- (b) representing that the Affected Class Vehicles, including the HECU, were of a particular standard, quality or grade, when they were not;
- (c) advertising the Affected Class Vehicles, including the HECU, with intent not to sell them as advertised; and
- (d) representing that the Affected Class Vehicles, including the HECU, have been supplied in accordance with a previous representation as to benefits, performance and/or safety, when they have not.

60. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in British Columbia were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect and/or their representations made as to the benefits, performance and/or safety of the Affected Class Vehicles in their sales brochure materials, manuals, press releases and/or websites.
61. The Defendants intentionally and knowingly misrepresented and omitted material facts regarding their Affected Class Vehicles, specifically regarding the Electrical Fire Defect, with an intent to mislead the Plaintiff and proposed Class Members.
62. In purchasing and/or leasing the Affected Class Vehicles, the Plaintiff and proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
63. The Plaintiff and proposed Class Members had no way of knowing of the Defendants representations were false, misleading and incomplete or knowing the true nature of the Electrical Fire Defect in the Affected Class Vehicles. As alleged herein, the Defendants engaged in a pattern of deception in the face of a known fire defect in the Affected Class Vehicles. The Plaintiff and proposed Class Members did not, and could not, unravel the Defendants deception on their own.
64. The Defendants knew, or ought to have known, that their conduct violated sections 4 and 5 of the BPCPA.
65. The Defendants owed the Plaintiff and proposed Class Members a duty to disclose the truth about the Electrical Fire Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendants:
 - (a) possessed exclusive knowledge of the Electrical Fire Defect in the Affected Class Vehicles;
 - (b) intentionally concealed the foregoing from the Plaintiff and proposed Class Members; and/or

(c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had a fire defect.

66. The Defendants had a duty to disclose that the HECU in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and the Plaintiff and proposed Class Members relied on the Defendants material misrepresentations and omissions regarding the Affected Class Vehicles and the Electrical Fire Defect.
67. The Defendants conduct proximately caused injuries to the Plaintiff and proposed Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
68. The Plaintiff and proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendants conduct in that Plaintiff and proposed Class Members incurred costs related to the Electrical Fire Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.
69. The Defendants violations cause continuing injuries to the Plaintiff and proposed Class Members. The Defendants unlawful acts and practices complained of herein affect the public interest.
70. The Defendants knew of the defective HECU and that the Affected Class Vehicles were materially compromised by the Electrical Fire Defect.
71. The facts concealed and omitted by the Defendants from the Plaintiff and proposed 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 the Plaintiff and proposed Class Members known about the defective nature of the HECU in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.

72. The Plaintiff's and proposed Class Members' injuries were directly or proximately caused by the Defendants unlawful and deceptive business practices.
73. As a result of the Defendants conduct as alleged herein, proposed Class Members in British Columbia are entitled to a declaration under section 172(1)(a) of the *BPCPA* that an act or practice engaged in by the Defendants in respect to the purchase and/or lease of the Affected Class Vehicles contravenes the *BPCPA*, an injunction under section 172(1)(b) of the *BPCPA* to restrain such conduct and/or damages under section 171 of the *BPCPA*.
74. Proposed Class Members in British Columbia are entitled, to the extent necessary, a waiver of any notice requirements under section 173(1) the *BPCPA*, as a result of the Defendants failure to disclose and/or actively conceal the Electrical Fire Defect from proposed Class Members in British Columbia and their misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles.

Consumer Protection Act, RSA 2000, c. C-26.3 ("*Alberta CPA*")

75. Proposed Class Members in Alberta hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
76. The Defendants are in Alberta for the purposes of the *Alberta CPA*.
77. The Affected Class Vehicles are consumer "goods" within the meaning of section 1(1)(e)(i) of the *Alberta CPA*.
78. Proposed Class Members in Alberta 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)(b)(i) of the *Alberta CPA*.
79. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in Alberta 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)(c)(i) of the

Alberta CPA.

80. The Defendants are a "supplier" within the meaning of section 1(1)(i),(ii) and/or (iii) of the *Alberta CPA* as they carried on business in Alberta 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 *Alberta CPA*. The Defendants are the vehicle manufacturers of the Affected Class Vehicles and distribute, market and/or supply such vehicles to consumers including proposed Class Members in Alberta. At all relevant times, the Defendants were a supplier and/or seller of the Affected Class Vehicles as their resellers, authorized dealers and/or distributors were acting as the agents of the Defendants
81. By failing to disclose and actively concealing the Electrical Fire Defect in the Affected Class Vehicles, the Defendants engaged in unfair and deceptive trade practices prohibited by sections 5 and 6 of the *Alberta CPA*. The Defendants knew that the Affected Class Vehicles were equipped with a defective HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, all of which posed a serious risk of harm, injury and/or property damage to the Plaintiff and proposed Class Members, but yet failed to adequately warn consumers.
82. As alleged herein, the Defendants made misleading representations and omissions concerning the benefits, performance and/or safety of the ABS equipped in the Affected Class Vehicles.
83. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
84. In particular, the Defendants engaged in a pattern of unfair or deceptive acts or practices

in failing to disclose to proposed Class Members that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, as follows:

- (a) failing to disclose that the Affected Class Vehicles, including the HECU, were not of a particular standard, quality, or grade;
- (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Electrical Fire Defect;
- (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the HECU, were not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the HECU in the ABS equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendants possessed exclusive knowledge of the inherent defect in the HECU before and at the time of purchase and/or lease;
- (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the HECU in the Affected Class Vehicles was defective, even though the Defendants knew about the Electrical Fire Defect; and
- (f) representing that the Electrical Fire Defect in the Affected Class Vehicles would be covered under their warranty program.

85. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in Alberta were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect such that the HECU was improperly or inadequately sealed to

prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off.

86. By failing to disclose and actively concealing the Electrical Fire Defect, the Defendants engaged in unfair or deceptive acts or practices prohibited by sections 5 and 6 of the *Alberta CPA*.

87. Further, as alleged herein, the Defendants made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the HECU in the ABS equipped in the Affected Class Vehicles by:

(a) publishing owners' manuals that made materially misleading omissions concerning vehicle safety and purported performance which uniformly omitted any warning to consumers that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off;

(b) advertisements which uniformly omitted any information about the Electrical Fire Defect and which misled consumers into believing that the HECU would function properly; and

(c) emphasizing and extolling in brochures the safety, durability and performance of the Affected Class Vehicles.

88. The Defendants conduct as alleged herein was, and is, in violation of sections 5 and 6 of the *Alberta CPA*, in particular, by:

(a) representing that the Affected Class Vehicles, including the HECU, were defect-free and did not pose a safety hazard, which it did not;

- (b) representing that the Affected Class Vehicles, including the HECU, were of a particular standard, quality or grade, when they were not;
- (c) advertising the Affected Class Vehicles, including the HECU, with intent not to sell them as advertised; and
- (d) representing that the Affected Class Vehicles, including the HECU, have been supplied in accordance with a previous representation as to benefits, performance and/or safety, when they have not.

- 89. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members in Alberta were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect and/or their representations made as to the benefits, performance and/or safety of the Affected Class Vehicles in their sales brochure materials, manuals, press releases and/or websites.
- 90. The Defendants intentionally and knowingly misrepresented and omitted material facts regarding their Affected Class Vehicles, specifically regarding the Electrical Fire Defect, with an intent to mislead proposed Class Members.
- 91. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
- 92. Proposed Class Members had no way of knowing of the Defendants representations were false, misleading and incomplete or knowing the true nature of the Electrical Fire Defect in the Affected Class Vehicles. As alleged herein, the Defendants engaged in a pattern of deception in the face of a known fire defect in the Affected Class Vehicles. Proposed Class Members did not, and could not, unravel the Defendants deception on their own.
- 93. The Defendants knew, or ought to have known, that their conduct violated sections 5 and 6 of the *Alberta CPA*.

94. The Defendants owed proposed Class Members a duty to disclose the truth about the Electrical Fire Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendants:
- (a) possessed exclusive knowledge of the Electrical Fire Defect in the Affected Class Vehicles;
 - (b) intentionally concealed the foregoing from proposed Class Members; and/or
 - (c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had a fire defect.
95. The Defendants had a duty to disclose that the HECU in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and proposed Class Members relied on the Defendants material misrepresentations and omissions regarding the Affected Class Vehicles and the Electrical Fire Defect.
96. The Defendants conduct proximately caused injuries to the proposed Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
97. Proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendants conduct in that proposed Class Members incurred costs related to the Electrical Fire Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.
98. The Defendants violations cause continuing injuries to proposed Class Members. The Defendants unlawful acts and practices complained of herein affect the public interest.
99. The Defendants knew of the defective HECU and that the Affected Class Vehicles were materially compromised by the Electrical Fire Defect.
100. The facts concealed and omitted by the Defendants from the proposed 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 the proposed Class Members known about the defective nature of the HECU in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.

101. Proposed Class Members' injuries were directly or proximately caused by the Defendants unlawful and deceptive business practices.
102. As a result of the Defendants breaches of the *Alberta CPA*, proposed Class Members in Alberta are entitled to damages or alternatively, rescission or restitution under sections 13(1) and (2) and 142.1 of the *Alberta CPA*, a declaration under section 13(2)(a) of the *Alberta CPA* that a practice of the Defendants is unfair, and an injunction under section 13(2)(e) of the *Alberta CPA* to restrain such conduct.
103. Proposed Class Members in Alberta are entitled, to the extent necessary, a waiver of any notice requirements under section 7.1(1) of the *Alberta CPA*, as a result of the Defendants failure to disclose and/or actively conceal the Electrical Fire Defect from proposed Class Members in Alberta and their misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles.

Consumer Protection and Business Practices Act, Statutes of Saskatchewan, 2014, c. C-30.2
("Saskatchewan CPBPA")

104. Proposed Class Members in Saskatchewan hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
105. The Defendants are in Saskatchewan for the purposes of the *Saskatchewan CPBPA*.
106. The Affected Class Vehicles are consumer "goods" within the meaning of section 2(e) of the *Saskatchewan CPBPA*.
107. Proposed Class Members in Saskatchewan 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 2(b) of the *Saskatchewan CPBPA*.

108. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in Saskatchewan for personal, family or household purposes, and not for resale or for carrying on business constitutes a “consumer transaction” under the *Saskatchewan CPBPA*.
109. The Defendants are a “supplier” within the meaning of section 2(i) of the *Saskatchewan CPBPA* as they carried on business in Saskatchewan 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 *Saskatchewan CPBPA*. The Defendants are the vehicle manufacturers of the Affected Class Vehicles and distribute, market and/or supply such vehicles to consumers including proposed Class Members in Saskatchewan. At all relevant times, the Defendants were a supplier and/or seller of the Affected Class Vehicles as their resellers, authorized dealers and/or distributors were acting as the agents of the Defendants.
110. By failing to disclose and actively concealing the Electrical Fire Defect in the Affected Class Vehicles, the Defendants engaged in unfair and deceptive trade practices prohibited by sections 6 and 7 of the *Saskatchewan CPBPA*. The Defendants knew that the Affected Class Vehicles were equipped with a defective HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle’s engine compartment while driving or even when the vehicle is parked and turned off, all of which posed a serious risk of harm, injury and/or property damage to the Plaintiff and proposed Class Members, but yet failed to adequately warn consumers.
111. As alleged herein, the Defendants made misleading representations and omissions concerning the benefits, performance and/or safety of the ABS equipped in the Affected Class Vehicles.

112. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
113. In particular, the Defendants engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to proposed Class Members that the HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, as follows:
- (a) failing to disclose that the Affected Class Vehicles, including the HECU, were not of a particular standard, quality, or grade;
 - (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Electrical Fire Defect;
 - (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the HECU, were not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
 - (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the HECU in the ABS equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendants possessed exclusive knowledge of the inherent defect in the HECU before and at the time of purchase and/or lease;
 - (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the HECU in the Affected Class Vehicles was defective, even though the Defendants knew about the Electrical Fire Defect; and
 - (f) representing that the Electrical Fire Defect in the Affected Class Vehicles would be

covered under their warranty program.

114. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in Saskatchewan were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect such that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off.
115. By failing to disclose and actively concealing the Electrical Fire Defect, the Defendants engaged in unfair or deceptive acts or practices prohibited by sections 6 and 7 of the *Saskatchewan CPBPA*.
116. Further, as alleged herein, the Defendants made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the HECU in the ABS equipped in the Affected Class Vehicles by:
 - (a) publishing owners' manuals that made materially misleading omissions concerning vehicle safety and purported performance which uniformly omitted any warning to consumers that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off;
 - (b) advertisements which uniformly omitted any information about the Electrical Fire Defect and which misled consumers into believing that the HECU would function properly; and
 - (c) emphasizing and extolling in brochures the safety, durability and performance of the Affected Class Vehicles.
117. The Defendants conduct as alleged herein was, and is, in violation of sections 6 and 7 of

the *Saskatchewan CPBPA*, in particular, by:

- (a) representing that the Affected Class Vehicles, including the HECU, were defect-free and did not pose a safety hazard, which it did not;
- (b) representing that the Affected Class Vehicles, including the HECU, were of a particular standard, quality or grade, when they were not;
- (c) advertising the Affected Class Vehicles, including the HECU, with intent not to sell them as advertised; and
- (d) representing that the Affected Class Vehicles, including the HECU, have been supplied in accordance with a previous representation as to benefits, performance and/or safety, when they have not.

118. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members in Saskatchewan were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect and/or their representations made as to the benefits, performance and/or safety of the Affected Class Vehicles in their sales brochure materials, manuals, press releases and/or websites.

119. The Defendants intentionally and knowingly misrepresented and omitted material facts regarding their Affected Class Vehicles, specifically regarding the Electrical Fire Defect, with an intent to mislead proposed Class Members.

120. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.

121. Proposed Class Members had no way of knowing of the Defendants representations were false, misleading and incomplete or knowing the true nature of the Electrical Fire Defect in the Affected Class Vehicles. As alleged herein, the Defendants engaged in a pattern of deception in the face of a known fire defect in the Affected Class Vehicles. Proposed Class

Members did not, and could not, unravel the Defendants deception on their own.

122. The Defendants knew, or ought to have known, that their conduct violated sections 6 and 7 of the *Saskatchewan CPBPA*.
123. The Defendants owed proposed Class Members a duty to disclose the truth about the Electrical Fire Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendants:
 - (a) possessed exclusive knowledge of the Electrical Fire Defect in the Affected Class Vehicles;
 - (b) intentionally concealed the foregoing from proposed Class Members; and/or
 - (c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had a fire defect.
124. The Defendants had a duty to disclose that the HECU in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and proposed Class Members relied on the Defendants material misrepresentations and omissions regarding the Affected Class Vehicles and the Electrical Fire Defect.
125. The Defendants conduct proximately caused injuries to the proposed Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
126. Proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendants conduct in that proposed Class Members incurred costs related to the Electrical Fire Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.
127. The Defendants violations cause continuing injuries to proposed Class Members. The Defendants unlawful acts and practices complained of herein affect the public interest.

128. The Defendants knew of the defective HECU and that the Affected Class Vehicles were materially compromised by the Electrical Fire Defect.
129. The facts concealed and omitted by the Defendants from the proposed 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 the proposed Class Members known about the defective nature of the HECU in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.
130. Proposed Class Members' injuries were directly or proximately caused by the Defendants unlawful and deceptive business practices.
131. As a result of the Defendants unfair practices in breach of the *Saskatchewan CPBPA*, proposed Class Members in Saskatchewan are entitled to damages, restitution and/or an injunction restraining the Defendants from continuing the unfair practices pursuant to sections 93 (1) (a),(b) and (c) of the *Saskatchewan CPBPA*.
132. Proposed Class Members in Saskatchewan are entitled, to the extent necessary, a waiver of any applicable notice requirements under the *Saskatchewan CPBPA*, as a result of the Defendants failure to disclose and/or actively conceal the Electrical Fire Defect from proposed Class Members in Saskatchewan and their misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles.

The Business Practices Act, CCSM c.B120 ("*Manitoba BPA*")

133. Proposed Class Members in Manitoba hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
134. The Defendants are in Manitoba for the purposes of the *Manitoba BPA*.
135. The Affected Class Vehicles are consumer "goods" within the meaning of section 1 of the *Manitoba BPA*.

136. Proposed Class Members in Manitoba 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 of the *Manitoba BPA*.
137. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in Manitoba 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 of the *Manitoba BPA*.
138. The Defendants are a "supplier" within the meaning of section 1 of the *Manitoba BPA* as they carried on business in Manitoba 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 *Manitoba BPA*. The Defendants are the vehicle manufacturers of the Affected Class Vehicles and distribute, market and/or supply such vehicles to consumers including proposed Class Members in Manitoba. At all relevant times, the Defendants were a supplier and/or seller of the Affected Class Vehicles as their resellers, authorized dealers and/or distributors were acting as the agents of the Defendants.
139. By failing to disclose and actively concealing the Electrical Fire Defect in the Affected Class Vehicles, the Defendants engaged in unfair and deceptive trade practices prohibited by sections 2(1) and 3 of the *Manitoba BPA*. The Defendants knew that the Affected-Class Vehicles were equipped with a defective HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, all of which posed a serious risk of harm, injury and/or property damage to the Plaintiff and proposed Class Members, but yet failed to adequately warn consumers.
140. As alleged herein, the Defendants made misleading representations and omissions

concerning the benefits, performance and/or safety of the ABS equipped in the Affected Class Vehicles.

141. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
142. In particular, the Defendants engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to proposed Class Members that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, as follows:
 - (a) failing to disclose that the Affected Class Vehicles, including the HECU, were not of a particular standard, quality, or grade;
 - (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Electrical Fire Defect;
 - (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the HECU, were not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;
 - (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the HECU in the ABS equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendants possessed exclusive knowledge of the inherent defect in the HECU before and at the time of purchase and/or lease;
 - (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the HECU in the Affected Class Vehicles was defective,

even though the Defendants knew about the Electrical Fire Defect; and

- (f) representing that the Electrical Fire Defect in the Affected Class Vehicles would be covered under their warranty program.

143. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in Manitoba were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect such that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off.

144. By failing to disclose and actively concealing the Electrical Fire Defect, the Defendants engaged in unfair or deceptive acts or practices prohibited by sections 2(1) and 3 of the *Manitoba BPA*.

145. Further, as alleged herein, the Defendants made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the HECU in the ABS equipped in the Affected Class Vehicles by:

- (a) publishing owners' manuals that made materially misleading omissions concerning vehicle safety and purported performance which uniformly omitted any warning to consumers that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off;
- (b) advertisements which uniformly omitted any information about the Electrical Fire Defect and which misled consumers into believing that the HECU would function properly; and
- (c) emphasizing and extolling in brochures the safety, durability and performance of the

Affected Class Vehicles.

146. The Defendants conduct as alleged herein was, and is, in violation of sections 2(1) and 3 of the *Manitoba BPA*, in particular, by:
- (a) representing that the Affected Class Vehicles, including the HECU, were defect-free and did not pose a safety hazard, which it did not;
 - (b) representing that the Affected Class Vehicles, including the HECU, were of a particular standard, quality or grade, when they were not;
 - (c) advertising the Affected Class Vehicles, including the HECU, with intent not to sell them as advertised; and
 - (d) representing that the Affected Class Vehicles, including the HECU, have been supplied in accordance with a previous representation as to benefits, performance and/or safety, when they have not.
147. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members in Manitoba were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect and/or their representations made as to the benefits, performance and/or safety of the Affected Class Vehicles in their sales brochure materials, manuals, press releases and/or websites.
148. The Defendants intentionally and knowingly misrepresented and omitted material facts regarding their Affected Class Vehicles, specifically regarding the Electrical Fire Defect, with an intent to mislead proposed Class Members.
149. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
150. Proposed Class Members had no way of knowing of the Defendants representations were

false, misleading and incomplete or knowing the true nature of the Electrical Fire Defect in the Affected Class Vehicles. As alleged herein, the Defendants engaged in a pattern of deception in the face of a known fire defect in the Affected Class Vehicles. Proposed Class Members did not, and could not, unravel the Defendants deception on their own.

151. The Defendants knew, or ought to have known, that their conduct violated sections 2(1) and 3 of the *Manitoba BPA*.
152. The Defendants owed proposed Class Members a duty to disclose the truth about the Electrical Fire Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendants:
 - (a) possessed exclusive knowledge of the Electrical Fire Defect in the Affected Class Vehicles;
 - (b) intentionally concealed the foregoing from proposed Class Members; and/or
 - (c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had a fire defect.
153. The Defendants had a duty to disclose that the HECU in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and proposed Class Members relied on the Defendants material misrepresentations and omissions regarding the Affected Class Vehicles and the Electrical Fire Defect.
154. The Defendants conduct proximately caused injuries to the proposed Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
155. Proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendants conduct in that proposed Class Members incurred costs related to the Electrical Fire Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.

156. The Defendants violations cause continuing injuries to proposed Class Members. The Defendants unlawful acts and practices complained of herein affect the public interest.
157. The Defendants knew of the defective HECU and that the Affected Class Vehicles were materially compromised by the Electrical Fire Defect.
158. The facts concealed and omitted by the Defendants from the proposed 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 the proposed Class Members known about the defective nature of the HECU in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.
159. Proposed Class Members' injuries were directly or proximately caused by the Defendants unlawful and deceptive business practices.
160. As a result of the Defendants breaches of the *Manitoba BPA*, proposed Class Members in Manitoba are entitled to damages under section 23(2)(a) of the *Manitoba BPA*, rescission of the consumer transaction under section 23(2)(b) of the *Manitoba BPA*, and an injunction under section 23(2)(c) of the *Manitoba BPA* to restrain such conduct.
161. Proposed Class Members in Manitoba are entitled, to the extent necessary, a waiver of any notice requirements under the *Manitoba BPA*, as a result of the Defendants failure to disclose and/or actively conceal the Electrical Fire Defect from proposed Class Members in Manitoba and their misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles.

Consumer Protection Act, SO 2002, c.30, Sch A ("*Ontario CPA*")

162. Proposed Class Members in Ontario hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
163. The Defendants are in Ontario for the purposes of the *Ontario CPA*.

164. The Affected Class Vehicles are consumer "goods" within the meaning of section 1 of the *Ontario CPA*.
165. Proposed Class Members in Ontario who purchased and/or leased the Affected Class Vehicles for personal, family or household purposes, and not for business purposes, are "consumers" within the meaning of section 1 of the *Ontario CPA*.
166. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in Ontario for personal, family or household purposes, and not for business purposes, constitutes a "consumer transaction" and/or "consumer agreement" within the meaning of section 1 of the *Ontario CPA*.
167. The Defendants are a "supplier" within the meaning of section 1 of the *Ontario CPA* and who are in the business of selling, leasing or trading in goods and services, and includes the agent of the supplier or any person who holds themselves out to be a supplier or agent of the supplier. The Defendants are the vehicle manufacturers of the Affected Class Vehicles and market, distribute and/or supply such vehicles to consumers, including proposed Class Members through authorized dealerships, distributors and/or resellers as their sales agents.
168. As alleged herein, the Defendants made misleading representations and omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles of the ABS equipped in the Affected Class Vehicles.
169. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
170. Pursuant to section 14(1) of the *Ontario CPA* it is an unfair practice for a person to make a false, misleading or deceptive representation.
171. Pursuant to sections 14(1) and (2) of the *Ontario CPA* the Defendants have engaged in unfair practices relating to false, misleading or deceptive representations which were made before, during and/or after proposed Class Members in Ontario entered into agreements to

purchase and/or lease the Affected Class Vehicles. The Defendants knew that the Affected Class Vehicles were equipped with a defective HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, all of which posed a serious risk of harm, injury and/or property damage to the Plaintiff and proposed Class Members, but yet failed to adequately warn consumers.

172. As alleged herein, the Defendants made misleading representations and omissions concerning the benefits, performance and/or safety of the ABS equipped in the Affected Class Vehicles.
173. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
174. In particular, the Defendants engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to proposed Class Members that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, as follows:
 - (a) failing to disclose that the Affected Class Vehicles, including the HECU, were not of a particular standard, quality, or grade;
 - (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Electrical Fire Defect;
 - (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the HECU, was not in good working order, defective, not fit for their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;

- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the HECU in the ABS equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendants possessed exclusive knowledge of the inherent defect in the HECU before and at the time of purchase and/or lease;
- (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the HECU in the Affected Class Vehicles was defective, even though the Defendants knew about the Electrical Fire Defect; and
- (f) representing that the Electrical Fire Defect in the Affected Class Vehicles would be covered under their warranty program.

175. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in Ontario were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect such that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off.

176. By failing to disclose and actively concealing the Electrical Fire Defect, the Defendants engaged in unfair or deceptive acts or practices prohibited by sections 14(1) and (2) of the *Ontario BPA*.

177. Further, as alleged herein, the Defendants made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the HECU in the ABS equipped in the Affected Class Vehicles by:

- (a) publishing owners' manuals that made materially misleading omissions concerning vehicle safety and purported performance which uniformly omitted any warning to consumers that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit

resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off;

- (b) advertisements which uniformly omitted any information about the Electrical Fire Defect and which misled consumers into believing that the HECU would function properly; and
- (c) emphasizing and extolling in brochures the safety, durability and performance of the Affected Class Vehicles.

178. The Defendants conduct as alleged herein was, and is, in violation of sections 14(1) and (2) of the *Ontario BPA*, in particular, by:

- (a) representing that the Affected Class Vehicles, including the HECU, were defect-free and did not pose a safety hazard, which it did not;
- (b) representing that the Affected Class Vehicles, including the HECU, were of a particular standard, quality or grade when they were not;
- (c) advertising the Affected Class Vehicles, including the HECU, with intent not to sell them as advertised; and
- (d) ~~representing that the Affected Class Vehicles, including the HECU, have been supplied in accordance with a previous representation as to benefits, performance and/or safety when they have not.~~

179. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members in Ontario were deceived by the Defendants, failure to disclose their exclusive knowledge of the Electrical Fire Defect and/or their representations made as to the benefits, performance and/or safety of the Affected Class Vehicles in their sales brochure materials, manuals, press releases and/or websites.

180. The Defendants intentionally and knowingly misrepresented and omitted material facts

regarding its Affected Class Vehicles, specifically regarding the Electrical Fire Defect, with an intent to mislead proposed Class Members.

181. In purchasing and/or leasing the Affected Class Vehicles proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
182. Proposed Class Members had no way of knowing of the Defendants representations were false, misleading and incomplete or knowing the true nature of the Electrical Fire Defect in the Affected Class Vehicles. As alleged herein, the Defendants engaged in a pattern of deception in the face of a known fire defect in the Affected Class Vehicles. Proposed Class Members did not, and could not, unravel the Defendants deception on their own.
183. The Defendants knew, or ought to have known, that their conduct violated sections 14(1) and (2) of the *Ontario BPA*.
184. The Defendants owed proposed Class Members a duty to disclose the truth about the Electrical Fire Defect in the Affected Class Vehicles as it created a serious safety hazard and the Defendants:
 - (a) possessed exclusive knowledge of the Electrical Fire Defect in the Affected Class Vehicles;
 - (b) intentionally concealed the foregoing from proposed Class Members; and/or
 - (c) failed to warn consumers or to publicly admit that the Affected Class Vehicles had a fire defect.
185. The Defendants had a duty to disclose that the HECU in the Affected Class Vehicles was fundamentally flawed as described herein because it created a serious safety hazard and proposed Class Members relied on the Defendants material misrepresentations and omissions regarding the Affected Class Vehicles and the Electrical Fire Defect.

186. The Defendants conduct proximately caused injuries to the proposed Class Members that purchased and/or leased the Affected Class Vehicles and suffered harm as alleged herein.
187. Proposed Class Members were injured and suffered ascertainable loss, injury-in-fact and/or actual damage as a proximate result of the Defendants conduct in that proposed Class Members incurred costs related to the Electrical Fire Defect including repair, service and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value.
188. The Defendants violations cause continuing injuries to proposed Class Members. The Defendants unlawful acts and practices complained of herein affect the public interest.
189. The Defendants knew of the defective HECU and that the Affected Class Vehicles were materially compromised by the Electrical Fire Defect.
190. The facts concealed and omitted by the Defendants from the proposed 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 the proposed Class Members known about the defective nature of the HECU in the Affected Class Vehicles, they would not have purchased and/or leased the Affected Class Vehicles or would not have paid the prices they paid.
191. Proposed Class Members' injuries were directly or proximately caused by the Defendants unlawful and deceptive business practices.
192. As a result of the Defendants breaches of the *Ontario CPA*, proposed Class Members in Ontario are entitled to damages or, alternatively, recession or restitution if recession is not possible, under sections 18(1) and (2) of the *Ontario CPA*.
193. Proposed Class Members in Ontario are entitled, to the extent necessary, a waiver of any notice requirements under section 18(3) and (15) of the *Ontario CPA*, as a result of the Defendants failure to disclose and/or actively conceal the Electrical Fire Defect from proposed Class Members in Ontario and their misrepresentations as to the benefits,

performance and/or safety of the Affected Class Vehicles.

Consumer Product Warranty and Liability Act, SNB 1978, c. C-18.1 ("*NB CPWLA*")

194. Proposed Class Members in New Brunswick hereby incorporate by reference the allegations contained in the preceding paragraphs of this Further Amended Notice of Civil Claim.
195. The Defendants are in New Brunswick for the purposes of the *NB CPWLA*.
196. The Affected Class Vehicles are "consumer products" within the meaning of section 1(1) of the *NB CPWLA*.
197. Proposed Class Members in New Brunswick who purchased and/or leased the Affected Class Vehicles primarily for personal, family or household purposes, and not for business purposes, are "buyers" or consumers within the meaning of section 1(1) of the *NB CPWLA*.
198. The purchase and/or lease of the Affected Class Vehicles by proposed Class Members in New Brunswick primarily for personal, family or household purposes, and not for business purposes, constitutes a "contract for the sale or supply of a consumer product", or a consumer transaction within the meaning of section 1(1) of the *NB CPWLA*.
199. The Defendants are a "seller", within the meaning of section 1(1) of the *NB CPWLA*, who supply a consumer product under a contract for the sale or supply of a consumer product. Further, the Defendants are also a "distributor" of the Affected Class Vehicles as they manufacture, market and/or supply such vehicles to consumers, including proposed Class Members in New Brunswick, within the meaning of section 1(1) of the *NB CPWLA*. Privity of contract is not required between a seller and buyer for a consumer product under the *NB CPWLA*.
200. The meaning of "loss" within section 1 of the *NB CPWLA* includes loss or damage of any kind, including economic loss, damage to property and personal injury.

201. By failing to disclose and actively concealing the Electrical Fire Defect in the Affected Class Vehicles, the Defendants engaged in unfair and deceptive trade practices prohibited by section 4(1) of the *NP CPWLA*. The Defendants knew that the Affected Class Vehicles were equipped with a defective HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, all of which posed a serious risk of harm, injury and/or property damage to the Plaintiff and proposed Class Members, but yet failed to adequately warn consumers.
202. As alleged herein, the Defendants made misleading representations and omissions concerning the benefits, performance and/or safety of the ABS equipped in the Affected Class Vehicles.
203. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members were deceived by the Defendants failure to disclose their knowledge of the Electrical Fire Defect and associated safety risk.
204. In particular, the Defendants engaged in a pattern of unfair or deceptive acts or practices in failing to disclose to proposed Class Members that the HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, as follows:
- (a) – failing to disclose that the Affected Class Vehicles, including the HECU, were not of a particular standard, quality, or grade;
 - (b) failing to disclose before, during and/or after the time of purchase, lease and/or repair, any and all known material defects or material nonconformity of the Affected Class Vehicles, including the Electrical Fire Defect;
 - (c) failing to disclose at the time of purchase and/or lease that the Affected Class Vehicles, including the HECU, were not in good working order, defective, not fit for

their intended, and ordinary purpose, and created a serious and imminent risk of danger or harm to occupants of the Affected Class Vehicles;

- (d) failing to give adequate warnings and/or notices regarding the use, defects, and problems with the HECU in the ABS equipped in the Affected Class Vehicles' to consumers who purchased and/or leased the Affected Class Vehicles, even though the Defendants possessed exclusive knowledge of the inherent defect in the HECU before and at the time of purchase and/or lease;
- (e) failing to disclose, either through warnings and/or recall notices, and/or actively concealing, the fact that the HECU in the Affected Class Vehicles was defective, even though the Defendants knew about the Electrical Fire Defect; and
- (f) representing that the Electrical Fire Defect in the Affected Class Vehicles would be covered under their warranty program.

205. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in New Brunswick were deceived by the Defendants failure to disclose their exclusive knowledge of the Electrical Fire Defect such that the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off.

206. By failing to disclose and actively concealing the Electrical Fire Defect, the Defendants engaged in unfair or deceptive acts or practices prohibited by the sections 4(1) of the NB CPWLA.

207. Further, as alleged herein, the Defendants made misleading representations and/or omissions concerning the benefits, performance and/or safety of the Affected Class Vehicles, in particular as to the HECU in the ABS equipped in the Affected Class Vehicles by:

- (a) publishing owners' manuals that made materially misleading omissions concerning

vehicle safety and purported performance which uniformly omitted any warning to consumers that the HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off;

- (b) advertisements which uniformly omitted any information about the Electrical Fire Defect and which misled consumers into believing that the HECU would function properly; and
- (c) emphasizing and extolling in brochures the safety, durability and performance of the Affected Class Vehicles.

208. The Defendants conduct as alleged herein was, and is, in violation of sections 4(1) and (3) of the *NB CPWLA*, in particular, by:

- (a) representing that the Affected Class Vehicles, including the HECU, were defect-free and did not pose a safety hazard, which it did not;
- (b) representing that the Affected Class Vehicles, including HECU, were of a particular standard, quality or grade. when they were not;
- (c) advertising the Affected Class Vehicles, including the HECU, with intent not to sell them as advertised; and
- (d) representing that the Affected Class Vehicles, including the HECU, have been supplied in accordance with a previous representation as to benefits, performance and/or safety, when they have not.

209. In purchasing and/or leasing the Affected Class Vehicles, proposed Class Members in New Brunswick were deceived by the Defendants, failure to disclose their exclusive knowledge of the Electrical Fire Defect and/or their representations made as to the benefits, safety and/or performance of its Affected Class Vehicles in its sales brochure materials, manuals,

press releases and/or websites. Pursuant to section 4(1) of the *NB CPWLA* statements made by a seller to a buyer regarding a product are express warranties. As such, the Defendants false, misleading or deceptive statements and/or representations concerning the benefits, performance and/or safety of the Affected Class Vehicles, including the HECU, to proposed Class Members in New Brunswick, are in violation of the provisions of section 4(1) of the *NP CPWLA*.

210. Proposed Class Members in New Brunswick had no way of knowing of the Defendants statements and/or representations were false, misleading and incomplete or knowing the true nature of the Electrical Fire Defect in the Affected Class Vehicles at the time of purchase and/or lease. As alleged herein, the Defendants engaged in a pattern of deception in the face of a known fire defect in the Affected Class Vehicles. Proposed Class Members in New Brunswick did not, and could not, unravel the Defendants deception on their own.
211. Further, pursuant to sections 27(1)(a) and (d) of the *NB CPWLA* a supplier of a consumer product that is unreasonably dangerous to a person because of a defect in design, materials or workmanship is liable to any person who suffers a consumer loss in the Province of New Brunswick because of the defect, if the loss was reasonably foreseeable at the time of the supply as liable to result from the defect and: (i) the supplier has supplied the consumer product in the Province of New Brunswick; or (ii) the supplier has supplied the consumer product outside the Province of New Brunswick but at the time of the supply it was reasonably foreseeable that the product would be used or consumed in the Province of New Brunswick.
212. As alleged herein, the HECU was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, all of which was reasonably foreseeable at the time of the contract of purchase and/or lease of the Affected Class Vehicles.
213. The Defendants supplied and/or distributed the Affected Class Vehicles for purchase and/or lease to consumers in the Province of New Brunswick or outside the Province of New Brunswick for use in the Province of New Brunswick, which was reasonably foreseeable

at the time of purchase and/or lease.

214. As a result of the Electrical Fire Defect proposed Class Members in New Brunswick suffered a consumer loss, including, but not limited to, repair, service, and/or replacement costs, rental car costs and overpaid for their Affected Class Vehicles that have suffered a diminution in value, all of which was reasonably foreseeable at the time of the contract of purchase and/or lease of the Affected Class Vehicles and for which the Defendants are liable pursuant to sections 27(1)(a) and/or 28 of the *NB CPWLA*.
215. Proposed Class Members in New Brunswick are entitled, to the extent necessary, a waiver of any notice requirements under the *NB CPWLA*, as a result of the Defendants failure to disclose and/or actively conceal the Electrical Fire Defect from proposed Class Members in New Brunswick and their misrepresentations as to the benefits, performance and/or safety of the Affected Class Vehicles.

Breach of the *Competition Act*

216. The Plaintiff and proposed Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
217. By making representations to the public as to the safety, durability, quality, character and/or performance of the Affected Class Vehicles, the Defendants breached sections 36 and/or 52 of the *Competition Act*, in that their representations:
- (a) were made to the public in the form of advertising brochures, statements and/or other standardized statements claiming the safety, durability, quality, character and/or performance 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;
 - (c) stated safety of the Affected Class Vehicles; and

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

218. At all relevant times, the Defendants were the 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 proposed Class Members and the Defendants as to the Affected Class Vehicles as their resellers, authorized dealers and/or distributors at all material times were acting as the agents of the Defendants.
219. 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 Electrical Fire Defect in the Affected Class Vehicles from Plaintiff and proposed Class Members, along with concealing the safety risks, costs, and monetary damage resulting from the Electrical Fire Defect. The Defendants should have disclosed this information because they were in a superior position to know the true facts related to the Electrical Fire Defect and Plaintiff and proposed Class Members could not reasonably be expected to learn or discover the true facts related to the Electrical Fire Defect.
220. The Electrical Fire Defect in the Affected Class Vehicles constitutes a safety issue. The Defendants knew that the Affected Class Vehicles were equipped with a defective HECU that was improperly or inadequately sealed to prevent moisture from entering in, or accumulating within, so as to cause a short circuit resulting in spontaneous fire eruption in the vehicle's engine compartment while driving or even when the vehicle is parked and turned off, all of which posed a serious risk of harm, injury and/or property damage to the Plaintiff and proposed Class Members, which triggered the Defendants duty to disclose the safety issue to consumers.
221. These acts and practices have deceived the Plaintiff and proposed Class Members. In failing to disclose the Electrical Fire Defect and suppressing other material facts from the Plaintiff and proposed Class Members, the Defendants breached their duty to disclose these facts, violated the *Competition Act* and caused injuries to the Plaintiff and proposed Class Members. The Defendants omissions and concealment pertained to information that was material to the Plaintiff and proposed Class Members, as it would have been to all

reasonable consumers.

222. Further, the Plaintiff and proposed Class Members relied upon the Defendants misrepresentations as to the safety ,durability and/or dependability of the Affected Class Vehicles to their detriment in purchasing and/or leasing the Affected Class Vehicles so as to cause loss and/or damage to the Plaintiff and proposed Class Members.
223. The Plaintiff and proposed Class Members have, therefore, suffered damages and are entitled to recover damages pursuant to section 36(1) and/or 52 of the *Competition Act*.

Unjust Enrichment

224. The Plaintiff and proposed Class Members hereby incorporate by reference the allegations contained in the preceding paragraphs of this Notice of Civil Claim.
225. The Defendants have unjustly profited from the Electrical Fire Defect in the Affected Class Vehicles whose value was inflated by their active concealment and the Plaintiff and proposed Class Members have overpaid for the Affected Class Vehicles.
226. The Defendants have received and retained unjust benefits from the Plaintiff and proposed Class Members and an inequity has resulted. It is inequitable and unconscionable for the Defendants to retain these benefits.
227. As a result of the Defendants fraud, misrepresentations, deception and/or failure to disclose, the Plaintiff and proposed Class Members were not aware of the true facts concerning the Electrical Fire Defect in the Affected Class Vehicles and did not benefit from the Defendants misconduct.
228. The Defendants knowingly accepted the unjust benefits of its misconduct. There is no juristic reason why the amount of its unjust enrichment should not be disgorged and returned to the Plaintiff and proposed Class Members, in an amount to be proven at Trial.
229. Further, the purchase of both new and/or used Affected Class Vehicles from authorized or

affiliated dealerships of the Defendants or third party sellers conferred a benefit on the Defendants as such vehicles required use of the Defendants parts as called for in the Defendants recall repair of the Electrical Fire Defect in the Affected Class Vehicles.

Tolling of the *Limitation Act*, S.B.C. 2012, c. 13

230. The Plaintiff and proposed Class Members had no way of knowing about the Electrical Fire Defect in the Affected Class Vehicles. The Defendants concealed their knowledge of the Electrical Fire Defect while continuing to market, sell and/or lease, the Affected Class Vehicles.
231. Within the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada as described in Schedule "A", the Plaintiff and proposed 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.
232. The Plaintiff and proposed Class Members did not know facts that would have caused a reasonable person to suspect or appreciate that there was a defect in the HECU in the Affected Class Vehicles.
233. For these reasons, the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada, as described in Schedule "A", has been tolled by operation of the discovery rule with respect to the claims in this proposed class proceeding.
234. Further, due to Defendants knowing and active concealment throughout the time period relevant to this proposed class proceeding, the *Limitation Act*, and to equivalent legislative provisions in the rest of Canada as described in Schedule "A" has been tolled.
235. Instead of publicly disclosing the Electrical Fire Defect in the Affected Class Vehicles, the Defendants kept the Plaintiff and proposed Class Members in the dark as to the Electrical Fire Defect and the serious safety hazard it presented.

236. The Defendants were under a continuous duty to disclose to the Plaintiff and proposed Class Members the existence of the Electrical Fire Defect in the Affected Class Vehicles.
237. The Defendants knowingly, affirmatively and actively concealed or recklessly disregarded the true nature, quality and character of the Affected Class Vehicles.
238. As such, the Defendants are estopped from relying on the *Limitation Act*, and equivalent legislative provisions in the rest of Canada as described in Schedule "A", in defense of this proposed class proceeding.

Plaintiff's(s') address for service:

Garcha & Company
Barristers & Solicitors
#405 - 4603 Kingsway
Burnaby, BC V5H 4M4
Canada

Fax number address for service (if any):

604-435-4944

E-mail address for service (if any):

none

Place of trial:

Vancouver, BC, Canada

The address of the registry is:

800 Smithe Street
Vancouver, BC V6Z 2E1
Canada

Dated: April 22, 2022

A handwritten signature in black ink, appearing to read 'K. Garcha', written over a horizontal line.

Signature of K.S. Garcha
lawyer for plaintiff(s)

Schedule "A"
Limitation Act Legislation Across Canada

Province or Territory	Legislation
Alberta	<i>Limitations Act</i> , RSA 2000, c. L-12
Saskatchewan	<i>The Limitations Act</i> , SS 2004, c. L-16.1
Manitoba	<i>The Limitation of Actions Act</i> , CCSM c. L150
Ontario	<i>Limitations Act</i> , 2002, SO 2002, c. 24, Sch. B
Newfoundland and Labrador	<i>Limitations Act</i> , SNL 1995, c. L-16.1
Nova Scotia	<i>Limitation of Actions Act</i> , SNS 2014, c. 35
New Brunswick	<i>Limitation of Actions Act</i> , SNB 2009, c. L-8.5
Prince Edward Island	<i>Statute of Limitations</i> , RSPEI 1988, c. S-7
Yukon	<i>Limitation of Actions Act</i> , RSY 2002, c. 139
Northwest Territories	<i>Limitation of Actions Act</i> , RSNWT 1988, c. L-8
Nunavut	<i>Limitation of Actions Act</i> , RSNWT (Nu) 1988, c. L-8

**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 proposed class proceeding involves certain Affected Class Vehicles designed, manufactured, assembled, tested, marketed, distributed, supplied, leased and/or sold by the Defendants in Canada that contain a defective Hydraulic Electronic Control Unit (HECU") in the Anti-Lock Brake System located in the engine compartment, that can short circuit and ignite, presenting consumers with an unacceptable risk of engine fire while driving or even when the vehicle is parked and turned off. Specifically, moisture, or other leaks, can accumulate within the HECU, which maintains an electrical charge even when the vehicle is off. Moisture, or other leaks, entering the electrified HECU can form a short circuit, increasing the chances of spontaneous fire eruption in the vehicle's engine compartment, all of which poses a substantial risk of harm, injury, death and/or property damage.

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
- ☒ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☒ 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*, RSA

2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, SS, 2014, c C-30.2; *The Business Practices Act*, CCSM c B120; *Consumer Protection Act*, 2002, SO 2002, c 30, Sch A; *Consumer Product Warranty and Liability Act*, and SNB 1978, c C-18.1

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

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*, RSA 2000, c. L-12; *The Limitations Act*, SS 2004, c. L-16.1; *The Limitations Act*, SS 2004, c. L-16.1; *The Limitation of Actions Act*, CCSM c. L150; *Limitations Act*, 2002, SO 2002, c. 24, Sch. B; *Limitations Act*, SNL 1995, c. L-16.1; *Limitation of Actions Act*, SNS 2014, c. 35; *Limitation of Actions Act*, SNB 2009, c. L-8.5; *Statute of Limitations*, RSPEI 1988, c. S-7; *Limitation of Actions Act*, RSY 2002, c. 139; *Limitation of Actions Act*, RSNWT 1988, c. L-8; *Limitation of Actions Act*, RSNWT (Nu) 1988, c. L-8

