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20 **UNITED STATES DISTRICT COURT**  
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 BILLY GLENN, KATHY  
23 WARBURTON, KIM FAMA,  
24 CORINNE KANE, ROXANA  
25 FITZMAURICE, and JAHAN  
26 MULLA, on behalf of themselves and  
27 all others similarly situated,

28 Plaintiffs,

v.

HYUNDAI MOTOR AMERICA and  
HYUNDAI MOTOR COMPANY,

Defendants.

Case No. 8:15-cv-02052-DOC-KES

**SECOND AMENDED CLASS ACTION  
COMPLAINT AND DEMAND FOR  
JURY TRIAL**

1 Plaintiffs Billy Glenn, Kathy Warburton, Kim Fama, Corinne Kane, Roxana  
2 Fitzmaurice, and Jahan Mulla, on behalf of themselves and all others similarly situated,  
3 allege the following against Defendants Hyundai Motor America and Hyundai Motor  
4 Company (collectively, “Hyundai”):

5 **SUMMARY OF CASE**

6 1. Historically, automobile sunroofs have been modestly sized, spanning just a  
7 small portion of the roof over the driver and front passenger seats. Starting in the mid-  
8 2000s, manufacturers introduced a substantially larger style of “panoramic” sunroof,  
9 which spans almost the whole roof. While these sunroofs are aesthetically pleasing, and  
10 thus command a premium price, they also pose new and significant engineering  
11 challenges. Replacing metal roofs with large plates of glass requires precision in the  
12 strengthening, attachment, and stabilization of the glass.

13 2. Hyundai and other manufacturers have failed to meet these engineering  
14 challenges, with several manufacturers issuing safety recalls because of the propensity of  
15 panoramic sunroofs to spontaneously shatter. For Hyundai vehicles, over one hundred  
16 drivers have now reported to the National Highway Traffic and Safety Administration  
17 (“NHTSA”) that their panoramic sunroofs shattered. The shattering is so powerful that  
18 startled drivers have compared it to the sound of a gunshot, followed by glass raining down  
19 upon the occupants of the vehicle, sometimes while driving at highway speeds.

20 3. Hyundai has known about the problem since at least mid-2012, when its  
21 customers began reporting that their sunroofs had spontaneously shattered and the NHTSA  
22 initiated an investigation. Then in December 2012, the Korea Automobile Testing &  
23 Research Institute (“KATRI”), which is the South Korean government’s automotive safety  
24 and testing arm, launched an investigation into shattering panoramic sunroofs of numerous  
25 automotive manufacturers including Hyundai. Throughout KATRI’s investigation,  
26 Hyundai and other manufacturers were kept apprised and KATRI ultimately concluded  
27 that the panoramic sunroofs were prone to spontaneous shattering, at least in part due to  
28 ceramic paint used on the glass.

1 4. Despite KATRI's findings, Hyundai has recalled only a small subset of 2012  
2 Veloster vehicles. The problem extends far beyond that subset, however, to every Hyundai  
3 model equipped with panoramic sunroofs. Indeed, as Defendants are aware, owners of  
4 Sonata vehicles, Tucson vehicles, earlier and later model year Veloster vehicles, Santa Fe  
5 vehicles, Santa Fe Sport vehicles, and Elantra GT vehicles have all reported spontaneously  
6 shattering sunroofs. Hyundai to this day has yet to warn these drivers about the risk of  
7 sunroof shattering, continues to sell vehicles with defective sunroofs, and steadfastly  
8 denies that the defect exists even after owners experience the problem.

9 5. Hyundai's conduct violates consumer protection laws of California and other  
10 states and, additionally, breaches the company's warranty obligations. On behalf of the  
11 classes they propose to represent, Plaintiffs seek awards of damages and appropriate  
12 equitable relief.

13 **PARTIES**

14 6. Plaintiff Billy Glenn is a citizen and resident of Saraland, Alabama, located in  
15 Mobile County.

16 7. Plaintiff Kathy Warburton is a citizen and resident of Round Top, Texas,  
17 located in Fayette County.

18 8. Plaintiff Kim Fama is a citizen and resident of Haverhill, Massachusetts,  
19 located in Essex County.

20 9. Plaintiff Corinne Kane is a citizen and resident of Vancouver, Washington,  
21 located in Clark County.

22 10. Plaintiff Roxana Fitzmaurice is a citizen and resident of Granite Bay,  
23 California, located in Placer County.

24 11. Plaintiff Jahan Mulla is a citizen and resident of Howell Township, New Jersey,  
25 located in Monmouth County.

26 12. Defendant Hyundai Motor America ("HMA") is a California corporation with  
27 its headquarters and principal place of business at 10550 Talbert Avenue, Fountain Valley,  
28 California 92708. HMA is the U.S. sales, marketing, and distribution subsidiary of its

1 Korean parent company, Hyundai Motor Company. HMA is responsible for importing,  
2 marketing, advertising, distributing, selling, leasing, warranting, and servicing Hyundai  
3 vehicles in the United States.

4 13. Defendant Hyundai Motor Company (“HMC”) is a corporation organized and  
5 existing under the laws of the Republic of Korea and has its principal place of business in  
6 Seoul, South Korea.

7 **JURISDICTION AND VENUE**

8 14. This Court has jurisdiction over this action under the Class Action Fairness  
9 Act, 28 U.S.C. § 1332(d). There are at least 100 members in the proposed class, the  
10 aggregated claims of the individual class members exceed the sum or value of \$5,000,000,  
11 exclusive of interest and costs, and this is a class action in which Hyundai and more than  
12 two-thirds of the proposed plaintiff classes are citizens of different states.

13 15. This Court may exercise jurisdiction over Hyundai because it has located its  
14 American headquarters in California; it is registered to conduct business in California; it  
15 has sufficient minimum contacts in California; and it intentionally avails itself of the  
16 markets within California through the promotion, sale, marketing, and distribution of its  
17 vehicles, thus rendering the exercise of jurisdiction by this Court proper and necessary.

18 16. Venue is proper in this District under 28 U.S.C. § 1391 because HMA is  
19 headquartered in this district, HMC is a foreign entity, and a substantial part of the events  
20 or omissions giving rise to Plaintiff’s claims occurred in this District.

21 **SUBSTANTIVE ALLEGATIONS**

22 **The Defective Hyundai Panoramic Sunroofs**

23 17. HMA and HMC manufacture, market, and distribute mass-produced  
24 automobiles in the United States under the Hyundai brand name. The Hyundai automobile  
25 models that are the subject of this case are the 2011-2016 Sonata, Tucson, and the Veloster,  
26 and the 2013-2016 Santa Fe, Santa Fe Sport, and the Elantra GT with factory-installed  
27 panoramic sunroofs (collectively, the “Class Vehicles”).

1 18. Panoramic sunroofs are a relatively new alternative to traditional sunroofs—  
2 they are both wider and longer, covering most of the vehicle’s roof. Hyundai markets the  
3 panoramic sunroofs as a luxury upgrade, since the sunroofs provide extra light and an  
4 “open air” feeling while driving, and charges its customers several thousand dollars for  
5 the upgrade. The actual material cost of the panoramic sunroofs is fairly low, making the  
6 option one of the more profitable features in the automotive industry.

7 19. Panoramic sunroofs are made of large glass plates that attach to tracks, which  
8 in turn are set within a frame attached to the vehicle. Most panoramic sunroofs, including  
9 those sold by Hyundai, include a retractable sunshade. A photo of the sunroof in the  
10 Hyundai Santa Fe Sport from Hyundai USA’s website<sup>1</sup> appears below:



24 20. Hyundai makes its panoramic sunroofs out of tempered glass, also known as  
25 toughened glass. In the automotive industry, tempered or toughened glass is generally  
26

27  
28 <sup>1</sup> <https://www.hyundaiusa.com/santa-fe-sport/gallery.aspx>.

1 made by shaping and cutting a piece of annealed glass that is then heated and rapidly  
2 cooled. This tempering process creates an outer layer of compression that is shrink-  
3 wrapped around the middle of the glass, which is constantly pressing outwards, making  
4 the final product stronger than non-tempered glass. If the outer layer is compromised,  
5 however, the entire piece of glass shatters explosively.

6 21. Hyundai, like other automobile manufacturers, is under a mandate to improve  
7 fuel efficiency, and has done so in part by lightening loads through thinning the glass used  
8 in its panoramic sunroofs. Thinner glass, however, is difficult to temper properly  
9 (especially when thicknesses are 4mm or less) as the compressive layers are thinner,  
10 increasing the probability of compromise.

11 22. In addition, before the panoramic sunroof glass undergoes tempering, a  
12 ceramic paint is applied. While the exact composition is proprietary, the ceramic paint is  
13 generally composed of fine powders of ceramic frits, pigments, and other additive oxides,  
14 sulfides, or metals. These ceramic enamels are applied on the top around the edges of  
15 panoramic sunroof glazing and serve aesthetic and functional purposes. The ceramic paint  
16 appears as a black band along the edge of the glass.

17 23. Ceramic paints are known adulterants in automotive glass tempering and  
18 significantly weaken the structural strength and integrity of the Class Vehicles' panoramic  
19 sunroofs. Among other things, ceramic enamels compromise glass strength because:  
20 (i) the enamels have different thermal expansion coefficients than the glass substrates (*i.e.*,  
21 the glass and the paint expand at different rates), resulting in residual stress between the  
22 ceramic enamel and the glass substrate; and (ii) the fine powders used in the ceramic paint  
23 can chemically weaken the strength of the glazing.

24 24. In order to reduce road and wind noise, as well as to make panoramic sunroofs  
25 less susceptible to leaking rainwater, Hyundai also takes steps to fasten the sunroof glass  
26 to the vehicle with a sufficient degree of tightness. However, this also presents an  
27 engineering challenge, as the exertion of such pressure stresses and weakens the glass,  
28 with the flexing and vibration of ordinary driving imposing further stress.

1           25. In Class Vehicles, the glass used in production cannot withstand the pressures  
2 and flexing that the sunroof frame and vehicle demand. The consequence is that under  
3 ordinary driving conditions, the glass spontaneously shatters, as seen on the following  
4 picture of Plaintiff Billy Glenn’s 2014 Hyundai Santa Fe Sport:



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**Consumer Complaints Reveal the Magnitude of the Defect**

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22           26. Below are just a few examples of the numerous complaints lodged with the  
23 NHTSA by Hyundai owners and lessees. Few, if any, of the drivers who have contacted  
24 the federal government have reported that the shattering occurred because of a projectile  
25 striking their vehicle. According to several drivers, sunroof failures can occur within just  
26 a few weeks of purchase. The following complaints are also viewable online at  
27 [www.safercar.gov](http://www.safercar.gov).

1        2013 Hyundai Elantra: While driving on I80 in Indiana I heard a loud noise  
2        in the roof area, so I slid the cover on the sunroof open and found the glass  
3        spiderweb. By the time I pulled over the glass was totally shattered. At the  
4        time of the incident there were no trucks near me nor was I near an  
5        overpass.

6        (NHTSA ID Number: 10478787, Date Complaint Filed: 10/05/2012)

7        2013 Hyundai Elantra: I had just gotten onto the freeway when I noticed  
8        things flying off the back of my car. I wasn't sure what it was so I opened  
9        my sunroof slider a little and saw that my sunroof had shattered. I did not  
10       go under an underpass so I cannot be sure what happened. All I know is it  
11       cost me \$500 deductible to get it fixed. My car is only 3 months old, so that  
12       doesn't seem right. I have had 4 cars with sunroofs and never had anything  
13       like this happen. Please advise me as to my options. I'm afraid to drive it  
14       now!

15       (NHTSA ID Number: 10478837, Date Complaint Filed: 10/06/2012)

16       2013 Hyundai Santa Fe: While driving home from vacation, 600 miles into  
17       the drive and 200 miles from home, I hear a loud bang. I look up to find that  
18       the sunroof of my car has exploded. Nothing hit the car and no debris at the  
19       instant of the explosion fell into the car. It seemed to have exploded  
20       outward but there was no evidence of what caused the explosion. Small  
21       shards of glass from around the edge of the gaping hole began to fall into  
22       the car, though the majority of the glass had flown out because I was going  
23       65mph. I pulled over, patched the sunroof with duct tape and trash bags and  
24       continued to drive home. I will take the car to the dealership tomorrow to  
25       get it fixed. After a quick google search, I turned up that Hyundai is  
26       recalling other cars because of this problem. My car has a  
27       panoramic sunroof, just like the Velosters. NHTSA, please broaden your  
28       investigation of Hyundais' sunroofs to include Santa Fe Sports too!!

      (NHTSA ID Number: 10490154, Date Complaint Filed: 12/26/2012)

2013 Hyundai Santa Fe: I was driving down the freeway, at about 65 miles  
per hour, when I hear a loud explosion noise that sounded like a gunshot. I  
had no idea what was happening and then I could hear the sound of wind  
coming from the sunroof. Luckily, the fabric part that slides back and forth  
was closed so none of the glass came in. I exited the freeway and pulled  
into a parking lot to see what had happened. Almost all of the glass on the  
front half of the sunroof had completely exploded out and left a gaping  
hole.



1 (NHTSA ID Number: 10510702, Date Complaint Filed: 05/05/2013)

2 2013 Hyundai Elantra: Driving on the loop 101 and heard a loud noise inside  
3 the car almost like a gunshot, pulled over and noticed that the sunroof had  
4 shattered into tiny pieces, it was not extremely cold and I have only had this  
5 vehicle for 2 weeks.

6 (NHTSA ID Number: 10562847, Date Complaint Filed: 02/04/2014)

7 2015 Hyundai Tucson: While driving on a highway the sunroof on my 3  
8 week old car suddenly imploded at random. It was not hit by any objects or  
9 debris. The panoramic roof was closed at the time but the screen underneath  
10 was open so that you could see through the window. The glass was scattered  
11 throughout the front and back seats as well as found on top of the back portion  
12 of the roof. No injuries resulted but an extremely dangerous defect that should  
13 be addressed immediately.

14 (NHTSA ID Number: 10669369, Date Complaint Filed: 12/31/2014)

15 2012 Hyundai Sonata: I was driving down the interstate going around 60-  
16 65mph. I heard a loud boom that sounded like a gunshot, as soon as I had a  
17 safe moment to pull over I then realized it was my sunroof that has busted. I  
18 then was able to step out of my car and realized my sunroof had busted from  
19 the inside out. I am very thankful that I was able to stay calm, cool, and  
20 collective. I couldn't imagine if the pull of my sunroof from inside the call  
21 had been opened. It would have defiantly caused a hazard not only to myself  
22 but to other passengers and drivers on the highway.

23 (NHTSA ID Number: 10671663, Date of Incident: 01/11/2015)

24 2013 Hyundai Veloster: I was driving, doing approx 50 miles per hour when  
25 I heard a pop and then it started to rain glass from my panoramic sunroof that  
26 was shattering all over me. I had glass in my hair, cuts on my forehead and I  
27 have a huge lump on the top of my head from where I was hit in the head  
28 with a bigger piece of glass. Went to the hospital to make sure I didn't have  
a concussion, which I do not, however, I am very sore from my neck up to  
the top of my head. Brought the car to the Hyundai dealer and the service  
adviser acted surprised that this had happened and said to contact my  
insurance company to file a complaint since he stated it couldn't have  
happened on its own, that something had to have hit it. How sad it is to come  
home to see that the 2012 model of my car experienced the same challenge  
and was under recall and now I am seeing that several other 2013 owners are  
experiencing the same issue with their sunroof as I am.

1 (NHTSA ID Number: 10681854, Date of Incident: 02/06/2015)

2 2013 Hyundai Santa Fe: I was driving about 45 mph on an open road, little  
3 to no traffic. The sunroof in my Santa Fe spontaneously exploded. We heard  
4 a very loud bang. A large piece of glass flew up and out of my car. Several  
5 small pieces of glass fell into the car, on me and my 9 year old daughter (who  
6 was in the backseat/driver side). The falling glass ranged from slivers to pea  
7 sized to larger than 2 inches. The glass continued to fall into the car. I closed  
8 the sunshade on the sunroof to try to keep the rest of the falling glass off of  
9 us. I was only about 1/2 mile from home. I drove home and parked in my  
10 garage. The panoramic sunroof has 2 pieces of glass. The entire front panel  
11 was shattered, and had a large hole just to the right of center. This was after  
12 6pm. I called the Hyundai dealership first thing the next morning. The service  
13 person I spoke to stated this was the 2nd exploding sunroof they have seen  
14 this month. I had the car towed to the dealership. When we got to the  
15 dealership the rest of the sunroof had shattered and fallen into the car. The car  
16 was filled with glass. I had 2 small glass slivers in my hand that I easily  
17 removed. I have a small glass sliver in my chin still. My daughter has a few  
18 small scratches on her stomach (she was wearing a cropped sports top).

19 (NHTSA ID Number: 10693694, Date Complaint Filed: 03/11/2015)

20 2013 Hyundai Sonata: I was on my way into work driving down the  
21 highway and out of no where a hear this very loud explosion like a gun  
22 going off and thought someone had shot me. I then felt things falling on my  
23 head and lap, so I pulled over to the shoulder of the highway and turned the  
24 inside light on and saw shattered glass and then looked up and my sunroof  
25 was gone. I drove to the dealership and got out of my car and I could see  
26 with the glass remaining on the back part of the sunroof that the piece of  
27 glass was going outward, just like if something blew up. This could have  
28 caused me to be injured or have a accident. Please look into this matter  
before someone really gets hurt.

(NHTSA ID Number: 10695054, Date Complaint Filed: 03/18/2015)

2013 Hyundai Tucson: Hyundai panoramic sunroof exploded Father's Day  
2015, we were traveling westbound on Hwy 70 from Little Rock to Hot  
Springs AR around 10:45 am. It was not excessively hot, and it was a bit  
overcast. There was no noise alerting us to the impending explosion. And  
that explosion sounded just like a gunshot at very close range. Thankfully,  
we had the shade closed when the forward portion of the sunroof literally  
blew up, sending a thousand glass shards thru the air, onto the shade, and

1 bounding off the top and rear of the car...we were able to pull over and  
2 remove much of the glass shards, but the glass still clinging to the frame of  
3 the sunroof was curved upward, like to had literally blown "up" ....I went  
4 online and saw many pictures and stories of this same thing happening to  
5 others, throughout the country. The safety ramifications seem more than  
6 enough to warrant some sort of investigation and action by the Hyundai  
7 company.

(NHTSA ID Number: 10702749, Date Complaint Filed: 03/30/2015)

7 2014 Hyundai Santa Fe: I was driving down the highway at approximately  
8 75 miles per hour on a sunny day, and I suddenly heard this huge "pop" like  
9 someone had just shot my window out with a gun. At first I thought I blew  
10 out a tire but got out and checked and there was no damage there. I kept  
11 hearing wind whooshing through the cabin of my car, and finally I opened  
12 up the fabric cover of my sunroof and my sunroof was completely blown  
13 out! There were no trucks with rocks or any other means by which this  
14 sunroof could have shattered like that. It just plain blew out on its own. I got  
15 home and checked on my computer and sure enough, there were numerous  
16 complaints about Hyundais that had defective sunroofs that just blew out for  
17 no reason.

(NHTSA ID Number: 10725834, Date Complaint Filed: 06/17/2015)

16 2013 Hyundai Veloster: I was driving 70mph in the high-speed lane on I-40  
17 eastbound on 7/7/15 at 7:10pm when my sunroof exploded without warning.  
18 There were no cars in front of me. My sunroof was closed, and the windows  
19 were closed. The weather was sunny and ~90 degrees. The explosion came  
20 as a sudden thunderous boom causing shards of glass to fall into my vehicle  
21 onto my head and down my back, causing only a few minor cuts. I was so  
22 alarmed as the sunroof exploded that I swerved onto the berm of the highway.  
23 I noticed that the vehicles behind me also swerved causing near accidents, as  
24 I suspect shards of glass also flew backward at their vehicle after the  
25 explosion. I put on my flashers and pulled my vehicle to the right berm of the  
26 highway to calm myself. The other cars did not stop. Since the vehicle was  
27 still in driving condition, I drove the vehicle home slowly with my emergency  
28 flashers on and called my insurance company. There are currently no recalls  
on 2013 Hyundai Velosters. However there was a recall (#12v568000) for  
2012 Velosters for the same issue. There are also blogs on the web that talk  
about this issue lingering with 2013 models, however, no action has been  
taken by Hyundai to proactively address this enormous safety concern. I hope  
this notification to NHTSA helps drive some action and forces Hyundai to

1 recall these sunroofs considering how this could have easily caused severe  
2 injury and/or death at such high speeds.

(NHTSA ID Number: 10732662, Date Complaint Filed: 07/08/2015)

3  
4 2015 Hyundai Veloster: I was driving the 2015 Veloster Turbo on a straight  
5 portion of the freeway between 65 and 70 miles per hour with the sunroof open.  
6 The sunroof shattered unexpectedly, and glass flew both into the car, and out  
7 behind the car. The glass landed on my arms, head, lap, and went down my back  
8 as well. I swerved to the right as a reflex to being startled, and then overcorrected  
9 and went left past my lane. I did not hit any cars, however. Glass kept falling on to  
10 the freeway, into the car, and on my head for a few more minutes as I made my  
11 way to the dealership service department. Once at the dealership, I inspected the  
12 damage and found that the glass shards had made many cuts into the paint toward  
13 the back half of the car. The dealership later had me circle these scratched with a  
14 wax pen. Initially, I was going to be charged a diagnostic fee, but when I  
15 mentioned that this had been an issue for previous year models, another service  
16 consultant jumped in and told me it would all be taken care of under warranty.

(NHTSA ID Number: 10808854, Date Complaint Filed: 12/05/2015)

17  
18 2016 Hyundai Santa Fe Sport: The panoramic sunroof spontaneously  
19 shattered while driving at night on the highway at about 70mph - the sound  
20 was like a gunshot inside the car - this is a Santa Fe Sport 2016 model that I  
21 bought on July 5 2015.

(NHTSA ID Number: 10809600, Date Complaint Filed: 12/11/2015)

### 22 Hyundai's Knowledge of the Defect

23 27. Hyundai has long known that its sunroofs are prone to spontaneous and  
24 dangerous shattering.

25 28. On October 2, 2012, NHTSA launched an investigation into the 2012 Hyundai  
26 Veloster after receiving numerous reports and complaints of spontaneously shattering  
27 panoramic sunroofs. Numerous injuries from falling glass were noted by NHTSA in the  
28 investigation and that such incidents pose a risk of personal injury or vehicle crash.

29 29. On December 6, 2012, Hyundai notified NHTSA that it would conduct a safety  
30 recall. In reporting the defect, Hyundai posited that the Veloster panoramic sunroof  
31 assembly may have been weakened during installation at the factory. If the assembly was

1 weakened at the factory, according to Hyundai, the panoramic glass panel may break while  
2 the vehicle is in motion, leading to personal injury or a vehicle crash.

3 30. Hyundai inexplicably chose to limit its recall to only a small subset of its  
4 vehicles with panoramic sunroofs: its recall covers only 2012 Veloster vehicles produced  
5 from July 4, 2011 through October 31, 2011. However, owners of various model year  
6 Sonata vehicles, Tucson vehicles, non-recalled Veloster vehicles, Santa Fe vehicles, Santa  
7 Fe Sport vehicles, and Elantra GT vehicles have all reported spontaneously shattering  
8 sunroofs. By limiting its recall to certain 2012 Veloster vehicles, Hyundai was only  
9 required to test and potentially repair only about 19,600 vehicles out of the hundreds of  
10 thousands implicated by the sunroof defect.

11 31. In December 2012, KATRI launched its own investigation into spontaneous  
12 sunroof explosions after receiving numerous complaints of incidents occurring in South  
13 Korea since 2011.

14 32. KATRI did not limit the scope of its investigation to the 2012 Veloster, instead  
15 investigating shattering panoramic sunroofs in all Class Vehicles (as well as in other  
16 manufacturers' vehicles). Over ensuing years, Hyundai was notified and kept apprised of  
17 KATRI's investigation through direct contact as well as through various trade  
18 organizations of which Hyundai was a member. At a hearing in November 2013 before  
19 Korea's Ministry of Land, Infrastructure, and Transport ("MOLIT"), KATRI presented its  
20 findings and allowed automakers to respond. Representatives from Hyundai as well as  
21 other manufacturers were present at this meeting. According to KATRI, its investigation  
22 confirmed that the panoramic sunroofs are prone to shattering, due in part to the ceramic  
23 paint area being compromised.

24 33. Given the speed and frequency with which the panoramic sunroofs in Class  
25 Vehicles shatter, it is likely that Hyundai knew of the danger of shattering before it first  
26 began selling and leasing the vehicles. Hyundai studies and tracks potential vehicle  
27 defects through exhaustive pre-release testing.

28 34. Hyundai also uses a variety of means to determine how its vehicles are

1 performing in the days, weeks, and months after they are sold. Hyundai collects  
2 information from drivers and dealerships, through, among other things, complaints,  
3 warranty claims, replacement parts data, and other aggregated data sources. That data is  
4 particularly likely to trigger awareness of a problem within Hyundai where, as here, the  
5 problem affects driver and passenger safety, occurs relatively early in the life of the  
6 vehicle, and substantially detracts from customer satisfaction. Although Hyundai alone  
7 knows exactly what its information revealed in 2011 and 2012, the rapidity with which the  
8 panoramic sunroofs have failed and the vociferous nature of the complaints from  
9 frightened drivers suggest that Hyundai would have become aware of and begun  
10 investigating the problem after just a few initial reports.

11 35. One source of corroborating publicly available information is the database of  
12 driver complaints on the NHTSA website, which Hyundai monitors in the ordinary course  
13 of its business for emerging problems with its vehicles. A survey of those complaints  
14 shows that drivers began reporting the problem as early as 2012, and that by then, Hyundai  
15 dealerships and Hyundai itself were aware of the problem. The NHTSA database tends to  
16 contain far fewer complaints than Hyundai's internal databases, however, since most  
17 drivers first react by communicating with their dealership or Hyundai corporate, rather  
18 than the government, and many drivers do not even know NHTSA exists or accepts driver  
19 complaints. Hyundai also participates in discussions, meetings, conferences of  
20 international rule-making bodies, and international trade organizations where the defects  
21 associated with the Class Vehicles and their panoramic sunroofs were and are the topic of  
22 discussion and reform.

### 23 **The Costs and Dangers Posed to Occupants of Class Vehicles**

24 36. As NHTSA, KATRI, and various manufacturers have acknowledged, the  
25 sudden and spontaneous shattering of a sunroof endangers drivers, passengers, and others  
26 on the road. Panoramic sunroofs, which are intended to last the life of the vehicle, are also  
27 often an expensive upgrade costing thousands of dollars. The repair of a shattered  
28 panoramic sunroof also typically costs over one thousand dollars and can be an elaborate

1 procedure, often requiring that drivers give up their vehicles for a week or more. A  
2 reasonable person considering whether to purchase or lease a Class Vehicle who learned  
3 about the propensity of the panoramic sunroofs to shatter would find these costs material,  
4 and would opt against paying the thousands of dollars for such an upgrade or simply forego  
5 purchasing the vehicle altogether.

6 37. When Hyundai sunroofs shatter, they make a sudden and extremely loud noise,  
7 and often send shards of glass raining down onto the driver and passengers. Drivers report  
8 that the falling shards of glass have cut them and their passengers and have also caused  
9 damage to the interior of their vehicles. Drivers have also reported a number of near-miss  
10 accidents that have occurred after they were startled by the shattering.

11 38. Both Hyundai and other manufacturers acknowledge the danger posed by  
12 shattering sunroofs. Hyundai initiated the “safety recall” referenced above,  
13 acknowledging that the shattering “relates to motor vehicle safety,” including by posing a  
14 risk of cutting vehicle occupants. In connection with the recall, NHTSA wrote that the  
15 breaking of the sunroof could lead “to personal injury or a vehicle crash.” Likewise,  
16 Volkswagen initiated a safety recall for shattering panoramic sunroofs, and it too  
17 acknowledged that drivers “could be injured by falling glass,” and that “[i]f the glass panel  
18 were to break while the vehicle is in motion, it could cause driver distraction, increasing  
19 the risk of a crash.”<sup>2</sup> In connection with that recall, NHTSA wrote that “should the  
20 sunroof’s glass break while the vehicle is in use, the falling glass could cut and injure the  
21 driver or passengers [and] could also distract the driver, increasing the risk of a crash.”

22 39. Like NHTSA, KATRI recognized the danger posed by shattering panoramic  
23 sunroofs. KATRI concluded that the sudden shattering may cause “abrasions due to  
24

25  
26 <sup>2</sup> Jenna Reed, *VW Recalls Certain Beetle Models Over Potential Panoramic Sunroof Issue*,  
27 glassBYTES.com (Dec. 11, 2014), <http://www.glassbytes.com/2014/12/vw-recalls-certain-beetle-models-over-potential-panoramic-sunroof-issue/>; Volkswagen of America,  
28 Inc., *Volkswagen Issues Voluntary Recall* (Dec. 7, 2014), <https://media.vw.com/release/856/>.

1 shattered glass” and also cause the “risk of secondary accidents.”

2 **Hyundai Breached its Warranty Obligations**

3 40. Hyundai provides a 5-year/60,000-mile new vehicle limited warranty, which it  
4 claims: “Covers repair or replacement of any component manufactured or originally  
5 installed by Hyundai that is defective in material or factory workmanship, under normal  
6 use and maintenance.” While certain parts like radio and audio systems, paint, battery and  
7 wear items, are excluded from this coverage, the panoramic sunroofs are not excluded.  
8 Hyundai claims: “America’s Best Warranty does more than give you peace of mind, it’s a  
9 commitment from Hyundai to maintain a high degree of quality, dependability and  
10 reliability.”

11 41. Hyundai is obligated to repair the sunroofs at issue in this lawsuit under its  
12 warranty because the defective sunroofs suffer from a defect in material, workmanship, or  
13 design—whether due to poor glass quality, an improper manufacturing process, or an  
14 improper assembly process. KATRI has concluded, for instance, that the ceramic material  
15 that Hyundai adds to the glass during the manufacturing process compromises the sunroof  
16 glass material and is at least partly responsible for spontaneous sunroof shattering. In  
17 addition, Hyundai has posited in communications with NHTSA that sunroof assemblies  
18 may be weakened during installation at the factory.

19 42. Alternatively, even if the sunroof is ultimately determined to be solely a design  
20 defect, Hyundai would still be obligated to repair the sunroofs under its warranty because  
21 (i) design defects are not specifically excluded from warranty coverage, (ii) it has been  
22 Hyundai’s and the automotive industry’s practice to repair design defects under warranty,  
23 and (iii) the warranty is a contract of adhesion, under which any ambiguities of coverage  
24 should be construed against Hyundai.

25 43. Instead of honoring its warranty obligations, however, Hyundai has employed  
26 a concerted practice to avoid paying for sunroof replacements. Even though it knows that  
27 its panoramic sunroofs are prone to spontaneous shattering, Hyundai has consistently told  
28 drivers that their sunroofs have performed properly and denies warranty coverage.



1 Hyundai's dealers also instruct customers that their sunroof failures will not be covered  
2 under warranty. Instead, when customers call to complain, Hyundai denies that sunroof  
3 failures are the result of a systemic defect.

4 44. As a result of Hyundai's systematic denials of warranty coverage for sunroof  
5 failures, Plaintiffs and Class Members are required to incur substantial repair bills, make  
6 claims under their automotive insurance policies, and pay for resulting insurance  
7 deductibles when the sunroofs of their vehicles spontaneously shatter.

8 **Hyundai's Concealment of the Defect and Its Refusal to Warn Owners and Lessees**

9 45. Despite its knowledge of the fact that the defective panoramic sunroofs in Class  
10 Vehicles endanger drivers, passengers, and others on the road, Hyundai continues to  
11 conceal the problem from drivers and potential customers alike. Hyundai has not warned  
12 consumers at the point of sale or lease (nor instructed its dealerships to do so), and has  
13 made no effort to alert Hyundai drivers to the sunroofs' risk of suddenly shattering. As a  
14 result, most drivers are unaware that they are driving unsafe vehicles and consumers are  
15 deprived of the right to make informed purchasing decisions taking into account the  
16 available information about the propensity of the panoramic sunroofs to spontaneously  
17 shatter, the danger posed, and the cost of repair.

18 46. As Hyundai knows, the problem is not reasonably discoverable by consumers  
19 unless they experience the shattering firsthand and thus are exposed to the attendant safety  
20 risks.

21 47. While vehicles with similar sunroof defects have been the subject of voluntary  
22 safety recalls—which by law requires notification to owners of lessees of the danger—  
23 Hyundai continues to profit from the sale and lease of defective vehicles to unwitting  
24 consumers and continues to decline assistance with repair costs even for Class Vehicles  
25 that remain within warranty.

26 48. Given the severity and the safety risks posed by the sunroof defect, Hyundai  
27 either should not have sold or leased Plaintiffs and class members their vehicles or it  
28 should have prominently disclosed—both in a written disclosure to be acknowledged in

1 writing by Plaintiffs and class members and through an oral disclosure to be given by  
2 Hyundai's authorized dealerships—that the vehicles' sunroofs are prone to spontaneously  
3 shatter.

#### 4 **PLAINTIFFS' EXPERIENCES**

##### 5 **Billy Glenn**

6 49. Plaintiff Billy Glenn purchased a new 2014 Hyundai Santa Fe Sport in  
7 September 2014, from Eastern Shore Hyundai, an authorized Hyundai dealership located  
8 in Daphne, Alabama. Mr. Glenn's vehicle was equipped with a factory-installed  
9 panoramic sunroof. Mr. Glenn researched the vehicle online, including on Hyundai's  
10 website, and he also spoke with dealership personnel about the vehicle before making his  
11 purchase.

12 50. In February 2015, when the vehicle had about 10,000 miles on the odometer,  
13 Mr. Glenn was driving with his wife and daughter when the panoramic sunroof shattered,  
14 showering everyone inside the vehicle with glass. The sunroof shattered without warning  
15 and with no indication that an object had made contact with it beforehand.

16 51. Mr. Glenn contacted Eastern Shore Hyundai the next day, and contacted  
17 HMA on February 6, 2015. Both the dealership and HMA refused to cover the costs of  
18 repair. Mr. Glenn filed a claim with his insurance company, which required him to pay a  
19 \$100 deductible in connection with the sunroof repair and replacement.

20 52. In March 2015, the new panoramic sunroof also shattered, again without  
21 warning and with no indication that an object had made contact with it. Once again, Mr.  
22 Glenn contacted the dealership and HMA. Again, both the dealership and HMA refused  
23 to cover the costs of repair. Mr. Glenn filed another insurance claim, and had to pay  
24 another \$100 deductible for the repair and replacement of his vehicle's sunroof. Mr. Glenn  
25 also incurred rental car costs while his vehicle was being repaired, which have not been  
26 reimbursed by Hyundai.

27 53. Had Hyundai adequately disclosed the panoramic sunroof defect, Mr. Glenn  
28 would not have purchased his vehicle, or he would have paid substantially less for it. His

1 vehicle remains within the scope of Hyundai's new vehicle limited warranty.

2 **Kathy Warburton**

3 54. Plaintiff Kathy Warburton purchased a new 2014 Hyundai Santa Fe in  
4 September 2014 from Garlyn Shelton Hyundai, now called Brazos Valley Hyundai, an  
5 authorized Hyundai dealership located in Bryan, Texas. Ms. Warburton's vehicle was  
6 equipped with a factory-installed panoramic sunroof. Ms. Warburton researched the 2014  
7 Hyundai Santa Fe before her purchase, including through reading the Consumer Reports  
8 review of the vehicle and viewing Hyundai's website, and by asking questions of  
9 dealership personnel before buying the vehicle.

10 55. In December 2015, when the vehicle had approximately 33,000 miles on the  
11 odometer, Ms. Warburton was driving with her daughter when she heard a loud sound and  
12 the panoramic sunroof shattered, covering her and her daughter with glass. The sunroof  
13 shattered without warning and without any indication that an object had made contact with  
14 it beforehand.

15 56. Ms. Warburton contacted HMA, who refused to cover the costs of the repair.  
16 Ms. Warburton filed a claim with her insurance company, which required her to pay a  
17 \$1,000 deductible in connection with the sunroof repair. Ms. Warburton also incurred  
18 rental car costs of \$296 for a period of three weeks while her vehicle was being repaired,  
19 which have not been reimbursed by Hyundai.

20 57. Had Hyundai adequately disclosed the panoramic sunroof defect, Ms.  
21 Warburton would not have purchased her vehicle, or she would have paid substantially  
22 less for it. Her vehicle remains within the scope of Hyundai's new vehicle limited  
23 warranty.

24 **Kim Fama**

25 58. Plaintiff Kim Fama purchased a new 2013 Hyundai Elantra GT in October  
26 2013 from Salem Ford Hyundai, an authorized Hyundai dealership located in Salem, New  
27 Hampshire. Ms. Fama's vehicle was equipped with a factory-installed panoramic sunroof.  
28 Ms. Fama researched the vehicle before her purchase, including by speaking with

1 dealership personnel.

2 59. In July 2015, when the vehicle had approximately 17,000 miles on the  
3 odometer, Ms. Fama was driving when she heard a loud sound and the panoramic sunroof  
4 spontaneously shattered. She felt the sensation of air rushing into the vehicle and glass  
5 fell onto the front seats. The sunroof shattered without warning and with no indication  
6 that an object had made contact with it beforehand.

7 60. Ms. Fama contacted HMA and Salem Ford Hyundai, who refused to cover  
8 the cost of the repair. She was without her vehicle for three weeks while parts were  
9 ordered and installed.

10 61. Had Hyundai adequately disclosed the panoramic sunroof defect, Ms. Fama  
11 would not have purchased her vehicle, or she would have paid substantially less for it. Her  
12 vehicle remains within the scope of Hyundai's new vehicle limited warranty.

13 **Corinne Kane**

14 62. Plaintiff Corinne Kane purchased a 2011 Hyundai Tucson in November 2011  
15 through a vehicle broker based in California. Ms. Kane's vehicle was equipped with a  
16 factory-installed panoramic sunroof. Ms. Kane researched the vehicle prior to her  
17 purchase, including by viewing Hyundai's website, looking at safety ratings, and speaking  
18 with personnel at a local Hyundai dealership.

19 63. In March 2015, when the vehicle had approximately 50,000 miles on the  
20 odometer, Ms. Kane was driving when she heard a loud sound and the open panoramic  
21 sunroof shattered, covering the rear panel of the sunroof in broken glass. The sunroof  
22 shattered without warning and with no indication that an object had made contact with it  
23 beforehand.

24 64. Ms. Kane contacted HMA, who had the vehicle towed to Vancouver  
25 Hyundai. But HMA as well as the dealership refused to cover the cost of the repair. Ms.  
26 Kane instead filed a claim with her insurance company, which required her to pay a \$500  
27 deductible in connection with the sunroof repair. Ms. Kane also incurred rental car costs  
28 while her vehicle was being repaired, which have not been reimbursed by Hyundai. Ms.

1 Kane subsequently sold her 2011 Hyundai Tucson because she felt unsafe driving it.

2 65. Had Hyundai adequately disclosed the panoramic sunroof defect, Ms. Kane  
3 would not have purchased her vehicle, or she would have paid substantially less for it.

4 **Roxana Fitzmaurice**

5 66. Plaintiff Roxana Fitzmaurice purchased a 2016 Hyundai Sonata in March  
6 2015 from Sacramento Hyundai, an authorized Hyundai dealership located in Sacramento,  
7 California. Ms. Fitzmaurice's vehicle was equipped with a factory-installed panoramic  
8 sunroof. Ms. Fitzmaurice researched the vehicle prior to her purchase, including by  
9 viewing Hyundai's website and by asking questions of dealership personnel before buying  
10 the vehicle.

11 67. In May 2016, when the vehicle had approximately 15,000 miles on the  
12 odometer, Ms. Fitzmaurice was driving when she heard a loud sound and the panoramic  
13 sunroof shattered, covering the interior panel of the sunroof in broken glass. The sunroof  
14 shattered without warning and with no indication that an object had made contact with it  
15 beforehand.

16 68. Ms. Fitzmaurice contacted Sacramento Hyundai to report the incident.  
17 Personnel at the dealership did not offer to repair the sunroof under warranty and instead  
18 advised Ms. Fitzmaurice to contact her insurance company and file a claim. Ms.  
19 Fitzmaurice filed the claim, which required her to pay a \$500 deductible in connection  
20 with the sunroof repair.

21 69. Had Hyundai adequately disclosed the panoramic sunroof defect, Ms.  
22 Fitzmaurice would not have purchased her vehicle, or she would have paid substantially  
23 less for it. Her vehicle remains within the scope of Hyundai's new vehicle limited  
24 warranty.

25 **Jahan Mulla**

26 70. Plaintiff Jahan Mulla purchased a 2013 Hyundai Tucson in December 2012  
27 from Freehold Hyundai, an authorized Hyundai dealership located in Freehold, New  
28 Jersey. Ms. Mulla's vehicle was equipped with a factory-installed panoramic sunroof.

1 Ms. Mulla researched the vehicle prior to her purchase, including by viewing Hyundai's  
2 website and by asking questions of dealership personnel before buying the vehicle.

3 71. In April 2016, when the vehicle had approximately 30,000 miles on the  
4 odometer, Ms. Mulla was driving with her husband and daughter when she heard a loud  
5 sound and the panoramic sunroof shattered, covering the interior panel of the sunroof in  
6 broken glass. The sunroof shattered without warning and with no indication that an object  
7 had made contact with it beforehand.

8 72. Ms. Mulla contacted her insurance company to report the incident. Her  
9 insurer advised her to contact Freehold Hyundai to ask for a repair under warranty. Ms.  
10 Mulla contacted personnel at Freehold Hyundai, who refused to cover the costs of the  
11 repair.

12 73. Ms. Mulla filed an insurance claim, which required her to pay a \$50  
13 deductible in connection with the sunroof repair. Ms. Mulla also incurred rental car costs  
14 of approximately \$250 while her vehicle was being repaired, which Hyundai has not  
15 reimbursed.

16 74. Had Hyundai adequately disclosed the panoramic sunroof defect, Ms. Mulla  
17 would not have purchased her vehicle, or she would have paid substantially less for it. Her  
18 vehicle remains within the scope of Hyundai's new vehicle limited warranty.

19 **CLASS ACTION ALLEGATIONS**

20 75. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring  
21 this action on behalf of themselves and the following proposed statewide classes, within  
22 which the term "Class Vehicle" is defined to include all of the models below that are  
23 equipped with factory-installed panoramic sunroofs:

- 24 a. 2013-2016 model year Hyundai Santa Fe Sport vehicles;  
25 b. 2013-2016 model year Hyundai Santa Fe vehicles;  
26 c. 2013-2016 model year Hyundai Elantra GT vehicles;  
27 d. 2011-2016 model year Hyundai Sonata vehicles;  
28 e. 2011-2016 model year Hyundai Tucson vehicles; and

1 f. 2011-2016 model year Hyundai Veloster vehicles.

2 Alabama Class:

3 *All persons who purchased or leased a Class Vehicle in Alabama.*

4 California Class:

5 *All persons who purchased or leased a Class Vehicle in California.*

6 New Hampshire Class:

7 *All persons who purchased or leased a Class Vehicle in New Hampshire.*

8 Texas Class:

9 *All persons who purchased or leased a Class Vehicle in Texas.*

10 Washington Class:

11 *All persons who purchased or leased a Class Vehicle in Washington.*

12 76. Excluded from the proposed classes are Hyundai; any affiliate, parent, or  
13 subsidiary of Hyundai; any entity in which Hyundai has a controlling interest; any officer,  
14 director, or employee of Hyundai; any successor or assign of Hyundai; anyone employed  
15 by counsel in this action; any judge to whom this case is assigned, his or her spouse;  
16 members of the judge's staff; and anyone who purchased a Class Vehicle for the purpose  
17 of resale.

18 77. Members of the proposed classes are readily ascertainable because the class  
19 definitions are based upon objective criteria.

20 78. **Numerosity.** Hyundai sold many thousands of Class Vehicles, including a  
21 substantial number in California, Alabama, New Hampshire, Texas, and Washington.  
22 Members of the proposed classes likely number in the thousands and are thus too  
23 numerous to practically join in a single action. Class members may be notified of the  
24 pendency of this action by mail, supplemented by published notice (if deemed necessary  
25 or appropriate by the Court).

26 79. **Commonality and Predominance.** Common questions of law and fact exist  
27 as to all proposed members of the classes and predominate over questions affecting only  
28 individual class members. These common questions include:

- 1 a. Whether the sunroofs in Class Vehicles have a propensity to spontaneously  
2 shatter;
- 3 b. Whether Hyundai knew or should have known that its sunroofs have a  
4 propensity to spontaneously shatter, and if so, when it discovered this;
- 5 c. Whether the knowledge of this propensity would be important to a reasonable  
6 person, because, among other things, it poses an unreasonable safety hazard;
- 7 d. Whether Hyundai failed to disclose and concealed the existence of the  
8 sunroofs' propensity to spontaneously shatter from potential customers;
- 9 e. Whether Hyundai has breached its express warranty obligations;
- 10 f. Whether the Court may enter an injunction requiring Hyundai to notify  
11 owners and lessees about the sunroofs' propensity to spontaneously shatter;
- 12 g. Whether the Court may enter an injunction requiring Hyundai to cease its  
13 practice of replacing shattered panoramic sunroofs with equally defective  
14 replacement sunroofs;
- 15 h. Whether Hyundai's conduct, as alleged herein, violates the Magnuson-Moss  
16 Warranty Act, 15 U.S.C. § 2301, *et seq.*;
- 17 i. Whether Hyundai's conduct, as alleged herein, violates the consumer  
18 protection laws of Alabama, California, New Hampshire, Texas, and  
19 Washington; and
- 20 j. Whether Hyundai's conduct, as alleged herein, entitles Plaintiffs and the  
21 statewide Classes they represent to restitution under the laws of their  
22 respective states.

23 80. **Typicality.** Plaintiffs' claims are typical of the claims of the proposed  
24 classes. Plaintiffs and the members of the proposed classes all purchased or leased Class  
25 Vehicles with panoramic sunroofs that have a propensity to spontaneously shatter, giving  
26 rise to substantially the same claims. As illustrated by class member complaints, some of  
27 which have been excerpted above, each vehicle model included in the proposed class  
28 definitions has suffered from the same sunroof defect that Plaintiffs are complaining about.



1           81.     **Adequacy**. Plaintiffs are adequate representatives of the proposed classes  
2 because their interests do not conflict with the interests of the members of the classes they  
3 seek to represent. Plaintiffs have retained counsel who are competent and experienced in  
4 complex class action litigation, and will prosecute this action vigorously on class  
5 members' behalf.

6           82.     **Superiority**. A class action is superior to other available means for the fair  
7 and efficient adjudication of this dispute. The injury suffered by each class member, while  
8 meaningful on an individual basis, is not of such magnitude as to make the prosecution of  
9 individual actions against Hyundai economically feasible. Even if class members  
10 themselves could afford such individualized litigation, the court system could not. In  
11 addition to the burden and expense of managing many actions arising from the defective  
12 sunroofs, individualized litigation presents a potential for inconsistent or contradictory  
13 judgments. Individualized litigation increases the delay and expense to all parties and the  
14 court system presented by the legal and factual issues of the case. By contrast, a class  
15 action presents far fewer management difficulties and provides the benefits of single  
16 adjudication, economy of scale, and comprehensive supervision by a single court.

17           83.     In the alternative, the proposed classes may be certified because:

- 18           a.     the prosecution of separate actions by the individual members of the proposed  
19 classes would create a risk of inconsistent adjudications, which could  
20 establish incompatible standards of conduct for Hyundai;
- 21           b.     the prosecution of individual actions could result in adjudications, which as  
22 a practical matter, would be dispositive of the interests of non-party class  
23 members or which would substantially impair their ability to protect their  
24 interests; and
- 25           c.     Hyundai has acted or refused to act on grounds generally applicable to the  
26 proposed classes, thereby making appropriate final and injunctive relief with  
27 respect to the members of the proposed classes as a whole.
- 28



1 sold, and leased Class Vehicles with defective sunroofs. The details of Hyundai's efforts  
2 to conceal its above-described unlawful conduct are in its possession, custody, and control,  
3 to the exclusion of Plaintiffs and class members, and await discovery. When Plaintiffs  
4 learned about this material information, they exercised due diligence by thoroughly  
5 investigating the situation, retaining counsel, and pursuing their claims. Hyundai  
6 fraudulently concealed its above-described wrongful acts. Should such tolling be  
7 necessary, therefore, all applicable statutes of limitation are tolled under the doctrine of  
8 equitable tolling.

9 **FIRST CAUSE OF ACTION**

10 **Unlawful, Unfair, and Fraudulent Business Practices**

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

12 **(Plaintiff Roxana Fitzmaurice individually and on behalf of the proposed California**  
13 **Class)**

14 88. Plaintiff Roxana Fitzmaurice re-alleges the paragraphs above as if fully set  
15 forth herein.

16 89. Hyundai has violated and continues to violate California's Unfair  
17 Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, which prohibits unlawful,  
18 unfair, and fraudulent business acts or practices.

19 90. Hyundai's acts and practices, as alleged in this complaint, constitute  
20 unlawful, unfair, and fraudulent business practices, in violation of the Unfair Competition  
21 Law. In particular, Hyundai sold vehicles to class members even though the panoramic  
22 sunroofs installed in those vehicles are defective and pose a safety hazard, and failed to  
23 disclose its knowledge of the sunroof defect and its attendant risks at the point of sale or  
24 otherwise.

25 91. Hyundai's business acts and practices are unlawful in that they violate the  
26 Consumers Legal Remedies Act, Cal. Civil Code § 1750, *et seq.*, and the Magnuson-Moss  
27 Warranty Act, 15 U.S.C. § 2301, *et seq.*, for the reasons set forth below

28 92. Hyundai's acts and practices also constitute fraudulent practices in that they

1 are likely to deceive a reasonable consumer. As described above, Hyundai knowingly  
2 conceals and fails to disclose at the point of sale and otherwise that Class Vehicles’  
3 panoramic sunroofs have a propensity to spontaneously shatter, endangering the personal  
4 safety of drivers and passengers and requiring immediate repair. Had Hyundai disclosed  
5 this fact, Plaintiffs, class members, and reasonable consumers would not have purchased  
6 Class Vehicles or would have paid significantly less for them. Furthermore, Hyundai  
7 charges for repairs of Plaintiffs’ and class members’ panoramic sunroofs without  
8 disclosing that the problem is widespread and that the repairs do not address the root cause  
9 of the shattering.

10 93. Hyundai’s conduct also constitutes unfair business practices for at least the  
11 following reasons:

- 12 a. The gravity of harm to Plaintiff and the proposed California Class from  
13 Hyundai’s acts and practices far outweighs any legitimate utility of that  
14 conduct;
- 15 b. Hyundai’s conduct is immoral, unethical, oppressive, unscrupulous, or  
16 substantially injurious to Plaintiff and the members of the proposed  
17 California Class; and
- 18 c. Hyundai’s conduct undermines or violates the stated policies underlying the  
19 Consumers Legal Remedies Act and the Magnuson-Moss Warranty Act—to  
20 protect consumers against unfair and sharp business practices and to  
21 promote a basic level of honesty and reliability in the marketplace.

22 94. As a direct and proximate result of Hyundai’s business practices, Plaintiff  
23 and proposed class members suffered injury in fact and lost money or property, because  
24 they purchased and paid for vehicles and upgrades that they otherwise would not have, or  
25 in the alternative, would have paid less for.

26 95. Plaintiff and the proposed California Class are entitled to equitable relief,  
27 including an order directing Hyundai to disclose the existence of the defect to drivers and  
28 consumers and to provide restitution and disgorgement of all profits paid to Hyundai as a

1 result of its unfair, deceptive, and fraudulent practices, reasonable attorneys' fees and  
2 costs, and a permanent injunction enjoining such practices.

3 **SECOND CAUSE OF ACTION**

4 **Violation of the Consumers Legal Remedies Act**

5 **Cal. Civ. Code § 1750, et seq.**

6 **(Plaintiff Roxana Fitzmaurice individually and on behalf of the proposed**  
7 **California Class)**

8 96. Plaintiff Roxana Fitzmaurice re-alleges the paragraphs above as if fully set  
9 forth herein.

10 97. Hyundai is a "person" within the meaning of Civil Code §§ 1761(c) and 1770,  
11 and has provided "goods" within the meaning of Civil Code §§ 1761(b) and 1770.

12 98. Plaintiff and members of the proposed California Class are "consumers"  
13 within the meaning of Civil Code §§ 1761(d) and 1770, and have engaged in a  
14 "transaction" within the meaning of Civil Code §§ 1761(e) and 1770.

15 99. Hyundai's acts and practices, which were intended to result and which did  
16 result in the sale of Class Vehicles with defective panoramic sunroofs, violate § 1770 of  
17 the Consumers Legal Remedies Act for at least the following reasons:

- 18 a. Hyundai represents that its vehicles and panoramic sunroofs had  
19 characteristics, uses, or benefits which they do not have;
- 20 b. Hyundai advertises its goods with intent not to sell them as advertised;
- 21 c. Hyundai represents that its vehicles and panoramic sunroofs are of a  
22 particular standard, quality, or grade when they are not;
- 23 d. Hyundai represents that a transaction conferred or involved rights,  
24 remedies, or obligations which they do not; and
- 25 e. Hyundai represents that its goods have been supplied in accordance with a  
26 previous representation when they have not.

27 100. As described above, Hyundai sold vehicles to class members even though the  
28 panoramic sunroofs installed in those vehicles are defective and pose a safety hazard, and

1 failed to disclose its knowledge of the sunroof defect and its attendant risks at the point of  
2 sale or otherwise. Hyundai intended that Plaintiff and the members of the proposed class  
3 rely on this omission in deciding to purchase their vehicles and sunroofs.

4 101. Had Hyundai adequately disclosed the defect, Plaintiff, members of the  
5 proposed class, and reasonable consumers would not have purchased or would have paid  
6 less for their vehicles and sunroofs. Furthermore, Hyundai charges for repairs of  
7 Plaintiffs' and class members' panoramic sunroofs without disclosing that the problem is  
8 widespread and that the repairs do not address the root cause of the shattering.

9 102. Pursuant to the provisions of Cal. Civ. Code § 1782(a), Plaintiff Fitzmaurice  
10 sent a notice letter to Honda to provide them with the opportunity to correct their business  
11 practices.

12 103. Pursuant to California Civil Code § 1780, Plaintiff seeks an order enjoining  
13 Hyundai from the unlawful practices described above and a declaration that Hyundai's  
14 conduct violates the Consumers Legal Remedies Act, as well as actual and punitive  
15 damages and attorneys' fees and costs.

16 **THIRD CAUSE OF ACTION**

17 **Violation of Song-Beverly Consumer Warranty Act for Breach of Implied**  
18 **Warranty, Cal. Civ. Code § 1790, *et seq.***  
19 **(Plaintiff Roxana Fitzmaurice individually and on behalf of the proposed**  
20 **California Class)**

21 104. Plaintiff Roxana Fitzmaurice re-alleges the paragraphs above as if fully set  
22 forth herein.

23 105. Class Vehicles are "consumer goods" and Plaintiff Fitzmaurice and the  
24 proposed California Class are "buyers" within the meaning of Cal. Civ. Code § 1791.  
25 Hyundai is also a "manufacturer," "distributor," or "retail seller" under Cal. Civ. Code  
26 § 1791.

27 106. The implied warranty of merchantability included with the sale of each Class  
28 Vehicle means that Hyundai warranted that each Class Vehicle (a) would pass without

1 objection in trade under the contract description; (b) was fit for the ordinary purposes for  
2 which the Class Vehicle would be used; and (c) conformed to the promises or affirmations  
3 of fact made on the container or label.

4 107. The Class Vehicles would not pass without objection in the automotive trade  
5 because their panoramic sunroofs have a propensity to spontaneously shatter, which also  
6 makes them unfit for the ordinary purpose for which a Class Vehicle would be used.

7 108. The Class Vehicles are not adequately labeled because their labeling fails to  
8 disclose the sunroofs' propensity to spontaneously shatter and does not advise the  
9 members of the proposed California Class of the existence of the issue prior to  
10 experiencing failure firsthand.

11 109. Hyundai's actions have deprived Plaintiff Fitzmaurice and the members of  
12 the proposed California Class of the benefit of their bargains and have caused Class  
13 Vehicles to be worth less than what Plaintiff and other members of the proposed California  
14 Class paid.

15 110. As a direct and proximate result of Hyundai's breach of implied warranty,  
16 members of the proposed California Class received goods whose condition substantially  
17 impairs their value. Plaintiff Fitzmaurice and members of the proposed California Class  
18 have been damaged by the diminished value of their Class Vehicles.

19 111. Under Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiff Fitzmaurice and  
20 members of the proposed California Class are entitled to damages and other legal and  
21 equitable relief, including, at their election, the right to revoke acceptance of Class  
22 Vehicles or the overpayment or diminution in value of their Class Vehicles. They are also  
23 entitled to all incidental and consequential damages resulting from Hyundai's breach, as  
24 well as reasonable attorneys' fees and costs.

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1 **FOURTH CAUSE OF ACTION**

2 **Violation of State Consumer Protection Statutes**

3 **(Plaintiffs Billy Glenn, Kim Fama, Jahan Mulla, Kathy Warburton, and Corinne**  
4 **Kane, individually and on behalf of the Alabama, New Hampshire, New Jersey,**  
5 **Texas, and Washington Classes)**

6 112. Plaintiffs re-allege the paragraphs above as if fully set forth herein.

7 113. Plaintiffs Billy Glenn, Kim Fama, Jahan Mulla, Kathy Warburton, and  
8 Corinne Kane bring this claim under the consumer protection laws of the states in which  
9 the dealership or entity selling the Class Vehicles in question was located.

10 114. Plaintiffs and class members are consumers who bought or leased Class  
11 Vehicles equipped with optional panoramic sunroofs for personal, family, or household  
12 purposes.

13 115. Class Vehicles and the optional panoramic sunroofs installed in Class  
14 Vehicles are goods or merchandise, and Plaintiffs' purchases and leases of Hyundai  
15 vehicles with the optional panoramic sunroofs constitute transactions or sales. Hyundai's  
16 sale and leasing of Class Vehicles and the optional panoramic sunroofs installed in Class  
17 Vehicles through its authorized dealers occur in the regular course of Hyundai's business.

18 116. Hyundai's acts and practices, as alleged in this complaint, constitute  
19 deceptive, unfair, fraudulent, and misleading acts and practices. In particular, Hyundai  
20 sold vehicles to class members even though the panoramic sunroofs installed in those  
21 vehicles are defective and pose a safety hazard and failed to disclose its knowledge of the  
22 sunroof defect and its attendant risks at the point of sale or otherwise. Furthermore,  
23 Hyundai charges for repairs of Plaintiffs' and class members' panoramic sunroofs without  
24 disclosing that the problem is widespread and that the repairs do not address the root cause  
25 of the shattering. Hyundai thus represented that its goods, merchandise, and services had  
26 characteristics, uses, benefits, or qualities that they did not have, and that they were of a  
27 particular standard, quality, or grade when they were not.

28 117. Hyundai concealed, suppressed, or omitted material facts with the intent that



1 Plaintiffs and class members rely upon such concealment, suppression, or omission.  
2 Hyundai's acts and practices are objectively deceptive and thus likely to deceive a  
3 reasonable consumer. As described above, Hyundai knowingly conceals and fails to  
4 disclose at the point of sale and otherwise that Class Vehicles' panoramic sunroofs have a  
5 propensity to spontaneously shatter, endangering the personal safety of drivers and  
6 passengers and requiring immediate repair. Had Hyundai disclosed this fact, Plaintiffs,  
7 class members, and reasonable consumers would not have purchased Class Vehicles or  
8 would have paid significantly less for them.

9 118. Hyundai's course of conduct had an impact on the public interest because the  
10 acts were part of a generalized course of conduct affecting numerous consumers, and  
11 because the facts Hyundai has concealed involve a matter of public safety.

12 119. Hyundai's conduct, which included deception, fraud, false pretenses, and the  
13 knowing concealment, suppression, or omission of material facts, caused and resulted in  
14 injury in fact and an ascertainable loss of money or property to Plaintiffs and class  
15 members, which injury was foreseeable by Hyundai. Among other things, Plaintiffs and  
16 class members purchased vehicles equipped with panoramic sunroofs they otherwise  
17 would not have purchased and paid for unnecessary repairs of shattered sunroofs that did  
18 not address the root cause of the shattering.

19 120. Hyundai willfully and knowingly engaged in the conduct described above.

20 121. Plaintiffs, on behalf of themselves and class members, seek an order  
21 enjoining Hyundai from the unlawful business practices described herein and requiring  
22 Hyundai to notify class members that the panoramic sunroofs in their vehicles are  
23 defective and can spontaneously shatter while being driven.

24 122. Plaintiffs and the other proposed class members are entitled to legal and  
25 equitable relief against Hyundai, including damages, consequential damages, specific  
26 performance, attorneys' fees, costs of suit, and other relief as appropriate.

27 123. Alabama: Plaintiff Glenn alleges that Hyundai's practices were and are in  
28 violation of Alabama's Deceptive Trade Practices Act, Ala. Code § 8-19-1 *et seq.*



1 conferred by Plaintiffs and the proposed class members, who, without knowledge of the  
2 defect, paid a higher price for their vehicles and sunroofs than those vehicles and options  
3 were worth. Hyundai also received monies for vehicles and sunroofs that Plaintiffs and  
4 the proposed class members would not have otherwise purchased.

5 132. It would be inequitable and unjust for Hyundai to retain these wrongfully  
6 obtained profits.

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

9 134. Each Plaintiff and the proposed Class he or she represents is entitled under  
10 the laws of their respective states to restitution of the profits Hyundai unjustly obtained,  
11 plus interest.

12 **SIXTH CAUSE OF ACTION**

13 **Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.***  
14 **(Plaintiffs Billy Glenn, Roxana Fitzmaurice, Kim Fama, Kathy Warburton, and**  
15 **Corinne Kane individually and on behalf of the proposed Alabama, California,**  
16 **New Hampshire, Texas, and Washington Classes)**

17 135. Plaintiffs re-allege the paragraphs above as if fully set forth herein.

18 136. Plaintiffs and the other members of the classes are "consumers" within the  
19 meaning of 15 U.S.C. § 2301(3).

20 137. Hyundai is a "supplier" and "warrantor" within the meanings of sections  
21 2301(4)-(5).

22 138. Class Vehicles are "consumer products" within the meaning of section  
23 2301(1).

24 139. Hyundai provided a written warranty under section 2301(6) to all members  
25 of the classes under which Hyundai warranted that the Class Vehicles would be free from  
26 defects for five years or 60,000 miles, whichever occurs first.

27 140. Hyundai is required to repair or replace panoramic sunroofs that  
28 spontaneously shatter during the warranty period at no charge.

1 141. Plaintiffs and other class members own Class Vehicles that experienced  
2 sunroof shattering during the period of warranty coverage.

3 142. Hyundai breached its new vehicle limited warranty by failing to repair or  
4 replace the sunroofs at no charge in Plaintiff's and other class members' Class Vehicles.

5 143. Hyundai's breach of warranty has deprived Plaintiffs and class members of  
6 the benefit of their bargain.

7 144. The amount in controversy of the Plaintiffs' individual claims meets or  
8 exceeds the sum or value of \$25. In addition, the amount in controversy meets or exceeds  
9 the sum or value of \$50,000 (exclusive of interest and costs) computed on the basis of all  
10 claims to be determined in this suit.

11 145. Hyundai has been afforded reasonable opportunity to cure its breach of  
12 warranty. Pursuant to the provisions of 15 U.S.C. § 2310(e), Plaintiffs, on behalf of  
13 themselves and class members, have all sent notice to Hyundai's principal place of  
14 business to provide it with reasonable opportunity to correct its business practices and cure  
15 its breach of warranties under the Magnuson-Moss Warranty Act. Hyundai has not cured  
16 the breach of warranty described above and continues to deny warranty coverage when  
17 class members present their vehicles for repair after their Class Vehicles' panoramic  
18 sunroofs have spontaneously shattered.

19 146. In addition, resorting to any informal dispute settlement procedure or  
20 affording Hyundai another opportunity to cure its breach of warranty is unnecessary and  
21 futile. Any remedies available through any informal dispute settlement procedure would  
22 be inadequate under the circumstances, as Hyundai has repeatedly failed to disclose the  
23 panoramic sunroof defect or provide repairs at no cost, and, as such, has indicated no desire  
24 to participate in such a process at this time. Any requirement under the Magnuson-Moss  
25 Warranty Act or otherwise that Plaintiffs resort to any informal dispute settlement  
26 procedure or afford Hyundai a reasonable opportunity to cure the breach of warranty  
27 described above is excused and/or has been satisfied.

28 147. As a direct and proximate cause of Hyundai's warranty breach, Plaintiffs and

1 the Alabama, California, New Hampshire, Texas, and Washington Classes sustained  
2 damages and other losses in an amount to be determined at trial. Hyundai's conduct  
3 damaged Plaintiff and the other members of the class, who are entitled to recover damages,  
4 specific performance, costs, attorneys' fees, and other appropriate relief.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs request that the Court enter a judgment awarding the  
7 following relief:

- 8 a. An order certifying the proposed Alabama, California, New Hampshire, New  
9 Jersey, Texas, and Washington Classes, and appointing Plaintiffs' counsel to  
10 represent the classes;
- 11 b. An order awarding Plaintiffs and class members their actual damages,  
12 punitive damages, and/or any other form of monetary relief provided by law;
- 13 c. An order awarding Plaintiffs and the classes restitution, disgorgement, or  
14 other equitable relief as the Court deems proper;
- 15 d. An order requiring Hyundai to adequately disclose and repair the defect  
16 panoramic sunroofs;
- 17 e. An order awarding Plaintiffs and the classes pre-judgment and post-judgment  
18 interest as allowed under the law;
- 19 f. An order awarding Plaintiffs and the classes reasonable attorneys' fees and  
20 costs of suit, including expert witness fees; and
- 21 g. An order awarding such other and further relief as this Court may deem just  
22 and proper.

23 **JURY DEMAND**

24 Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs demand a trial by jury for all issues  
25 so triable under the law.  
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27  
28

1 DATED: August 8, 2016

Respectfully submitted,

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