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6  
7 **UNITED STATES DISTRICT COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**

9 Camille Maldonado, Shlomo Vizel,  
10 Terrance Rubin, *on behalf of themselves*  
*and all others similarly situated,*

11 Plaintiffs,

12 vs.

13 Hyundai Motor America,

14 Defendant.  
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19

Case No.:

**CLASS ACTION COMPLAINT FOR:**

1. **Fraudulent Concealment**
2. **Unjust Enrichment**
3. **Breach of Express Warranty  
under New York Law**
4. **Violation of N.Y. Gen. Bus. Law §  
349**
5. **Breach of Express Warranty  
under Ohio Law**
6. **Violation of the Ohio Consumer  
Sales Practices Act, Ohio Rev.  
Code § 1345.01, *et seq.***

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiffs Camille Maldonado, Shlomo Vizel, and Terrance Rubin (“Plaintiffs”)  
3 hereby bring this Class Action Complaint against Defendant Hyundai Motor America  
4 (“Defendant” or “Hyundai”). Plaintiffs seek relief for themselves and a class of  
5 similarly situated New York and Ohio consumers as set forth herein because at the  
6 time of sale, the Class Vehicles contained defective Anti-lock Braking Systems and/or  
7 Traction Control Systems that impair the vehicles’ ability to decelerate when driving  
8 over uneven surface, which Hyundai refused to repair.  
9

### 10 **INTRODUCTION**

11  
12 1. Hyundai sold Plaintiffs and class members defective 2023-2025 Hyundai  
13 Palisade vehicles (the “Class Vehicles”) that contain defective Anti-lock Braking  
14 System and/or Traction Control System that impair the vehicles’ ability to decelerate  
15 when driving over uneven surface.  
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17  
18 2. In promotional materials,<sup>1</sup> Hyundai boasted that the top-of-the-line  
19 Palisade comes equipped with “all the safety and advanced tech features you can think  
20 of,” and prominently displays on its website that “The Insurance Institute for Highway  
21 Safety (IIHS) bestows PALISADE with TOP SAFETY PICK for 2024.”  
22

23 3. 2023-2025 Hyundai Palisades’ standard safety equipment includes the  
24 “Anti-lock Braking System (ABS) with 4-wheel disc brakes” and “Electronic Stability  
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<sup>1</sup> <https://www.hyundaiusa.com/us/en/vehicles/palisade> (Last visited Oct. 3, 2024).

1 Control (ESC) with Traction Control Support (TCS) and Brake Assist (BA),” amongst  
2 other safety systems.<sup>2</sup>  
3

4 4. The Class Vehicles’ safety features were one of the primary reasons why  
5 Plaintiffs and other class members decided to buy or lease the Class Vehicles over the  
6 competition.  
7

8 5. However, the Anti-lock Braking System (ABS) and/or Traction Control  
9 System in the Class Vehicles are defective, causing miscalculations of wheel speed  
10 when the brakes are applied on rough or uneven road surface, which leads to the rapid  
11 release and reapplication of the brakes and results in a longer stopping distance than  
12 reasonably expected (“ABS Defect” or “Defect”).  
13  
14

15 6. Hyundai has failed to repair the ABS Defect in Class Vehicles within a  
16 reasonable time. As a result, many Class Vehicle owners have been forced to  
17 continue driving their cars with faulty brakes that suffer from the ABS Defect.  
18

19 7. Hyundai’s sale of the defective Class Vehicles and failure to repair  
20 within a reasonable amount of time constitute a breach of its express warranty,  
21 violates N.Y. Gen. Bus. Law § 349 and the Ohio Consumer Sales Practices Act, and  
22 gives rise to a claim for fraudulent concealment and unjust enrichment. To remedy  
23 Hyundai’s unlawful conduct, Plaintiffs, on behalf of the proposed class members, seek  
24 damages and restitution from Hyundai.  
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<sup>2</sup> <https://www.hyundaiusa.com/us/en/vehicles/palisade/compare-specs> (Last visited Oct. 3, 2024).

**PARTIES**

8. Plaintiff Camille Maldonado (“Mrs. Maldonado”) is an adult individual residing in Queens Village, New York.

9. Plaintiff Shlomo Vizel (“Mr. Vizel”) is an adult individual residing in Brooklyn, New York.

10. Plaintiff Terrance Rubin (“Mr. Rubin”) is an adult individual residing in Oakland, California.

11. Defendant Hyundai Motor America (“Hyundai”) is a California corporation with its headquarters and principal place of business at 10550 Talbert Avenue, Fountain Valley, California 92708. Hyundai Motor America designs, manufactures, markets, distributes, services, repairs, sells, and leases passenger vehicles, including the Class Vehicles, nationwide and in California. Hyundai Motor America is the warrantor and distributor of the Class Vehicles in the United States through its network of dealers. Money received from the purchase of a Hyundai vehicle from a dealer flows from the dealer to Hyundai Motor America.

12. At all times herein mentioned, Hyundai designed, engineered, developed, manufactured, fabricated, assembled, equipped, tested or failed to test, inspected or failed to inspect, repaired, retrofitted or failed to retrofit, failed to recall, labeled, advertised, promoted, marketed, supplied, distributed, wholesaled, and/or sold the Class Vehicles, including for the vehicle operated by Plaintiffs. Hyundai also reviews

1 and analyzes warranty data submitted by Hyundai's dealerships and authorized  
2 technicians in order to identify defect trends in vehicles. Upon information and belief,  
3 Hyundai dictates that when a repair is made under warranty (or warranty coverage is  
4 requested), service centers must provide Defendant with detailed documentation of the  
5 problem and the fix that describes the complaint, cause, and correction, and also save  
6 the broken part in the event Defendant decides to audit the dealership. Hyundai uses  
7 this information to determine whether particular repairs are covered by an applicable  
8 Hyundai warranty or are indicative of a pervasive defect.

12 13. Hyundai also developed the marketing materials to which Plaintiffs and  
13 the Class were exposed, owner's manuals, informational brochures, warranty  
14 booklets, and information included in maintenance recommendations and/or schedules  
15 for the Class Vehicles, all of which fail to disclose the ABS Defect.

### 18 **JURISDICTION AND VENUE**

19 14. This Court has subject matter jurisdiction over this action pursuant to 28  
20 U.S.C. § 1332(d) of the Class Action Fairness Act of 2005 because: (i) there are 100  
21 or more class members, (ii) there is an aggregate amount in controversy exceeding  
22 \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because  
23 Plaintiffs and Class Members and Hyundai are citizens of different states.

26 15. Personal jurisdiction and venue are proper in this District as Defendant is  
27 headquartered in this District.

1                   **FACTUAL ALLEGATIONS APPLICABLE TO EACH PLAINTIFF**

2                   **A. Camille Maldonado**

3  
4           16.    On April 13, 2024, Mrs. Maldonado leased a new 2024 Hyundai  
5 Palisade, Vehicle Identification Number KM8R5DGE1RU706123 (hereafter the  
6 “Maldonado Vehicle”) from MB Hillside Motors LLC in Jamaica, New York, an  
7 authorized Hyundai dealership (hereinafter “Empire Hyundai”).  
8

9           17.    Passenger safety and reliability were important factors to Mrs.  
10 Maldonado when she decided to lease the vehicle. Prior to leasing the 2024 Hyundai  
11 Palisade, Mrs. Maldonado researched the vehicle by reviewing 2024 Hyundai Palisade  
12 specifications and features listed at Hyundai’s website. Based on Hyundai’s  
13 representations, Mrs. Maldonado was led to believe that the 2024 Hyundai Palisade  
14 was safe and reliable vehicle, and Hyundai’s representations induced her to lease the  
15 vehicle.  
16  
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19           18.    Prior to the lease, Empire Hyundai told Mrs. Maldonado that the  
20 Maldonado Vehicle was accompanied by Hyundai’s New Vehicle Limited Warranty.  
21

22           19.    In its New Vehicle Limited Warranty, Hyundai promised a “[r]epair or  
23 replacement of any component originally manufactured or installed by Hyundai Motor  
24 Company, Hyundai Motor Group, Hyundai Motor Manufacturing Alabama (HMM),  
25 Kia Manufacturing Mexico (KMM) or Kia Motors Manufacturing Georgia (KMMG)  
26 that is found to be defective in material or workmanship under normal use and  
27  
28

1 maintenance” during “5 years from the date of original retail delivery or date of first  
2 use, or 60,000 miles, whichever occurs first.”  
3

4 20. Despite Mrs. Maldonado’s research prior to leasing the vehicle, neither  
5 Hyundai nor the selling dealership ever disclosed at the time of purchase that the 2024  
6 Hyundai Palisade contained the ABS Defect. Indeed, Hyundai concealed this  
7 information from consumers, and Mrs. Maldonado was not aware of, and did not have  
8 any reason to anticipate, that her vehicle was afflicted by the ABS Defect when she  
9 leased the vehicle.  
10  
11

12 21. Hyundai’s omissions were material to Mrs. Maldonado. If Hyundai had  
13 adequately disclosed these facts before Mrs. Maldonado leased the vehicle, she would  
14 have learned of the concealed information and would not have leased the vehicle had  
15 she known the vehicle suffered from the ABS Defect, or would have paid substantially  
16 less for it.  
17  
18

19 22. A few weeks after Mrs. Maldonado took delivery of the Maldonado  
20 Vehicle, she experienced the ABS Defect. Specifically, whenever Mrs. Maldonado  
21 applied vehicle brakes while driving on a rough or uneven road surface, she felt as if  
22 vehicle was skidding over the road surface and took a longer distance to come to a  
23 stop than she reasonably anticipated.  
24  
25

26 23. On July 1, 2024, Mrs. Maldonado brought her vehicle to Empire Hyundai  
27 and complained of the ABS Defect. In response, the dealership explained the ABS  
28

1 system behavior is purportedly normal, and the break pedal is supposed to vibrate  
2 when Mrs. Maldonado applies the breaks.  
3

4 24. Following the July 1, 2024 visit Mrs. Maldonado continued to experience  
5 the ABS Defect about once a week.  
6

7 25. On October 29, 2024, Mrs. Maldonado's counsel sent a letter to Hyundai  
8 advising that Maldonado Vehicle suffered from the ABS Defect and had not been  
9 repaired despite prior complaint and Hyundai's reasonable opportunity for repair.  
10

11 26. At all times, Mrs. Maldonado has driven her vehicle in a foreseeable  
12 manner and in the manner in which it was intended to be used.  
13

14 **B. Shlomo Vizel**

15 27. On March 8, 2024, Mr. Vizel leased a new 2024 Hyundai Palisade,  
16 Vehicle Identification Number KM8R5DGE5RU729680 (hereafter the "Vizel  
17 Vehicle") from Plaza Hyundai LTD in Brooklyn, New York, an authorized Hyundai  
18 dealership (hereinafter "Plaza Hyundai").  
19

20 28. Passenger safety and reliability were important factors to Mr. Vizel when  
21 he decided to lease the vehicle. Prior to leasing the 2024 Hyundai Palisade, Mr. Vizel  
22 researched the vehicle by reviewing 2024 Hyundai Palisade specifications and  
23 features listed at Hyundai's website. Based on Hyundai's representations, Mr. Vizel  
24 was led to believe that the 2024 Hyundai Palisade was safe and reliable vehicle, and  
25 Hyundai's representations induced him to lease the vehicle.  
26  
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1           29. Plaza Hyundai's lease of the vehicle to Mr. Vizel was accompanied by  
2 Hyundai's New Vehicle Limited Warranty.  
3

4           30. In its New Vehicle Limited Warranty, Hyundai promised a "[r]epair or  
5 replacement of any component originally manufactured or installed by Hyundai Motor  
6 Company, Hyundai Motor Group, Hyundai Motor Manufacturing Alabama (HMMMA),  
7 Kia Manufacturing Mexico (KMM) or Kia Motors Manufacturing Georgia (KMMG)  
8 that is found to be defective in material or workmanship under normal use and  
9 maintenance" during "5 years from the date of original retail delivery or date of first  
10 use, or 60,000 miles, whichever occurs first."  
11

12           31. Despite Mr. Vizel's research prior to leasing the vehicle, neither Hyundai  
13 nor the selling dealership ever disclosed at the time of purchase that the 2024 Hyundai  
14 Palisade contained the ABS Defect. Indeed, Hyundai concealed this information from  
15 consumers, and Mr. Vizel was not aware of, and did not have any reason to anticipate,  
16 that his vehicle was afflicted by the ABS Defect when he leased the vehicle.  
17

18           32. Hyundai's omissions were material to Mr. Vizel. If Hyundai had  
19 adequately disclosed these facts before Mr. Vizel leased the vehicle, he would have  
20 learned of the concealed information and would not have leased the vehicle had he  
21 known the vehicle suffered from the ABS Defect, or would have paid substantially  
22 less for it.  
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1           33.    Soon after Mr. Vizel took delivery of the Vizel Vehicle, he experienced  
2  
3 the ABS Defect. Specifically, whenever Mr. Vizel applied vehicle brakes while  
4 driving on a rough or uneven road surface, or when crossing railroad tracks, he felt as  
5 if vehicle was skidding over the road surface and took a longer distance to come to a  
6 stop than he reasonably anticipated. Such unanticipated braking behavior concerned  
7  
8 Mr. Vizel who often travelled in the Vizel Vehicle with his wife and children.

9  
10           34.    In April 2024 Mr. Vizel brought his vehicle to Plaza Hyundai and  
11 complained of the ABS Defect. In response, the dealership said the ABS system  
12 behavior is purportedly normal and there was nothing that needed to be fixed.

13  
14           35.    Following that visit Mr. Vizel continued to experience the ABS Defect at  
15 least once a week.

16           36.    On October 29, 2024, Mr. Vizel's counsel sent a letter to Hyundai  
17 advising that Vizel Vehicle suffered from the ABS Defect and had not been repaired  
18 despite prior complaint and Hyundai's reasonable opportunity for repair.

19  
20           37.    At all times, Mr. Vizel has driven his vehicle in a foreseeable manner and  
21  
22 in the manner in which it was intended to be used.

23           **C. Terrance Rubin**

24  
25           38.    On August 8, 2022, Mr. Rubin purchased a new 2023 Hyundai Palisade,  
26 Vehicle Identification Number KM8R5DGE4PU489339 (hereafter the "Rubin  
27 Vehicle") from Jeff Wyler Spring Grove #1 Inc. d/b/a Jeff Wyler Superior Hyundai in  
28

1 Cincinatti, Ohio, an authorized Hyundai dealership (hereinafter “Jeff Wyler Superior  
2 Hyundai”).  
3

4 39. Passenger safety and reliability were important factors to Mr. Rubin  
5 when he decided to purchase the vehicle. Prior to purchasing the 2023 Hyundai  
6 Palisade, Mr. Rubin researched the vehicle by reviewing 2023 Hyundai Palisade  
7 specifications and features listed at Hyundai’s website and on the Hyundai’s  
8 information sticker affixed to the vehicle’s side window. Based on Hyundai’s  
9  
10 representations, Mr. Rubin was led to believe that the 2023 Hyundai Palisade was safe  
11 and reliable vehicle, and Hyundai’s representations induced him to purchase the  
12  
13 vehicle.  
14

15 40. Prior to the purchase, Jeff Wyler Superior Hyundai told Mr. Rubin that  
16 the Rubin Vehicle was accompanied by Hyundai’s New Vehicle Limited Warranty.  
17

18 41. In its New Vehicle Limited Warranty, Hyundai promised a “[r]epair or  
19 replacement of any component originally manufactured or installed by Hyundai Motor  
20 Company, Hyundai Motor Group, Hyundai Motor Manufacturing Alabama (HMMA),  
21 Kia Manufacturing Mexico (KMM) or Kia Motors Manufacturing Georgia (KMMG)  
22 that is found to be defective in material or workmanship under normal use and  
23 maintenance” during “5 years from the date of original retail delivery or date of first  
24 use, or 60,000 miles, whichever occurs first.”  
25  
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1           42. Despite Mr. Rubin's research prior to buying the vehicle, neither  
2  
3 Hyundai nor the selling dealership ever disclosed at the time of purchase that the 2023  
4 Hyundai Palisade contained the ABS Defect. Indeed, Hyundai concealed this  
5 information from consumers, and Mr. Rubin was not aware of, and did not have any  
6  
7 reason to anticipate, that his vehicle was afflicted by the ABS Defect when he bought  
8 the vehicle.

9           43. Hyundai's omissions were material to Mr. Rubin. If Hyundai had  
10  
11 adequately disclosed these facts before Mr. Rubin purchased the vehicle, he would  
12 have learned of the concealed information and would not have purchased the vehicle  
13  
14 had he known the vehicle suffered from the ABS Defect, or would have paid  
15 substantially less for it.

16           44. In the first week after Mr. Rubin took delivery of the Rubin Vehicle, he  
17  
18 experienced the ABS Defect. Specifically, whenever Mr. Rubin applied vehicle  
19 brakes while driving on unsmooth or uneven road surface, the break pedal vibrated  
20  
21 and it took the Rubin Vehicle a longer distance to come to a stop than he reasonably  
22 anticipated. Mr. Rubin feared he would not be able to stop in time unless he drove the  
23 car in perfect road conditions.

24           45. One week after purchase, Mr. Rubin brought his vehicle to Jeff Wyler  
25  
26 Superior Hyundai and complained of the ABS Defect. In response, the dealership said  
27  
28

1 they received the same complaint from another owner but the dealership did not know  
2 why ABS Defect was occurring and how to repair it.  
3

4 46. Following that initial dealer visit Mr. Rubin continued to experience the  
5 ABS Defect when he applied the breaks on unsmooth or uneven road surface.  
6

7 47. Moreover, Mr. Rubin continued to complain about the ABS Defect  
8 whenever he returned the Rubin Vehicle back to Jeff Wyler Superior Hyundai, but the  
9 dealership had no fix.  
10

11 48. On December 17, 2024, Mr. Rubin's counsel sent a letter to Hyundai  
12 advising that Rubin Vehicle suffered from the ABS Defect and had not been repaired  
13 despite prior complaint and Hyundai's reasonable opportunity for repair.  
14

15 49. At all times, Mr. Rubin has driven his vehicle in a foreseeable manner  
16 and in the manner in which it was intended to be used.  
17

## 18 **FACTUAL ALLEGATIONS**

### 19 **The ABS Defect**

20 50. Hyundai has sold and leased thousands of Class Vehicles across New  
21 York and Ohio.  
22

23 51. On its website, Hyundai touts that the top-of-the-line Palisade comes  
24 equipped with "all the safety and advanced tech features you can think of," and  
25  
26  
27  
28

1 prominently displays on its website that “The Insurance Institute for Highway Safety  
2 (IIHS) bestows PALISADE with TOP SAFETY PICK for 2024.”<sup>3</sup>  
3

4 52. Hyundai further prominently displays on its website that 2023-2025  
5 Hyundai Palisades standard safety equipment includes the “Anti-lock Braking System  
6 (ABS) with 4-wheel disc brakes” and “Electronic Stability Control (ESC) with  
7 Traction Control Support (TCS) and Brake Assist (BA),” amongst others.<sup>4</sup>  
8

9 53. The Class Vehicles’ safety features were one of the primary reasons why  
10 Plaintiffs and other class members decided to buy or lease the Class Vehicles over the  
11 competition.  
12

13 54. However, despite Hyundai’s claims that the Class Vehicles are safe, the  
14 Class Vehicles suffer from a dangerous manufacturing and/or design defect with the  
15 vehicles’ Anti-lock Braking System and/or Traction Control System, increasing the  
16 risk of accident or collision.  
17

18 55. Specifically, defective Anti-lock Braking System and/or Traction Control  
19 System in the Class Vehicles cause miscalculations of wheel speed when the brakes  
20 are applied on rough or uneven road surface, which leads to the rapid release and  
21 reapplication of the brakes and results in a longer stopping distance than reasonably  
22 expected.  
23  
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28 <sup>3</sup> <https://www.hyundaiusa.com/us/en/vehicles/palisade> (Last visited Oct. 3, 2024). (Last visited Oct. 3, 2024).

<sup>4</sup> <https://www.hyundaiusa.com/us/en/vehicles/palisade/compare-specs> (Last visited Oct. 3, 2024).

1           56. Plaintiffs and other consumers requested a repair from Hyundai, but in  
2 response were told no repairs were available.  
3

4           57. The ABS Defect substantially impaired the Class Vehicles' value as it  
5 rendered the Class Vehicles unsafe when attempting to bring a vehicle to a stop while  
6 driving over rough or uneven road surface, the very reason Plaintiffs and other Class  
7 Owners chose the Class Vehicles over competition.  
8

9           58. The ABS Defect poses a safety risk because it causes the Class Vehicle's  
10 Anti-lock Braking System and/or Traction Control System to interpret wheel  
11 movement as wheel lock-up, even when it is not happening, which in turn leads to  
12 longer-than-expected stopping distances since the brakes are not being applied  
13 consistently and effectively. The increased stopping distance results in the vehicle  
14 stopping more slowly than expected and increases the likelihood of collisions, as other  
15 drivers may not anticipate the longer stopping distance, which can cause accidents,  
16 especially in congested or high-traffic areas.  
17  
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19

20           59. Further, the Anti-lock Braking System and Traction Control System in  
21 the Class Vehicles are designed to help maintain control by preventing wheel lock-up  
22 and managing traction. As a result of the Defect these systems malfunction and  
23 repeatedly apply and release the brakes, causing the driver to experience reduced  
24 control over their ability to slow down the vehicle, increasing the risk of an accident.  
25  
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1           60. Moreover, the miscalculation of wheel speed due to the ABS Defect  
2  
3 causes the Anti-lock Braking System and Traction Control System in the Class  
4 Vehicles to engage or disengage at inappropriate times. This results in a delayed  
5 braking response, where the vehicle's systems do not apply sufficient braking force  
6  
7 when needed and, in emergency situations, this delay can prevent the vehicle from  
8 stopping in time to avoid a collision.

9           61. In addition, a defective Anti-lock Braking System and Traction Control  
10 System in the Class Vehicles gives Plaintiffs and Class Members a false sense of  
11 security as they rely on such systems to operate their vehicles in a safe manner and  
12 they believe the vehicle will stop safely even on rough or uneven roads. However,  
13  
14 when these systems do not function properly due to the Defect, the driver may not be  
15 prepared to manually correct the vehicle's behavior, leading to hazardous situations.  
16

17           62. Finally, the Class Vehicles were worth less money at the time of sale and  
18 thereafter, because due to the ABS Defect they suffer from an unacceptably high risk  
19 of being involved in a collision.  
20

21  
22 **Consumer Complaints and Hyundai's Pre-Sale Knowledge of the Defect**

23           63. Upon information and belief, thousands of purchasers and lessees of the  
24 Class Vehicles have experienced the ABS Defect.  
25

26           64. Hyundai knew but failed to disclose the ABS Defect to Plaintiffs and  
27 Class Vehicle owners.  
28



1           65. Hyundai became aware of the Defect through sources not available to  
2 Plaintiffs and Class Members, including, but not limited to, pre-production testing,  
3 pre-production design failure mode and analysis data, production design failure mode  
4 and analysis data, early consumer complaints made exclusively to Hyundai's network  
5 of dealers and directly to Hyundai, aggregate warranty data compiled from Hyundai's  
6 network of dealers, testing conducted by Hyundai in response to consumer  
7 complaints, and repair order and parts data received by Hyundai from Hyundai's  
8 network of dealers.  
9

10  
11  
12           66. During the pre-release process of manufacturing, engineering, and  
13 performing durability testing on the Class Vehicles, which occurred before Hyundai  
14 began selling the Class Vehicles in 2022, Hyundai learned that the Class Vehicles'  
15 common braking systems suffer from the ABS Defect.  
16

17  
18           67. Hyundai learned about the ABS Defect via early reports about the Class  
19 Vehicles experiencing the ABS Defect from Hyundai dealerships shortly after it began  
20 selling the Class Vehicles. These reports occurred when dealerships contacted  
21 Hyundai with inquiries concerning warranty coverage and with technical questions  
22 regarding the Class Vehicles' braking systems.  
23

24  
25           68. Hyundai also knew about the ABS Defect because numerous consumer  
26 complaints about the Defect were made directly to Hyundai and its dealerships since  
27 2022. The large number of complaints, and the consistency of their descriptions alert  
28

1 Hyundai to this serious Defect affecting the Class Vehicles. The full universe of  
2 complaints made directly to Hyundai about the ABS Defect is information presently  
3 in the exclusive custody and control of Hyundai and is not yet available to Plaintiff  
4 prior to discovery. However, many Class Vehicle owners complained directly to  
5 Hyundai and Hyundai dealerships and service centers about the braking system  
6 failures their vehicles experienced.  
7

8  
9 69. Given how widespread the issue is and the fact that ABS Defect  
10 manifests within weeks of the Class Vehicles sale, Class Vehicle owners have been  
11 complaining about the ABS Defect and have been posting such complaints online  
12 since at least February 2023.  
13  
14

15 70. For instance, on [www.palisadeforum.com](http://www.palisadeforum.com), a Hyundai Palisade vehicle  
16 enthusiast website, a Class Vehicle owner posted on February 15, 2023, expressing his  
17 concern about abnormal braking behavior when slowing down on a bumpy road.<sup>5</sup>  
18 Other Class Vehicle owners commented they experienced the same issue, with one  
19 driver describing his experience as follows: “Today something very scary happened  
20 with my brakes system. For some reason it looks like the ABS system activated as I  
21 was braking over a small bump. The weird part was that car stopped braking, and I  
22 had to push the pedal extremely hard to make the car react and stop. It was very  
23 unusual and scary as I was entering a parking lot and the brakes just didn't work for at  
24  
25  
26  
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28 <sup>5</sup> <https://www.palisadeforum.com/threads/rattle-underneath-when-braking-and-going-over-rough-surface.6504/> (last visited Oct. 4, 2024).

1 least 3 seconds after they finally did. Thank God no one was in front of me.” Another  
 2  
 3 Class Vehicle owner shared having “instances where nothing works not even stepping  
 4 on brakes hard enough stops the vehicle... I’ve had many near misses because of this  
 5 issue.” In response, another 2023 Palisades owner shared “Mine has done it since  
 6 brand new.”  
 7

8 71. On Reddit, a 2024 Palisades Class Vehicle owner also shared: “I was  
 9 driving over some slightly bumpy ground (minor pothole) and applied the brake. The  
 10 car wouldn’t stop normally, but instead bounced/lurched bit by bit until I nearly rear-  
 11 ended the car in front of me. The braking was super ineffective and took nearly twice  
 12 as long to come to a stop as I anticipated. I nearly wrecked; if it hadn’t begun braking  
 13 sooner, I would have crashed or worse yet, if a car wasn’t in front of me, I could have  
 14 driven into the intersection. Hyundai has had the car for a month, has reproduced the  
 15 issue, but can’t figure out what’s wrong.”<sup>6</sup> In response, another owner who purchased  
 16 his 2024 Palisade only two weeks ago shared the same concerns about dangerous  
 17 braking behavior. Other owners of 2023 and 2024 Class Vehicles posted in response  
 18 experiencing the same Defect.<sup>7</sup>  
 19  
 20  
 21  
 22

23 72. Similarly, on Facebook, Class Vehicles owners have voiced the same  
 24  
 25

26 <sup>6</sup> [https://www.reddit.com/r/HyundaiPalisade/comments/1cxcvz6/braking\\_issue/](https://www.reddit.com/r/HyundaiPalisade/comments/1cxcvz6/braking_issue/) (last visited Oct. 4,  
 27 2024).

<sup>7</sup> See also

28 [https://www.reddit.com/r/Hyundai/comments/1d6lbho/hyundai\\_palisade\\_braking\\_issue\\_video\\_exam-  
 ple/](https://www.reddit.com/r/Hyundai/comments/1d6lbho/hyundai_palisade_braking_issue_video_example/) (last visited Oct. 4, 2024).

1 frustration about the ABS Defect.<sup>8 9 10</sup>

2  
3 73. Further, the owners of the Class Vehicles voiced their complaints  
4 concerning the ABS Defect with NHTSA. Upon information and belief, Hyundai  
5 actively monitored these complaints during the relevant time period, demonstrating  
6 that Hyundai has known about Class Vehicles owners' complaints of the vehicles'  
7 being unable to stop safely under certain conditions at all relevant times:  
8

- 9
- 10 • NHTSA Complaint No. 11531939, July 12, 2023 (2023 Hyundai Palisade):  
11 "I was going 5 mph, hit a small bump in road and the abs brakes kicked in  
12 and the car wouldn't. I almost hit the car in front of me. Emergency system  
13 kicked in and luckily stopped the vehicle?"
  - 14 • NHTSA Complaint No. 11543522, September 9, 2023 (2023 Hyundai  
15 Palisade): "My 2023 Hyundai Palisade Calligraphy AWD engages the anti-  
16 lock braking system when I go over small bumps sometimes. It has happened  
17 at least twice in the last 24 hours and almost caused an accident because it  
18 resulted in a longer than expected braking time and distance. I have  
19 scheduled an appointment, but am unable to be seen for another two weeks  
20 so the dealer has not inspected it yet. There are no warnings, only shaking  
21 from the ABS and clearly reduced braking power."
  - 22 • NHTSA Complaint No. 11548275, October 4, 2023 (2023 Hyundai  
23 Palisade): "ABS system engages on graveled inclines and potholes, overly  
24 sensitive. Cannot stop in time and had times where almost hit car in front.  
25 Took to dealership and they state no issues. ABS should not be this sensitive  
26 where it engages in normal everyday driving."
  - 27 • NHTSA Complaint No. 11550525, October 17, 2023 (2023 Hyundai  
28 Palisade): "When applying the brakes if you hit a bump in the road the front  
end of the vehicle shakes violently and does not stop, lunges car forward."
  - NHTSA Complaint No. 11551939, October 25, 2023 (2024 Hyundai  
Palisade): "When I hit any kind of bump in the road while braking my brakes

<sup>8</sup> <https://www.facebook.com/share/p/1jxCaFvU1Y2iE14a/> (last visited Oct. 4, 2024).

<sup>9</sup> <https://www.facebook.com/share/p/emVhPeU6bUzNv5CR/> (last visited Oct. 4, 2024).

<sup>10</sup> <https://www.facebook.com/share/p/bgMMdqSzkvq1Yj/> (last visited Oct. 4, 2024).

1 go soft and malfunction. It happens daily. Every time I brake and come in  
2 contact with any rough surface.”

- 3 • NHTSA Complaint No. 11551900, October 25, 2023 (2024 Hyundai  
4 Palisade): “Driving down cobblestone street approximately 15mph came to  
5 a stop sign and when pressing the brakes the abs kicked in nd the whole front  
6 end was shaking. I have never in 35yrs of driving have had this happen on a  
cobblestone street.”
- 7 • NHTSA Complaint No. 11556425, November 22, 2023 (2023 Hyundai  
8 Palisade): “My 2023 Hyundai Palisade has experienced loss of  
9 braking/power braking at least three times (two of which almost resulted in  
10 a collision). It is not within recall 23V415000. After the first failure, the  
11 service center did the recommended repairs (replace faulty brake booster) of  
12 that recall. The brakes failed again shortly after. The service center also  
13 confirmed they felt the brakes go soft when they were repairing it a second  
14 time. This time they replaced the brake master cylinder assembly, pin  
15 assembly, etc. The brakes failed another time after this. We took it back to  
the dealership, where it has been since. We have lost all faith in the brakes  
of this car, and this presents a major safety concern to Palisade drivers and  
those on the road.”
- 16 • NHTSA Complaint No. 11560639, December 18, 2023 (2023 Hyundai  
17 Palisade): “Car brakes try to lock when going over certain potholes or speed  
bumps and brakes seem faulty.”
- 18 • NHTSA Complaint No. 11568712, January 30, 2024 (2024 Hyundai  
19 Palisade): “I was driving in a shopping center parking lot and approaching a  
20 stop sign. As I was breaking and approaching the sign, I had to drive over a  
21 series of small potholes. As I went over the potholes, it seems the cars ABS  
22 system was engaged, and the car began to shake very dramatically, creating  
23 a more dangerous situation than needed to be. It seems others have had this  
24 problem as well, as I found online forums describing similar experiences  
25 driving over small rocks and bumps. It makes it harder to stop the vehicle  
26 before getting in the middle of oncoming traffic. There were no warning  
27 lamps or beeps to tell me ABS was engaged--it just started happening and  
28 only stopped when I pumped the breaks. I have not brought this up to the  
dealer yet and this issue has not been inspected yet, but I will be following  
up with the dealer as this is a brand new car. This is a link to a forum where  
others have experiences similar issues.”

- 1 • NHTSA Complaint No. 11569435, February 2, 2024 (2023 Hyundai  
2 Palisade): “The contact owns a 2023 Hyundai Palisade. The contact stated  
3 that while depressing the brake pedal, the vehicle continued to surge  
4 forward. The contact stated that the failure had occurred on several occasions  
5 while at a stop light. The cause of the failure was not yet determined. The  
6 manufacturer and local dealer were notified of the failure, but no assistance  
7 was offered. The failure mileage was 16,000.”
- 8 • NHTSA Complaint No. 11573986, February 26, 2024 (2023 Hyundai  
9 Palisade): “When traveling at a modest rate of speed, if I apply the brakes  
10 going over any slightly uneven terrain the ABS triggers randomly and makes  
11 braking really difficult. It takes longer to stop and much harder pressure. I  
12 have reported this issue to the dealer but per usual they "cannot duplicate ",  
13 however it happens very often and my dash cam has caught it.”
- 14 • NHTSA Complaint No. 11588838, March 15, 2024 (2024 Hyundai  
15 Palisade): “Hitting any bump/railroad track at even very slow speeds causes  
16 the breaks to not engage fully which has almost caused a crash on three  
17 different occasions. After researching this issue, it seems there was a similar  
18 issue that occurred with the 2023 Palisade.”
- 19 • NHTSA Complaint No. 11583193, April 15, 2024 (2024 Hyundai Palisade):  
20 “While driving intermittently, the brake pedal becomes hard and does not  
21 allow for eased braking. The car continues to roll forward and appears unable  
22 to stop. After pumping and applying hard pressure, finally, the brake pedal  
23 depresses fully and forces a hard and immediate stop. The entire car seems  
24 to shake during the event. This has occurred approximately 5-8 different  
25 times at different speeds, all below 25 mph, such as in a parking lot and while  
26 exiting the freeway. There have been no lights or warning indications before,  
27 during, or after. The entire car shakes violently when the brake pedal is  
28 gently pressed. The car almost continued into an intersection of heavy traffic  
before stopping. The first and only appointment has just been made with the  
dealer for inspection tomorrow, April 16, 2024. No maintenance has been  
performed since the original purchase, and no other incidents have occurred  
with the vehicle.”
- NHTSA Complaint No. 11588838, April 25, 2024 (2024 Hyundai Palisade):  
“One month into ownership of my 2024 Palisade Limited AWD, I was  
approaching a stop light going ~20 mph and started to apply the brakes as I  
passed over some slightly bumpy ground. The car lurched forward  
repeatedly as the brakes were applied, bouncing forward in spurts rather than



1 stopping and taking twice as long to stop than it should have; I was one foot  
 2 from rear-ending the car in front of me despite beginning to break with  
 3 plenty of time to stop - this is so far from how an ABS system is supposed  
 4 to work and I've never experienced it in another car. Hyundai corporate has  
 5 told me that, upon testing other Palisades, they have discovered that this  
 6 happens in ALL 2024 Palisades. This is troubling for several reasons: 1) The  
 7 car exhibited an inability to effectively brake in a very common situation  
 8 (braking when traveling at low speeds on slightly bumpy ground). Several  
 9 people have noted this experience in Reddit posts; 2) I have been driving for  
 10 25 years; I've driven other cars with antilock brake systems and have never  
 11 been in a wreck. This is unlike any experience I've ever had in a car and it's  
 12 very abnormal / incredibly dangerous; 3) When asked to recreate the issue  
 13 at the dealership, the head mechanic rode with me and said, "The car  
 14 shouldn't do that," when it occurred with him the car. It was clear that he  
 15 found it to be very concerning behavior. Hyundai kept the car in the shop for  
 16 2 days shy of a month. At the beginning of the month, they apparently did  
 17 not know that the 2024 Palisade behaved this way. Over the course of the  
 18 month, they learned that this is how a Palisade behaves when driven over  
 19 uneven ground at moderate to low speeds because they tried it with other  
 20 cars they had on hand. This vehicle is prone to rear-end cars in front of it  
 21 when stopping and also to bouncing out in the middle of an intersection when  
 22 approaching a stoplight /stop sign. It will kill people of unaddressed. There  
 23 are no messages / warning lights on in the car."

- 24 • NHTSA Complaint No. 11586668, May 2, 2024 (2023 Hyundai Palisade):  
 25 "My brakes stop working anytime I drive over loose gravel and brake or over  
 26 speed bumps. It will vibrate. And skid. I have taken it in 5 times and they  
 27 said it's normal I owned 5 cars and none of them are like this."
- 28 • NHTSA Complaint No. 11586902, May 24, 2024 (2023 Hyundai Palisade):  
 "Anti- lock brakes shutter the whole vehicle at slow speeds Then you have  
 to lock up the brakes to stop the vehicle."
- NHTSA Complaint No. 11590540, May 24, 2024 (2023 Hyundai Palisade):  
 "I purchased my vehicle from South Point Hyundai in Austin, Texas on  
 [XXX], 2022. Almost immediately after purchase, I began having trouble  
 with the vehicle's braking system. In essence, the vehicle seems to  
 inappropriately activate its ABS while braking over uneven surfaces (think-  
 parking lots, speed bumps) in dry conditions. I have dashcam videos of at  
 least three examples of this happening (from Aug '22 through May '24). I  
 took the vehicle to the dealer for repairs that included the braking issue on

1 or about [XXX], 2022, but the dealer claimed they were unable to diagnose  
 2 and address the braking problem. There were no dash indicators or DTCs  
 3 that were available. This problem continued to exhibit itself and was a matter  
 4 of concern to our family, until the braking system's failure caused a collision  
 5 with a parking garage access gate arm on [XXX] 2024. This incident has  
 6 created distress, and substantially impairs my family's willingness to use the  
 7 vehicle due to a now established safety hazard. We do not wish to put others  
 8 in danger for a mechanical failure that we were told was non-existent when  
 9 we tried to get it fixed in December of 2022. We have also been put in a  
 10 tough situation because we do not have access to an additional vehicle for  
 11 use while the problem is diagnosed at the dealer."

- 12 • NHTSA Complaint No. 11591848, May 31, 2024 (2023 Hyundai Palisade):  
 13 "I was slowing down approaching an intersection with cars already at a full  
 14 stop up ahead. I was braking to slow down in preparation to stop. As I got  
 15 closer, I drove over railroad tracks and felt the brake pedal begin to vibrate  
 16 like the automatic emergency braking system kicked in. With my foot still  
 17 on the brake, the car continued forward without any additional decrease in  
 18 speed. I pushed my foot down as hard as I could and the car stopped inches  
 19 from the car in front of me. I'm not sure if me pressing on the brake more  
 20 even did anything or if some other collision avoidance system in the car  
 21 stopped it before colliding with the car in front of me. There was beeping  
 22 and the display switched to show cameras in front of the car, which happens  
 23 when getting close to something while parking, etc. Luckily I was slowing  
 24 and not at a high rate of speed. If I had hit the car ahead of me, there would  
 25 have been damage but not major. What if I was going faster when this  
 26 occurred? Or if I was braking for a person or bike? Or if it was collision  
 27 avoidance that actually stopped the car here but I was the first car stopping  
 28 in the intersection and couldn't stop."
- NHTSA Complaint No. 11591911, June 1, 2024 (2024 Hyundai Palisade):  
 "When driving at a slow speed on dry uneven pavement, such as repaired  
 asphalt around potholes, and the breaks are applied, the abs system kicks on  
 and launches the car forward, sometimes in a series of occurrences, before  
 the car will stop. We brought the car to the dealership service department.  
 They found no error codes and could not duplicate the problem, although it  
 has happened at least four separate times when we ourselves have driven the  
 car. The last time it happened (which is the date listed in this report), we  
 ended up in a crosswalk before the car came to a complete stop. We have  
 also found comments online from others with the same issue in Hyundai  
 Palisades."



- 1 • NHTSA Complaint No. 11592311, June 4, 2024 (2024 Hyundai Palisade):  
2 “Traveling in a slow lane of traffic. Brakes malfunctioned when I began to  
3 brake over broken/ not smooth road. Car began to shake hard and loud.  
4 Brakes locked but car was still rolling. I was unable to control the vehicle  
5 almost rear ending the car in front of us. I didn’t know what to do or how to  
6 stop us before we crashed. That’s When the car actually stopped everything  
7 went quiet and it seemed as if I got into an accident with myself. Because  
8 the car jerk hard and stopped abruptly. Called the dealership. To service the  
9 car. Told them what happened. Dealership said they cannot do anything  
10 about it. Told to express my complaint to NHTSA.”
- 11 • NHTSA Complaint No. 11593325, June 9, 2024 (2024 Hyundai Palisade):  
12 “Car begins to shake if brake is applied when diving over uneven terrain.  
13 Acts like ABS is applied but car does not slow as it should. No lights or  
14 indicators flash when this occurs. Fortunately was able to stop before rolling  
15 into intersection as I was already traveling at slow speed. Dealer has not been  
16 consulted on this problem but Reddit indicates dealer cannot/will not fix it.”
- 17 • NHTSA Complaint No. 11593943, June 12, 2024 (2024 Hyundai Palisade):  
18 “At slower speeds, while braking or coming to a stop, if a bump or uneven  
19 surface in the road is encountered the car will violently shake. The steering  
20 wheel will shake left and right and braking action is lost. This can lead to  
21 dangerous situations at intersections or amongst other traffic as stopping  
22 distance will drastically increase unexpectedly. Based on previous reports  
23 this is likely caused by the ABS engaging at inappropriate times or  
24 performing in an inappropriate manner.”
- 25 • NHTSA Complaint No. 11594276, June 13, 2024 (2023 Hyundai Palisade):  
26 “I was driving over train tracks at about 5 mph when my car wouldn’t brake.  
27 I was jamming down on the pedal and that eventually triggered a really  
28 aggressive ABS and emergency braking. I came millimeters away from  
hitting the car in front of me and the whole time it felt like I had zero control  
of the car and the car just had a mind of its own. Based on what I’ve read  
online I believe this is a known issue that Hyundai is ignoring.”
- NHTSA Complaint No. 11594497, June 14, 2024 (2024 Hyundai Palisade):  
“Two times my car has lost its ability to break, and when I try to break it  
feels like the break pedal was very hard to push down. The car was very  
lurchy but finally came to a stop when the breaks finally engaged. The  
feeling is like when you press on the breaks when you are sliding on ice.  
This leads me to wonder if it has something to do with the ABS system. The

1 first time this happened I was pulling into a parking lot only going less than  
 2 10 mph. The 2nd time I was pulling out of a parking lot (again probably  
 3 going 5-7 mph) onto a busy road and they failed to work. I almost ran into  
 4 oncoming traffic and was very scared. I do not feel safe driving the car and  
 had it towed back to the dealer. It is currently in the shop there.”

- 5 • NHTSA Complaint No. 11594631, June 16, 2024 (2024 Hyundai Palisade):  
 6 “Slowing vehicle to prepare for a stop at Traffic Light I experienced a  
 7 lurching forward after I applied the brakes for full stop.”
- 8 • NHTSA Complaint No. 11595155, June 18, 2024 (2024 Hyundai Palisade):  
 9 “The contact owns a 2024 Hyundai Palisade. The contact stated that while  
 10 his wife was pulling out of a parking lot, the brake pedal was depressed;  
 11 however, the vehicle independently accelerated forward and then came to a  
 12 complete stop seconds later. The vehicle was not diagnosed or repaired. The  
 manufacturer was not notified of the failure. The failure mileage was  
 approximately 700.”
- 13 • NHTSA Complaint No. 11595441, June 20, 2024 (2024 Hyundai Palisade):  
 14 “When driving at low speeds over bumpy roads or obstacles like train tracks,  
 15 seems like the ABS activates and the brake pedal turns very hard to press  
 16 and the car wouldn't brake unless pushed very hard as the car keeps moving  
 17 forward, not stopping. It's happened at least 4 times in 2 months. Braking  
 capacity diminishes by 90% in those few seconds and if you don't know how  
 18 to act and press the brake as hard as you can, the car won't stop.”
- 19 • NHTSA Complaint No. 11595653, June 21, 2024 (2024 Hyundai Palisade):  
 20 “I just had my 5th occurrence with my new 2024 Hyundai Palisade where  
 21 while braking at a slow speed, my abs kicked in and wouldn't stop my car  
 22 despite pushing the brake to the floor. Finally it abruptly stopped. In all  
 23 situations, the road surfaces seemed to be slightly uneven or slightly bumpy.  
 Each time this happened, I was traveling very slow and no faster than 10  
 24 mph. I've had my car for 2+ months and now has happened 5 times. This  
 25 past time, I missed rear ending a vehicle in front of me because abs was  
 aggressively pulsating but not stopping until almost hitting the vehicle in  
 front of me.”
- 26 • NHTSA Complaint No. 11596610, June 22, 2024 (2024 Hyundai Palisade):  
 27 “While braking, hitting a bump causes the ABS to engage and disengage  
 28 repeatedly causing a violent shaking in the brake pedal and steering wheel.

1 The brake pedal goes soft and the issue was only stopped by pushing the  
2 brake pedal to the floor with extra force.”

- 3 • NHTSA Complaint No. 11597101, June 26, 2024 (2024 Hyundai Palisade):  
4 “At a low speed coming to a stop sign on an uneven paved road the steering  
5 wheel shook and the brake pedal pulsed. I was unable to stop the vehicle in  
6 a timely manner. The outside conditions were normal and the pavement was  
7 dry. Luckily there was not a vehicle or pedestrian in front of me or I likely  
8 would have ran into them. It scared me and my daughter that was in the car  
9 with me.”
- 10 • NHTSA Complaint No. 11597046, June 26, 2024 (2024 Hyundai Palisade):  
11 “Low speeds going over any uneven surface even slightly uneven causes the  
12 abs brakes to kick in and the car car shakes and unable to stop the car. Had  
13 happened multiple times this time I almost crashed into the car in front of  
14 me going 6mph because my brakes didnt let me stop and the road was fine  
15 just a a couple breaks in the pavement.”
- 16 • NHTSA Complaint No. 11597756, June 29, 2024 (2023 Hyundai Palisade):  
17 “Under slow speeds and while applying brakes over bumps, the breaks  
18 become unresponsive. The car does not react to pushing the brakes pedal. It  
19 almost feels like ABS is kicking in but the car does not slow down.”
- 20 • NHTSA Complaint No. 11597861, June 30, 2024 (2023 Hyundai Palisade):  
21 “After hitting any size bump my car does not stop, the car starts shaking, and  
22 I have to slam on the brake in order to stop. This has happened multiple  
23 times, the most recent caused me to almost run a red light and cause and  
24 accident. I am reaching out to the dealer today. The car did not show any  
25 warning lights on the dashboard.”
- 26 • NHTSA Complaint No. 11598421, July 2, 2024 (2023 Hyundai Palisade):  
27 “Was in traffic on a summer dry day when I went to stop again at a speed  
28 under 15 and brakes locked up the steering wheel starting to shake and  
brakes were pulsating up and down I had to really push down hard and all  
the way on the brakes and it finally stopped the car. I almost rear ended the  
car in front of me no lights came on the dash no warning noises.”
- NHTSA Complaint No. 11598652, July 3, 2024 (2024 Hyundai Palisade):  
“I had this issue many times over the last couple of months. Every time the  
vehicle passes a pot hole or significant bump the brakes lock and I can't  
brake. No matter how hard I hit on it. This has caused many dangerous where  
I was unable to brake and almost hit another vehicle. It seems like the anti

locking mechanisms or anti skid mechanism kick in and lock the brakes. I can hear a vibrating sound from beneath the car.”

- NHTSA Complaint No. 11599206, July 5, 2024 (2024 Hyundai Palisade): “Car doesn't brake as expected over uneven surfaces (pot holes, speed bumps, divots) at low speeds (under 10 miles per hour). Instead of the car braking the ABS system kicks in causing a rumble and the car to continue to travel forward at it's current speed. This in turn causes the driver to engage the brake completely to get the car to stop before rear ending a vehicle in front or proceeding past stop signs, red lights, and entering cross traffic.”
- NHTSA Complaint No. 11599588, July 6, 2024 (2023 Hyundai Palisade): “The Hyundai Palisade 2023 faces a braking issue when going over an uneven or rough patch on the road. When the brake is depressed, the vehicle does not slow down. The brake vibrates and does not fully engage. Only when pressing the brake very strongly does it engage and bring the vehicle to a stop. Faced this issue a few times with no vehicles in front of time. Once as I was pulling out of a parking lot, I had the same issue and had cars ahead of me. I struggled to bring my car to a halt to avoid colliding with the vehicle in front of me. This is quite dangerous and should be addressed by Hyundai. Upon talking to multiple Palisade owners, they have all consistently faced the same issue. Some of my friends in India say they’ve faced the same issue on smaller size Hyundai SUVs that they own there.”
- NHTSA Complaint No. 11599480, July 6, 2024 (2024 Hyundai Palisade): “I was approaching an intersection and it was a red light. There were rumble divets on the road to notify drivers to slow down. When attempting to break at 20mph, the brakes appeared to lock up and I couldn’t slow down despite applying constant pressure to the brakes. I nearly hit the car in front of me and it was very dangerous. I’ve never felt that before in a car and feel Hyundai needs to address the ABS system.”
- NHTSA Complaint No. 11600147, July 8, 2024 (2024 Hyundai Palisade): “The anti-lock brake system engaged on a dry road while trying to stop at a light. The braking distance increased dramatically with very little control of the vehicle and almost caused an accident rear-ending the car ahead of me with kids in car.”
- NHTSA Complaint No. 11603242, July 18, 2024 (2024 Hyundai Palisade): “The brakes stop working intermittently. The dealership started it's a known issue but there hasn't been a recall and the is buying they can do. There is no

1 warning when this happens, they just stop working. My wife actually went  
2 through an intersection- luckily the were no cars in the intersection.”

- 3 • NHTSA Complaint No. 11603131, July 18, 2024 (2024 Hyundai Palisade):  
4 “Braking system. While driving at low speed (15mph and under) the brakes  
5 malfunction, the car shakes, and it takes about twice as long to stop. It may  
6 be an issue with the ABS system, but I’m unsure. Roads were clear and not  
7 uneven. Thankful there were no cars or pedestrians in front of me.”
- 8 • NHTSA Complaint No. 11603459, July 19, 2024 (2023 Hyundai Palisade):  
9 “When pressing the brake pedal over uneven pavement (at low speeds of less  
10 than 10 mph) the brake pedal shuddered so harshly I thought I wouldn't be  
11 able to stop. The first time this occurred, I was driving over a manhole cover  
12 and braking as I was behind a school bus slowing to a stop at a stop sign - I  
13 thought I was going to collide with the bus. The second time occurred when  
14 turning into a parking lot which was uneven (where the parking lot met the  
15 sidewalk). This seems like a significant safety hazard that could cause  
16 crashes, injuries and fatalities. Please look into this.”
- 17 • NHTSA Complaint No. 11603317, July 19, 2024 (2023 Hyundai Palisade):  
18 “Oversensitive abs system, experiencing shaking when going over small  
19 bump on road and have to hit brakes hard to stop.”
- 20 • NHTSA Complaint No. 11603544, July 20, 2024 (2023 Hyundai Palisade):  
21 “Was turning right going down hill the road was slightly bumpy. During the  
22 turn it felt like the ABS system kicked in and the car was not slowing down.  
23 Also felt like I did not have any control of the vehicle.”
- 24 • NHTSA Complaint No. 11603513, July 20, 2024 (2024 Hyundai Palisade):  
25 “I have a 2024 Hyundai Pallisade and have had the brakes not work properly  
26 three separate times. After one time I had my husband drive when I needed  
27 to drive the kids because it scared me so much. After two weeks I started  
28 driving it again full time and the brakes locked up again and I slid and  
couldn't stop. I had Hatchett Hyundai take the car for weeks and it never  
happened for them they said. I got it back for a couple days and while driving  
on a non bumpy and non rocky road after exiting the highway I almost got  
in a catastrophic wreck because the brakes locked up and I almost slammed  
into the car in front of me. I had to veer into another lane to the right as the  
whole car was shaking and would not brake. I immediately called Hatchett  
Hyundai and said I was not comfortable driving the car and would never get  
in it again because of what happened. They have said they've never heard of



1 this and cannot do anything without getting it to happen again. I have found  
 2 multiple things online about people having the exact same issue. It is horrible  
 3 and scary that they are avoiding the issue and putting lives at risk.”

- 4 • NHTSA Complaint No. 11603913, July 22, 2024 (2024 Hyundai Palisade):  
 5 “The car will continue driving forward when pressing the break pedal when  
 6 you try to stop on uneven pavement, potholes, broken roads etc, I nearly rear  
 7 ended a car with my entire family in the car including my kids also a 2 year  
 8 old, since the car refused to simply stopped and I was going between 10-  
 9 15mph, ABS is very sensitive and it kicks in when it shouldn't making it  
 10 extremely dangerous for a family hauler vehicle, this has to be investigated  
 11 as there are 1000's of reports with the same issue and Hyundai refuses to fix  
 12 this issue, issue a recall ASAP!!!”
- 13 • NHTSA Complaint No. 11603869, July 22, 2024 (2024 Hyundai Palisade):  
 14 “The vehicle fails to break when going over potholes, bumps in the road,  
 15 uneven pavement nearly rear ending other vehicles, it's extremely dangerous  
 16 for a family hauler vehicle!”
- 17 • NHTSA Complaint No. 11604316, July 24, 2024 (2024 Hyundai Palisade):  
 18 “ABS activates when pressing brakes and hit any type or bump. Extreme  
 19 shaking and shuddering of the whole vehicle and steering wheel until vehicle  
 20 stops. This has happened more than 5 times since purchase in April.”
- 21 • NHTSA Complaint No. 11605333, July 30, 2024 (2024 Hyundai Palisade):  
 22 “Three times in the last month, the vehicle has failed to stop within a normal  
 23 distance when brakes are applied. All 3 of these occurred when slowing the  
 24 vehicle with the brakes at slow speeds on rough surfaces. The front of the  
 25 car bounces, the brake pedal vibrates rapidly and the brakes release. Even  
 26 though brake pedal pressure is applied at a normal door pressure, the car  
 27 doesn't slow down and will continue forward potentially entering an  
 28 intersection or hitting the car in front of it. When brake pressure is increased  
 pressing extremely hard on the pedal, the car stops very abruptly.”
- NHTSA Complaint No. 11605315, July 30, 2024 (2024 Hyundai Palisade):  
 “When going approximately 15mph on a brick road when approaching a stop  
 sign I began breaking and the breaks malfunctioned. The breaks began  
 almost pulsating like the ABS was kicking on. I was unable to stop my  
 vehicle and had to turn onto the upcoming road. Luckily no other vehicles  
 were present or this would have caused an accident.”

- 1 • NHTSA Complaint No. 11606270, August 3, 2024 (2024 Hyundai  
2 Palisade): “I was going fairly slow, about 25. Approached a stop sign and  
3 my vehicle began shaking uncontrollably and I could not stop. Ended up  
4 going through the stop sign and it stopped abruptly. This could have been a  
5 deadly scenario. This is not the first time it has happened but not to this  
6 extend. Also the rear collision warning does not always work! I backed into  
7 a dumpster at work and now have thousands of dollars to repair my back  
8 hatch. I feel UNSAFE in this vehicle and driving my three year old son  
9 around in it!”
- 10 • NHTSA Complaint No. 11606385, August 5, 2024 (2023 Hyundai  
11 Palisade): “When moving over bumpy ground at slow speeds - the brakes  
12 don’t latch on properly. The entire vehicle shakes and continues to move  
13 forward in a bumpy fashion. Never happened to me in any other car and I  
14 drive the same routes everyday. Many people are complaining about it online  
15 for the Palisade - and it seems like Hyundai has confirmed the issue but isn’t  
16 fixing it or issuing a recall. Please take action!”
- 17 • NHTSA Complaint No. 11606475, August 5, 2024 (2024 Hyundai  
18 Palisade): “I was approaching a stop sign at low speed. Road was a bit  
19 gravelly and when I tried breaking the abs kicked in and wouldn’t allow me  
20 to break. A car was going and last second finally car stopped. It was so scary!  
21 Many times this keeps happening as I’m breaking if road has a slight bump  
22 or rocks the breaking system kicks in and takes over not allowing me to  
23 break. You hear the noise of the ABS taking over when it shouldn’t. I took  
24 car to hyundai service and they said they couldn’t “replicate” the problem.  
25 I don’t know how they couldn’t because it happens all the time!”
- 26 • NHTSA Complaint No. 11609202, August 7, 2024 (2023 Hyundai  
27 Palisade): “While driving at slow speed I took my foot off the gas and  
28 applied pressure to the brake pedal. The brakes did not work properly; the  
brakes engaged and disengaged multiple times and the car continued to lurch  
forward almost resulting in a collision. This is a critical failure of the braking  
system and is extremely unsafe. In this scenario, I could have hit the car in  
front of me. Had I been approaching an intersection, I could have been in a  
severe collision. I brought the car to the dealership and they could not  
replicate the issue. They inspected the vehicle and did not provide any  
information on what could have caused the issue. No component was  
identified as the cause of the problem. No warning lamps were on prior to or  
after the incident. During the incident, I was not looking at my dashboard; I

1 was trying to not hit the vehicle in front of me. The car has under 20,000  
2 miles and has been driven for just over a year.”

- 3 • NHTSA Complaint No. 11607595, August 9, 2024 (2024 Hyundai  
4 Palisade): “When braking lightly between 10-20MPH, the ABS will activate  
5 if I hit a small bump or pothole. Something as simple as pulling into my  
6 driveway will cause the ABS to activate. On one occasion, I was driving  
7 through a gas station parking lot, lightly pressed on the brakes to slow down  
8 over a rough patch of concrete and the ABS came on. The car behaved as  
9 though I was braking on ice. This is incredibly dangerous and Hyundai has  
10 been unable to diagnose the issue and unwilling to present any viable  
11 options.”
- 12 • NHTSA Complaint No. 11607436, August 9, 2024 (2024 Hyundai  
13 Palisade): “When driving over slightly uneven terrain the brakes malfunction  
14 and don't work. I start feeling a vibrating and rattling and the car just doesn't  
15 stop when braking. There are many reports of this issue online. Yesterday I  
16 was involved in an accident because of this and that I god I didn't hit a person  
17 only a car and no one was seriously injured.”
- 18 • NHTSA Complaint No. 11607860, August 11, 2024 (2024 Hyundai  
19 Palisade): “Dealership made several repairs at no cost to me that minimized  
20 the issue but issue still present. Car is leased. There were NO weights on rear  
21 tires, weights had to be installed. Brakes feel as if being pushed upward when  
22 driving over rough road surface. Gas pedal vibrating when driving over  
23 rough surface. And feels as if bottom of vehicle or something under is  
24 dragging. Please help - I have 3 children one of whom is in wheelchair.  
25 Safety is a priority. Thank you.”
- 26 • NHTSA Complaint No. 11607795, August 11, 2024 (2024 Hyundai  
27 Palisade): “I was leaving my neighborhood approaching a stop sign going  
28 15-20 mph and started to apply the brakes. It was a little bumpy and maybe  
very light gravel. (Clear weather, dry road) The car suddenly and unusually  
applied the brakes repeatedly (I felt it through the pedal). It actually took the  
car longer to stop than normally it would have (I drive this route every day).  
It definitely was unusual, caught me off guard, and could have been worse as  
I ultimately stopped much closer than normal to a 45 mile an hour 2 lane  
road. My husband was with me in the car, and he mentioned he recalled a  
similar experience several months ago.”



- 1 • NHTSA Complaint No. 11607789, August 11, 2024 (2024 Hyundai  
2 Palisade): “Hyundai Service for Malfunction 8-10-24 Took New 2024  
3 Palisade to Hallmark Hyundai Service Dept. for issue with handling On 4  
4 different occasions while driving out of a parking garage at Centennial  
5 Medical Center in Nashville TN, going approximately 5 MPH or so, the front  
6 wheels started moving back and forth very violently. Steering wheel shaking  
7 with violent wheel movement. I held the steering wheel Firmly and slammed  
8 the brakes. Shaking stopped. This happened on 3 different occasions. The  
9 forth occasion happened while pulling into a parking area at Centennial Park,  
10 Nashville TN. I hit a small pot hole and the same activity occurred while  
11 driving 10-15MPH. I held the steering wheel Firmly and Firmly applied the  
12 brakes to make it stop the shaking. Reported the incident to Hallmark  
13 Hyundai on 8-7-24. Nicole set me an appointment for 8-10-24 at 8am for  
14 immediate inspection and to make sure everything was still “tight”. After  
15 meeting with the technician, her immediate comment was that this is called  
16 a “Death Wobble”. They ran a full diagnostic and found no codes. They want  
17 me to bring the vehicle back and keep it and perform tests and more  
18 inspection for this may be the first report of such dangerous activity. They  
19 think it could be the driving assist system, abs, suspension issues, etc.???  
20 The technician stated that the “Death Wobble” happened to her once while  
21 traveling at a speed of 60MPH. I asked if this could happen at any traveling  
22 speed, the answer was YES!!!!”
- 23 • NHTSA Complaint No. 11608001, August 12, 2024 (2024 Hyundai  
24 Palisade): “ABS activating for no reason while braking in perfect driving  
25 conditions and not allowing the vehicle to come to a stop as needed. The first  
26 incident caused me to slide through a stop sign narrowly avoiding other  
27 traffic, and the second incident almost caused me to rear end the vehicle in  
28 front on me. This is apparently a known issue with Hyundai and needs to be  
addressed ASAP!”
- NHTSA Complaint No. 11608523, August 14, 2024 (2024 Hyundai  
Palisade): “While braking at lower speed over non smooth road, my brakes  
jam up and I can not brake. My car drifted right into an intersection and  
grateful no cars were coming. Has happened multiple times.”
- NHTSA Complaint No. 11608737, August 15, 2024 (2024 Hyundai  
Palisade): “While driving and approaching a stop, the vehicle would not stop  
when gradually pressing on the brake. The only way to stop the vehicle was  
to SLAM on the brake. When I would brake entering a parking lot, the

1 vehicle would continue and would not slow down as I applied pressure on  
2 the brake until I slammed the brake.”

- 3 • NHTSA Complaint No. 11609386, August 18, 2024 (2023 Hyundai  
4 Palisade): “ABS system activates when braking is applied over rough dry  
5 roadways, such as railroad tracks, rubble strips, or general bumps in the road,  
6 (minor potholes or manhole covers.)”
- 7 • NHTSA Complaint No. 11609801, August 20, 2024 (2024 Hyundai  
8 Palisade): “When driving the car began to shake severely and lost all braking  
9 ability. The only reason we stopped was the Anton front end collision  
10 slammed us to a stop. My mom and children were in the car at the time, if  
11 there was no car in front of us we would not have stopped and would have  
12 ended up in an intersection and could have been tboned or if we going faster  
13 anti front end collision would not have been able to stop us and would could  
14 have been injured or worse ! The car has been brought in twice to two  
15 seperate Hyundai dealerships for diagnosis, they were unable to diagnosis  
16 anything.”
- 17 • NHTSA Complaint No. 11610099, August 21, 2024 (2023 Hyundai  
18 Palisade): “\*Conditions: sunny, dry, about 70 degrees While driving at a  
19 lower speed (< 20 MPH), I started applying my brakes just before going over  
20 a railroad track. After starting to initially slow down, I crossed the railroad  
21 tracks and my brakes started pulsing very loudly but were no longer slowing  
22 down the car. Despite breaking about 5 to 6 seconds before the car in front  
23 of me, I just keep on rolling right up to the point where I was going to hit  
24 them and then the auto-safety stop slammed my car to a halt. I may have  
25 actually hit them, it was hard to tell. The driver even pulled over, got out and  
26 looked at their car, but gave me a thumbs up as if I didn't hit them. I'm  
27 extremely concerned that my brakes didn't work in perfect conditions when  
28 starting to break with PLENTY of time. I just went online to see if this has  
happened to others because it was so crazy, and it looks like there are  
numerous stories just like mine (i.e., when breaking on a bumpy surface).  
How in the world has this not been recalled?! My car has less than 20k  
miles on it and it has been regularly serviced via Hyundai dealerships. I have  
dashcam video to verify/corroborate my story. You can see that I was going  
slow to begin with, started breaking well before I needed to, you can hear  
my breaks grinding loudly, and the car is just not stopping until the last  
second before I'm about to crash where it slams to a halt from the automated  
stopping system.”

- 1 • NHTSA Complaint No. 11611222, August 27, 2024 (2024 Hyundai  
2 Palisade): “Seems the ABS system kicks in when it really should not. Just  
3 driving slowly and hitting a pothole and or going over a speed bump or  
4 something similar while braking will cause the ABS system to kick on and  
5 make the vehicle go further before actually stopping. This happened multiple  
6 times and two times I almost hit someone due to the ABS coming on and not  
7 stopping my vehicle in time. The vehicle will shake a bit and make a loud  
8 noise when this happened. The vehicle has been inspected and was told it is  
9 working as intended. Which I find hard to believe. Our Subaru does not do  
10 this. No warning lights are on. It is just a very unsafe thing to happen.”
- 11 • NHTSA Complaint No. 11612011, September 1, 2024 (2024 Hyundai  
12 Palisade): “In two instances over the last week, my wife has experienced  
13 her antilock brake system (ABS) initiating on dry, flat, asphalt pavement.  
14 The ABS deployment was obviously unexpected and caused the vehicle to  
15 shake abruptly and kept the vehicle from coming to a stop as quickly as it  
16 should have. There seems to be an issue with the ABS system and is causing  
17 dangerous situations on the roadway.”
- 18 • NHTSA Complaint No. 11613173, September 7, 2024 (2023 Hyundai  
19 Palisade): “My wife nearly crashed into a vehicle because the brakes on her  
20 2023 Palisade would not work! I researched and she is not the only one this  
21 has happened to. It seems to be a known issue but there is no recall assigned  
22 to this, which is a huge safety concern for my wife and for our daughters,  
23 which were in the car when this happened. It could have been much worse  
24 if the brakes failed and the car were to drift into cross-traffic! This needs to  
25 be addressed immediately before someone gets seriously injured or even  
26 dies! In the meantime, our Palisade will not be driven.”
- 27 • NHTSA Complaint No. 11613172, September 7, 2024 (2023 Hyundai  
28 Palisade): “The car would not brake when approaching a stoplight and I  
nearly ran into the vehicle in front of me. I had my daughters and a friend of  
theirs in the car and it could have been disastrous if I were to have not been  
able to brake and drove into cross traffic! This issue needs to be addressed  
immediately before someone gets seriously injured or dies!”
- NHTSA Complaint No. 11613334, September 8, 2024 (2024 Hyundai  
Palisade): “Yesterday at roughly 6:25 PM while coming to a stop  
traveling about 7-10 mph the braking system failed to stop the vehicle. The  
ABS system went off violently and the steering wheel and entire vehicle  
shook violently. It was as if the braking system completely stopped

1 responding mid stop. The vehicle was within 3 feet of hitting another vehicle.  
 2 Well, this vehicle has exhibited these symptoms before it is usually only a  
 3 shuttering, and the vehicle comes to a stop nearly normally. However, this  
 4 time it did not Stop and continued forward. This has been inspected by the  
 dealership once before with nothing found.”

- 5 • NHTSA Complaint No. 11613868, September 10, 2024 (2023 Hyundai  
 6 Palisade): “The ABS seems to kick in over aggressively. It will kick in and  
 7 the brake pedal gets all jiggly on slight changes in road situations. For  
 8 example, going into my driveway, driving over a manhole cover, etc. This  
 9 has felt dangerous in several instances if I'm slowing down for a red light  
 and the ABS kicks in and significantly increases my stopping distance.”
- 10 • NHTSA Complaint No. 11613818, September 10, 2024 (2023 Hyundai  
 11 Palisade): “When slowing down from a slow speed the car will begin to  
 12 shake. This is intermittent.”
- 13 • NHTSA Complaint No. 11613793, September 10, 2024 (2023 Hyundai  
 14 Palisade): “When hitting a pothole or bump at low speeds the braking system  
 15 fails and does not brake. As if the abs system engages and leaves me going  
 16 further when i need to stop. This problem always happens on the same street  
 17 where i live.”
- 18 • NHTSA Complaint No. 11613874, September 10, 2024 (2024 Hyundai  
 19 Palisade): “We were driving down a rough road about 15-20mph coming to  
 20 a stop sign when I started breaking the ABS breaks engaged and I could not  
 stop the vehicle in time and almost got hit by oncoming traffic. After that  
 event the car breaking system worked properly. I did not notice any warning  
 lights on dash board. I have called the dealer waiting on a response.”
- 21 • NHTSA Complaint No. 11613865, September 10, 2024 (2024 Hyundai  
 22 Palisade): “While driving at slow speeds over bumps or potholes the vehicle  
 23 shakes and doesn't stop. I have to remove my foot from the brake and smash  
 24 the pedal to the floor. It happens at least once a week. The dealership hasn't  
 25 seen it yet. I drive with my two kids in the car 90% of the time so it is a major  
 concern.”
- 26 • NHTSA Complaint No. 11613838, September 10, 2024 (2024 Hyundai  
 27 Palisade): “Experience weird braking on bumps, potholes, sand, etc. Car  
 28 won't stop normally when this problem activates. Very unsafe. Brake pedal  
 starts "vibrating" when this is happening. It wont brake normally. There is  
 no warning lights. No issues other than this.”

- 1 • NHTSA Complaint No. 11614081, September 11, 2024 (2024 Hyundai  
2 Palisade): “Shaking and not braking at slow speeds going on bumpy roads.  
3 It happened a several times to me, once almost entered the crossing, this is  
4 not normal.”
- 5 • NHTSA Complaint No. 11613921, September 11, 2024 (2024 Hyundai  
6 Palisade): “Antilock braking system has issues. On two separate occasions  
7 when stopping at an intersection with significant potholes the car shook and  
8 wouldn't come to a stop no matter how hard the brake was depressed. It  
9 would not come to a stop and had to take foot off the brake and press down  
10 hard again for it to respond.”
- 11 • NHTSA Complaint No. 11614160, September 12, 2024 (2024 Hyundai  
12 Palisade): “When braking on an uneven surface, the anti-lock braking system  
13 will sometimes kick in, causing the car to shake and not deliver the stopping  
14 power the driver expects. I've nearly rear ended multiple people and have  
15 glided out into intersections before. Typically happens when leaving parking  
16 lots, coming to 4 way stops, or pulling into driveways. I've also had the  
17 emergency braking system kick in on a few occasions while this happened.  
18 You lose all ability to maneuver the vehicle when this happens. I've had the  
19 dealership look at this multiple times only to tell me that it's my driving  
20 habits causing the ABS to initiate. A simple search online shows that lots of  
21 2024 Palisade owners are reporting similar issues. I do not believe Hyundai  
22 understands how to fix this issue yet.”
- 23 • NHTSA Complaint No. 11614516, September 13, 2024 (2023 Hyundai  
24 Palisade): “Leaving parking lot. Approaching Exit to street to turn right.  
25 Going slow and applying the brakes. Hit a small crack or pothole in the  
26 pavement and the ABS kicks in. Brake shutters when abs occurs, but braking  
27 pressure is very light and car almost rolls into intersection. I think I had to  
28 quickly release brake and step on brake again to be able to stop the vehicle.  
It happened very quickly Vehicle is 1 year old. No lamps or codes. Happened  
again in similar situation. Trying to stop at lower speed. Hit a bump or loose  
gravel. Abs kicks in and braking pressure is drastically reduce even after  
getting past the crack or gravel.”
- NHTSA Complaint No. 11614551, September 14, 2024 (2023 Hyundai  
Palisade): “The ABS braking problem has not been mentioned to Hyundai  
or any other company or organization to date as it was just recently  
experienced. I recently put unscreened millings on the road end of my gravel  
driveway. When coming to a slow stop before entering the public road I now



1 experience the brake vibration or chattering with deminished braking  
 2 responce. Fortunately, I have not experienced this while driving on a public  
 3 road in 35,000 miles.”

- 4 • NHTSA Complaint No. 11614607, September 14, 2024 (2024 Hyundai  
 5 Palisade): “While approaching an intersection to make a right-hand turn at  
 6 approximately 5 mph, I lightly applied the brakes. The entire car shook, and  
 7 instead of slowing down, it continued to lurch forward. The road conditions  
 8 were dry but slightly bumpy. The car exhibits the same behavior on uneven  
 9 surfaces, such as in an alley with a slightly uneven road. The ABS system  
 10 engages unnecessarily, increasing the stopping distance. On several  
 11 occasions, this issue has nearly caused a collision with the vehicle in front  
 12 due to the car’s inability to slow down properly and its tendency to lurch  
 13 forward into intersections.”
- 14 • NHTSA Complaint No. 11614582, September 14, 2024 (2024 Hyundai  
 15 Palisade): “abs fails when going over bumps at speeds of 15mph or under  
 16 and I've had it repaired 2x in the 3 months I've owned it.”
- 17 • NHTSA Complaint No. 11615070, September 17, 2024 (2024 Hyundai  
 18 Palisade): “The brakes failed to operate properly when braking from at a  
 19 slow speed and driving over a bumpy road. The entire car started shaking  
 20 and the brakes took longer to respond than normal. Had someone been in  
 21 front of me I would have crashed. There are currently two palisades at my  
 22 dealer right now with the same complaint / issue. The car is currently with  
 23 the dealer but they have stated that they do not know how to fix the issue.  
 24 There were no warning indicators of any kind. The car shook violently and  
 25 the brakes didn’t respond.”
- 26 • NHTSA Complaint No. 11615179, September 18, 2024 (2024 Hyundai  
 27 Palisade): “A lot of the time I go to press on my brakes, my vehicle skids as  
 28 if I'm sliding on ice but we are in dead of summer. It makes a crunchy noise  
 almost and the pedal vibrates. It's a 2024 and has less than 10,000 miles and  
 has been doing it since I got the vehicle with only 500 miles. It has skid to  
 the point that if there is a vehicle in front of me it can cause an accident  
 because the vehicle does not come to a complete stop. I, now try to stop way  
 before I'm supposed to and keep a further distance because I'm afraid to  
 crash, and I drive on the bypass daily. There are no warning lights, I  
 mentioned it to the person who sold it and he said there were no recalls and  
 now he no longer works for the dealership.”

- 1 • NHTSA Complaint No. 11615672, September 20, 2024 (2024 Hyundai  
2 Palisade): “While driving at low speeds, turning, and braking simultaneously  
3 causes the brakes to alternately pulse and the steering wheel to shake left and  
4 right violently. It only stops when the brake pedal is released and the car is  
5 driving straight. Difficult to replicate but has happened multiple times.”
- 6 • NHTSA Complaint No. 11615763, September 21, 2024 (2024 Hyundai  
7 Palisade): “In Easton, on a sunny dry day in the 70s. Coming to a stop sign  
8 at the bottom of a 30ish degree decline. As I approached the stop sign the  
9 brakes at around 10mph started to lock. It felt like ABS kicking in on ice. I  
10 skidded past the stop sign. There was nothing I could do to stop it. Luckily  
11 no one was in front of me, I would have hit them. I have already reported  
12 one very similar incident.”
- 13 • NHTSA Complaint No. 11615761, September 21, 2024 (2024 Hyundai  
14 Palisade): “In north Attleboro, on a sunny dry day in the 70s. Coming to a  
15 stop sign at the bottom of a 20ish degree decline. As I approached the stop  
16 sign the brakes at around 10mph started to lock. It felt like ABS kicking in  
17 on ice. I skidded past the stop sign. There was nothing I could do to stop it.  
18 Luckily no one was in front of me, I would have hit them.”
- 19 • NHTSA Complaint No. 11615848, September 22, 2024 (2024 Hyundai  
20 Palisade): “The brakes in this car have a major safety issue. Many others  
21 besides me have experienced this issue I have discovered through reddit and  
22 youtube. Under very specific conditions the brakes fail to work properly. At  
23 slow speeds over uneven surfaces when you hit the brakes occasionally the  
24 car will fail to stop and continue on an addition 10-16 feet before finally the  
25 brakes kick in and stop. It's a helpless feeling as you press down as hard as  
26 possible on the brakes but the car continues to move. This can be difficult to  
27 recreate because it does not happen every time, I have found this happens  
28 most often driving over train tracks slowly while applying brakes but its also  
happened in other instances like hit a pothole at slow speeds while applying  
the brakes. This has probably happened at least a dozen times since Ive had  
this car about 8 months. I would guess the speed it happens at is about 5-15  
mph, never at high speeds thankfully. I feel nervous driving with my babies  
in the car, I am extra cautious knowing about this issue to attempt to stop  
much earlier than I normally would. This problem would most likely cause  
a fender bender with the car stopped ahead of me but what if there's uneven  
surface while Im stopping at a red light and I end up sliding out into traffic?  
Please please thoroughly investigate this issue before my family or another  
family has a tragic problem! Thank you.”

- 1 • NHTSA Complaint No. 11615837, September 22, 2024 (2024 Hyundai  
2 Palisade): “When braking while going over bumps/railroad tracks/rough  
3 roads, the brakes rattle/pump as if the ABS has kicked in and the car doesn’t  
4 slow down/stop.”
- 5 • NHTSA Complaint No. 11616011, September 23, 2024 (2024 Hyundai  
6 Palisade): “What component or system failed or malfunctioned, and is it  
7 available for inspection upon request? When braking at low speeds, breaks  
8 start to shake (almost as if the ABS kicked in) while going over uneven  
9 ground or a bump. Almost as though the brakes skip making it so the car  
10 won't come to a stop. How was your safety or the safety of others put at risk?  
11 Car felt like it wasn't going to stop or took longer to stop in a situation where  
12 the ABS did not need to kick on. Has the problem been reproduced or  
13 confirmed by a dealer or independent service center? Yes, but they say all  
14 the cars do it but I see it as a problem since it prevents the car from stopping  
15 normally. Has the vehicle or component been inspected by the manufacturer,  
16 police, insurance representatives or others? No Were there any warning  
17 lamps, messages or other symptoms of the problem prior to the failure, and  
18 when did they first appear? No warning lights or messages when it happens,  
19 it just randomly happens.”
- 20 • NHTSA Complaint No. 11616437, September 25, 2024 (2024 Hyundai  
21 Palisade): “When stopping on uneven roadway the vehicle shakes violently  
22 for a several seconds as the vehicle continues forward. There have been  
23 times the vehicle almost impacted another vehicle or traveled forward into  
24 an intersection.”
- 25 • NHTSA Complaint No. 11616576, September 26, 2024 (2023 Hyundai  
26 Palisade): “At times, when going over bumps, the brake pedal feels hard and  
27 hard to push to the floor. Other times, the brake pedal shakes and the vehicle  
28 feels as if it is shaking. The vehicle does not stop when brake pressure is  
applied. At other times the brakes lock up and I skid across pavement. There  
are never ABS lights on the dash though. I have replicated this issue with a  
technician in the vehicle. The dealership has documented that they have been  
able to recreate this issue multiple times. The dealership even replicated the  
issue in a demo model the sales manager drives. This vehicle is unsafe. I  
have slid out into oncoming traffic multiple times now. I almost ran into my  
own home because the brakes would not work. At times, my brakes lock up  
going over uneven surfaces. The issue occurs frequently in parking lots,  
where I am afraid to hit a pedestrian. The vehicle drive, other drivers,  
passengers, and pedestrians are put at risk by this safety issue.”



- 1 • NHTSA Complaint No. 11616736, September 26, 2024 (2024 Hyundai  
2 Palisade): “Whenever the car goes over bumps in the road at low speeds the  
3 ABS system activates. You can feel a “grinding” sensation emanating from  
4 the brake pedal. When it happens, if you try to engage the brakes, they don’t  
5 engage for several seconds. It happened to me recently with my kids in the  
6 car and we almost rolled into a busy intersection and could have been  
7 seriously injured.”
- 8 • NHTSA Complaint No. 11616720, September 26, 2024 (2024 Hyundai  
9 Palisade): “This happened many times, almost causing an accident once.  
10 When driving at a slow speed over a small bump in the road, and braking,  
11 the ABS system goes haywire and the vehicle fails to stop.”
- 12 • NHTSA Complaint No. 11616797, September 27, 2024 (2023 Hyundai  
13 Palisade): “When applying the brakes at slower speeds the over-sensitive  
14 ABS violently activates causing temporary brake loss and shaking of the  
15 vehicle. This has been addressed at Hyundai dealership and symptoms were  
16 confirmed from the service advisor. I was told that this isn’t normal  
17 operation per Hyundai. Regarding another issue. The transmission will  
18 shutter combined with 3-5 second delay when up-shifting during  
19 acceleration. I was told by Hyundai dealership that is also “normal”. If this  
20 is “normal” then why has this concern just started developing. If this is  
21 normal, why hasn’t this transmission done it from day one when we  
22 purchased the car. We are not happy Hyundai’s attempt to sell us on this  
23 falsehood! These are definitely safety concerns and should be addressed.”
- 24 • NHTSA Complaint No. 11616953, September 27, 2024 (2024 Hyundai  
25 Palisade): “After I purchased within a month I was approaching a parking  
26 spot and I applied brakes. They wouldn’t press down and the car start  
27 jumping forward. I pressed hard and the car would not stop and I hit a curb  
28 and it finally stopped. Second time: Approaching a stop sign I went over an  
un even are in the asphalt and the car jumped forward and I applied brakes  
and it jumped around and would not stop. I took to purchasing dealership  
and told them and showed them online issues others were having. They gave  
a rental for a week and called and said to come and get the car they could  
not duplicate the issue. I told them I was afraid and didn’t want to hit  
someone or a person. They said unless they could duplicate there was  
nothing they could do. I changed dealerships and plan to take to them for the  
issue. It has happened to me on a dirt road approaching the entrance to make  
a turn. I am making sure before I take back that I can have someone ride with  
me and show them. I don’t want them telling me they cannot duplicate again.

1 It is very scary and if a pedestrian was in front of me I have no control of the  
2 car when this happens.”

- 3 • NHTSA Complaint No. 11617239, September 30, 2024 (2023 Hyundai  
4 Palisade): “Under certain braking conditions, going over gaps in the  
5 road/bumps/railroad tracks and using the brakes, the brakes will lock up and  
6 stop working. The ABS seems to stop working, brake shakes hard and the  
7 car will not stop at times. Issue can occur at any speed, seems to be more  
8 common in lower speeds, under 25. Mentioned problem to specific  
9 dealership in Colorado and they did not seem to care about safety issue.  
10 Going to other dealership to have problem looked at. Appears to be an issue  
11 for certain 2023-2024 Hyundai Palisades in looking at online forums.  
12 Hyundai does not appear to have acknowledged this issue yet.”
- 13 • NHTSA Complaint No. 11616953, September 30, 2024 (2024 Hyundai  
14 Palisade): “While braking at a stop, and encountering a pothole (has occurred  
15 even without a pothole on straight surfaces), it feels like the is ABS kicking  
16 in to avoid wheel lockup, and apparent slowing which rapidly mimics  
17 activities that could cause hard braking. Similar to when the car is on  
18 ice/snow and the car pulses to stop. Unsafe, as the vehicle does not top when  
19 intended and forces the vehicle to take longer to stop with the potential to  
20 involuntarily enter an intersection. I have had this occur multiple times. I am  
21 fearful that I will potentially have an accident with my grandchildren in the  
22 car. Dealership is aware of multiple issues, but cannot duplicate and thus will  
23 not resolve. No warning lights, or notifications occurred. Has been discussed  
24 on 2024 Palisade Calligraphy forums. Review other reviews on reddit where  
25 other models have been affected.”
- 26 • NHTSA Complaint No. 11617488, October 1, 2024 (2024 Hyundai  
27 Palisade): “I bought a 24 Palisade Ltd Few month into ownership, I was  
28 approaching a stop light going 10 mph and started to apply the brakes as I  
passed over some slightly bumpy ground. The car lurched forward  
repeatedly as the brakes were applied, bouncing forward in spurts rather than  
stopping and taking twice as long to stop than it should have; I was one foot  
from rear-ending a biker and a car in front of me despite beginning to break  
with plenty of time to stop - this is so far from how an ABS system is  
supposed to work and something that will get you in a wreck), Hyundai  
dealership has told me that, they dont see a problem and fixed nothing.”
- NHTSA Complaint No. 11618272, October 5, 2024 (2024 Hyundai  
Palisade): “When the brakes are applied on uneven road at slow speeds, the

1 brake pulse violently but does not stop. This creates a very dangerous  
 2 situation. This happened several times and when my daughter was driving  
 3 the car, came within an inch of rear ending someone. I had a 2021 Palisades  
 4 Calligraphy which we drove on the same roads and this was never an issue.”

- 5 • NHTSA Complaint No. 11638927, January 27, 2025 (2025 Hyundai  
 6 Palisade): “I’m writing to report a safety issue with my 2025 Palisade  
 7 Calligraphy Knight Edition. The other day, I was driving in town on a rough  
 8 road, going under 25 miles per hour, when I came to a stop sign. I pressed  
 9 on the brakes, but the car wouldn't stop completely. It kept moving forward,  
 10 shuddering, and the ABS wouldn't stop. It felt like the brakes were not  
 11 engaging properly, and the ABS was malfunctioning. It did finally stop on  
 12 its own, but it was really scary. What component or system failed or  
 13 malfunctioned, and is it available for inspection upon request? I believe the  
 14 braking system, and potentially the ABS, malfunctioned. The vehicle is  
 15 available for inspection upon request. How was your safety or the safety of  
 16 others put at risk? My safety and the safety of others were put at risk because  
 17 the vehicle did not stop as expected, and I had limited control over the  
 18 vehicle's movement. This could have resulted in a collision. Has the problem  
 19 been reproduced or confirmed by a dealer or independent service center? No,  
 20 the problem has not been reproduced or confirmed by a dealer or  
 21 independent service center. This is the first time it has happened. Has the  
 22 vehicle or component been inspected by the manufacturer, police, insurance  
 23 representatives or others? No, the vehicle and its components have not been  
 24 inspected by anyone regarding this issue. Were there any warning lamps,  
 25 messages or other symptoms of the problem prior to the failure, and when  
 26 did they first appear? There were no warning lamps, messages, or other  
 27 symptoms of the problem prior to the failure. I'm worried that this could  
 28 happen again, and I want to make sure that other drivers are aware of this  
 potential problem. I've only had my Palisade for less than 100 miles, so I'm  
 hoping this is an isolated incident.”
- NHTSA Complaint No. 11654611, April 14, 2025 (2025 Hyundai Palisade):  
 “On three separate occasions while driving in moderate stop-and-go traffic,  
 I experienced an intermittent issue with my braking system. I was unable to  
 fully depress the brake pedal. In some instances, the pedal felt like it was  
 grinding as I pressed it down. The grinding sound was similar to what you  
 might hear when there’s surface rust on the brakes in the morning, but it was  
 coming from the brake pedal. I had been driving for a while and it hadn’t  
 rained in days. I also felt feedback in the pedal during these instances, even  
 though the issue did not appear to be related to the brake pads or rotors. This

1 reduced my ability to brake effectively, and although I have not been  
 2 involved in a crash, the safety of myself and those around me on the road  
 3 was potentially in jeopardy. The issue is sporadic and does not trigger any  
 4 dashboard warning lights.”

- 5 • NHTSA Complaint No. 11655324, April 16, 2025 (2025 Hyundai Palisade):  
 6 “When traveling slowly and braking, if you hit a bump the car steering  
 7 begins to shake wildly that makes you feel you will lose control. You have  
 8 to bump the brakes to make it stop. Seems like the anti lock brakes kick in  
 9 when it shouldn’t and because it is the front tires make the car violently  
 10 shake. Happens intermittently and difficult to reproduce at will. Has  
 11 happened numerous times. Brought to dealership and because it can’t be  
 12 reproduced at will they will not investigate the issue. Seems to be only a  
 13 matter of time this will cause an accident.”
- 14 • NHTSA Complaint No. 11655462, April 18, 2025 (2025 Hyundai Palisade):  
 15 “I was driving not even 5 miles per hour because I was coming to a turn I  
 16 was making there was bumps in the road I ran over and lost control of the  
 17 car no steering at all I couldn't stop it felt like I had a blow out and then I  
 18 stomped on the brake hard and it stopped before it hit the curb with no codes  
 19 or anything to tell Me what happened.”
- 20 • NHTSA Complaint No. 11656323, April 25, 2025 (2025 Hyundai Palisade):  
 21 “As seen on many complaints online, the ABS system is failing when  
 22 coming to a stop on dry roads. If you hit the slightest bump it will lung  
 23 forward and you are unable to stop the car for 15-20 feet. This has happened  
 24 numerous times almost causing an accident with my family. My fiancé was  
 25 driving the kids to school and she hit the brakes at a stop light and she was  
 26 unable to stop until she was in the intersection. Luckily, the cars coming  
 27 were able to avoid her. She is petrified to drive this car. Hyundai has a case  
 28 open and since they can't replicate it at the dealership, they send me my car  
 back. It has been at the dealership twice for this issue and it has happened  
 again. There are no options for me at this point other than to drive an unsafe  
 car.”

74. Although Hyundai was aware of the widespread nature of the ABS

Defect in the Class Vehicles, Hyundai has failed to take steps to provide Class  
 Vehicles’ owners relief.

1           75. Hyundai has deprived Class Members of the benefit of their bargain and  
2  
3 has caused them to expend money at its dealerships or other third-party repair  
4 facilities and/or take other remedial measures related to the ABS Defect contained in  
5 the Class Vehicles.

6  
7           76. Hyundai has not offered Class Vehicle owners compensation for the  
8 diminished value of the vehicles at the time of sale due to the defect and unacceptably  
9 high risk of being involved in a collision.

10  
11           77. Class Members have not received the value for which they bargained  
12 when they purchased or leased the Class Vehicles.

13  
14           78. As a result of the ABS Defect, the value of the Class Vehicles has  
15 diminished, including without limitation, the resale value of the Class Vehicles.  
16 Reasonable consumers, like Plaintiffs, expect and assume that a vehicle's brakes are  
17 not defective and will bring the vehicle to a stop within a reasonably expected  
18 distance. Plaintiffs and Class Members further expect and assume that Hyundai will  
19 not sell or lease vehicles with known safety defects, such as the ABS Defect, and will  
20 fully disclose any such defect to consumers prior to purchase or offer a suitable non-  
21 defective repair. They do not expect that Hyundai would fail to disclose the ABS  
22 Defect to them, and then refuse to remedy the defect under Hyundai's warranty within  
23 a reasonable period of time.  
24  
25  
26  
27  
28

1 **CLASS ACTION ALLEGATIONS**

2 **A. The Class**

3  
4 79. Plaintiffs bring this action on their own behalf, and on behalf of the  
5 following classes pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3):

6 **New York Class:** All persons or entities who purchased or leased any  
7 2023-2025 Hyundai Palisade vehicle in the State of New York (the “New  
8 York Class”)

9 **Ohio Class:** All persons or entities who purchased or leased any 2023-  
10 2025 Hyundai Palisade vehicle in the State of Ohio (the “Ohio Class”)

11 80. Hyundai and its employees or agents are excluded from the Class.

12 **B. Numerosity**

13  
14 81. Upon information and belief, the Class is so numerous that joinder of all  
15 members is impracticable. While the exact number and identities of individual  
16 members of the Class are unknown at this time, such information being in the sole  
17 possession of Defendant and obtainable by Plaintiffs only through the discovery  
18 process, Plaintiffs believe, and on that basis allege, that thousands of Class Vehicles  
19 have been sold and leased throughout New York and Ohio.  
20  
21

22 **C. Common Questions of Law and Fact**

23  
24 82. There are questions of law and fact common to the Class that  
25 predominate over any questions affecting only individual Class members. These  
26 questions include:

27  
28 a. whether the Class Vehicles suffer from the ABS Defect;

- 1           b.     whether the ABS Defect constitutes an unreasonable safety hazard;  
2  
3           c.     whether Defendant knows about the ABS Defect and, if so, how long  
4                 Defendant has known of the Defect;  
5  
6           d.     whether the defective nature of the Class Vehicles' braking system  
7                 constitutes a material defect;  
8  
9           e.     whether Defendant had and has a duty to disclose the defective nature of  
10                the Class Vehicles' braking system to Plaintiffs and the other Class  
11                Members;  
12           f.     whether Defendant knew or reasonably should have known of the ABS  
13                Defect contained in the Class Vehicles before they sold or leased them to  
14                Class Members; and  
15  
16           g.     Whether Defendant breached its express warranty.  
17

18           **D. Typicality**

19           83.    The Plaintiffs' claims are typical of the claims of the Class since  
20           Plaintiffs purchased and/or leased one of the defective Class Vehicles, as did each  
21           member of the Class. Furthermore, Plaintiffs and all members of the Class sustained  
22           economic injuries arising out of Defendant's wrongful conduct. Plaintiffs are  
23           advancing the same claims and legal theories on behalf of themselves and all absent  
24           Class members.  
25  
26  
27  
28



1                   **E. Protecting the Interests of the Class Members**

2                   84. Plaintiffs will fairly and adequately protect the interests of the Class and  
3  
4 have retained counsel experienced in handling class actions and claims involving  
5 unlawful business practices. Neither Plaintiffs nor their counsel have any interest  
6  
7 which might cause them not to vigorously pursue this action.

8                   **F. Proceeding Via Class Action is Superior and Advisable**

9                   85. A class action is the superior method for the fair and efficient  
10  
11 adjudication of this controversy. The injury suffered by each individual Class  
12 member is relatively small in comparison to the burden and expense of individual  
13 prosecution of the complex and extensive litigation necessitated by Defendant's  
14  
15 conduct. It would be virtually impossible for members of the Class individually to  
16  
17 effectively redress the wrongs done to them. Even if the members of the Class could  
18  
19 afford such individual litigation, the court system could not. Individualized litigation  
20 presents a potential for inconsistent or contradictory judgments. Individualized  
21  
22 litigation increases the delay and expense to all parties, and to the court system,  
23 presented by the complex legal and factual issues of the case. By contrast, the class  
24  
25 action device presents far fewer management difficulties, and provides the benefits of  
26  
27 single adjudication, an economy of scale, and comprehensive supervision by a single  
28  
and notified based on, *inter alia*, Defendant's vehicle identification numbers, warranty

1 claims, registration records, and database of complaints.

2  
3 86. Defendant has acted, and refused to act, on grounds generally applicable  
4 to the Class, thereby making appropriate final equitable relief with respect to the Class  
5 as a whole.

## 6 **FIRST CAUSE OF ACTION**

### 7 **Fraudulent Concealment** 8 **(On behalf of Plaintiffs and the Class)**

9  
10 87. Plaintiffs incorporate by reference all allegations contained in this  
11 Complaint as though fully stated herein.

12  
13 88. By affirmatively misrepresenting that the Class Vehicles are safe, and by  
14 failing to disclose and concealing the defective nature of the Class Vehicles' braking  
15 system from Plaintiffs and Class Members, Hyundai concealed and suppressed  
16 material facts concerning the performance and quality of the Class Vehicles.

17  
18 89. Defendant knew that the Class Vehicles' braking systems suffered from  
19 an inherent defect, were defectively manufactured or made, would fail prematurely,  
20 and were not suitable for their intended use.

21  
22 90. Defendant was under a duty to Plaintiffs and the Class Members to  
23 disclose the defective nature of the Class Vehicles' braking systems and/or the  
24 associated repair costs because:

- 25  
26 a. Defendant was in a superior position to know the true state of facts about  
27 the safety defect contained in the Class Vehicles' braking systems ;  
28

1 b. Defendant knew that the Class Vehicles suffered from an inherent defect,  
2 were defectively manufactured, and were not suitable for their intended  
3 use;  
4

5 c. Plaintiffs and the Class Members could not reasonably have been  
6 expected to learn or discover that braking systems in their vehicles have a  
7 dangerous safety defect until after they purchased or leased the Class  
8 Vehicles; and,  
9

10 d. Defendant knew that Plaintiffs and the Class Members could not  
11 reasonably have been expected to learn about or discover the ABS  
12 Defect.  
13

14  
15 91. On information and belief, Hyundai still has not made full and adequate  
16 disclosures and continues to defraud consumers by concealing material information  
17 regarding the ABS Defect and the performance and quality of Class Vehicles.  
18

19 92. The facts concealed or not disclosed by Defendant to Plaintiffs and Class  
20 Members are material in that a reasonable person would have considered them to be  
21 important in deciding whether or not to purchase the Class Vehicles.  
22

23 93. Plaintiffs and Class Members relied on Defendant to disclose material  
24 information it knew, such as the defective nature of the braking system in the Class  
25 Vehicles, and not to induce them into a transaction they would not have entered had  
26 the Defendant disclosed this information.  
27  
28

1           94. By failing to disclose the ABS Defect, Defendant knowingly and  
2  
3 intentionally concealed material facts and breached its duty not to do so.

4           95. The facts concealed or not disclosed by Defendant to Plaintiffs and the  
5 other Class Members are material because a reasonable consumer would have  
6  
7 considered them to be important in deciding whether or not to purchase the Class  
8 Vehicles, or to pay less for them.

9           96. Had Plaintiffs and other Class Members known that the Class Vehicles  
10  
11 suffer from the ABS Defect, they would not have purchased or leased the Class  
12 Vehicles or would have paid less for them.

13           97. Plaintiffs and the other Class Members are reasonable consumers who do  
14  
15 not expect that their vehicles will suffer from the ABS Defect. That is the reasonable  
16 and objective consumer expectation for vehicles.

17           98. As a result of Defendant's misconduct, Plaintiffs and the other Class  
18  
19 Members have been harmed and have suffered actual and economic damages in that  
20 the Class Vehicles are defective and require repairs or replacement parts and are worth  
21 less money because of the Defect.

22           99. Accordingly, Hyundai is liable to Plaintiffs and Class Members for  
23  
24 damages in an amount to be proven at trial.

25           100. Hyundai's actions and omissions were done maliciously, oppressively,  
26  
27 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the  
28

1 Class's rights and well-being, to enrich Hyundai. Hyundai's conduct warrants an  
2 assessment of punitive damages in an amount sufficient to deter such conduct in the  
3 future, which amount is to be determined according to proof.  
4

5 101. Furthermore, as the intended and expected result of its fraud and  
6 conscious wrongdoing, Hyundai has profited and benefited from Plaintiffs' and Class  
7 Members' purchase of Class Vehicles containing the ABS Defect. Hyundai has  
8 voluntarily accepted and retained these profits and benefits with full knowledge and  
9 awareness that, as a result of Hyundai's misconduct alleged herein, Plaintiffs and  
10 Class Members were not receiving vehicles of the quality, nature, fitness, or value that  
11 had been represented by Hyundai, and that a reasonable consumer would expect.  
12  
13

14 102. Hyundai has been unjustly enriched by its fraudulent, deceptive, and  
15 otherwise unlawful conduct in connection with the sale and lease of Class Vehicles  
16 and by withholding benefits from Plaintiffs and Class Members at the expense of  
17 these parties. Equity and good conscience militate against permitting Hyundai to  
18 retain these profits and benefits, and Hyundai should be required to make restitution of  
19 its ill-gotten gains resulting from the conduct alleged herein.  
20  
21

22 103. Plaintiffs seek damages and injunctive and equitable relief for themselves  
23 and for the Class.  
24  
25  
26  
27  
28

**SECOND CAUSE OF ACTION**

**Unjust Enrichment  
(On behalf of Plaintiffs and the Class)**

104. Plaintiffs incorporate by reference all allegations contained in this Complaint as though fully stated herein.

105. By affirmatively misrepresenting the Class Vehicles are safe, and by failing to disclose and concealing the defective nature of the Class Vehicles' Anti-lock Braking System and/or Traction Control System from Plaintiff and Class Members, Hyundai obtained monies which rightfully belong to Plaintiffs and the Class Members to the detriment of Plaintiffs and Class Members.

106. Hyundai appreciated, accepted, and retained the non-gratuitous benefits conferred by Plaintiffs and the proposed Class Members who, without knowledge of the ABS Defect, paid a higher price for their vehicles which actually had lower values. Hyundai also received monies for vehicles that Plaintiffs and the Class Members would not have otherwise purchased or leased.

107. It would be inequitable and unjust for Hyundai to retain these wrongfully obtained profits.

108. Hyundai's retention of these wrongfully obtained profits would violate the fundamental principles of justice, equity, and good conscience.

109. As a result of Defendant's unjust enrichment, Plaintiffs and Class Members have suffered damages.

1 110. Plaintiffs do not seek restitution under their Unjust Enrichment claim.  
2  
3 Rather, Plaintiffs and Class Members seek non-restitutionary disgorgement of the  
4 financial profits that Defendant obtained as a result of its unjust conduct.

5 111. Additionally, Plaintiffs seek injunctive relief, enjoining Defendant from  
6 further distribution, sales, and lease practices with respect to Class Vehicles; enjoining  
7 Defendant from selling the Class Vehicles with the misleading information;  
8 compelling Defendant to provide Class members with replacement components that  
9 do not contain the defects alleged herein; and/or compelling Defendant to reform its  
10 warranty, in a manner deemed to be appropriate by the Court, to cover the injury  
11 alleged and to notify all Class Members that such warranty has been reformed.  
12 Money damages are not an adequate remedy for the above requested non-monetary  
13 injunctive relief.  
14  
15  
16  
17

### 18 **THIRD CAUSE OF ACTION**

#### 19 **Breach of Express Warranty under N.Y. UCC §§ 2-313 and 2A-210** 20 **(On behalf of Plaintiff Maldonado and Vizel and the New York Class)**

21 112. Plaintiffs incorporate by reference all allegations contained in this  
22 Complaint as though fully stated herein.

23 113. In connection with the sale or lease of the Class Vehicles, Defendant  
24 provided Plaintiff Maldonado and Plaintiff Vizel and New York Class Members with  
25 its New Vehicle Limited Warranty where it promised to repair defective parts within 5  
26 years or 60,000 miles in service, whichever comes first.  
27  
28



1 114. Plaintiff Maldonado and Plaintiff Vizel and New York Class Members  
2  
3 relied on Defendant's warranty when they agreed to purchase or lease the Class  
4 Vehicles, and Defendant's warranty was part of the basis of the bargain.

5 115. Plaintiff Maldonado and Plaintiff Vizel and New York Class Members  
6  
7 submitted their Vehicles for warranty repairs as referenced herein. Defendant failed  
8 to comply with the terms of the express written warranty provided to each Class  
9 member, by failing to repair the ABS Defect under the vehicle's warranty within a  
10 reasonable period of time as described herein.

11  
12 116. Plaintiff Maldonado and Plaintiff Vizel and New York Class Members  
13  
14 have given Defendant reasonable opportunity to cure said defect, but Defendant has  
15 been unable and/or has refused to do so within a reasonable time.

16 117. As a result of said nonconformities, Plaintiff Maldonado and Plaintiff  
17  
18 Vizel and New York Class Members cannot reasonably rely on the Class Vehicles for  
19 the ordinary purpose of safe, reliable, comfortable, and efficient transportation.

20 118. Plaintiff Maldonado and Plaintiff Vizel and New York Class Members  
21  
22 could not reasonably have discovered said nonconformities with the Class Vehicles  
23 prior to Plaintiff Maldonado and Plaintiff Vizel and New York Class Members'  
24 acceptance of the Class Vehicles.

25  
26 119. Plaintiff Maldonado and Plaintiff Vizel and New York Class Members  
27  
28 would not have purchased or leased the Class Vehicles, or would have paid less for

1 the Class Vehicles, had they known, prior to their respective time of purchase or lease,  
 2 that Class Vehicles contained ABS Defect.

3  
 4 120. As a direct and proximate result of the willful failure of Defendant to  
 5 comply with its obligations under the express warranty, Plaintiff Maldonado and  
 6 Plaintiff Vizel and New York Class Members have suffered actual and consequential  
 7 damages. Such damages include, but are not limited to, the loss of the use and  
 8 enjoyment of their vehicles, and a diminution in the value of the vehicles containing  
 9 the defects identified herein.  
 10  
 11

#### 12 **FOURTH CAUSE OF ACTION**

##### 13 **Violation of N.Y. Gen. Bus. Law § 349** 14 **(On behalf of Plaintiff Maldonado and Vizel and the New York Class)**

15 121. Plaintiffs incorporate by reference all of the above paragraphs of this  
 16 Complaint as though fully stated herein.  
 17

18 122. Plaintiff Maldonado and Plaintiff Vizel and New York Class Members  
 19 are each “persons” under N.Y. Gen. Bus. Law § 349(g).  
 20

21 123. Defendant is a “person,” “firm,” “corporation” or “association” under  
 22 N.Y. Gen. Bus. Law § 349(g).  
 23

24 124. The allegations set forth herein constitute false, misleading, unlawful or  
 25 deceptive trade practice under N.Y. Gen. Bus. Law § 349, *et seq.*

26 125. By failing to disclose and concealing the ABS Defect from Plaintiff  
 27 Maldonado and Plaintiff Vizel and New York Class Members, Defendant violated the  
 28

1 N.Y. Gen. Bus. Law § 349, *et seq.*, as it represented that the Class Vehicles had  
2 characteristics and benefits that they do not have, represented that the Class Vehicles  
3 were of a particular standard, quality, or grade when they were of another, and  
4 advertised the Class Vehicles with the intent not to sell them as advertised.  
5

6  
7 126. Defendant's unfair and deceptive acts or practices occurred repeatedly in  
8 Defendant's trade or business, were capable of deceiving a substantial portion of the  
9 purchasing public and imposed a serious safety risk on the public.  
10

11 127. Defendant knew that the Class Vehicles suffered from the ABS Defect,  
12 were defectively manufactured or made, would fail prematurely, and were not suitable  
13 for their intended use.  
14

15 128. Defendant was under a duty to Plaintiff Maldonado and Plaintiff Vizel  
16 and New York Class Members to disclose the defective nature of the Class Vehicles  
17 because:  
18

- 19 a. Defendant was in a superior position to know the true state of facts about  
20 the ABS Defect contained in the Class Vehicles;  
21  
22 b. Defendant knew that the Class Vehicles suffered from an inherent defect,  
23 were defectively designed or manufactured, and were not suitable for their  
24 intended use;  
25  
26 c. Plaintiff Maldonado and Plaintiff Vizel and New York Class Members  
27 could not reasonably have been expected to learn or discover that their  
28

1 vehicles have the ABS Defect until after they purchased the Class  
2 Vehicles; and,  
3

4 d. Defendant made partial disclosures about the quality of the Class Vehicles  
5 without revealing the defective nature of the Class Vehicles and the ABS  
6 Defect.  
7

8 129. The facts concealed or not disclosed by Defendant to Plaintiff Maldonado  
9 and Plaintiff Vizel and New York Class Members are material in that a reasonable  
10 person would have considered them to be important in deciding whether or not to  
11 purchase or lease the Class Vehicles.  
12

13 130. Plaintiff Maldonado and Plaintiff Vizel and New York Class Members  
14 relied on Defendant to disclose material information it knew, such as the ABS Defect  
15 in the Class Vehicles, and not to induce them into a transaction they would not have  
16 entered had the Defendant disclosed this information.  
17  
18

19 131. By failing to disclose the ABS Defect, Defendant knowingly and  
20 intentionally concealed material facts, and breached its duty not to do so.  
21

22 132. Plaintiff Maldonado and Plaintiff Vizel and New York Class Members  
23 are reasonable consumers who do not expect that their vehicles will suffer from a ABS  
24 Defect, which is the reasonable and objective consumer expectation for vehicles.  
25

26 133. As a result of Defendant's misconduct, Plaintiff Maldonado and Plaintiff  
27 Vizel and New York Class Members have been harmed and have suffered actual and  
28

1 economic damages in that the Class Vehicles are defective and require repairs or  
2 replacement, and are worth less money because of the ABS Defect.  
3

4 134. Plaintiffs have provided adequate notice to Defendant.

5 **FIFTH CAUSE OF ACTION**

6 **Breach of Express Warranty under to Ohio Rev. Code Ann. § 1302.26**  
7 **(On behalf of Plaintiff Rubin and the Ohio Class)**

8 135. Plaintiffs incorporate by reference all allegations contained in this  
9 Complaint as though fully stated herein.  
10

11 136. In connection with the sale or lease of the Class Vehicles, Defendant  
12 provided Plaintiff Rubin and Ohio Class Members with its New Vehicle Limited  
13 Warranty where it promised to repair defective parts within 5 years or 60,000 miles in  
14 service, whichever comes first.  
15

16 137. Plaintiff Rubin and Ohio Class Members relied on Defendant's warranty  
17 when they agreed to purchase or lease the Class Vehicles, and Defendant's warranty  
18 was part of the basis of the bargain.  
19  
20

21 138. Plaintiff Rubin and Ohio Class Members submitted their Vehicles for  
22 warranty repairs as referenced herein. Defendant failed to comply with the terms of  
23 the express written warranty provided to each Class member, by failing to repair the  
24 ABS Defect under the vehicle's warranty within a reasonable period of time as  
25 described herein.  
26  
27  
28

1           139. Plaintiff Rubin and Ohio Class Members have given Defendant  
2  
3 reasonable opportunity to cure said defect, but Defendant has been unable and/or has  
4 refused to do so within a reasonable time.

5           140. As a result of said nonconformities, Plaintiff Rubin and Ohio Class  
6  
7 Members cannot reasonably rely on the Class Vehicles for the ordinary purpose of  
8 safe, reliable, comfortable, and efficient transportation.

9           141. Plaintiff Rubin and Ohio Class Members could not reasonably have  
10  
11 discovered said nonconformities with the Class Vehicles prior to Plaintiff Rubin and  
12 Ohio Class Members' acceptance of the Class Vehicles.

13           142. Plaintiff Rubin and Ohio Class Members would not have purchased or  
14  
15 leased the Class Vehicles, or would have paid less for the Class Vehicles, had they  
16 known, prior to their respective time of purchase or lease, that Class Vehicles  
17 contained ABS Defect.

18  
19           143. As a direct and proximate result of the willful failure of Defendant to  
20  
21 comply with its obligations under the express warranty, Plaintiff Rubin and Ohio  
22 Class Members have suffered actual and consequential damages. Such damages  
23 include, but are not limited to, the loss of the use and enjoyment of their vehicles, and  
24 a diminution in the value of the vehicles containing the defects identified herein.  
25  
26  
27  
28

**SIXTH CAUSE OF ACTION**

**Violation of the Ohio Consumer Sales Practices Act  
Ohio Rev. Code § 1345.01, *et seq.*  
(On behalf of Plaintiff Rubin and the Ohio Class)**

144. Plaintiffs incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

145. Plaintiff Rubin and Ohio Class Members are “consumers” as defined by the Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01 (“OCSPA”).

146. Defendant is a “supplier” as defined by the OCSPA.

147. Plaintiff Rubin’s and other Ohio Class Members’ purchases or leases of Class Vehicles were “consumer transactions” as defined by the OCSPA.

148. The allegations set forth herein constitute false, misleading, unlawful, or deceptive trade practice under the OCSPA. Ohio Rev. Code § 1345.01, *et seq.*

149. By failing to disclose and concealing the ABS Defect from Plaintiff Rubin and Ohio Class Members, Defendant violated the OCSPA, as it represented that the Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised.

150. Defendant’s unfair and deceptive acts or practices occurred repeatedly in Defendant’s trade or business, were capable of deceiving a substantial portion of the purchasing public and imposed a serious safety risk on the public.



1           151. Defendant knew that the Class Vehicles suffered from the ABS Defect,  
2  
3 were defectively manufactured or made, would fail prematurely, and were not suitable  
4 for their intended use.

5           152. Defendant was under a duty to Plaintiff Rubin and Ohio Class Members  
6  
7 to disclose the defective nature of the Class Vehicles because:

8           e. Defendant was in a superior position to know the true state of facts about  
9  
10 the ABS Defect contained in the Class Vehicles;

11           f. Defendant knew that the Class Vehicles suffered from an inherent defect,  
12  
13 were defectively designed or manufactured, and were not suitable for their  
14 intended use;

15           g. Plaintiff Rubin and Ohio Class Members could not reasonably have been  
16  
17 expected to learn or discover that their vehicles have the ABS Defect until  
18 after they purchased the Class Vehicles; and,

19           h. Defendant made partial disclosures about the quality of the Class Vehicles  
20  
21 without revealing the defective nature of the Class Vehicles and the ABS  
22 Defect.

23           153. The facts concealed or not disclosed by Defendant to Plaintiff Rubin and  
24  
25 Ohio Class Members are material in that a reasonable person would have considered  
26 them to be important in deciding whether or not to purchase or lease the Class  
27 Vehicles.  
28

1           154. Plaintiff Rubin and Ohio Class Members relied on Defendant to disclose  
2 material information it knew, such as the ABS Defect in the Class Vehicles, and not to  
3 induce them into a transaction they would not have entered had the Defendant  
4 disclosed this information.  
5

6           155. By failing to disclose the ABS Defect, Defendant knowingly and  
7 intentionally concealed material facts, and breached its duty not to do so.  
8

9           156. Plaintiff Rubin and Ohio Class Members are reasonable consumers who  
10 do not expect that their vehicles will suffer from a ABS Defect, which is the  
11 reasonable and objective consumer expectation for vehicles.  
12

13           157. The Ohio Attorney General has made available for public inspection  
14 prior state court decisions which have held that the acts and omissions of Defendant in  
15 this Complaint, including, but not limited to, the failure to honor both implied  
16 warranties and express warranties, the making and distribution of false, deceptive,  
17 and/or misleading representations, and the concealment and/or non-disclosure of a  
18 dangerous defect, constitute deceptive sales practices in violation of the OCSPA.  
19

20 These cases include, but are not limited to, the following: *Mason v. Mercedes Benz*  
21 *USA, LLC* (OPIF #10002382); *State ex rel. Betty D. Montgomery v. Defendants Motor*  
22 *Co.* (OPIF #10002123); *State ex rel. Betty D. Montgomery v. Bridgestone/Firestone,*  
23 *Inc.* (OPIF #10002025); *Bellinger v. Hewlett-Packard Co.*, No. 20744, 2002 Ohio  
24 App. LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077); *Borror v.*  
25  
26  
27  
28

1 *MarineMax of Ohio*, No. OT-06-010, 2007 Oho App. LEXIS 525 (Ohio Ct. App. Feb.  
 2 9, 2007) (OPIF #10002388); *State ex rel. Jim Petro v. Craftmatic Organization, Inc.*  
 3 (OPIF #10002347); *Mark J. Craw Defendants, et al. v. Joseph Airport Toyota, Inc.*  
 4 (OPIF #10001586); *State ex rel. William J. Brown v. Harold Lyons, et al.* (OPIF  
 5 #10000304); *Brinkman v. Mazda Motor of America, Inc.* (OPIF #10001427); *Khoury*  
 6 *v. Don Lewis* (OPIF #100001995); *Mosley v. Performance Mitsubishi aka*  
 7 *Automanage* (OPIF #10001326); *Walls v. Harry Williams dba Butch's Auto Sales*  
 8 (OPIF #10001524); *Brown v. Spears* (OPIF #10000403); *State ex rel. Brown v. Bud*  
 9 *Fletcher Used Cars, Inc.* (OPIF #10000228) (Ohio Ct. C.P. Apr. 27, 1982); *State ex*  
 10 *rel. Celebrezze v. Metro Toyota, Inc.* (OPIF #10001194); and *Shellhorn v. Kohler*  
 11 *Chrysler-Plymouth, Inc.* (PIF Number 10001309).

12 158. As a result of its violations of the OCSPA detailed above, Defendant  
 13 caused actual damage to Plaintiff Rubin and Ohio Class Members and, if not stopped,  
 14 will continue to harm Plaintiff Rubin and Ohio Class Members. Plaintiff Rubin and  
 15 Ohio Class Members currently own or lease a Class Vehicles that are defective.  
 16 Defects associated with the Class Vehicles' braking system have caused the value of  
 17 Class Vehicles to decrease.

18 159. As a result of Defendant's misconduct, Plaintiff Rubin and Ohio Class  
 19 Members have been harmed and have suffered actual and economic damages in that  
 20

1 the Class Vehicles are defective and require repairs or replacement, and are worth less  
2 money because of the ABS Defect.  
3

4 160. Plaintiff Rubin also seeks court costs and attorneys' fees as a result of  
5 Defendant's violation of the OCSPA as provided in Ohio Rev. Code § 1345.09.  
6

7 **DEMAND FOR RELIEF**

8 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly  
9 situated, pray for judgment against Defendant as follows:  
10

- 11 a. An order certifying the proposed Class, designating Plaintiffs as  
12 named representatives of the Classes, and designating the undersigned  
13 as Class Counsel;  
14
- 15 b. An order awarding Plaintiffs and class members their actual damages,  
16 incidental and consequential damages, punitive damages, and/or other  
17 form of monetary relief provided by law;  
18
- 19 c. An order awarding Plaintiffs and the class restitution, disgorgement,  
20 or other equitable relief as the Court deems proper;  
21
- 22 d. Equitable relief including, but not limited to, replacement of the Class  
23 Vehicles with new vehicles, or repair of the defective Class Vehicles  
24 with an extension of the express warranties and service contracts  
25 which are or were applicable to the Class Vehicles;  
26
- 27 e. Reasonable attorneys' fees and costs;  
28

1 f. Pre-judgment and post-judgment interest, as provided by law;

2 g. Plaintiffs demand that Defendant repairs all Class Vehicles; and

3 h. Such other and further relief as this Court deems just and proper.

4  
5 **TRIAL BY JURY DEMANDED ON ALL COUNTS**

6  
7 DATED: May 9, 2025

8 By: /s/ Trinette G. Kent  
9 Trinette G. Kent, Esq.  
10 Lemberg Law, LLC  
11 *Attorneys for Plaintiffs*  
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