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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOBS TO MOVE AMERICA,

Plaintiff,

v.

HYUNDAI MOTOR AMERICA, HYUNDAI
MOTOR COMPANY, KIA AMERICA, INC.,
KIA CORPORATION, HYUNDAI MOBIS CO.
LTD., GLOVIS AMERICA, INC., and DOES 1-
20,

Defendants.

Case No.

**COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF**

1. Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*): Unlawful prong
2. Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*): Unfair prong
3. Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*): Fraudulent prong

INTRODUCTION

1. Hyundai and Kia—two of the world’s largest automakers—market themselves as socially and ethically responsible corporations, yet they oversee and control a network of auto parts suppliers in the United States that has engaged in severe labor exploitation, including child, forced, and prison labor, in plants with deadly working conditions resulting in widespread violations of health and safety standards. These suppliers build the electric vehicles that Hyundai and Kia market to California public agencies eager to invest in high-road corporations that can help the State meet its electric vehicle mandates. Hyundai and Kia are aware of the unlawful and unconscionable labor practices that pervade their supply chain, but they nevertheless falsely certify that their vehicles are manufactured in compliance with state and federal laws. This deception—and the labor practices it aims to conceal—misleads California public agency-consumers into purchasing Hyundai and Kia vehicles that are made contrary to their standards, policies, and values, and harms competition among other automotive corporations in the State. This case challenges the harm that Hyundai and Kia’s shocking and deceptive practices cause to California consumers as well as to automotive competitors in violation of California’s Unfair Competition Law, Business and Professions Code § 17200 et seq.

2. Together, Hyundai and Kia constitute the third largest seller of electric vehicles in the United States, and they are aggressively seeking to expand their footprint in that market. From 2020 to 2024, their share of the U.S. electric vehicle market more than tripled. In 2025, Hyundai Motor Company CEO José Muñoz referred to the United States as an “engine for growth” for the company. By 2030, Hyundai seeks to produce more than 80% of its vehicles sold in the United States domestically. Hyundai is investing \$2.7 billion in its new, Georgia-based manufacturing facility over the next three years to increase its production capacity of hybrid and electric vehicles.

3. California is leading the country on zero-emissions vehicles (“ZEV”) mandates. The state has a current goal for 100% of all in-state vehicles sales to be zero-emission by 2035. California state and local agencies that purchase vehicles for their public fleets have similarly ambitious ZEV mandates. The unique ZEV mandates in California make the state a particularly attractive market for Hyundai and Kia to expand their sales.

4. The State of California, and thousands of cities, counties, and special districts in the

1 State purchase vehicles for their public fleets. California and many of its local governments currently
2 have Hyundai and Kia vehicles in their public fleets that are manufactured in the United States. Some
3 California public agencies also have existing contracts providing for the option to purchase additional
4 Hyundai and Kia vehicles, which public agencies do on a routine basis to replace vehicles and expand
5 fleets, as needed. California public agencies are thus among the major consumers of Hyundai and Kia
6 vehicles in the State.

7 5. California and its local governments demand that their purchases of vehicles meet high-
8 road employment standards. They insist in their purchase contracts that vehicles be manufactured in
9 accordance with federal and state laws. Additionally, under the California Public Contracting Code §
10 6108, contractors—and subcontractors and suppliers—of the State must certify that vehicles purchased
11 by the State or its agencies are not made with “sweatshop labor,” which includes, but is not limited to,
12 child labor, forced labor, and prison labor. Section 6108 also requires the work environment to be safe,
13 healthy, and, at a minimum, in compliance with relevant local, state, and national laws. Other
14 municipalities, such as the County of San Francisco and the City of Los Angeles, refuse to purchase
15 vehicles manufactured with “sweatshop labor.” These purchasing standards reflect California’s broader
16 regulatory and policy schemes prohibiting low-road employment practices and ensure that public
17 agencies are not subsidizing workplace exploitation.

18 6. The unlawful and unfair labor practices in Defendants’ supply chain in the U.S. South
19 mirror the very practices that California state laws and public purchasing standards prohibit: suppliers
20 relying on coercive prison labor from prison systems that the U.S. Department of Justice has
21 determined likely violate the U.S. Constitution’s prohibition against cruel and unusual punishment;
22 children as young as 13 years old working inside the suppliers’ factories; the recruitment of migrant
23 workers from Mexico under fraudulent terms who are then subjected to discriminatory working
24 conditions and, in some instances, forced labor; and rampant health and safety violations, including a
25 rate of lockout/tagout violations—a serious violation that can lead to severe injury or death—that is
26 over two times the national average in the manufacturing sector.

27 7. The shameful labor practices found in Defendants’ Southern supply chain may seem like
28 something from a bygone era of chain gangs, exploited child workers, and the Bracero Program, but, in

fact, first came to light in 2022. At that time, Plaintiff Jobs to Move America, a Los Angeles-based not-for-profit organization that investigates public spending in the manufacturing sector and advocates for responsible practices, was working to document workplace and environmental conditions at several manufacturing companies in the South, none of which were Hyundai or Kia. As the scale of the abusive practices within the Hyundai and Kia supply chain in the South became clear, however, Plaintiff had to expend new resources and divert others away from existing projects to investigate and counter these practices.

8. The unlawful and unfair practices have occurred at Defendants' own corporate affiliates and at suppliers that Defendants have established near their manufacturing facilities in Alabama and Georgia and over which Defendants exercise extraordinary levels of control. Indeed, Defendants' manufacturing model requires centralized control over the production process at the suppliers, including aspects of the process that directly intersect with the working conditions of those building the vehicle parts. Even by Defendants' own admissions, their control extends to the suppliers' employment practices, including the use of prison labor and third-party staffing agencies. But Defendants have not put an end to those practices or sufficiently assured that they will not recur. To the contrary, those practices are ongoing or likely to recur, and Defendants continue to reap the profits from the low-road employment model that pervades their Southern supply chain and that California laws so clearly prohibit.

9. Despite having extensive oversight, influence, and control over their suppliers, Defendants have repeatedly and falsely disclaimed responsibility for the unlawful and unfair practices occurring at those facilities, and they have offered hollow assurances that the practices will not recur. Defendants' false disclaimers do not stop there. Defendants have gone as far as certifying, through their authorized dealerships in California, that their vehicles are produced in accordance with federal and state law, including California's high-road employment standards. This certification is patently false. The suppliers' use of coercive prison labor and other forms of vulnerable labor, and their habitual noncompliance with health and safety laws, violate California's and local governments' minimum legal standards for the vendors from which they purchase, as well as other federal and state laws.

10. California public-agency consumers of Defendants' vehicles are harmed by Defendants'

1 unlawful, unfair, and fraudulent practices. These practices violate the letter and spirit of California
2 public agencies' standards prohibiting labor exploitation in the manufacturing of products they
3 purchase, as well as federal and state laws. The scope and complexity of the unlawful and unfair
4 practices, Defendants' public denial of their responsibility for those practices, and the certification that
5 Hyundai and Kia vehicles are made in accordance with federal and state laws, inhibit the ability of
6 consumers to meaningfully assess their purchase and avoid the harm posed by the practices.

7 11. California competitors are also harmed by Defendants' unfair, unlawful, and fraudulent
8 practices because the practices give Defendants an unfair competitive advantage in the California
9 automotive sales market.

10 **THE PARTIES**

11 **PLAINTIFF**

12 **Jobs to Move America**

13 12. Jobs to Move America ("JMA") is a 501(c)(3) not-for-profit, non-membership
14 organization headquartered in Los Angeles, California. JMA's principal office is in Los Angeles.
15 JMA's mission is to ensure that the billions of public dollars spent on U.S. public infrastructure and
16 clean energy manufacturing create better results for American communities: good jobs, cleaner
17 equipment, more opportunity for low-income people and other disadvantaged groups, and greater
18 transparency in the award of contracts, tax credits, and subsidies by government institutions. Consistent
19 with its mission, JMA conducts independent research on public spending and the manufacturing sector,
20 publishes reports of its findings, engages in policy advocacy, advises public agencies on procurement
21 practices, and builds coalitions of workers and community members to ensure that public investments
22 in manufacturing are benefiting communities.

23 13. In 2023, JMA, in collaboration with Alabama A&M University, released a report titled
24 Job Quality and Community Well-Being in Mississippi and Alabama's Manufacturing Facilities
25 ("Report"), based upon years of research. The Report shared conclusions on job quality in the
26 manufacturing sector in Alabama and Mississippi and identified room for improvement on job quality
27 metrics among eight different employers. As a next step, JMA intended to further investigate the eight
28 employers identified in the Report, none of which are Defendants.

1 14. Defendants’ unlawful and unfair practices, alleged herein, threatened JMA’s mission to
2 ensure that manufacturing companies that receive public funding are creating good jobs. JMA could not
3 further its mission in the South or in California, where many of Defendants’ consumers are based,
4 while ignoring that Defendants, who are among the South’s largest manufacturing employers and
5 beneficiaries of public subsidies and who sell their vehicles to public agencies in California and
6 elsewhere, were engaging in unlawful and unfair labor practices, such as coercive prison and child
7 labor in their U.S. supply chain.

8 15. As a result of Defendants’ unlawful and unfair practices, as alleged herein, JMA has
9 suffered injury in fact and/or loss of money or property. Between mid-2022 and 2023, JMA, including
10 JMA staff in Los Angeles and Alabama, had to divert existing resources and expend new organizational
11 resources to investigate and combat those practices, resources that JMA would not have otherwise
12 spent but for Defendants’ unlawful and unfair conduct alleged herein.

13 16. These resources include money and paid staff time that JMA expended to investigate
14 and document Defendants’ practices. For example, JMA staff submitted requests for records to the
15 Alabama Department of Corrections (“ADOC”) about Defendants’ suppliers’ employment of
16 incarcerated workers and analyzed the records that ADOC produced to understand the extent and
17 impact of prison labor in Defendants’ supply chain. JMA also hired a paid consultant to assist it with
18 analyzing the Defendants’ use of prison labor. JMA also diverted money and paid staff time to conduct
19 outreach to incarcerated and nonincarcerated workers to further investigate Defendants and their
20 suppliers’ practices and their effect on wages and working conditions.

21 17. JMA also reallocated resources to seek solutions to Defendants’ unlawful and unfair
22 practices. Among other activities, JMA staff met with government regulators from the U.S. Department
23 of Labor (“U.S. DOL”), the U.S. DOL Wage and Hour Division’s Birmingham Office, and the
24 Alabama Department of Labor to present JMA’s findings from its investigation and to encourage these
25 regulators to investigate and challenge Defendant’s practices. JMA additionally devoted resources to
26 organizing community letters to Defendant Hyundai Motor America to demand an end to the practice
27 of child labor in the supply chain and to allow the community to engage in monitoring of the suppliers
28 that government regulators had determined were violating the law.

18. Defendants' unlawful and unfair practices caused JMA to divert time, attention, and resources from other projects that would have advanced JMA's mission of improving working and environmental conditions in other parts of the manufacturing sector. For example, as a result of its diversion of resources to address the unlawful and unfair practices by Defendants, JMA was unable to investigate and advocate for better working conditions and environmental standards at several other manufacturing companies that JMA had identified as needing improvement, including many of the companies identified in the Report. The unlawful and unfair practices in Defendants' supply chain are so extensive, complex, and egregious that JMA's expenditure of resources was above and beyond its ordinary work to advance its mission.

19. The resources described herein that JMA expended to combat Defendants' practices were independent of the resources spent on preparing for and participating in this litigation.

DEFENDANTS

Defendant Hyundai Motor Company

20. Defendant Hyundai Motor Company ("HMC") is a corporation founded under the laws of the Republic of Korea and headquartered in Seoul, South Korea. Defendant HMC designs, engineers, manufactures, tests, markets, supplies, sells, and distributes motor vehicles and parts for those vehicles worldwide, including in the United States. HMC is a member of the Hyundai Motor Group. In 2024, approximately 20% of its sales were generated by its U.S. operations.

21. Defendant HMC is the parent company of Defendant Hyundai Motor America ("HMA") and wholly owns and controls HMA.

22. Defendant HMC does substantial business in the State of California. HMC has six subsidiaries in the United States that constitute a network of manufacturing, sales, financing, and research entities in the United States. Four of its subsidiaries are headquartered in the State of California, including Defendant HMA. Defendant HMC's Chief Executive Officer, José Muñoz, works out of HMA's office in Fountain Valley, California. On information and belief, many of the key decisions regarding Defendant HMC's operations are made in California.

Defendant Hyundai Motor America

23. Defendant Hyundai Motor America ("HMA"), d/b/a Hyundai Motor North America, is a

1 corporation organized under the laws of the State of California and registered to do business in the
2 State of California. Defendant HMA is headquartered in Fountain Valley, California.

3 24. Defendant HMA is responsible for the manufacturing, sales, marketing, and distribution
4 of Hyundai motor vehicles sold in the United States. It is a wholly owned subsidiary of Defendant
5 HMC.

6 **Defendant Kia Corporation**

7 25. Defendant Kia Corporation (“KC”) is a corporation founded under the laws of the
8 Republic of Korea and headquartered in Seoul, South Korea. Defendant KC designs, engineers,
9 manufactures, tests, markets, supplies, sells, and distributes motor vehicles and parts for those vehicles
10 worldwide, including in the United States. Defendant KC is a member of the Hyundai Motor Group. In
11 2024, approximately 27% of its sales were generated by its U.S. operations.

12 26. Defendant KC does substantial business in the State of California through its wholly
13 owned subsidiary Defendant Kia America, Inc. that is headquartered in Irvine, California and is
14 Defendant KC’s exclusive U.S. importer and distributor of vehicles and parts. Defendant KC’s
15 President and Chief Executive Officer, SeungKyu (Sean) Yoon, works out of Defendant Kia America’s
16 office in Irvine, California. On information and belief, many of the key decisions regarding Defendant
17 KC’s operations are made in California.

18 27. Defendant Kia America, Inc. (“Kia”) is a corporation organized under the laws of the
19 State of California and registered to do business in the State of California. Defendant Kia is
20 headquartered in Irvine, California. Kia is a member of the Hyundai Motor Group.

21 28. Defendant Kia is responsible for the manufacturing, sales, marketing, and distribution of
22 Kia motor vehicles sold in the United States. It is a wholly owned subsidiary of Defendant KC.

23 **Defendant Hyundai Mobis Co., Ltd.**

24 29. Defendant Hyundai Mobis Co., Ltd. (“Hyundai Mobis”) is a corporation founded under
25 the laws of the Republic of Korea and headquartered in Seoul, South Korea. Defendant Hyundai Mobis
26 is engaged in the manufacturing of automotive modules and parts, and the supply of after-sales parts.
27 Defendant Hyundai Mobis is a member of the Hyundai Motor Group.

28 30. Hyundai Mobis is the parent company of Mobis Alabama, LLC (“Mobis Alabama”) and

1 wholly owns and operates Mobis Alabama. Mobis Alabama is the largest Tier 1 supplier of automotive
2 modules and components to Hyundai and Kia’s U.S. manufacturing facilities.¹

3 31. Defendant Hyundai Mobis does substantial business in the State of California through its
4 wholly owned subsidiary, Mobis Parts America, LLC, that is headquartered in Fountain Valley,
5 California. On information and belief, many of the key decisions regarding Defendant Hyundai
6 Mobis’s operations are made in California.

7 **Defendant Glovis America, Inc.**

8 32. Defendant Glovis America, Inc. (“Glovis”) is a corporation organized under the laws of
9 the State of California and registered to do business in the State of California. Defendant Glovis is
10 headquartered in Irvine, California. Defendant Glovis is a logistics company that transports finished
11 vehicles and parts to Hyundai and Kia U.S. manufacturing facilities.

12 33. Defendant Glovis is a wholly owned subsidiary of Hyundai Glovis, which is a global
13 logistics company and a member of the Hyundai Motor Group. Defendant Glovis is the parent company
14 of Glovis Georgia, LLC (“Glovis Georgia”) and Glovis Alabama, LLC (“Glovis Alabama”). Glovis
15 Alabama and Glovis Georgia handle logistics and deliveries to the Hyundai and Kia U.S.
16 manufacturing facilities.

17 34. Defendants Does 1 through 20 are sued under fictitious names pursuant to Code of Civil
18 Procedure Section 474. The true names and capacities of Does 1-20 are currently unknown to Plaintiff.
19 Plaintiff will amend this Complaint or seek leave to do so when the true names and capacities of these
20 Defendants have been ascertained. Plaintiff is informed, believes, and on that basis alleges, that each
21 fictitiously named Defendant is responsible in some way for the acts and failures to act herein alleged,
22 and that Plaintiff’s injuries as herein alleged were legally caused by the conduct of each such
23 Defendant.

24 35. Plaintiff is informed and believes and thereon alleges that at all times relevant herein,
25 Defendants and each of them were the agents, employees, servants, joint venturers, partners, and/or co-
26 conspirators of the other Defendants named in this Complaint and that at all times, each of the

27
28 ¹ As discussed below, see *infra* ¶ 60, a Tier 1 supplier provides prefabricated components directly to the OEM for use in its product.

Defendants was acting within the course and scope of said relationship with Defendants.

36. All of the acts and omissions complained of herein by Plaintiff against Defendants were done and performed by said Defendants by and through their authorized agents, servants and/or employees, all of whom at all relevant times herein were acting within the course, purpose, and scope of said agency, service, and/or employment capacity. Plaintiff alleges that to the extent certain acts and omissions were perpetrated by certain Defendants, the remaining Defendant or Defendants confirmed and ratified said acts and omissions.

37. Plaintiff is informed, believes, and thereupon alleges that, at all times material herein, each of the Defendants was the agent or employee of, and/or working in concert with, his/her co-Defendants and was acting within the scope of such agency, employment, and/or concerted activity.

38. At all relevant times, the Defendants constituted a single enterprise and/or a joint venture and/or joint employer because they shared control, profits, ownership, personnel, offices, and/or other resources, and they jointly established employment policies and supervised employees, and therefore are jointly liable as such for the unlawful and unfair practices alleged herein.

39. At all relevant times, each of the Defendants was, in the alternative, dominated and controlled by its co-Defendant and each was the alter ego of the other.

40. Alternatively, in reaching agreements with each other and other coconspirators to engage in the conduct alleged herein, each of the Defendants aided and abetted and conspired with each other and said co-conspirators to engage in such illegal conduct. Each Defendant knew that the other Defendants were committing unlawful and unfair actions as they planned to and did the actions alleged herein. Each Defendant gave substantial assistance or encouragement to the other Defendants and each Defendant's conduct was a substantial factor in causing harm to Plaintiff. Such acts and practices are continuing, Defendants' conspiracy and agreement to engage in such conduct has not been terminated, and is done as separate entities with potentially divergent economic interests.

41. Whenever and wherever reference is made in this Complaint to any act or failure to act by a Defendant or Defendants, such allegations and references shall also be deemed to mean the acts and failures of each Defendant acting individually, jointly and severally.

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JURISDICTION AND VENUE

42. This Court has subject matter jurisdiction over this action pursuant to California Business and Professions Code § 17203 and personal jurisdiction pursuant to California Code of Civil Procedure § 4101.10 because the acts set forth in this Complaint took place in California, Plaintiff is a resident of California, and Defendants conduct a substantial amount of business and/or are incorporated in California.

43. Venue is proper in Los Angeles County pursuant to California Code of Civil Procedure § 395.5 because Defendants' obligations and liability, and Plaintiff's injury, arose in this county.

BACKGROUND / FACTUAL ALLEGATIONS

A. Defendants' Corporate Structure Provides for Centralized Governance and Control Over Affiliates and Subsidiaries.

44. Defendants are affiliates of Hyundai Motor Group ("HMG"), a business group that formed in 1998 in the Republic of Korea. In South Korea, HMG is known as a "chaebol," a multinational business conglomerate that is controlled and owned by a single family. HMG's thirty affiliates are linked through circular-shareholding and shared resources, such as capital, technology, and personnel. Under the circular-shareholding structure, each affiliate within HMG holds some percentage of ownership in every one of the other affiliates. The affiliates, in turn, separately hold and finance their subsidiaries. This structure allows for the family head of HMG, Eui-Sun Chung, to exercise significant control, oversight, and influence over the group's affiliated companies without owning a majority stake in any single affiliate. This centralized control is exercised horizontally at affiliates that cross HMG's sectors and vertically at affiliates' subsidiaries.

45. Defendants HMC and KC are both affiliates of HMG. HMC is the largest single affiliate of HMG, and it is HMG's corporate representative of its automotive sector.

46. Defendants HMC and KC are sister corporations that share leadership, profits, officers, manufacturing facilities, and departments, among other connections. For example, HMC is KC's largest shareholder, owning 34.53% of the company's shares. HMC lists KC as a "joint venture" in its financial statements, and KC, in turn, lists HMC, Defendant HMA, and Hyundai Motor Manufacturing Alabama, LLC as entities "with significant influence over [KC] and its subsidiaries" in its financial

1 statements.

2 47. The chairman of the board of both Defendants KC and HMC is Eui-Sun Chung, who is
3 the Executive Chair and Chief Executive Officer of HMG. Eui-Sun Chung and his father, Mong-Koo
4 Chung, also own significant shares of HMG affiliates and their subsidiaries.

5 48. Defendant KC owns stakes in multiple HMG affiliates and is the largest shareholder of
6 Defendant Hyundai Mobis. Defendant Hyundai Mobis, in turn, is the largest shareholder of Defendant
7 HMC, with a 21.86% stake in the company.

8 49. Eui-Sun Chung is the majority shareholder of Hyundai Glovis, with 20% of the
9 company's shares. Hyundai Glovis is the parent company of Defendant Glovis.

10 50. Defendants HMC and KC run their U.S.-based operations in the automotive sector
11 through their respective wholly owned subsidiaries, Defendants HMA and Kia. HMA and Kia are
12 responsible for the manufacturing, sales, marketing, and distribution of motor vehicles and parts sold in
13 the United States.

14 51. Defendants HMC and KC jointly maintain close, centralized control over their U.S.
15 subsidiaries, Defendants HMA and Kia, including their governance, officers, branding, and day-to-day
16 operations. For example, HMA's President and Chief Executive Officer is appointed by HMC, and
17 HMC executives share an office in California with HMA executives. Likewise, KC and Kia executives
18 share an office in Irvine, California.

19 **B. Defendants Own, Control, and Oversee the Facilities that Manufacture Hyundai and Kia**
20 **Vehicles Sold in California.**

21 52. Defendants HMA and Kia own, control, and oversee three original equipment
22 manufacturers (OEMs) in the United States that are responsible for the domestic production of Hyundai
23 and Kia vehicles.

24 a. Hyundai Motor Manufacturing Alabama, LLC ("HMMA") is located in
25 Montgomery, Alabama and manufactures Hyundai vehicles and vehicle parts.
26 Defendant HMA wholly owns, oversees, and controls HMMA. HMMA's Chief
27 Operating Officer reports directly to Defendant HMA's Chief Operating Officer.

28 b. Hyundai Motor Group Metaplant America ("Metaplant") is located in Ellabell,

Georgia and manufactures Hyundai and Kia hybrid and Electric Vehicles (“EV”) and vehicles parts. Defendant HMA is the majority owner of the Metaplant, with 60% of the shares in the company. Defendant KC owns 40% of the shares of the Metaplant. Defendant HMA oversees the Metaplant. The Metaplant’s Chief Operating Officer reports directly to Defendant HMA’s Chief Operating Officer.

c. Kia Georgia, Inc. (“KG”) is located in West Point, Georgia and manufactures Kia vehicles, EVs, and parts. Defendant KC wholly owns KG, and Defendant Kia is responsible for KG’s oversight.

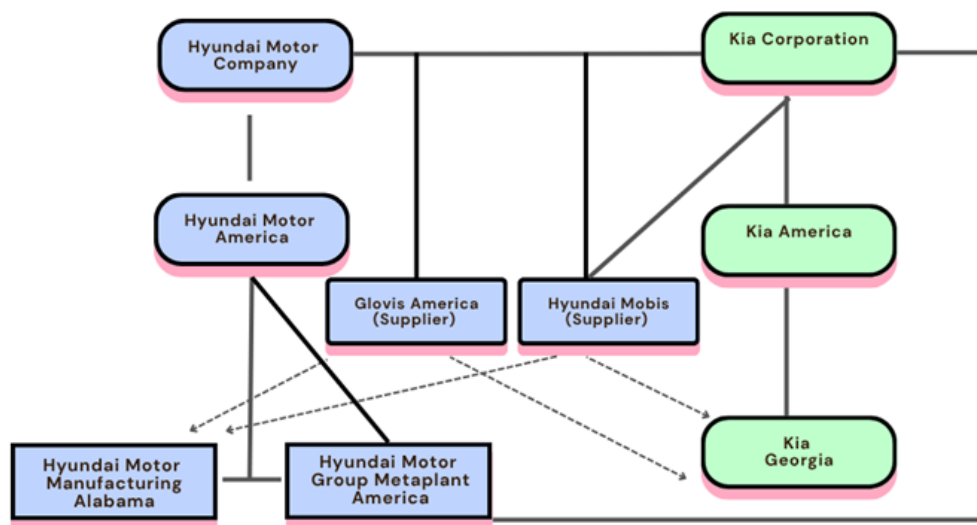


Figure 1: Relationship between the Defendants and the OEMs

53. On information and belief, the Defendants’ authority over their OEMs extends to all aspects of the OEMs day-to-day operations, including production plans, supplier oversight, employment matters, and compliance with state and federal laws.

54. Defendants Hyundai Mobis and Glovis are key entities in the OEMs’ production systems. Defendant Hyundai Mobis, through its wholly owned subsidiary Mobis Alabama, supplies three major vehicle modules in addition to other components, to HMMA and KG.

55. Defendant Glovis, through its wholly owned subsidiaries Glovis Georgia and Glovis Alabama, handles logistics and deliveries between suppliers and HMMA and KG, as well as deliveries of completed vehicles from the OEMs.

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C. Defendants Exercise Centralized Control and Oversight Over Their U.S. Suppliers.

56. Defendants rely on a complex, closely integrated and controlled network of automotive manufacturing companies, most of which are based in South Korea with operations in the United States, to supply auto parts to their OEMs in the United States. The structure of Defendants' supply chain in the United States parallels HMG's chaebol structure in that some suppliers, such as Defendants Hyundai Mobis and Glovis, are affiliates or subsidiaries of Defendants, thereby creating a closed supply chain over which Defendants exercise centralized control.

57. On information and belief, Defendants have around 220 known suppliers in the United States (hereinafter the "U.S. Suppliers"), with around 133 located in Alabama and Georgia (hereinafter the "Suppliers"). A list of known Suppliers is provided in Appendix A, which is attached and incorporated as fully alleged herein.

58. Defendants maintain control over their Suppliers, both those affiliated with HMG and those ostensibly unaffiliated, in a multitude of ways, including but not limited to helping to establish the South Korean-based companies in the United States; providing equipment and other capital to those Suppliers; owning equity in the Suppliers; ensuring geographic proximity of the Suppliers to the OEMs; dictating the Suppliers' production standards, line speeds, line staffing, hiring, and employee schedules; retaining the power to audit the Suppliers and to require the Suppliers to audit themselves; and making the Suppliers financially dependent on Defendants through exclusive and other supplier arrangements, as well as providing the Suppliers with financial loan assistance.

59. In 2005, Defendant HMC established HMMA, its first OEM in the United States. At that time, Defendant HMC began to bring its long-term domestic suppliers from South Korea to the United States, providing them with financial and political support to do so, a "win-win growth" strategy that HMG pioneered. The strategy allows Defendants to exert control over the Suppliers' production, technology, personnel, and operations because the Suppliers depend upon Defendants for their very existence and, in many cases, exclusively supply to the Defendants.

60. The Suppliers are divided into tiers. A Tier 1 supplier provides the OEM with prefabricated components such as brake systems, car seats, and infotainment consoles for its product. A Tier 2 supplier provides parts to a Tier 1 supplier. A Tier 3 supplier provides parts and, in some cases,

1 raw materials to the Tier 2 suppliers.

2 61. The Metaplant, located in Ellabell, Georgia, was built in 2022 and became operational in
3 2024. As the capacity at the Metaplant grows, Defendants' Alabama-based Suppliers are increasingly
4 establishing facilities near this facility to mirror the well-establish closed supply chain that exists
5 throughout HMG.

6 62. Defendants exercise control over their Suppliers by utilizing the "Just in Time" ("JIT")
7 and "Just in Sequence" ("JIS") manufacturing models. In the JIT system, parts are delivered to the
8 production line exactly when they are needed. This model reduces inventory and other costs because
9 the part is integrated into the assembly process upon its arrival to the manufacturer.

10 63. The JIS system ensures not only that the parts will be delivered exactly when they are
11 needed, but also in the correct sequence that they will be used on the production line. JIS makes
12 assembly easier and increases production efficiency because the exact part that needs assembling next
13 is already in the queue when the worker constructing the component or vehicle needs it. JIS thus
14 removes the step in the production process where the worker must locate the correct part among
15 different parts before continuing the assembly.

16 64. Defendants implement the JIT and JIS models through tight integration with their
17 Suppliers. Defendants dictate not simply what parts the Suppliers produce but also the timing, order,
18 and delivery of those parts to ensure they arrive in the correct sequencing. For example, Defendant
19 Hyundai Mobis, through its wholly owned subsidiary, Mobis Alabama, supplies three major modules
20 (chassis module, cockpit module, and front-end module) to HMMA and KG through the JIS system.
21 Each of those modules involves dozens of components from different suppliers that all must abide by
22 the sequencing system that Defendants establish for the JIS to work.

23 65. Defendants' Suppliers are generally located along the Interstate 85 Alabama–Georgia
24 corridor, which connects the three OEMs. The Suppliers' proximity to the OEMs effectuates the JIT
25 and JIS manufacturing models and further ensures Defendants' control over the Suppliers.

26 66. Defendants also exercise control over their Suppliers by maintaining significant
27 financial leverage over them. Many Suppliers are financially dependent on the Defendants because they
28 supply parts exclusively to Defendants and/or because Defendants are their largest buyer and thus

1 provide the largest percentage of their revenues. For example, on information and belief, Ajin USA, a
2 Tier 1 supplier of electric components to Defendants' OEMs, supplies to other manufacturers in the
3 United States, but its business with Defendants constitutes approximately 90% of its total revenue.

4 67. Defendants further entrench their leverage over the Suppliers by providing financing to
5 the companies. For example, HMMA has made loans to its supplier, who at the time was known as
6 SMART Alabama LLC ("SMART"), when SMART had cash-flow issues. At that time, Defendant
7 HMA owned 72.45% equity in SMART. SMART also received a loan from Hyundai Glovis for
8 equipment in 2021. In 2023, after children were found working at SMART, ILJI Tech, a South Korean
9 company, purchased SMART with the financial assistance of Defendant HMA. ILJI Tech then changed
10 SMART's name to ITAC Alabama, LLC ("ITAC"). ITAC continues to supply parts to HMMA.

11 68. Defendants also exercise control over the Suppliers' production process. For example,
12 Defendants often set the speeds for the assembly lines, the number of employees who must staff the
13 assembly lines, and the production shifts. Defendants' personnel also conduct routine inspections of the
14 Suppliers to evaluate the production process and conduct quality control.

15 69. Defendants' control extends over employment matters at the Suppliers. For example, the
16 work schedules of the Suppliers' employees are often contingent on the OEMs' production schedules.
17 Some of the Suppliers, including Defendant Hyundai Mobis, have a policy of mandatory overtime to
18 facilitate the JIS delivery of components to the OEMs. Workers who refuse to work the mandatory
19 overtime hours that the OEMs require can be disciplined. On information and belief, Defendants also
20 maintain a list of individuals previously employed within the supply chain who cannot work at any of
21 Defendants' companies due to performance or conduct issues.

22 70. Defendants have a Supplier Code of Conduct ("Code") that governs the Suppliers and
23 their employees with respect to a broad range of employment standards, including child labor, forced
24 labor, working hours, and health and safety.² In the Code, Defendants reserve the authority to conduct

25 ² In 2021, Defendants HMC and Kia shared a single Supplier Code of Conduct. Hyundai Motor Group,
26 Hyundai Motor Company and Kia Supplier Code of Conduct (June 2021) <<https://s7g10.scene7.com/is/content/hyundaiautoever/hyundai-supplier-code-of-conduct-eng-2021.pdf>> (as of
27 Nov. 11, 2025.) While HMC and Kia currently have separate Supplier Codes of Conduct, the text of
28 each document is virtually identical. Compare Hyundai Motor Company Supplier Code of Conduct
(August 2025) <<https://www.hyundai.com/content/dam/hyundai/ww/>

1 paper and onsite audits of the Suppliers to determine compliance with the Code and applicable laws at
2 Defendants' discretion. The Code also provides that Defendants can require Suppliers to audit
3 themselves and develop an equivalent code of conduct, and to verify compliance with that code and
4 applicable laws through auditing and monitoring. The Code establishes a grievance redress mechanism
5 for stakeholders to report supplier wrongdoing, including human rights and labor violations, directly to
6 Defendants HMC and KC.

7 71. The Suppliers also share other connections indicative of their integration with and
8 control by Defendants, including officers and board members, legal counsel, and financial lending
9 institutions. For example, employees of HMMA have served as corporate officers of SMART (now
10 ITAC) and on the Board of Directors of SMART's parent company. The current CEO and President of
11 Ajin also worked at Defendant HMC. The president of ITAC's parent company previously worked at
12 Defendant Hyundai Mobis.

13 72. At all relevant times, the Defendants were joint employers with all Defendants and the
14 Suppliers because they jointly established employment policies, safety standards, supervised
15 employees, and benefitted from the employees' labor, and therefore are jointly liable as such for the
16 unlawful and unfair practices alleged herein.

17 73. At all relevant times, each of the Suppliers were agents, employees, servants, joint
18 venturers, partners, representatives, and/or co-conspirators of Defendants, and in engaging in the acts
19 alleged herein, each was acting within the course and scope of said agency and employment and with
20 the ratification and authorization of their respective principals, the Defendants herein. At all relevant
21 times, the Defendants and the Suppliers constituted a single enterprise and/or a joint venture because
22 they shared control, profits, ownership, personnel, offices, and/or other resources, and therefore are
23 jointly liable as such for the unlawful and unfair practices alleged herein.

24 74. At all relevant times, each of the Suppliers was, in the alternative, dominated and
25 controlled by Defendants and each was the alter ego of the other.

26
27 [en/images/company/sustainability/about-sustainability/policy/2025/social/hyundai-supplier-code-of-](#)
28 [conduct-eng-2025.pdf](#)> (as of Nov. 11, 2025) with Kia Supplier Code of Conduct (Jan. 2024)
<<https://worldwide.kia.com/int/files/company/sr/trust/partner-code-of-conduct-20240124-int.pdf>> (as
of Nov. 11, 2025.)

1 75. Alternatively, in reaching agreements with each other and other coconspirators to
2 engage in the conduct alleged herein, each of the Defendants aided and abetted and conspired with the
3 Suppliers to engage in such illegal conduct. Each Defendant knew that the other Defendants and
4 Suppliers were committing unlawful and unfair actions as they planned to and did the actions alleged
5 herein. Each Defendant and Supplier gave substantial assistance or encouragement to the other
6 Defendants and each Supplier's and Defendant's conduct was a substantial factor in causing harm to
7 Plaintiff. Such acts and practices are continuing, Defendants' and the Suppliers' conspiracy and
8 agreement to engage in such conduct has not been terminated, and is done as separate entities with
9 potentially divergent economic interests.

10 **D. Defendants Market and Sell Their Vehicles to California Consumers.**

11 76. The State of California, hundreds of cities and counties, and thousands of special
12 districts in the State engage in the purchase of vehicles for their public fleets, making the State of
13 California and its local governments major consumers of Defendants' products.

14 77. The State of California and many California local governments have prioritized
15 purchases of ZEVs like those manufactured by Defendants for their public fleets.

16 78. California's Department of General Services ("DGS") State Administrative Manual
17 requires state departments to adopt "ZEV and hybrid vehicle first" purchasing practices, which is a
18 ZEV purchasing mandate that increases by 5% annually, reaching 50% of purchases in 2025. The
19 California DGS prohibits state agencies from purchasing new sedans that are "powered by flex-fuels or
20 bi-fuel engines utilizing petroleum-based fuels and other alternative fuels such as ethanol."

21 79. Similarly, in 2017, the San Francisco Board of Supervisors passed a Zero-Emission
22 Vehicle Municipal Fleet Ordinance that requires any new passenger vehicles procured for the city's
23 fleet to be ZEVs and required all passenger vehicles in the city's fleet to be ZEVs by December 31,
24 2022.

25 80. In 2020, Governor Gavin Newsom issued Executive Order N-79-20, making it the goal
26 of the State that 100% of in-state sales of new passenger cars and trucks be zero-emission by 2035. In
27 2022, the State Air Resources Board adopted the Advanced Clean Cars II rule that establishes a year-
28 by-year roadmap so that by 2035 100% of new cars and light trucks sold in California will be ZEVs.

1 Following these developments, other California cities have adopted programs to purchase only ZEVs
2 for their fleets of passenger cars and trucks. For example, the City of San Diego’s Climate Action Plan
3 (“CAP”) sets ambitious targets for City fleet vehicle conversion. CAP Measure 2.2 requires that by
4 2035, 100% of light-duty fleet vehicles and 75% of medium-duty and heavy-duty fleet vehicles will be
5 electric. CAP Measure 2.3 establishes a target of 16% of all light-duty vehicle miles traveled to be
6 electric by 2030, increasing to 25% by 2035.

7 81. Hyundai and Kia together constitute the third largest seller of electric vehicles in the
8 United States. The companies are seeking to expand their footprint in that market, including by
9 investing \$2.7 billion in the new, Georgia-based manufacturing facility over the next three years to
10 increase its production capacity of hybrid and electric vehicles.

11 82. Defendants HMA and Kia actively market their vehicles to the State of California and to
12 California local governments for their fleet programs. For example, Defendants HMA and Kia engage
13 with the National Auto Fleet Management Association (NAFA), which is the largest membership
14 association for fleet managers, comprising over 2,000 public and private fleet managers, including
15 managers from California agencies. Defendants HMA and Kia routinely present their vehicle models to
16 fleet managers at NAFA conferences and events to market those vehicles to public agencies.

17 83. In order to sell their vehicles to public-agency consumers in California, Defendants
18 HMA and Kia enter into agreements with authorized dealerships. Defendants’ agreements with these
19 authorized dealerships give Defendants significant control over the marketing, pricing, and contract
20 terms for sales of vehicles to State and local governments. Defendants HMA and Kia also dictate
21 standards for the dealerships’ operations, facilities, sales techniques, advertising, and financing. These
22 authorized dealerships act as Defendants’ agents in marketing and selling vehicles to public-agency
23 consumers in California.

24 84. Fleet Vehicle Source, Inc. (“Fleet Vehicle Source”) is an authorized dealer for Hyundai
25 and Kia vehicles, acting as Defendants’ agent in marketing and selling vehicles to consumers in
26 California. It maintains an office in Covina, California, and has authorization from Defendants HMA
27 and Kia to sell Defendants’ vehicles to public-agency consumers in California. Fleet Vehicle Source
28 currently has active contracts with the State of California under its Statewide Contract for Fleet

Vehicles (“Statewide Contract”) for Hyundai and Kia vehicles with a combined estimated award value of more than \$10.7 million. Vehicles manufactured at the Metaplant in Georgia, such as the Hyundai Ioniq 5, and at HMMA in Alabama, such as the Hyundai Santa Fe Hybrid, are available for purchase by state agencies and local governments through Statewide Contract 1-22-23-10E (cars) and 1-22-23-23H (vans and SUVs). Between 2022 and 2025, the State and local governments purchased Hyundai and Kia vehicles worth \$5,798,485 through Fleet Vehicle Source under Statewide Contracts, including the City and County of San Francisco, Sacramento Municipal Utility District, San Luis Obispo County, City of Sunnyvale, Sacramento County, the State Department of Justice, the State Department of General Services, the State Department of Alcohol Beverage Control, and others.

85. Fleet Vehicle Source also enters into contracts directly with local governments in California for fleet vehicle purchases of Hyundai and Kia vehicles. For example, Fleet Vehicle Source has an active Supplier Contract with the City and County of San Francisco for the supply of Hyundai vehicles, including vehicles manufactured at the Metaplant.

86. First Motor Group of Los Angeles (“FMG”) is an authorized dealer for Defendant Kia’s vehicles, acting as Defendant Kia’s agent in marketing and selling vehicles to public-agency consumers in California. In 2025, FMG was awarded a Statewide Contract with the State of California for EV6 and EV9 vehicles manufactured at KG. In documents submitted by FMG to bid for this contract, they declared Kia to be receiving 95% of the bid price.

87. Other California public-agency consumers purchase Defendants’ vehicles from other Hyundai and Kia dealerships that act as Defendants’ agents in marketing and selling their vehicles to consumers in California. For example, San Diego County has purchased at least 57 Hyundai and Kia vehicles through 21 separate spot-buy purchases for one to nine vehicles at a time since 2022. Some of these contracts for vehicles were through First Vehicle Source, but other authorized dealerships have supplied vehicles to San Diego County, including Chula Vista Kia, A1 Financial Services, Kia of Irvine, and Imperial Valley Hyundai. San Diego County’s purchases include Hyundai and Kia vehicles produced at HMMA and KG.

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E. California and Its Local Governments Have Strong Policies Against Exploitive Labor Practices and Have Enacted Numerous Laws Prohibiting Their Use.

88. California and its local governments have established strong standards to communicate to potential contractors that their purchases of vehicles, including those marketed and sold by Defendants, must meet high-road standards. At a minimum, most, if not all, public agencies require that all equipment for public use be produced in compliance with federal and state laws.

89. Under California Public Contract Code § 6108, every contractor providing a state agency with vehicles, including the vehicles that Defendants market and sell to California public-agency-consumers, must certify that none of the vehicles “furnished to the state pursuant to the contract have been . . . produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor, or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor, or exploitation of children in sweatshop labor.” This Sweatfree Code of Conduct applies not just to the entity contracting with the State, but also to subcontractors and suppliers. (Cal. Pub. Contract Code §§ 6108(a)(1), 6108(f)(6).)

90. The Sweatfree Code of Conduct requires, among other things, that:

- a. “Contractors and subcontractors shall maintain a policy of not terminating any employee except for just cause, and employees shall have access to a mediator or to a mediation process to resolve certain workplace disputes not regulated by the National Labor Relations Board”;
- b. “Contractors and subcontractors shall ensure workers are paid, at a minimum, wages and benefits in compliance with applicable local, state, and national laws of the jurisdiction in which the labor, on behalf of the contractor or subcontractor, is performed”;
- c. “No person may be employed who is younger than the legal age for children to work in the country in which the facility is located, or the age for completing compulsory education, if any, whichever is greater. In no case may children under the age of 15 years be employed in the manufacturing process”;

- d. “There may be no form of forced labor of any kind, including slave labor, prison labor, indentured labor, or bonded labor, including forced overtime hours”; and
- e. “The work environment shall be safe and healthy and, at a minimum, be in compliance with relevant local, state and national laws.”

91. The California DGS requires that the “Sweatfree Code of Conduct” be incorporated into the Statewide Contracts, including the Statewide Contracts through which Defendants market and sell their vehicles to many California public-agency consumers.

92. Local governments in California have adopted their own high-road standards for vendors. For example, “[i]n its role as a market participant,” the City and County of San Francisco “seeks to assure that the integrity of the procurement process is not undermined by contractors or subcontractors who engage in sweatshop practices.” (San Francisco Lab. And Emp. Code § 151.1 et seq. [“SF Sweatfree Contracting Ordinance”].) Under the SF Sweatfree Contracting Ordinance, contractors and subcontractors that sell goods to the City, including the vehicles that Defendants market and sell to the City, must be free of “Sweatshop Labor.” Under the SF Sweatfree Contracting Ordinance, “Sweatshop Labor” includes work performed by any worker “that seriously or repeatedly violate[s] laws of the jurisdiction within which the work is performed governing,” among other things, wages, employee benefits, and health and safety. (Id. § 151.2[j].) “Sweatshop Labor” also includes “Abusive Forms of Child Labor,” defined as “work performed by a person under the age of 18 in violation of any applicable law . . . governing the minimum age of employment, compulsory education, or occupational health and safety.” (Id. §§ 151.2[a], [j].) The San Francisco Administrative Code separately prohibits “commodities” for public use from being made with “convict labor.” (San Francisco Admin. Code § 21.31.)³

93. California’s public purchasing standards reflect the state’s strong public policy against the use of child and forced labor, as well as unsafe and dangerous workplaces, as further evidenced by other state laws prohibiting these practices. (See Cal. Labor Code § 1285 et seq. [prohibiting child

³ See also City of Los Angeles Sweat-Free Procurement Ordinance, Los Angeles Admin. Code, art. 17 § 10.43 et seq. (requiring contractors to certify that neither they nor to their knowledge their subcontractors engage in “sweatshop labor,” including abusive forms of child labor, forced labor, and habitual violations of occupational health and safety laws.)

labor]; Cal. Penal Code § 236.1 [prohibiting forced labor]; Cal. Labor Code § 52.5 [providing a private right of action to victims of forced labor]; Cal. Labor Code. § 6400 et seq. [requiring “(e)very employer (to) furnish employment and a place of employment that is safe and healthful for the employees therein”].)

94. Defendants are aware of the high-road standards represented by the Sweatfree Code of Conduct, the SF Sweatfree Contracting Ordinance, and other California laws and understand that their authorized dealerships, as agents in the marketing and sale of their vehicles to California public-agency consumers, are required to certify that Defendants and their Suppliers do not utilize convict, forced, or child labor, do not seriously or repeatedly violate workplace laws, do not engage in other forms of sweatshop practices, and do not violate other federal and state laws in manufacturing the vehicles.

F. Defendants and Their Suppliers Engage in Unfair, Unlawful, and Fraudulent Practices to Build Hyundai and Kia Vehicles Sold in California.

95. The Defendants and their Suppliers, including Defendants Hyundai Mobis and Glovis, engage in unlawful, unfair, and fraudulent practices that are widespread and systemic throughout the supply chain that manufactures Hyundai and Kia vehicles sold in California. These practices power a production process that Defendants control and oversee from California. Defendants’ and their Suppliers’ low-road employment model is antithetical to California values, policy, and laws, yet Defendants market and sell their vehicles to California state and municipal public agencies in direct violation of the letter and spirit of California’s purchasing standards and expectations of public agencies, as well as federal and state laws. California public agencies, as consumers of Hyundai and Kia vehicles sold in the state, are harmed by the Defendants’ and their Suppliers’ unlawful, unfair, and fraudulent practices, as are California competitors over whom Defendants’ practices provide an unfair competitive advantage.

G. Defendants’ Suppliers Use Coercive Prison Labor to Build Hyundai and Kia Vehicles Sold in California.

96. Defendants’ Suppliers use incarcerated workers in Alabama and Georgia to manufacture parts for Hyundai and Kia vehicles. The Suppliers source the workers from state prison systems that the U.S. Department of Justice has concluded have unsafe and likely unconstitutional conditions.

1 97. In Alabama, the Suppliers obtain incarcerated workers through the Alabama Department
2 of Corrections (ADOC) Work Release Program, which contracts with private employers for the
3 provision of those workers. On information and belief, since 2021, Defendants’ Suppliers have
4 employed over 700 incarcerated workers.

5 98. In Georgia, the Suppliers obtain incarcerated workers through the Georgia Department
6 of Corrections (GDC) Transitional Center Program, which provides individuals who are pre-discharge
7 or parole from incarceration to private employers in Georgia. The Suppliers using GDC incarcerated
8 workers in Georgia include, but are not limited to, Defendant Glovis and Seoyon E-HWA, which both
9 supply to KG.

10 99. In 2020, the U.S. Department of Justice, Civil Rights Division (DOJ) released a report of
11 the findings from its investigation into ADOC.⁴ The report concluded that “there is reasonable cause to
12 believe” that ADOC’s conditions violate the prohibition on cruel and unusual punishment contained in
13 the Eighth Amendment of the U.S. Constitution. The conditions the DOJ identified as unlawful include
14 use of excessive force against incarcerated individuals, severe violence, including homicides,
15 overcrowding, and understaffing. The investigation found that the homicide rate at ADOC was eight
16 times higher than the average within prisons nationwide.

17 100. In 2024, the DOJ released a report of the findings from its investigation into GDC.⁵ The
18 report concluded that “there is reasonable cause to believe” that GDC’s conditions violate the
19 prohibition on cruel and unusual punishment contained in the Eighth Amendment of the U.S.
20 Constitution. The conditions the DOJ identified as unlawful include severe and pervasive violence,
21 homicides, and sexual violence. The investigation found that the homicide rate at GDC was three times
22 higher than the 2019 average among prisons nationwide and that GDC’s rate was likely much higher in
23 2024 given that the homicide rate had increased 95.8% between 2020 and 2023. The DOJ also
24 concluded the GDC transitional centers, which house individuals who are permitted to work for private
25 employers, are less violent.

26 _____
27 ⁴ Civil Rights Div., US Dept. of Justice, Investigation of Alabama’s State Prisons for Men (July 23,
2020) p. 1 <<https://www.justice.gov/crt/case-document/file/1297031/dl>> (as of Nov. 11, 2025.)

28 ⁵ Civil Rights Div., US Dept. of Justice, Investigation of Georgia Prisons (Oct. 1, 2024) p. 3
<<https://www.justice.gov/crt/media/1371406/dl>> (as of Nov. 11, 2025.)

1 101. The Suppliers' employment of incarcerated workers is entirely mediated by the prison
2 systems. The Suppliers contract directly with the prison systems for the provision of workers. A job
3 placement officer at the prison system then assigns workers to the jobs. The Suppliers pay the workers'
4 wages directly to the prison system, which makes significant deductions before remitting wages to the
5 workers. Incarcerated workers are not permitted to join labor unions or negotiate better pay or working
6 conditions directly with their employers.

7 102. To participate in the ADOC Work Release Program, an individual must be classified as
8 being on "Minimum-Community" status, which is the lowest level of custody in the correctional
9 system. Once assigned to the ADOC Work Release Program, the individual is moved to one of
10 ADOC's Community-Based Facilities.

11 103. The GDC Transitional Center Program also has eligibility requirements based on the
12 individual's classification, as well as the status of the individual's parole or discharge date. Individuals
13 who are eligible to work for private employers through the program are assigned to live in a GDC
14 Transitional Center.

15 104. Work release facilities, like ADOC's Community-Based Facilities and GDC
16 Transitional Centers, are much safer than other correctional facilities and have lower rates of mortality
17 and deaths than the overall prison system. The prospect of living in a work release facility incentivizes
18 individuals to work for private employers to escape the extreme violence and overcrowding in the
19 correctional facilities.

20 105. ADOC incarcerated workers who refuse to work can face disciplinary measures,
21 including loss of good-time credit that can extend their sentence, transfer from work release facilities to
22 higher-security prisons with extreme violence, solitary confinement, and denial of parole. As a result,
23 workers incarcerated at ADOC effectively cannot leave the job to which they have been assigned
24 regardless of the conditions at that job.

25 106. ADOC prison workers who complained about unsafe working conditions at one Supplier
26 were met with retaliation. In October 2024, several incarcerated workers spoke to the New York Times
27 about the ADOC Work Release Program and the poor working conditions at their employer, Ju-Young
28 Manufacturing, LLC ("Ju-Young"), a Supplier to HMMA. Weeks after the interview, Ju-Young fired

1 the ADOC workers and cancelled its contract with ADOC.⁶

2 107. The conditions of confinement at ADOC, and the retaliation, discipline, and threats the
3 incarcerated workers face when they refuse to work or speak out about poor working conditions leave
4 those workers with no choice but to continue to work, even when the job is dangerous and exploitative.
5 On information and belief, the coercive conditions endemic to the ADOC Work Release Program that
6 Defendants' Suppliers utilize, and from which Defendants financially benefit, constitute forced labor in
7 violation of the Trafficking Victims Protection Act ("TVPA"), 18 U.S.C. § 1589.

8 108. Four of Defendants' Suppliers are named as defendants in a pending federal court case
9 alleging they financially benefitted from the forced labor of individuals in ADOC's Work Release
10 Program in violation of the TVPA, 18 U.S.C. § 1589.⁷ Another case pending in Alabama state court
11 challenges forced labor and involuntary servitude in ADOC's Work Release Program and includes
12 allegations from incarcerated plaintiffs who worked at Defendants' Suppliers.⁸ On information and
13 belief, Defendants have actual knowledge of the lawsuits against the Suppliers they control.

14 109. Defendants' Suppliers' reliance on coercive prison labor through the ADOC Work
15 Release Program is negatively impacting the incarcerated and nonincarcerated workers at those
16 Suppliers. Workers who were surveyed at Defendants' Alabama Suppliers reported making 10-15%
17 less than other auto supply chain workers in the state, indicating that the Suppliers' use of prison labor
18 is suppressing wages of those Suppliers' workers. Specifically, a 10% increase in the share of
19 incarcerated workers at a Supplier is associated with a 10-14% drop in wages for free workers at that
20 plant. Workers at Defendants' Alabama Suppliers have also reported more frequent negative
21 experiences, including wage theft, forced overtime, harassment, safety hazards, and lack of breaks
22 ///

23 _____
24 ⁶ Smith, *Inmate Labor Tests the Limits on 'Involuntary Servitude'*, N.Y. Times (Feb 13, 2025) ,
25 <https://www.nytimes.com/2024/10/26/business/economy/prison-labor-alabama-hyundai.html>> (as of
26 Nov. 11, 2025); Smith, *Under Pressure, Hyundai Supplier Ends Alabama Prison Labor Contract*, N.Y.
Times (Dec. 18, 2024) < [https://www.nytimes.com/2024/12/18/business/hyundai-supplier-alabama-](https://www.nytimes.com/2024/12/18/business/hyundai-supplier-alabama-prison-labor.html)
prison-labor.html> (as of Nov. 11, 2025.)

27 ⁷ *Council v. Ivey, et al.* (M.D. Ala., May 9, 2025, No. 2:23-cv-00712) (amend. compl.) (naming as
28 defendants Suppliers Ju-Young Manufacturing Alabama, LLC; INZI Controls Alabama, Inc.; SL
Alabama LLC, Hwaseung Automotive USA LLC; and Progressive Finishes, Inc.)

⁸ *Stanley, et al. v. Ivey, et al.* (Ala., May 10, 2024, No. 03-CV-2024-900649.00) (compl.)

1 compared to other auto supply chain workers in the state.⁹

2 110. Defendants' Suppliers use nearly double the share of prison labor as other automotive
3 companies' suppliers in Alabama, indicating that Defendants are disproportionately profiting off prison
4 labor and its negative consequences, including wage suppression of incarcerated and nonincarcerated
5 workers and unlawful and unsafe working conditions, as compared to competitor automotive
6 companies.¹⁰

7 111. Defendants have the authority to prevent the use of oppressive prison labor at their
8 Suppliers. When the New York Times asked a spokesperson for Hyundai about Ju-Young's use of
9 prison labor, Hyundai stated that it "planned to avoid prison labor in its supply chain for the
10 'metaplant'" in Georgia.¹¹ Additionally, Defendants' own Supplier Code of Conduct prohibits
11 suppliers from producing parts with prison labor, indicating that Defendants have the power to stop this
12 practice, but refuse to do so.

13 112. On information and belief, Defendants know that the use of coercive prison labor at
14 Defendants' Suppliers, including Defendant Glovis, is ongoing and Defendants continue to source parts
15 from those Suppliers. On November 12, 2025, when asked about the Suppliers' use of prison labor by
16 The Korea Times, Hyundai Motor North America "acknowledged that it was aware some suppliers
17 participate in Alabama's inmate work release program."¹²

18 113. Defendants' use of coercive prison labor to construct parts for their vehicles is an
19 unlawful and unfair practice under California Business and Professions Code § 17200 et seq. because it
20 is contrary to federal and state law and the standards that state and local public agencies have
21 established, which preclude them from purchasing equipment produced using coercive prison labor.

22 ⁹ Helper, et al., *The Impact of Incarcerated Labor in Hyundai's U.S. Supply Chain*, Columbia Univ.
23 Labor Lab (Nov. 6, 2025) p. 3 <[https://laborlabcu.org/wp-content/uploads/2025/11/](https://laborlabcu.org/wp-content/uploads/2025/11/CLL_IncarceratedLabor.pdf)
24 [CLL_IncarceratedLabor.pdf](https://laborlabcu.org/wp-content/uploads/2025/11/CLL_IncarceratedLabor.pdf)> (as of Nov. 11, 2025.)

25 ¹⁰ Helper, et al., *Coercion and Monopsony in Modern American Manufacturing: Evidence from*
26 *Alabama Prison Labor*, SSRN (Nov. 3, 2025) (working paper) p. 20 <[https://papers.ssrn.com/](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5698743)
27 [sol3/papers.cfm?abstract_id=5698743](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=5698743)> (as of Nov. 11, 2025.)

28 ¹¹ Smith, *Inmate Labor Tests the Limits on 'Involuntary Servitude'*, *supra*, N.Y. Times (Feb 13, 2025.)

¹² Hae-rin, *Hyundai Motor's Alabama suppliers use prison labor, affecting wages, worker safety: report*, The Korea Times (Nov. 12, 2025)
<<https://www.koreatimes.co.kr/southkorea/society/20251112/hyundai-motors-alabama-suppliers-use-prison-labor-affecting-wages-worker-safety-report>> (as of Nov. 11, 2025.)

1 This unfair and unlawful practice is harming consumers, including the California state and local
2 agencies that purchase Hyundai and Kia vehicles for their fleets.

3 **H. Defendants' Suppliers Have Used Unlawful Child Labor to Build Hyundai and Kia**
4 **Vehicles Sold in California.**

5 114. Defendants' Suppliers have relied on unlawful child labor, including minors as young as
6 13 years old, to build parts for Hyundai and Kia vehicles. Since 2020, federal and state regulators have
7 identified cases of unlawful child labor at six Suppliers in Alabama. Three other Suppliers were
8 reported to be using child labor by media outlets that conducted investigations into the issue.

9 115. Federal law prohibits oppressive child labor, defined as the employment of a minor in an
10 occupation for which he/she does not meet the minimum age standards of the Fair Labor Standards Act
11 (FLSA). (See 29 U.S.C. §§ 212[c], 215[a][4]; 29 C.F.R., part 570 et seq.) The applicable regulations
12 define the minimum age as 16 years old, unless subject to an exception. Auto manufacturing is not
13 subject to an exception to the FLSA's minimum age requirements. (29 C.F.R. § 570.2.)

14 116. California law also prohibits the employment of minors under the age of 16 in
15 manufacturing. (Cal. Lab. Code § 1290.)

16 117. In 2021, the Alabama Department of Labor ("AL DOL") found a minor, age 15,
17 working at Das North America, Inc, a Tier 1 Supplier of components for HMMA. The minor worker
18 entered the Supplier through the staffing agency Jobs Systems Solutions.

19 118. In 2021 and 2022, the U.S. DOL found seven minors working at SL Alabama, LLC
20 ("SL Alabama"), a Tier 1 Supplier of components to HMMA. In September 2022, the U.S. DOL
21 obtained a consent judgment against SL Alabama, which ordered it to stop violating federal child labor
22 laws.¹³

23 119. In 2022, the AL DOL found a minor, age 15, working at Sejin America, Inc. (d/b/a SJA,
24 Inc.), a Tier 1 Supplier of components for HMMA. The minor worker entered the Supplier through the
25 staffing agency ACE Industry Company.

26 120. In 2022, the AL DOL found five minors, ages 13 to 16, working at SL Alabama. The

27 ¹³ Wage & Hour Div., *Federal court orders Hyundai, Kia auto parts manufacturer to stop employing*
28 *minors illegally, end 'oppressive' child labor law violations*, US Dept. of Labor (Oct. 11, 2022)
<<https://www.dol.gov/newsroom/releases/WHD/WHD20221011>> (as of Nov. 11, 2025.)

1 minor workers entered the Supplier through the staffing agency JK USA LLC.

2 121. In 2022, the AL DOL found a minor, age 14, working at SMART, a Tier 1 Supplier of
3 components for HMMA. The minor worker entered the Supplier through the staffing agency Best
4 Practice Service, LLC.

5 122. In 2022, the AL DOL found a minor, age 14, working at Daehan Solution America, a
6 Tier 1 Supplier of components for HMMA. The minor worker entered the Supplier through the staffing
7 agency Issac USA Inc.

8 123. In 2022, the U.S. DOL found seven minors working at AGS America, Inc., a Tier 2
9 Supplier of components for HMMA. The minor workers entered the Supplier through the staffing
10 agency JK USA LLC.

11 124. In December 2022, Reuters reported that three Suppliers, Defendant Glovis's subsidiary
12 Glovis Alabama, Hwashin America (a Tier 1 Supplier), and Ajin (a Tier 1 Supplier) were employing
13 minors under the age of 16. According to the article, employees at Ajin reported working alongside as
14 many as 10 minors.¹⁴

15 125. In August 2022, Defendants' attorneys conducted an audit of 28 Tier 1 suppliers. In
16 February 2023, the attorneys completed the audit and published a report summarizing their findings,
17 which concluded that Defendants' Tier 1 suppliers were not using child labor because the auditors "did
18 not find any underage workers during any of [their] onsite inspections or other audit activities."¹⁵ This
19 conclusion was false. On information and belief, Defendants' purported audit was intended to mislead
20 consumers in California and elsewhere into believing that Defendants' supply chain was no longer
21 using child labor.

22 126. In April 2023, Reuters reported that the U.S. DOL found an underaged minor at
23
24

25 ¹⁴ Rosenberg, et al., *Child workers found throughout Hyundai-Kia supply chain in Alabama*, Reuters
26 (Dec. 16, 2022) <<https://www.reuters.com/investigates/special-report/usa-immigration-hyundai/>> (as of
27 Nov. 11, 2025.)

28 ¹⁵ Swain, et al., *Summary Report – Audit of Child Labor Practices of HMMA Tier 1 Suppliers*, Littler
Mendelson (February 2023) p. 3 <[https://www.hyundai.com/content/hyundai/ww/
data/ir/calendar/2023/0000000375/files/\(2302\)%20summary-report-hmma-supplier-audit.pdf](https://www.hyundai.com/content/hyundai/ww/data/ir/calendar/2023/0000000375/files/(2302)%20summary-report-hmma-supplier-audit.pdf)> (as of
Nov. 11, 2025.)

1 Defendant Glovis’s logistics facility in Alabama in November 2022,¹⁶ which was during the time that
2 the Defendants’ purported audit was conducted.

3 127. In 2024, the U.S. DOL filed a lawsuit against HMMA and SMART, alleging that
4 HMMA jointly employed a 13-year-old child who worked at SMART for up to 50 to 60 hours per week
5 and profited off the unlawful child labor there. In September 2025, the U.S. District Court for the
6 Middle District of Alabama ruled that the U.S. DOL sufficiently pleaded that HMMA was a joint
7 employer with SMART and should have known of the child labor at the Supplier.¹⁷

8 128. As the foregoing findings by government agencies demonstrate, Defendants have not
9 exercised their substantial control over the Suppliers to prevent violations of child labor laws,
10 including, but not limited to, suspending supplier contracts, prohibiting use of third-party staffing
11 agencies, or requiring suppliers to submit to independent third-party audits and monitoring; therefore,
12 these practices are likely to recur.

13 129. On information and belief, Defendants continue to source vehicle components from the
14 Suppliers where minors were employed. Defendants have expanded the scope of their relationship with
15 some of those Suppliers to include supplying for the Metaplant; at least four of the Suppliers have
16 established or will establish facilities in Georgia for that purpose.

17 130. Defendants have not prohibited the Suppliers’ use of third-party staffing agencies
18 despite having the authority to do so. In 2022, Reuters reported that Defendant HMC CEO, José
19 Muñoz, stated he “would seek to end the use of third-party staffing agencies that many of [Hyundai’s]
20 suppliers have relied upon.”¹⁸ However, in a February 2023 letter to Shareholders, HMC said it was
21 merely “discouraging the use of third party staffing agencies” by the Suppliers.¹⁹ On information and
22 belief, the Suppliers continue to use multiple third-party staffing agencies, including staffing agencies

23 ¹⁶ Rosenberg, et al., *How a fake ID let Hyundai suppliers use child labor in Alabama*, Reuters (Apr. 27,
24 2023) <<https://www.reuters.com/world/us/how-fake-id-repeatedly-enabled-hyundai-suppliers-employ-child-labor-alabama-2023-04-27/>> (as of Nov. 11, 2025.)

25 ¹⁷ *Chavez-Deremer v. Hyundai Motor Mfg. Alabama, LLC*, (M.D. Ala., Sept. 10, 2025, No. 2:24-CV-
325-ECM, 2025 WL 2613288) p. 4.

26 ¹⁸ Rosenberg, et al., *Child workers found throughout Hyundai-Kia supply chain in Alabama*, *supra*,
Reuters (Dec. 16, 2022.)

27 ¹⁹ Chang, Letter to Shareholders, Hyundai Motor Company (Feb. 23, 2023.)
28 <<https://www.hyundai.com/content/dam/hyundai/ww/en/images/company/investor-relations/esg/letter-to-shareholders/2023-letter-to-shareholders-en.pdf>> (as of Nov. 11, 2025.)

1 that are connected to the staffing agencies that brought in the minor workers.

2 131. On information or belief, Defendants have not required their Suppliers to submit to
3 independent third-party audits or ongoing monitoring to detect use of unlawful child labor or the
4 conditions that allow it to occur. Defendants have posted signs inside the Alabama Suppliers requesting
5 that any suspected child labor be reported to Hyundai's corporate office, allowing Defendants to control
6 such reports and shield them from public view.

7 132. The Defendants' Suppliers' use of child labor to construct parts for their vehicles is an
8 unlawful and unfair practice under California Business and Professions Code § 17200 et seq. because it
9 is a violation of federal and state law and contrary to the standards that state and local public agencies
10 have established, which preclude them from purchasing equipment produced using child labor. This
11 unlawful and unfair practice is harming consumers, including the California state and local agencies
12 that purchase Hyundai and Kia vehicles for their fleets.

13 **I. Defendants' Suppliers Have Exploited Internationally Recruited Workers to Build**
14 **Hyundai and Kia Vehicles Sold in California.**

15 133. Defendants' Suppliers have employed hundreds of internationally recruited workers
16 present in the United States on temporary work visas to staff their plants in Alabama and Georgia. On
17 information and belief, those workers have been defrauded, subjected to exploitative working
18 conditions, and/or forced to work in violation of the TVPA, 18 U.S.C. § 1589. Workers have alleged
19 these practices in multiple lawsuits filed against the Suppliers.

20 134. The Suppliers have utilized a temporary work program referred to as the "TN Visa
21 Program" to staff their plants. The U.S. government created the TN Visa Program to permit Mexican
22 and Canadian professionals in certain occupations to temporarily enter the United States for
23 employment within their profession. (8 C.F.R. § 214.6[a].) The Suppliers hired workers from Mexico to
24 work in various types of professional jobs, including engineers, which is an authorized TN profession.

25 135. The worker's TN visa is valid for a period of up to three years. (8 C.F.R. § 214.6[e].)
26 During those years, the worker's visa – and lawful status in the country – is tied to the associated
27 employer unless a new employer submits a verified petition to the U.S. government seeking to add or
28 change employers. (8 C.F.R. § 214.6[i][1].)

1 136. The TN Visa Program has been widely reported to lead to severe labor exploitation,
2 including labor trafficking due to the lack of governmental oversight and the program’s structure
3 wherein the worker’s lawful status in the United States is tied to the employer that sponsored their
4 visa.²⁰

5 137. Since 2023, five Suppliers that collectively employed over 600 workers on TN visas
6 have been sued by those workers for violations of anti-trafficking, fraud, discrimination, and/or wage
7 and hour laws.²¹ The Suppliers named as defendants in the lawsuits are SMART, SL Alabama,
8 Defendant Glovis, Sewon America, Inc., and Defendant Hyundai Mobis.

9 138. On information and belief, in 2022, Defendant Glovis conspired with a labor recruiter,
10 GFA Alabama, to recruit workers from Mexico on TN visas to work as laborers at Defendant Glovis
11 and GFA Alabama. Defendant Glovis recruited the workers under fraudulent terms and then, once they
12 were in Georgia, required the workers to perform manual labor in violation of the TN Visa Program
13 regulations and subjected the workers to discriminatory working conditions in violation of the Georgia
14 Racketeer Influenced and Corrupt Organizations Act (“Georgia RICO”), O.C.G.A. § 16-14-1 et seq.;
15 42 U.S.C. § 1981; and Title VII, 42 U.S.C. § 2000e-2.²²

16 139. On information and belief, in 2022, Defendant Hyundai Mobis and KG, conspired with
17 labor recruiters and staffing agencies, to recruit workers from Mexico on TN visas to work as laborers
18 at Defendant Hyundai Mobis and KG. Defendant Hyundai Mobis and KG recruited the workers under
19 fraudulent terms and then, once they were in Georgia, required the workers to perform manual labor in
20 violation of the TN Visa Program regulations and subjected the workers to discriminatory working
21 conditions and wage theft, in violation of the Racketeer Influenced and Corrupt Organizations Act

22 ²⁰ See, e.g., Mauldin, *Coerced under NAFTA: Abuses of Migrant Workers in the TN Visa Program and*
23 *Recommendations for Reform*, Centro de los Derechos del Migrante (Dec. 2017)
24 <[https://cdmigrante.org/wp-content/uploads/2018/01/Coerced-under-NAFTA_-Abuses-of-Migrant-](https://cdmigrante.org/wp-content/uploads/2018/01/Coerced-under-NAFTA_-Abuses-of-Migrant-Workers-in-TN-Visa-Program.pdf)
[Workers-in-TN-Visa-Program.pdf](https://cdmigrante.org/wp-content/uploads/2018/01/Coerced-under-NAFTA_-Abuses-of-Migrant-Workers-in-TN-Visa-Program.pdf)> (as of Nov. 11, 2025.)

25 ²¹ See *Martinez-Lopez, et al. v. GFA Alabama, LLC*, (N.D. Ga., June 20, 2024, No. 1:24-cv-02676-
26 JPB-CCB) (compl.); *Heredia, et al. v. Sewon Am. Inc.*, (N.D. Ga., Mar. 15, 2024, No. 24-cv-00050-
27 TCB-RGV) (compl.); *Aquino Martinez, et al. v. Mobis Alabama, LLC, et al.*, (N.D. Ga., Mar. 20, 2023,
28 No. 3:22-cv-00145-TCB-RGV) (compl.); *Peregrina, et al. v. SL Alabama, LLC, et al.*, (N.D. Ga., Oct.
25, 2023, No. 3:23-cv-00206) (compl.); *Acosta, et al. v. SMART Alabama, LLC, et al.*, (N.D. Ga., Mar.
27, 2022, No. 1:22-cv-01209) (compl.).

²² *Martinez-Lopez, et al. v. GFA Alabama, LLC, supra* (June 20, 2024), No. 1:24-cv-02676-JPB-CCB)
(compl.)

1 (“RICO”), 18 U.S.C. § 1961-68; Georgia RICO, O.C.G.A. § 16-14-1 et seq.; 42 U.S.C. § 1981; Title
2 VII, 42 U.S.C. § 2000e-2; and the FLSA, 29 U.S.C. §§ 206, 207.²³

3 140. On information and belief, in 2021, SL Alabama, conspired with labor recruiters and
4 staffing agencies, to recruit workers from Mexico on TN visas to work as laborers at SL Alabama’s
5 plant in Alabama, which supplies parts to HMMA. SL Alabama recruited the workers under fraudulent
6 terms and then, once they were in Alabama, required the workers to perform manual labor in violation
7 of the TN Visa Program regulations and subjected the workers to discriminatory working conditions
8 and wage theft, and when those workers complained, threatened them with eviction from employer
9 housing and deportation, in violation of the TVPA, 18 U.S.C. §§ 1589, 1590; RICO, 18 U.S.C. § 1961
10 et seq.; Georgia RICO, O.C.G.A. § 16-14-1 et seq.; 42 U.S.C. § 1981; and FLSA, 29 U.S.C. §§ 206,
11 207.²⁴

12 141. On information and belief, between 2019 and 2022, Sewon America Inc. (“Sewon”),
13 conspired with labor recruiters and staffing agencies, to recruit workers from Mexico on TN visas to
14 work as laborers at Sewon’s plant in Georgia, which supplies parts to HMMA and KG. Sewon recruited
15 the workers under fraudulent terms and then, once they were in Alabama, required the workers to
16 perform manual labor in violation of the TN Visa Program regulations and subjected the workers to
17 discriminatory working conditions and wage theft, in violation of Georgia RICO, O.C.G.A. § 16-14-1
18 et seq.; 42 U.S.C. § 1981; and FLSA, 29 U.S.C. §§ 206, 207.²⁵

19 142. On information and belief, in 2020, SMART conspired with labor recruiters and staffing
20 agencies, to recruit workers from Mexico on TN visas to work as laborers at SMART’s plant in
21 Alabama, which supplies parts to HMMA. SMART recruited the workers under fraudulent terms and
22 then, once they were in Alabama, required the workers to perform manual labor in violation of the TN
23 Visa Program regulations and subjected the workers to discriminatory working conditions and wage

24 ²³ *Aquino Martinez, et al. v. Mobis Alabama, LLC, et al., supra* (Mar. 20, 2023, No. 3:22-cv-00145-
25 TCB-RGV) (compl.)

26 ²⁴ *Peregrina, et al. v. SL Alabama, LLC, et al., supra* (Oct. 25, 2023, No. 3:23-cv-00206). In July 2023,
27 SL Alabama settled the workers’ lawsuit for \$1.2 million. Kreighbaum, *Workers, Kia Supplier Reach*
28 *\$1.2 Million Trafficking Settlement*, Bloomberg Law (July 23, 2024)
<<https://news.bloomberglaw.com/daily-labor-report/workers-kia-supplier-reach-1-2-million-trafficking-settlement>> (as of Nov. 11, 2025.)

²⁵ *Heredia, et al. v. Sewon Am. Inc., supra* (Mar. 15, 2024, No. 24-cv-00050-TCB-RGV) (compl.)

1 theft, in violation of RICO, 18 U.S.C. § 1961-68; 42 U.S.C. § 1981; Title VII, 42 U.S.C. § 2000e-2;
2 and the FLSA, 29 U.S.C. §§ 206, 207.

3 143. On information and belief, Defendants have actual knowledge of their Suppliers' use of
4 temporary migrant labor and the lawsuits. Two of the lawsuits name Defendants Hyundai Mobis and
5 Glovis.

6 144. On information and belief, Defendants continue to source parts for their vehicles from
7 these Suppliers, including from Defendants Hyundai Mobis and Glovis, despite the allegations of
8 forced labor and other abusive working conditions at those Suppliers.

9 145. In September 2025, federal agents conducted an immigration raid at the Hyundai-LG
10 Energy Solutions battery plant located on the Metaplant campus. That raid resulted in the arrest of 475
11 workers. Many workers at the facility were employed on short-term work and business visas, indicating
12 that Defendants continue to affiliate with companies that rely on these exploitative temporary work
13 programs to staff their facilities.

14 146. Defendants' Suppliers' and Defendants Hyundai Mobis and Glovis's use of defrauded
15 and/or forced migrant labor to construct parts for their vehicles is an unlawful and unfair practice in
16 violation of California Business and Professions Code § 17200 et seq. because it is a violation of
17 federal and state law and contrary to the standards that state and local public agencies have established,
18 which preclude them from purchasing equipment produced using forced labor and other forms of labor
19 exploitation. This unlawful and unfair practice is harming consumers, including the California state and
20 local agencies that purchase Hyundai and Kia vehicles for their fleets.

21 **J. Defendants' Suppliers Engage in Widespread and Systemic Noncompliance with Federal**
22 **Health and Safety Laws.**

23 147. Defendants' Suppliers, including Defendants Hyundai Mobis and Glovis, engage in
24 widespread noncompliance with federal occupational health and safety standards. The systemic
25 noncompliance is an unlawful and unfair practice that places workers in Defendants' supply chain at
26 continuous risk of serious injury, illness, and death.

27 148. U.S. employers are required to provide workplaces "free from recognized hazards that
28 are causing or are likely to cause death or serious physical harm." Occupational Safety and Health Act

1 (“OSHA”), 29 U.S.C. § 654(a)(1); see also Cal. Labor Code § 6400 et seq. (same.)

2 149. Between 2015 and September 2025, Defendants’ known U.S. Suppliers were cited for
3 854 violations by OSHA. Most violations involved hazards that posed a substantial risk of serious
4 injury or death.

5 150. The number of confirmed violations across a single corporate network signals a systemic
6 breakdown in OSHA compliance and standards designed to protect workers from known hazards that
7 can cause injury, illness, and death.

8 151. The risk presented by the U.S. Suppliers’ systemic OSHA noncompliance is exemplified
9 by the OSHA injury data. In 2024, employers within the Defendants’ U.S. supply chain self-reported
10 over 1,000 illness and injuries through the OSHA Injury Tracking Application. When employers are
11 required to self-report to OSHA, they frequently underreport injury and illnesses.

12 152. Since 2016, at least thirteen workers at Defendants’ U.S. Suppliers have died in
13 workplace incidents. This year alone, two workers at the Metaplant campus in Georgia have been killed
14 in workplace incidents.

15 153. Between 2015 and 2025, a majority of those OSHA violations (60%, or 513 violations)
16 occurred at Defendants’ Suppliers in Alabama (38%, or 321 violations) and Georgia (22%, or 192
17 violations). Seventy-five percent of those violations were classified as serious, willful, or repeat, which
18 are classifications reserved for hazards likely to cause death or severe injury, or for employers who
19 knowingly ignored legal requirements.

20 154. Since 2022, Defendants Hyundai Mobis and Glovis have been cited by OSHA for
21 unlawful hazards that have resulted in five separate amputations and one death. In May 2025, OSHA
22 issued a citation for a serious violation to Defendant Glovis and \$16,550.00 in penalties for a fatality
23 involving a worker who was killed by blunt force trauma when a loose bridge gate fell on his head.

24 155. The most common violations at the Suppliers involve failures to implement
25 lockout/tagout procedures. Among those Suppliers, there were 180 instances of lockout/tagout
26 violations in Alabama and Georgia, or 35% of their total number of OSHA violations (513) in those
27 states. The Suppliers’ lockout/tagout violation rate is over two times higher than the national average
28 rate of lockout/tagout violations in the manufacturing industry, which in 2024 was 14%. Of the

lockout/tagout violations, 112 (65%) were serious, 43 (24%) were willful, 12 (7%) were repeat, and 13 (~4%) were other-than-serious.

156. Lockout/tagout procedures address the practices necessary to disable machinery or equipment to prevent the release of hazardous energy while employees are performing services and maintenance activities. (29 C.F.R. § 1910.147.)

157. Lockout/tagout violations expose workers to unguarded machinery that can start unexpectedly during maintenance, a leading cause of fatal “contact with equipment” incidents in manufacturing. In 2023, 31% of fatal injuries in manufacturing were because of contact incidents, which are the type of events that lockout/tagout procedures are intended to prevent.

158. Lockout/tagout procedures in the manufacturing industry generally involve a shutdown of the production line to eliminate safety hazards posed to individuals performing service and maintenance tasks. Lockout/tagout procedures also require training and retraining of employees to ensure effective implementation.

159. Implementation of effective lockout/tagout procedures can result in substantial production costs, including loss of production time for shutdowns and employee training. Those costs are a necessary aspect of a workplace that values and protects its workers and abides by the law.

160. The Suppliers’ lockout/tagout violations demonstrate a systemic failure to implement those life-saving safeguards against serious injury, amputation, and death. For example, in 2020, Supplier Ajin pled guilty to a federal misdemeanor, paying \$500,000 in fines and \$1,000,000 in restitution.²⁶ In its plea agreement, Ajin admitted: “If proper lockout/tagout procedures had been utilized, the machinery in the robotic cell would not have been able to energize while Elsea was inside the robotic cell; she would not have been struck by the robotic arm and she would not have been killed.”²⁷

161. Defendants’ JIT/JIS manufacturing models incentivize lockout/tagout violations because a delay in the production line can interfere with the highly complex sequencing of parts. In 2022, the

²⁶ Office of Public Affairs, *Auto-Parts Manufacturing Company Sentenced in Worker Death Case* US Dept. of Justice (Nov. 9, 2020) <<https://www.justice.gov/archives/opa/pr/auto-parts-manufacturing-company-sentenced-worker-death-case>> (as of Nov. 11, 2025.)

²⁷ *United States v. Joon LLC, d/b/a AJIN USA*, (M.D. Ala., Sept. 2, 2020, No. 3:20-cr-00093-SMD) (plea agreement.)

1 former Assistant U.S. Secretary of the Occupational Safety and Health Administration, David
2 Michaels, told Reuters that “safety at U.S.-based Hyundai suppliers was a recurrent concern at OSHA
3 during his eight years leading the agency until he left in 2017.” He attributed the “safety lapses” to
4 HMMA’s “just-in-time” parts manufacturing model.²⁸

5 162. On information and belief, Defendants can influence and control the Suppliers’
6 lockout/tagout procedures, and their compliance with those procedures, as part of Defendants’ tight
7 control over the Suppliers’ production process to effectuate the JIT/JIS systems. For example,
8 Defendants can fine suppliers by the minute for a delay in production.

9 163. On information and belief, Defendants have actual knowledge of their Suppliers’
10 systemic OSHA violations because those violations have occurred at Defendants Hyundai Mobis and
11 Glovis, have been made public by government regulators and the media, and Defendants have the
12 authority to audit the Suppliers’ practices, including those related to workplace health and safety.

13 164. On information and belief, Defendants continue to source parts for their vehicles from
14 these Suppliers despite their extensive OSHA violations.

15 165. On information and belief, the systemic OSHA noncompliance at Defendants’ Suppliers,
16 including at Defendants Hyundai Mobis and Glovis, is ongoing.

17 166. On information and belief, Defendants’ Suppliers’ systemic OSHA noncompliance
18 allows Defendants to save significant production costs, giving them an unfair competitive advantage
19 over automotive competitors who comply with the law.

20 167. Defendants’ Suppliers’ systemic noncompliance with OSHA laws is an unlawful and
21 unfair practice in violation of California Business and Professions Code § 17200 et seq. because it is a
22 violation of federal and state law and directly contrary to the standards that state and local public
23 agencies have established, which preclude them from purchasing equipment produced by companies
24 that engage in habitual health and safety violations. This unlawful and unfair practice is harming
25 consumers, including the California state and local agencies that purchase Hyundai and Kia vehicles for
26 their fleets.

27 ²⁸ Schneyer, et al., *Exclusive: Hyundai subsidiary has used child labor at Alabama factory*, Reuters
28 (July 22, 2022) <<https://www.reuters.com/world/us/exclusive-hyundai-subsidiary-has-used-child-labor-alabama-factory-2022-07-22/>> (as of Nov. 11, 2025.)

168. Defendants' Suppliers' systemic noncompliance with OSHA laws is an unlawful and unfair practice in violation of California Business and Professions Code § 17200 et seq. because failing to comply with OSHA regulations creates unfair competition by providing Defendants with material advantages over competitors in California, including, but not limited to, by allowing Defendants to profit off their Suppliers' OSHA violations through saved production costs and/or sell their vehicles for below market value in California.

K. Defendants Have Falsely Claimed That They Are Not Responsible for Their Suppliers' Practices and Falsely Certified That Their Vehicles Are Made in Accordance with Federal and State Laws.

169. Defendants have repeatedly, and falsely, sought to distance themselves from the unlawful and unfair labor practices of their Suppliers. Defendants' representations have been communicated to the public, including California state and public agencies. For example, in response to the U.S. DOL lawsuit against HMM for employment of child labor at SMART, a spokesperson for Hyundai told ABC News that the U.S. DOL was "seeking to apply an unprecedented legal theory that would unfairly hold Hyundai accountable for the actions of its suppliers."²⁹ In response to the Suppliers' use of prison labor, Hyundai's spokesperson told the New York Times that "employment decisions are up to the suppliers as long as they adhere to the law and our supplier code of conduct."³⁰

170. Defendants HMA and Kia have also repeatedly and falsely certified, through their agents and authorized dealerships, that their vehicles are made in compliance with California standards for public purchasing, and federal and state laws, despite knowing that their Suppliers engage in conduct that is directly contrary to those standards and laws.

171. Defendants' claims about their lack of responsibility for their Suppliers' practices and their certifications are false and are likely to deceive reasonable consumers, including California public-agency consumers who rely on those assurances and certifications to ensure California public purchasing is in accordance with the State's laws, policy, and values.

²⁹ Romero, *Hyundai sued by DOL after manufacturing plant employed 13-year-old on an assembly line*, ABC News (May 30, 2024) <<https://abcnews.go.com/US/hyundai-sued-dol-after-manufacturing-plant-employed-13/story?id=110688286>> (as of Nov. 11, 2025.)

³⁰ Smith, *Inmate Labor Tests the Limits on 'Involuntary Servitude'*, *supra*, N.Y. Times (Feb 13, 2025.)

172. Defendants' Suppliers' misrepresentations constitute an unfair and fraudulent practice in violation of California and Professions Code § 17200 et seq. because Defendants' fraudulent practices are likely to deceive reasonable consumers, including California public-agency consumers, into purchasing Hyundai and Kia vehicles built in conditions that violate federal and state laws and California standards, laws, and policy governing public purchases. Defendants' fraudulent practices are also harming public agency-consumers that have Hyundai and Kia vehicles in their fleets because they were misled into purchasing vehicles that are effectively defective and that they otherwise could not have purchased consistent with California purchasing standards and policies.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of California's Unfair Competition Law

Cal. Bus. & Prof. Code § 17200 et seq.

(Unlawful Prong)

173. Plaintiff incorporates by reference each allegation set forth above.

174. The California Unfair Competition Law ("UCL"), Business and Professions Code § 17200 et seq., defines unfair competition to include any unlawful, fraudulent or unfair business act or practice.

175. A business practice is "unlawful" under the UCL if it is forbidden by law, including state or federal laws or regulations, and the violation of any law may serve as the predicate for a violation of the "unlawful" prong.

176. Defendants committed an unlawful business act or practice in violation of Cal. Bus. & Prof. Code § 17200 et seq., by engaging in, ratifying, aiding and abetting, financially benefitting from, and/or profiting off of child labor in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 212(c), 215(a)(4); 29 C.F.R., Part 570 et seq.; forced labor of incarcerated and migrant workers in violation of the Trafficking Victims Protection Act, 18 U.S.C. § 1589; visa fraud involving migrant workers in violation of Georgia RICO, O.C.G.A. § 16-14-1 et seq.; and systemic noncompliance with federal health and safety laws in violation of OSHA, 29 U.S.C. § 651 et seq.; 29 C.F.R. § 1910 et seq.

177. Defendants' unlawful practices harm California consumers, including the public

1 agencies that purchase Defendants' vehicles for their fleets, because Defendants' unlawful practices are
2 contrary to federal and state laws and California's standards, laws, and policy governing public
3 purchases and they undermine public agencies' ability to ensure the responsible use of public money.
4 Defendants' unlawful practices further harm public agency-consumers that have Hyundai and Kia
5 vehicles in their fleets because they were misled into purchasing vehicles that are effectively defective
6 and that they otherwise could not have purchased consistent with their standards and policies.

7 178. Defendants' unlawful practices harm California competitors because the systemic
8 violations of federal occupational safety and health laws provide Defendants with an unfair advantage
9 in the California automotive market, including by allowing them to make a larger profit from the sale of
10 Hyundai and Kia vehicles and/or sell those vehicles for below market value.

11 179. Defendants' unlawful acts and practices occurred repeatedly in the course of
12 Defendants' trade or business.

13 180. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent
14 practices, Plaintiff has suffered injury in fact and/or lost money or property, including, but not limited
15 to, the expenditure and diversion of resources to investigate and counter Defendants' practices.

16 181. Further, Defendants' unlawful business acts and practices described herein present a
17 continuing threat and will persist and continue to do so unless and until this Court issues appropriate
18 injunctive and declaratory relief.

19 **SECOND CAUSE OF ACTION**

20 **Violation of California's Unfair Competition Law**

21 **Cal. Bus. & Prof. Code § 17200 *et seq.***

22 **(Unfair Prong)**

23 182. Plaintiff incorporates by reference each allegation set forth above.

24 183. The UCL, Business and Professions Code § 17200 *et seq.*, defines unfair competition to
25 include any unlawful, unfair, or fraudulent business act or practice.

26 184. Defendants' acts and practices are immoral, unethical, oppressive, unscrupulous,
27 unconscionable, and/or substantially injurious to California consumers. Defendants' acts and practices
28 are additionally unfair because the harm to consumers is substantial, is not outweighed by any

1 countervailing benefits to consumers or competition, and the consumers themselves could not have
2 reasonably avoided the harm. Further, Defendants' acts and practices are unfair in that they are contrary
3 to legislatively declared or public policy.

4 185. Defendants are committing unfair practices in violation of Cal. Bus. & Prof. Code §
5 17200, et seq. by engaging in, ratifying, aiding and abetting, financially benefitting from, and/or
6 profiting off prison labor at their Suppliers that is negatively impacting the wages and working
7 conditions of their Suppliers' workers. The use of coercive prison labor to build vehicles that are
8 marketed and sold to public agencies in California is also unfair because it is contrary to those
9 agencies' standards for purchasing, reflected in California law and policy, including Cal. Pub. Contract
10 Code § 6108. Defendants are further committing unfair practices by certifying to public agency-
11 consumers, through their agents and dealerships, that such vehicles are made in compliance with
12 applicable state and local laws, policies, and standards when this certification is false.

13 186. Defendants are also committing unfair practices in violation of Cal. Bus. & Prof. Code §
14 17200 et seq. by engaging in, ratifying, aiding and abetting, financially benefitting from, and/or
15 profiting off child and forced labor at their Suppliers, including the forced labor incarcerated workers
16 and the forced labor and visa fraud perpetrated on migrant workers. The use of child, forced, and
17 defrauded labor to build vehicles that are marketed and sold to public agencies in California is also
18 unfair because it is contrary to California laws and policy, including Cal. Pub. Contract Code § 6108.
19 Defendants are further committing unfair practices by certifying to public agency consumers, through
20 their agents and dealerships, that such vehicles are made in compliance with applicable state and local
21 laws, policies, and standards when this certification is false.

22 187. Defendants are also committing unfair practices in violation of Cal. Bus. & Prof. Code §
23 17200, et seq. by engaging in, ratifying, aiding and abetting, financially benefitting from, and/or
24 profiting off systemic and widespread violations of health and safety laws at their Suppliers that place
25 workers at grave and continuous risk of harm. The pervasive violation of health and safety standards to
26 build vehicles that are marketed and sold to public agencies in California is also unfair because it is
27 contrary to California laws and policy, including Cal. Pub. Contract Code § 6108. Defendants are
28 further committing unfair practices by certifying to public-agency consumers, through their agents and

dealerships, that such vehicles are made in compliance with applicable state and local laws, policies, and standards when this certification is false.

188. Defendants' unfair practices harm California consumers, including the public agencies that purchase Defendants' vehicles for their fleets because Defendants' unfair practices are contrary to federal and state laws and California's standards, laws, and policy governing public purchases and they undermine public agency-consumers' ability to ensure the responsible use of public money. Defendants' unfair practices further harm public agency-consumers that have Hyundai and Kia vehicles in their fleets because they were misled into purchasing vehicles that are effectively defective and that they otherwise could not have purchased consistent with their standards and policies.

189. Defendants' unfair practices also harm or threaten to harm automotive competitors in California because the ongoing and systemic violations of federal occupational safety and health law and the use of coercive prison labor, and resulting wage suppression from which Defendants profit, represent an incipient antitrust violation and provide Defendants with an unfair advantage in the California automotive market.

190. Defendants' unfair acts and practices occurred repeatedly in the course of Defendants' trade or business.

191. As a direct and proximate result of Defendants' unfair, unlawful, and deceptive practices, Plaintiff has suffered injury in fact and/or lost money or property, including, but not limited to, the expenditure and diversion of resources to investigate and counter Defendants' practices.

192. Further, Defendants' unfair business acts and practices described herein present a continuing threat and will persist and continue to do so unless and until this Court issues appropriate injunctive and declaratory relief.

THIRD CAUSE OF ACTION

Violation of California's Unfair Competition Law

Cal. Bus. & Prof. Code § 17200 *et seq.*

(Fraudulent Prong)

193. Plaintiff incorporates by reference each allegation set forth above.

194. The UCL, Business and Professions Code § 17200 *et seq.*, defines unfair competition to

1 include any unlawful, fraudulent or unfair business act or practice.

2 195. Defendants committed fraudulent acts and practices in violation of Cal. Bus. & Prof.
3 Code § 17200 et seq., including by informing consumers that they are not responsible for their
4 Suppliers' employment practices and certifying that their vehicles were made in compliance with
5 California standards governing public purchasing and state and federal law.

6 196. Defendants' conduct, which is continuing, is likely to deceive consumers that
7 Defendants' conduct is consistent with the law when in fact it is prohibited by numerous statutory
8 provisions.

9 197. California public agency-consumers are aware of Defendants' false assurances and
10 certifications that their vehicles are made in accordance with California standards governing public
11 purchasing and state and federal law and relied on those assurances and certifications when purchasing
12 Hyundai and Kia vehicles.

13 198. Defendants' fraudulent practices harm California consumers, including the public
14 agencies that purchase Defendants' vehicles for their fleets, because Defendants' fraudulent practices
15 are contrary to federal and state laws and California standards, laws, and policy governing public
16 purchases and they undermine public agency-consumer's ability to ensure the responsible use of public
17 money. Defendants' fraudulent practices further harm public agency-consumers that have Hyundai and
18 Kia vehicles in their fleets because they were misled into purchasing vehicles that are effectively
19 defective and that they otherwise could not have purchased consistent with their standards and policies.

20 199. Defendants' fraudulent acts and practices occurred repeatedly in the course of
21 Defendants' trade or business.

22 200. As a direct and proximate result of Defendants' unfair, unlawful, and fraudulent
23 practices, Plaintiff has suffered injury in fact and/or lost money or property, including, but not limited
24 to, the expenditure and diversion of resources to investigate and counter Defendants' practices.

25 201. Further, Defendants unlawful business acts and practices described herein present a
26 continuing threat and will persist and continue to do so unless and until this Court issues appropriate
27 injunctive and declaratory relief.

28 ///

PRAYER FOR RELIEF

202. Plaintiff respectfully requests that the Court:

- a. Issue declaratory relief stating that Defendants' conduct alleged herein constitutes an unlawful, unfair, and fraudulent business practice in violation of Cal. Bus. & Prof. Code § 17200 *et seq.*;
- b. Issue a permanent injunction or other appropriate equitable relief requiring Defendants to refrain from certifying and/or representing to California public agency-consumers that their vehicles are manufactured in compliance with federal, state, and local laws and standards unless and until such compliance has been confirmed by an independent, third-party audit;
- c. Issue a permanent injunction or other appropriate equitable relief prohibiting Defendants from marketing or selling their vehicles in California unless and until an independent, third-party audit confirms they have refrained from engaging in the unlawful and unfair practices that harm competition;
- d. Issue an order granting Plaintiff's counsel their reasonable costs and attorneys' fees as allowed by law, including but not limited to the California Code of Civil Procedure § 1021.5; and

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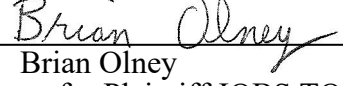
1 e. Grant such other relief as may be just and proper.
2

3 Dated: November 13, 2025

Respectfully Submitted,
HADSELL STORMER RENICK & DAI LLP
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Appendix A

Supplier	Products	Address
Advics Manufacturing	Brake calipers	1621 W Lukken Industrial Dr, LaGrange, Georgia 30240
AGS America	Injection molded parts	685 Fox Trail, Opelika, Alabama 36801
Ajin USA (Joon LLC)	Vehicle frame parts	1500 County Rd 177, Cusseta, Alabama 36852
Arkal Automotive USA, Inc.	Thermoplastic parts	2490 Innovation Dr, Auburn, Alabama, 36832
BASF Catalyst LLC	Plastics	9800 Kellner Rd SW, Huntsville, Alabama, 35824
C&J Tech Alabama, Inc.	Plastic injection molding	145 Plant 10 Drive, Alexander City, Alabama, 35010
Choice Fabricators, Inc. (CFI)	Metal stamping	3155 Steele Station Rd, Rainbow City, Alabama, 35906
Chowel Weldparts, Inc.	Impact beams	5826 Montgomery Hwy, Luverne, Alabama, 36049
CNJ, Inc.	Plastic Parts	265 Teague Ct, Auburn, Alabama, 36832
Cumberland Plastic Solutions	Injection molded parts	4401 Northpark Dr, Opelika, Alabama 36801
Daechang Seat Co., USA	Driver seat lumbar support	23 Downing Dr, Phenix City, Alabama 36869
Daehan Solutions Alabama, LLC	Insulation	9101 Co Rd 26, Hope Hull, Alabama 36043
Daesol Material Georgia, LLC (Daesol Asys Georgia)	Fiber padding	791 South Progress Parkway, West Point, Georgia, 31833
DAS Corp.	Seat frame	840 Industrial Park Blvd., Montgomery, Alabama, 36111
DAS North America Inc.	Seat adjustment system	840 Industrial Park Blvd, Montgomery Alabama 36117
Donghee America Inc.	Fuel tank	2550 Innovation Drive, Auburn, Alabama 36830
Dongwon Autopart Technology Alabama LLC	Door frame	12970 Montgomery Hwy., Luverne, Alabama, 36049
Doowon Climate Control America	Climate control systems	650 Lytell St, Metter, Georgia, 30439
EcoPlastic Corporation	Plastic molded parts	4800 US-301, Register, Georgia, 30452
EnovaPremier of Alabama, LLC	Tire and wheel assemblies	5130 Westport Blvd, Montgomery, Alabama 36108
Guyoung Tech, USA, Inc.	Seat frames	780 Industrial Park Blvd, Montgomery, Alabama, 36117
GLOVIS Alabama, LLC	Logistics	300 Hyundai Blvd, Montgomery, Alabama 36105, USA
GLOVIS Georgia, LLC	Logistics	6101 Sorento Rd, West Point, Georgia, 31833, USA

Hanon Systems Alabama Corp.	Electric compressor for heat pumps and cooling systems	676 Halla-Bama Drive, Shorter, Alabama., 36075
Hantal Alabama Corporation	E-coating	1121 Co Rd 79, Cusseta, Alabama 36852
Hanwha Advanced Materials America LLC	Headliners and underbody shields	4400 Northpark Dr, Opelika, Alabama 36801
Hella, Inc. USA	Horn	201 Kelly Dive Peachtree City, Georgia, 30269
HL Mando America Corporation - Alabama	Front brake caliper	4201 Northpark Drive, Opelika, Alabama 36801
HL Mando America Corporation - Georgia	Rear shock absorber	955 Meriwether Park Dr., Hogansville, Georgia, 30230
HL Mando Corporation	Integrated brake control (IBC)	955 Meriwether Park Dr G 2 Plant, Hogansville, Georgia, 30230
HL-GA Battery Company	Batteries	1 Lg Rd, Ellabell, Georgia, 31308
Hwaseung Automotive America Holdings Inc.	Brake hose	101 Development Dr, Enterprise, Alabama, 36330
Hwashin	Chassis components	661 Montgomery Hwy. Greenville, Alabama, 36037
Hyundai Polytech America Company, Inc.	Plastic injected parts	4 Hummingbird Ln, Eufaula, Alabama, 36027
Hyundai Steel	Steel	10484 Us 280, Hyundai Steel Building Ellabell, Georgia, 31308
Hyundai Transys Georgia Seating System, LLC	Seat	3735 Kia Parkway, WestPoint, Georgia, 31833
Hyundai WIA Corporation	Transfer (2.5T)	1100 S College St. Auburn, Alabama, 36830
Hyundai-Wia Alabama, Inc.	Transfer	1100 South College Street unit 203 Auburn, Alabama, 36830
Inzi Controls Alabama, Inc.	Plastic molded components	375 AL-203, Elba, Alabama 36323
ITAC (SMART)	Roof, dashboard, and tailgates	121 Ilji Drive, Luverne, Alabama 36049
Ju-young Manufacturing	Crash pads and tray consoles	5414 Lamco st, Montgomery, Alabama, 36117
Korea Fuel Tech America Inc	Carbon canister (2.5T)	1230 Country Rd 177, Cusseta, Alabama, 36852
Korea Fuel Tech Corporation	Carbon canister (2.5L)	272 Technology Parkway, Auburn, Alabama, 36830

Korens Inc.	Coolant heater (1.6T) (8AT)	600 Joseph Street, Alexander City, Alabama, 35010
Kwang Myung Industry Co., Ltd. (KMIN)	2nd row seat (center) headrest	1055 Towel Avenue, Valley, Alabama, 36854
Kwangsung Corporation Ltd.	B pillar lower trim	568 Thweatt Industrial Blvd., Dadeville, Alabama, 36853
Kyungshin Lear Sales & Engineering LLC	Floor wiring harness	100 Smothers RD Montgomery Alabama, 36117
Lear Corporation	Seat lumbar support	6 Meadowcraft Pkwy, Selma, Alabama 36701
MOBIS Alabama, LLC - Georgia Plant	Complete cockpit modules, rear chassis modules, & front-end module	7001 KIA Parkway West Point Georgia, 31833
MOBIS Alabama, LLC.	Complete cockpit modules, rear chassis modules, & front-end module	1395 Mitchell Young Rd., Montgomery, Alabama, 36108
Mobis North America Electrified Powertrain, LLC	High-voltage battery pack	100 Mobis Road, Richmond Hill 31324, Georgia
NVH Korea	Battery components	120 Colvin Dr, Locust Grove, Georgia, 30248
Oerlikon Balzers Coating USA, Inc.	Coatings	109 Parkway E, Pell City, Alabama, 35125
Progressive Finishes	E-coating	501 Industrial Rd, Alabaster, Alabama, 35007
Pyongsan America, Inc.	HVAC hose assembly	760 West Veterans Blvd, Auburn, Alabama 36832
SABIC Innovative Plastics	Plastics	1 Plastics Ave, Burkville, Alabama, 36752
SachaeSung Alabama Corporation	Chassis parts	210 Progress Dr, Andalusia, Alabama
Samkee Corp	Die cast components	1000 Samkee Pkwy, Tuskegee, Alabama, 36083
SCA Inc.	Plastic injection molded automotive & HVAC	764 Veterans Blvd, Auburn, Alabama, 36832
Seohan	Axle Assemblies	246 Teague Court, Auburn, Alabama, 36832
Seoyon E-Hwa Interior Systems Alabama, LLC	Console upper cover	7851 Bill Joseph Parkway, Montgomery, Alabama 36105

Seoyon E-Hwa Interior Systems Georgia Inc.	Door trim	104 Wiely Road, Lagrange, Georgia, 30240
Seoyon E-Hwa Manufacturing Auburn, Inc.	Center console	217 Thweatt Industrial Blvd, Dadeville 36853, Alabama
SEWON America Inc.	Body components	1000 Sewon Blvd, LaGrange, Georgia, 30241
Shinhwa	Die cast parts	2535 West Tech Ln., Auburn, Alabama, 36832
SJA Inc. (Sejin)	Injection molded parts	274 Thweatt Industrial Blvd., Dadeville, Alabama 36853
SJG Georgia LLC	Muffler (2.4L)	1641 West Lukken Industrial Drive, LaGrange, Georgia, 30240
SJG Sejong Co., Ltd.	Muffler (2.0L)	450 Old Fort Road East Fort Deposit, Alabama, 36032
SK Battery America	Batteries	1760 SK Blvd, Commerce, Georgia, 30529
SK ON Co., Ltd.	NMC lithium-ion battery cell	1760 Steve Reynolds Industrial Parkway, Commerce, Georgia, 30529
SL Alabama LLC	Exterior mirror	2481 Airport Blvd., Alexander City, Alabama 35010
Stamped Products, Inc. (SPI)	Metal stamping	201 Industrial Pkwy, Gadsden, Alabama, 35903
Tasus Corporation	Plastic molded parts	4310 Parkway Dr, Florence, Alabama 35630
Yongsan Automotive USA	Interior parts	1100 Jeter Ave, Opelika, Alabama, 36801