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19 *Attorneys for Plaintiffs*

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

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

27 Plaintiffs,

28 v.

HYUNDAI MOTOR AMERICA and  
HYUNDAI MOTOR COMPANY,

Defendants.

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

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

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

4 **SUMMARY OF CASE**

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

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

19 3. Hyundai has known about the problem since at least mid-2012, when its  
20 customers began reporting that their sunroofs had spontaneously shattered and the NHTSA  
21 initiated an investigation. Then in December 2012, the Korea Automobile Testing &  
22 Research Institute (“KATRI”), which is the South Korean government’s automotive safety  
23 and testing arm, launched an investigation into shattering panoramic sunroofs of numerous  
24 automotive manufacturers including Hyundai. Throughout KATRI’s investigation,  
25 Hyundai and other manufacturers were kept apprised and KATRI ultimately concluded  
26 that the panoramic sunroofs were prone to spontaneous shattering, at least in part due to  
27 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, as well as breaching the company's warranty obligations. On behalf of the class  
11 they propose to represent, Plaintiffs seek awards of damages and appropriate equitable  
12 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. Defendant Hyundai Motor America ("HMA") is a California corporation with  
23 its headquarters and principal place of business at 10550 Talbert Avenue, Fountain Valley,  
24 California 92708. HMA is the U.S. sales, marketing, and distribution subsidiary of its  
25 Korean parent company, Hyundai Motor Company. HMA is responsible for importing,  
26 marketing, advertising, distributing, selling, leasing, warranting, and servicing Hyundai  
27 vehicles in the United States.

28

1 11. Defendant Hyundai Motor Company (“HMC”) is a corporation organized and  
2 existing under the laws of the Republic of Korea and has its principal place of business in  
3 Seoul, South Korea.

4 **JURISDICTION AND VENUE**

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

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

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

18 **SUBSTANTIVE ALLEGATIONS**

19 **The Defective Hyundai Panoramic Sunroofs**

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

25 16. Panoramic sunroofs are a relatively new alternative to traditional sunroofs—  
26 they are both wider and longer, covering most of the vehicle’s roof. Hyundai markets the  
27 panoramic sunroofs as a luxury upgrade, since the sunroofs provide extra light and an  
28 “open air” feeling while driving, and charges its customers several thousand dollars for

1 the upgrade. The actual material cost of the panoramic sunroofs is fairly low, making the  
2 option one of the more profitable features in the automotive industry.

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



20 18. Hyundai makes its panoramic sunroofs out of tempered glass, also known as  
21 toughened glass. In the automotive industry, tempered or toughened glass is generally  
22 made by shaping and cutting a piece of annealed glass that is then heated and rapidly  
23 cooled. This tempering process creates an outer layer of compression that is shrink-  
24 wrapped around the middle of the glass, which is constantly pressing outwards, making  
25

26  
27  
28 <sup>1</sup> <https://www.hyundaiusa.com/santa-fe-sport/gallery.aspx>.

1 the final product stronger than non-tempered glass. If the outer layer is compromised,  
2 however, the entire piece of glass shatters explosively.

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

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

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

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

26 23. In Class Vehicles, the glass used in production cannot withstand the pressures  
27 and flexing that the sunroof frame and vehicle demand. The consequence is that under  
28

1 ordinary driving conditions, the glass spontaneously shatters as seen on the following  
2 picture of Plaintiff Billy Glenn's 2014 Hyundai Santa Fe Sport:



18  
19 **Consumer Complaints Reveal the Magnitude of the Defect**

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

26 2013 Hyundai Elantra: While driving on I80 in Indiana I heard a loud noise  
27 in the roof area, so I slid the cover on the sunroof open and found the glass  
28 spiderweb. By the time I pulled over the glass was totally shattered. At the

1 time of the incident there were no trucks near me nor was I near an  
2 overpass.

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

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

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

12  
13 2013 Hyundai Santa Fe: While driving home from vacation, 600 miles into  
14 the drive and 200 miles from home, I hear a loud bang. I look up to find that  
15 the sunroof of my car has exploded. Nothing hit the car and no debris at the  
16 instant of the explosion fell into the car. It seemed to have exploded  
17 outward but there was no evidence of what caused the explosion. Small  
18 shards of glass from around the edge of the gaping hole began to fall into  
19 the car, though the majority of the glass had flown out because I was going  
20 65mph. I pulled over, patched the sunroof with duct tape and trash bags and  
21 continued to drive home. I will take the car to the dealership tomorrow to  
22 get it fixed. After a quick google search, I turned up that Hyundai is  
23 recalling other cars because of this problem. My car has a  
24 panoramic sunroof, just like the Velosters. NHTSA, please broaden your  
25 investigation of Hyundais' sunroofs to include Santa Fe Sports too!!

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

26  
27 2013 Hyundai Santa Fe: I was driving down the freeway, at about 65 miles  
28 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.

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



1        2013 Hyundai Elantra: Driving on the loop 101 and heard a loud noise inside  
2        the car almost like a gunshot, pulled over and noticed that the sunroof had  
3        shattered into tiny pieces, it was not extremely cold and I have only had this  
4        vehicle for 2 weeks.

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

5        2015 Hyundai Tucson: While driving on a highway the sunroof on my 3  
6        week old car suddenly imploded at random. It was not hit by any objects or  
7        debris. The panoramic roof was closed at the time but the screen underneath  
8        was open so that you could see through the window. The glass was scattered  
9        throughout the front and back seats as well as found on top of the back portion  
10       of the roof. No injuries resulted but an extremely dangerous defect that should  
11       be addressed immediately.

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

12       2012 Hyundai Sonata: I was driving down the interstate going around 60-  
13       65mph. I heard a loud boom that sounded like a gunshot, as soon as I had a  
14       safe moment to pull over I then realized it was my sunroof that has busted. I  
15       then was able to step out of my car and realized my sunroof had busted from  
16       the inside out. I am very thankful that I was able to stay calm, cool, and  
17       collective. I couldn't imagine if the pull of my sunroof from inside the call  
18       had been opened. It would have defiantly caused a hazard not only to myself  
19       but to other passengers and drivers on the highway.

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

20       2013 Hyundai Veloster: I was driving, doing approx 50 miles per hour when  
21       I heard a pop and then it started to rain glass from my panoramic sunroof that  
22       was shattering all over me. I had glass in my hair, cuts on my forehead and I  
23       have a huge lump on the top of my head from where I was hit in the head  
24       with a bigger piece of glass. Went to the hospital to make sure I didn't have  
25       a concussion, which I do not, however, I am very sore from my neck up to  
26       the top of my head. Brought the car to the Hyundai dealer and the service  
27       adviser acted surprised that this had happened and said to contact my  
28       insurance company to file a complaint since he stated it couldn't have  
29       happened on its own, that something had to have hit it. How sad it is to come  
30       home to see that the 2012 model of my car experienced the same challenge  
31       and was under recall and now I am seeing that several other 2013 owners are  
32       experiencing the same issue with their sunroof as I am.

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

1        2013 Hyundai Santa Fe: I was driving about 45 mph on an open road, little  
2        to no traffic. The sunroof in my Santa Fe spontaneously exploded. We heard  
3        a very loud bang. A large piece of glass flew up and out of my car. Several  
4        small pieces of glass fell into the car, on me and my 9 year old daughter (who  
5        was in the backseat/driver side). The falling glass ranged from slivers to pea  
6        sized to larger than 2 inches. The glass continued to fall into the car. I closed  
7        the sunshade on the sunroof to try to keep the rest of the falling glass off of  
8        us. I was only about 1/2 mile from home. I drove home and parked in my  
9        garage. The panoramic sunroof has 2 pieces of glass. The entire front panel  
10       was shattered, and had a large hole just to the right of center. This was after  
11       6pm. I called the Hyundai dealership first thing the next morning. The service  
12       person I spoke to stated this was the 2nd exploding sunroof they have seen  
13       this month. I had the car towed to the dealership. When we got to the  
14       dealership the rest of the sunroof had shattered and fallen into the car. The car  
15       was filled with glass. I had 2 small glass slivers in my hand that I easily  
16       removed. I have a small glass sliver in my chin still. My daughter has a few  
17       small scratches on her stomach (she was wearing a cropped sports top).  
18       (NHTSA ID Number: 10693694, Date Complaint Filed: 03/11/2015)

19        2013 Hyundai Sonata: I was on my way into work driving down the  
20        highway and out of no where a hear this very loud explosion like a gun  
21        going off and thought someone had shot me. I then felt things falling on my  
22        head and lap, so I pulled over to the shoulder of the highway and turned the  
23        inside light on and saw shattered glass and then looked up and my sunroof  
24        was gone. I drove to the dealership and got out of my car and I could see  
25        with the glass remaining on the back part of the sunroof that the piece of  
26        glass was going outward, just like if something blew up. This could have  
27        caused me to be injured or have a accident. Please look into this matter  
28        before someone really gets hurt.  
29        (NHTSA ID Number: 10695054, Date Complaint Filed: 03/18/2015)

30        2013 Hyundai Tucson: Hyundai panoramic sunroof exploded Father's Day  
31        2015, we were traveling westbound on Hwy 70 from Little Rock to Hot  
32        Springs AR around 10:45 am. It was not excessively hot, and it was a bit  
33        overcast. There was no noise alerting us to the impending explosion. And  
34        that explosion sounded just like a gunshot at very close range. Thankfully,  
35        we had the shade closed when the forward portion of the sunroof literally  
36        blew up, sending a thousand glass shards thru the air, onto the shade, and  
37        bounding off the top and rear of the car...we were able to pull over and  
38        remove much of the glass shards, but the glass still clinging to the frame of

1 the sunroof was curved upward, like to had literally blown "up"....I went  
2 online and saw many pictures and stories of this same thing happening to  
3 others, throughout the country. The safety ramifications seem more than  
4 enough to warrant some sort of investigation and action by the Hyundai  
5 company.

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

6 2014 Hyundai Santa Fe: I was driving down the highway at approximately  
7 75 miles per hour on a sunny day, and I suddenly heard this huge "pop" like  
8 someone had just shot my window out with a gun. At first I thought I blew  
9 out a tire but got out and checked and there was no damage there. I kept  
10 hearing wind whooshing through the cabin of my car, and finally I opened  
11 up the fabric cover of my sunroof and my sunroof was completely blown  
12 out! There were no trucks with rocks or any other means by which this  
13 sunroof could have shattered like that. It just plain blew out on its own. I got  
14 home and checked on my computer and sure enough, there were numerous  
15 complaints about Hyundais that had defective sunroofs that just blew out for  
16 no reason.

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

15 2013 Hyundai Veloster: I was driving 70mph in the high-speed lane on I-40  
16 eastbound on 7/7/15 at 7:10pm when my sunroof exploded without warning.  
17 There were no cars in front of me. My sunroof was closed, and the windows  
18 were closed. The weather was sunny and ~90 degrees. The explosion came  
19 as a sudden thunderous boom causing shards of glass to fall into my vehicle  
20 onto my head and down my back, causing only a few minor cuts. I was so  
21 alarmed as the sunroof exploded that I swerved onto the berm of the highway.  
22 I noticed that the vehicles behind me also swerved causing near accidents, as  
23 I suspect shards of glass also flew backward at their vehicle after the  
24 explosion. I put on my flashers and pulled my vehicle to the right berm of the  
25 highway to calm myself. The other cars did not stop. Since the vehicle was  
26 still in driving condition, I drove the vehicle home slowly with my emergency  
27 flashers on and called my insurance company. There are currently no recalls  
28 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  
recall these sunroofs considering how this could have easily caused severe  
injury and/or death at such high speeds.

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

2 2015 Hyundai Veloster: I was driving the 2015 Veloster Turbo on a straight  
3 portion of the freeway between 65 and 70 miles per hour with the sunroof open.  
4 The sunroof shattered unexpectedly, and glass flew both into the car, and out  
5 behind the car. The glass landed on my arms, head, lap, and went down my back  
6 as well. I swerved to the right as a reflex to being startled, and then overcorrected  
7 and went left past my lane. I did not hit any cars, however. Glass kept falling on to  
8 the freeway, into the car, and on my head for a few more minutes as I made my  
9 way to the dealership service department. Once at the dealership, I inspected the  
10 damage and found that the glass shards had made many cuts into the paint toward  
11 the back half of the car. The dealership later had me circle these scratched with a  
12 wax pen. Initially, I was going to be charged a diagnostic fee, but when I  
13 mentioned that this had been an issue for previous year models, another service  
14 consultant jumped in and told me it would all be taken care of under warranty.  
15 (NHTSA ID Number: 10808854, Date Complaint Filed: 12/05/2015)

16 2016 Hyundai Santa Fe Sport: The panoramic sunroof spontaneously  
17 shattered while driving at night on the highway at about 70mph - the sound  
18 was like a gunshot inside the car - this is a Santa Fe Sport 2016 model that I  
19 bought on July 5 2015.  
20 (NHTSA ID Number: 10809600, Date Complaint Filed: 12/11/2015)

### 21 Hyundai's Knowledge of the Defect

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

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

28 27. On December 6, 2012, Hyundai notified NHTSA that it would conduct a safety  
recall. In reporting the defect, Hyundai posited that the Veloster panoramic sunroof  
assembly may have been weakened during installation at the factory. If the assembly was  
weakened at the factory, according to Hyundai, the panoramic glass panel may break while  
the vehicle is in motion, leading to personal injury or a vehicle crash.

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

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

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

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

26 32. Hyundai also uses a variety of means to determine how its vehicles are  
27 performing in the days, weeks, and months after they are sold. Hyundai collects  
28 information from drivers and dealerships, through, among other things, complaints,

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

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

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

22 34. As NHTSA, KATRI, and various manufacturers have acknowledged, the  
23 sudden and spontaneous shattering of a sunroof endangers drivers, passengers, and others  
24 on the road. Panoramic sunroofs, which are intended to last the life of the vehicle, are also  
25 often an expensive upgrade costing thousands of dollars. The repair of a shattered  
26 panoramic sunroof also typically costs over one thousand dollars and can be an elaborate  
27 procedure, often requiring that drivers give up their vehicles for a week or more. A  
28 reasonable person considering whether to purchase or lease a Class Vehicle who learned

1 about the propensity of the panoramic sunroofs to shatter would find these costs material,  
2 and would opt against paying the thousands of dollars for such an upgrade or simply forego  
3 purchasing the vehicle altogether.

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

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

20 37. Like NHTSA, KATRI recognized the danger posed by shattering panoramic  
21 sunroofs. KATRI concluded that the sudden shattering may cause “abrasions due to  
22 shattered glass” and also cause the “risk of secondary accidents.”  
23  
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 **Hyundai Breached its Warranty Obligations**

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

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

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

24 41. Instead of honoring its warranty obligations, however, Hyundai has employed  
25 a concerted practice to avoid paying for sunroof replacements. Even though it knows that  
26 its panoramic sunroofs are prone to spontaneous shattering, Hyundai has consistently told  
27 drivers that their sunroofs have performed properly and denies warranty coverage.  
28 Hyundai’s dealers also instruct customers that their sunroof failures will not be covered



1 under warranty. Instead, when customers call to complain, Hyundai denies that sunroof  
2 failures are the result of a systemic defect.

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

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

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

17 44. As Hyundai knows, the problem is not reasonably discoverable by consumers  
18 unless they experience the shattering first hand, and thus, are exposed to the attendant  
19 safety risks.

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

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

1 Hyundai's authorized dealerships—that the vehicles' sunroofs are prone to spontaneously  
2 shatter.

3 **PLAINTIFFS' EXPERIENCES**

4 **Billy Glenn**

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

11 48. Mr. Glenn contacted Eastern Shore Hyundai the next day, and contacted  
12 HMA on February 6, 2015. Both the dealership and HMA refused to cover the costs of  
13 repair. Mr. Glenn filed a claim with his insurance company, which required him to pay a  
14 \$100 deductible in connection with the sunroof repair and replacement.

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

22 50. Had Hyundai adequately disclosed the panoramic sunroof defect, Mr. Glenn  
23 would not have purchased his vehicle, or he would have paid substantially less for it. His  
24 vehicle remains within the scope of Hyundai's new vehicle limited warranty.

25 **Kathy Warburton**

26 51. Plaintiff Kathy Warburton purchased a new 2014 Hyundai Santa Fe in  
27 September 2014 from Garlyn Shelton Hyundai, now called Brazos Valley Hyundai, an  
28 authorized Hyundai dealership located in Bryan, Texas. Ms. Warburton's vehicle was

1 equipped with a factory-installed panoramic sunroof. Ms. Warburton researched the 2014  
2 Hyundai Santa Fe before her purchase, including through reading the Consumer Reports  
3 review of the vehicle and viewing Hyundai's website, and by asking questions of  
4 dealership personnel before buying the vehicle.

5 52. In December 2015, when the vehicle had approximately 33,000 miles on the  
6 odometer, Ms. Warburton was driving with her daughter when she heard a loud sound and  
7 the panoramic sunroof shattered, covering her and her daughter with glass. The sunroof  
8 shattered without warning and without any indication that an object had made contact with  
9 it beforehand.

10 53. Ms. Warburton contacted HMA, who refused to cover the costs of the repair.  
11 Ms. Warburton filed a claim with her insurance company, which required her to pay a  
12 \$1,000 deductible in connection with the sunroof repair. Ms. Warburton also incurred  
13 rental car costs of \$296 for a period of three weeks while her vehicle was being repaired,  
14 which have not been reimbursed by Hyundai.

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

19 **Kim Fama**

20 55. Plaintiff Kim Fama purchased a new 2013 Hyundai Elantra GT in October  
21 2013 from Salem Ford Hyundai, an authorized Hyundai dealership located in Salem, New  
22 Hampshire. Ms. Fama's vehicle was equipped with a factory-installed panoramic sunroof.  
23 Ms. Fama researched the vehicle before her purchase, including by speaking with  
24 dealership personnel.

25 56. In July 2015, when the vehicle had approximately 17,000 miles on the  
26 odometer, Ms. Fama was driving when she heard a loud sound and the panoramic sunroof  
27 spontaneously shattered. She felt the sensation of air rushing into the vehicle and glass  
28 fell onto the front seats. The sunroof shattered without warning and with no indication

1 that an object had made contact with it beforehand.

2 57. Ms. Fama contacted HMA and Salem Ford Hyundai, who refused to cover  
3 the cost of the repair. She was without her vehicle for three weeks while parts were  
4 ordered and installed.

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

8 **Corinne Kane**

9 59. Plaintiff Corinne Kane purchased a 2011 Hyundai Tucson in November 2011  
10 through a vehicle broker based in California. Ms. Kane's vehicle was equipped with a  
11 factory-installed panoramic sunroof. Ms. Kane researched the vehicle prior to her  
12 purchase, including by viewing Hyundai's website, looking at safety ratings, and speaking  
13 with personnel at a local Hyundai dealership.

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

19 61. Ms. Kane contacted HMA, who had the vehicle towed to Vancouver  
20 Hyundai. But HMA as well as the dealership refused to cover the cost of the repair. Ms.  
21 Kane instead filed a claim with her insurance company, which required her to pay a \$500  
22 deductible in connection with the sunroof repair. Ms. Kane also incurred rental car costs  
23 while her vehicle was being repaired, which have not been reimbursed by Hyundai. Ms.  
24 Kane subsequently sold her 2011 Hyundai Tucson because she felt unsafe driving it.

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

27 **CLASS ACTION ALLEGATIONS**

28 63. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring

1 this action on behalf of themselves and the following proposed nationwide class, within  
2 which the term “Class Vehicle” is defined to include all of the models below that are  
3 equipped with factory-installed panoramic sunroofs:

- 4 a. 2013-2016 model year Hyundai Santa Fe Sport vehicles;
- 5 b. 2013-2016 model year Hyundai Santa Fe vehicles;
- 6 c. 2013-2016 model year Hyundai Elantra GT vehicles;
- 7 d. 2011-2016 model year Hyundai Sonata vehicles;
- 8 e. 2011-2016 model year Hyundai Tucson vehicles;
- 9 f. 2011-2016 model year Hyundai Veloster vehicles;

10 Nationwide Class:

11 *All persons who purchased or leased a Class Vehicle in the United States.*

12 64. In the alternative, Plaintiffs seek to represent state classes defined as follows:

13 Alabama Class:

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

15 New Hampshire Class:

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

17 Texas Class:

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

19 Washington Class:

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

21 65. Excluded from the proposed class(es) is Hyundai; any affiliate, parent, or  
22 subsidiary of Hyundai; any entity in which Hyundai has a controlling interest; any officer,  
23 director, or employee of Hyundai; any successor or assign of Hyundai; anyone employed  
24 by counsel in this action; any judge to whom this case is assigned, his or her spouse;  
25 members of the judge’s staff; and anyone who purchased a Class Vehicle for the purpose  
26 of resale.

27 66. Members of the proposed class(es) are readily ascertainable because the class  
28 definition is based upon objective criteria.

1           67.     **Numerosity**. Hyundai sold many thousands of Class Vehicles, including a  
2 substantial number in California, Alabama, New Hampshire, Texas, and Washington.  
3 Members of the proposed class(es) likely number in the thousands and are thus too  
4 numerous to practically join in a single action. Class members may be notified of the  
5 pendency of this action by mail, supplemented by published notice (if deemed necessary  
6 or appropriate by the Court).

7           68.     **Commonality and Predominance**. Common questions of law and fact exist  
8 as to all proposed class members and predominate over questions affecting only individual  
9 class members. These common questions include:

- 10           a.     Whether the sunroofs in Class Vehicles have a propensity to spontaneously  
11                 shatter;
  - 12           b.     Whether Hyundai knew or should have known that its sunroofs have a  
13                 propensity to spontaneously shatter, and if so, when it discovered this;
  - 14           c.     Whether the knowledge of this propensity would be important to a reasonable  
15                 person, because, among other things, it poses an unreasonable safety hazard;
  - 16           d.     Whether Hyundai failed to disclose and concealed the existence of the  
17                 sunroofs' propensity to spontaneously shatter from potential customers;
  - 18           e.     Whether Hyundai has breached its express warranty obligations;
  - 19           f.     Whether the Court may enter an injunction requiring Hyundai to notify  
20                 owners and lessees about the sunroofs' propensity to spontaneously shatter;
  - 21           g.     Whether the Court may enter an injunction requiring Hyundai to cease its  
22                 practice of replacing shattered panoramic sunroofs with equally defective  
23                 replacement sunroofs;
  - 24           h.     Whether Hyundai's conduct, as alleged herein, violates the Magnuson-Moss  
25                 Warranty Act, 15 U.S.C. § 2301, *et seq.*
  - 26           i.     Whether Hyundai's conduct, as alleged herein, violates Cal. Bus. & Prof.  
27                 Code § 17200, *et seq.*; and
- 28

1 j. Whether Hyundai's conduct, as alleged herein, violates Cal. Civ. Code §  
2 1750, *et seq.*

3 69. **Typicality**. Plaintiffs' claims are typical of the claims of the proposed  
4 class(es). Plaintiffs and the members of the proposed classes all purchased or leased Class  
5 Vehicles with panoramic sunroofs that have a propensity to spontaneously shatter, giving  
6 rise to substantially the same claims. As illustrated by class member complaints, some of  
7 which have been excerpted above, each vehicle model included in the proposed class  
8 definition has suffered from the same sunroof defect that Plaintiffs are complaining about.

9 70. **Adequacy**. Plaintiffs are adequate representatives of the proposed classes  
10 because their interests do not conflict with the interests of the members of the classes they  
11 seek to represent. Plaintiffs have retained counsel who are competent and experienced in  
12 complex class action litigation, and will prosecute this action vigorously on class  
13 members' behalf.

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

25 72. In the alternative, the proposed class(es) may be certified because:

26 a. the prosecution of separate actions by the individual members of the proposed  
27 class(es) would create a risk of inconsistent adjudications, which could  
28 establish incompatible standards of conduct for Hyundai;

1 b. the prosecution of individual actions could result in adjudications, which as  
2 a practical matter, would be dispositive of the interests of non-party class  
3 members or which would substantially impair their ability to protect their  
4 interests; and

5 c. Hyundai has acted or refused to act on grounds generally applicable to the  
6 proposed class(es), thereby making appropriate final and injunctive relief  
7 with respect to the members of the proposed class(es) as a whole.

8 **CHOICE OF LAW ALLEGATIONS**

9 73. The State of California has sufficient contacts to the conduct alleged herein  
10 such that California law may be uniformly applied to the claims of the proposed  
11 Nationwide Class.

12 74. Hyundai does substantial business in California, where it maintains over 50  
13 authorized dealerships; Hyundai's U.S. headquarters are located in California; and a  
14 significant portion of the proposed Nationwide Class is located in California.

15 75. In addition, the conduct that forms the basis for each and every class  
16 member's claims against Hyundai emanated from Hyundai's U.S. headquarters in  
17 Fountain Valley, California, where, among other things, Hyundai receives customer  
18 complaints, plans its communications with U.S. customers, plans its communications with  
19 authorized U.S. dealerships, analyzes U.S. warranty data, and develops U.S. warranty  
20 policy. The decision not to inform consumers or authorized dealerships of the sunroof  
21 defect was made in California, as was the decision to systematically deny warranty  
22 coverage for repairs that were necessitated by the sunroof defect.

23 76. The State of California also has the greatest interest in applying its law to  
24 class members' claims. Its governmental interests include not only an interest in  
25 compensating resident consumers under its consumer protection laws, but also what the  
26 State has characterized as a "compelling" interest in using its laws to regulate a resident  
27 corporation and preserve a business climate free of fraud and deceptive practices.  
28 *Diamond Multimedia Sys. v. Sup. Ct.*, 19 Cal. 4th 1036, 1064 (1999).



1 77. If other states' laws were applied to class members' claims, California's  
2 interest in discouraging resident corporations from engaging in the sort of unfair and  
3 deceptive practices alleged in this complaint would be significantly impaired. California  
4 could not effectively regulate a company like Hyundai, who does business throughout the  
5 United States, if it can only ensure that consumers from one of the fifty states affected by  
6 conduct that runs afoul of its laws are compensated.

7 **TOLLING OF STATUTES OF LIMITATIONS**

8 78. **Discovery Rule.** Plaintiffs' and class members' claims accrued upon  
9 discovery that the panoramic sunroofs installed in their Class Vehicles were prone to  
10 spontaneously shattering. While Hyundai knew, and concealed, the fact that the sunroofs  
11 installed in the Class Vehicles have a defect that causes spontaneous shattering, Plaintiffs  
12 and class members could not and did not discover this fact through reasonable diligent  
13 investigation until after they experienced such spontaneous shattering and learned that the  
14 problem was not isolated to their vehicle.

15 79. **Active Concealment Tolling.** Any statutes of limitations are tolled by  
16 Hyundai's knowing and active concealment of the fact that the panoramic sunroofs  
17 installed in the Class Vehicles suffered from an inherent defect. Hyundai kept Plaintiffs  
18 and all class members ignorant of vital information essential to the pursuit of their claim,  
19 without any fault or lack of diligence on the part of Plaintiffs. The details of Hyundai's  
20 efforts to conceal its above-described unlawful conduct are in its possession, custody, and  
21 control, to the exclusion of Plaintiffs and class members, and await discovery. Plaintiffs  
22 could not reasonably have discovered the fact that the sunroofs installed in their Class  
23 Vehicle were defective and that such sunroofs spontaneously shatter.

24 80. **Estoppel.** Hyundai was and is under a continuous duty to disclose to  
25 Plaintiffs and all class members the true character, quality, and nature of the panoramic  
26 sunroofs installed in the Class Vehicles. At all relevant times, and continuing to this day,  
27 Hyundai knowingly, affirmatively, and actively concealed the true character, quality, and  
28 nature of the panoramic sunroofs installed in the Class Vehicles. The details of Hyundai's

1 efforts to conceal its above-described unlawful conduct are in its possession, custody, and  
2 control, to the exclusion of Plaintiffs and class members, and await discovery. Plaintiffs  
3 reasonably relied upon Hyundai's active concealment. Based on the foregoing, Hyundai  
4 is estopped from relying upon any statutes of limitation in defense of this action.

5 81. **Equitable Tolling.** Hyundai took active steps to conceal the fact that it  
6 wrongfully, improperly, illegally, and repeatedly manufactured, marketed, distributed,  
7 sold, and leased Class Vehicles with defective sunroofs. The details of Hyundai's efforts  
8 to conceal its above-described unlawful conduct are in its possession, custody, and control,  
9 to the exclusion of Plaintiffs and class members, and await discovery. When Plaintiffs  
10 learned about this material information, they exercised due diligence by thoroughly  
11 investigating the situation, retaining counsel, and pursuing their claims. Hyundai  
12 fraudulently concealed its above-described wrongful acts. Should such tolling be  
13 necessary, therefore, all applicable statutes of limitation are tolled under the doctrine of  
14 equitable tolling.

15 **FIRST CAUSE OF ACTION**

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

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

18 **(Each Plaintiff individually and on behalf of the proposed Nationwide Class)**

19 82. Plaintiffs re-allege the paragraphs above as if fully set forth herein.

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

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

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

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

14 87. Hyundai's conduct also constitutes unfair business practices for at least the  
15 following reasons:

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

25 88. As a direct and proximate result of Hyundai's business practices, Plaintiffs  
26 and the proposed class members suffered injury in fact and lost money or property,  
27 because they purchased and paid for vehicles and upgrades that they otherwise would not  
28 have, or in the alternative, would have paid less for.

1 89. Plaintiffs and the proposed Nationwide Class members are entitled to  
2 equitable relief, including an order directing Hyundai to disclose the existence of the defect  
3 to drivers and consumers and to provide restitution and disgorgement of all profits paid to  
4 Hyundai as a result of its unfair, deceptive, and fraudulent practices, reasonable attorneys'  
5 fees and costs, and a permanent injunction enjoining such practices.

6 **SECOND CAUSE OF ACTION**

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

8 **Cal. Civ. Code § 1750, *et seq.***

9 **(Plaintiff Billy Glenn individually and on behalf of the proposed Nationwide Class)**

10 90. Plaintiff re-alleges the paragraphs above as if fully set forth herein.

11 91. Hyundai is a “person” within the meaning of Civil Code §§ 1761(c) and 1770,  
12 and has provided “goods” within the meaning of Civil Code §§ 1761(b) and 1770.

13 92. Plaintiff and members of the proposed Nationwide Class are “consumers”  
14 within the meaning of Civil Code §§ 1761(d) and 1770, and have engaged in a  
15 “transaction” within the meaning of Civil Code §§ 1761(e) and 1770.

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

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

28 94. As described above, Hyundai sold vehicles to class members even though the

1 panoramic sunroofs installed in those vehicles are defective and pose a safety hazard, and  
2 failed to disclose its knowledge of the sunroof defect and its attendant risks at the point of  
3 sale or otherwise. Hyundai intended that Plaintiff and the members of the proposed class  
4 rely on this omission in deciding to purchase their vehicles and sunroofs.

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

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

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

17 **THIRD CAUSE OF ACTION**

18 **Violation of State Consumer Protection Statutes**

19 **(Each Plaintiff individually and on behalf of the statewide classes)**

20 98. Plaintiffs re-allege the paragraphs above as if fully set forth herein.

21 99. In the event California law does not apply to the claims of all Plaintiffs and  
22 class members, Plaintiffs bring this claim in the alternative under the consumer protection  
23 laws of the states in which the dealership or entity selling the Class Vehicles in question  
24 was located.

25 100. Plaintiffs and class members are consumers who bought or leased Class  
26 Vehicles equipped with optional panoramic sunroofs for personal, family, or household  
27 purposes.

28 101. Class Vehicles and the optional panoramic sunroofs installed in Class

1 Vehicles are goods or merchandise, and Plaintiffs' purchases and leases of Hyundai  
2 vehicles with the optional panoramic sunroofs constitute transactions. Hyundai's sale and  
3 leasing of Class Vehicles and the optional panoramic sunroofs installed in Class Vehicles  
4 through its authorized dealers occur in the regular course of Hyundai's business.

5 102. Hyundai's acts and practices, as alleged in this complaint, constitute  
6 deceptive, unfair, fraudulent, and misleading acts and practices. In particular, Hyundai  
7 sold vehicles to class members even though the panoramic sunroofs installed in those  
8 vehicles are defective and pose a safety hazard and failed to disclose its knowledge of the  
9 sunroof defect and its attendant risks at the point of sale or otherwise. Furthermore,  
10 Hyundai charges for repairs of Plaintiffs' and class members' panoramic sunroofs without  
11 disclosing that the problem is widespread and that the repairs do not address the root cause  
12 of the shattering. Hyundai thus represented that its goods, merchandise, and services had  
13 characteristics, uses, benefits, or qualities that they did not have, and that they were of a  
14 particular standard, quality, or grade when they were not.

15 103. Hyundai concealed, suppressed, or omitted material facts with the intent that  
16 Plaintiffs and class members rely upon such concealment, suppression, or omission.  
17 Hyundai's acts and practices are objectively deceptive and thus likely to deceive a  
18 reasonable consumer. As described above, Hyundai knowingly conceals and fails to  
19 disclose at the point of sale and otherwise that Class Vehicles' panoramic sunroofs have a  
20 propensity to spontaneously shatter, endangering the personal safety of drivers and  
21 passengers and requiring immediate repair. Had Hyundai disclosed this fact, Plaintiffs,  
22 class members, and reasonable consumers would not have purchased Class Vehicles or  
23 would have paid significantly less for them.

24 104. Hyundai's course of conduct had an impact on the public interest because the  
25 acts were part of a generalized course of conduct affecting numerous consumers, and  
26 because the facts Hyundai has concealed involve a matter of public safety.

27 105. Hyundai's conduct, which included deception, fraud, false pretenses, and the  
28 knowing concealment, suppression, or omission of material facts, caused and resulted in

1 injury in fact and an ascertainable loss of money or property to Plaintiffs and class  
2 members, which injury was foreseeable by Hyundai. Among other things, Plaintiffs and  
3 class members purchased vehicles equipped with panoramic sunroofs they otherwise  
4 would not have purchased and paid for unnecessary repairs of shattered sunroofs that did  
5 not address the root cause of the shattering.

6 106. Hyundai willfully and knowingly engaged in the conduct described above.

7 107. Plaintiffs, on behalf of themselves and class members, seek an order  
8 enjoining Hyundai from the unlawful practices described herein and requiring Hyundai to  
9 notify class members that the panoramic sunroofs in their vehicles are defective and can  
10 spontaneously shatter while being driven.

11 108. Plaintiffs and the other proposed class members are entitled to legal and  
12 equitable relief against Hyundai, including damages, consequential damages, specific  
13 performance, attorneys' fees, costs of suit, and other relief as appropriate.

14 109. Alabama: Hyundai's practices, as alleged, were and are in violation of  
15 Alabama's Deceptive Trade Practices Act, Ala. Code § 8-19-1 *et seq.*

16 110. New Hampshire: Hyundai's practices, as alleged, were and are in violation  
17 of the New Hampshire Consumer Protection Act, N.H. Rev. Stat. § 358-A:1 *et seq.*

18 111. Texas: Hyundai's practices, as alleged, were and are in violation of Texas's  
19 Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. & Com. Code § 17.41, *et*  
20 *seq.*

21 112. Washington: Hyundai's practices, as alleged, were and are in violation of the  
22 Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010, *et seq.*

23 **FOURTH CAUSE OF ACTION**

24 **Unjust Enrichment**

25 **(Each Plaintiff individually and on behalf of the proposed**  
26 **Nationwide Class or, alternatively, each statewide class)**

27 113. Plaintiffs re-allege the paragraphs above as if fully set forth herein.

28 114. As described above, Hyundai sold vehicles to class members even though the

1 panoramic sunroofs installed in those vehicles are defective and pose a safety hazard, and  
2 failed to disclose its knowledge of the sunroof defect and its attendant risks at the point of  
3 sale or otherwise. Furthermore, Hyundai charges for repairs of Plaintiffs' and class  
4 members' panoramic sunroofs without disclosing that the problem is widespread and that  
5 the repairs do not address the root cause of the shattering.

6 115. As a result of its fraudulent acts and omissions related to the defective  
7 sunroofs, Hyundai obtained monies which rightfully belong to Plaintiffs and the proposed  
8 Nationwide Class members to the detriment of Plaintiffs and the proposed Nationwide  
9 Class members.

10 116. Hyundai appreciated, accepted, and retained the non-gratuitous benefits  
11 conferred by Plaintiffs and the proposed Nationwide Class members, who, without  
12 knowledge of the defect, paid a higher price for their vehicles and sunroofs than those  
13 vehicles and options were worth. Hyundai also received monies for vehicles and sunroofs  
14 that Plaintiffs and the proposed Nationwide Class members would not have otherwise  
15 purchased.

16 117. It would be inequitable and unjust for Hyundai to retain these wrongfully  
17 obtained profits.

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

20 119. Plaintiffs and the proposed Nationwide Class are entitled to restitution of the  
21 profits unjustly obtained, plus interest.

22 **FIFTH CAUSE OF ACTION**

23 **Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.***

24 **(Plaintiff Billy Glenn individually and on behalf of**

25 **the proposed Nationwide Class or, alternatively, the Alabama Class)**

26 120. Plaintiff realleges the paragraphs above as if fully set forth herein.

27 121. Plaintiff and the other members of the class are "consumers" within the  
28 meaning of 15 U.S.C. § 2301(3).



1 122. Hyundai is a “supplier” and “warrantor” within the meanings of sections  
2 2301(4)-(5).

3 123. Class Vehicles are “consumer products” within the meaning of section  
4 2301(1).

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

8 125. Hyundai is required to repair or replace panoramic sunroofs that  
9 spontaneously shatter during the warranty period at no charge.

10 126. Plaintiff and other class members own Class Vehicles that experienced  
11 sunroof shattering during the period of warranty coverage.

12 127. Hyundai breached its new vehicle limited warranty by failing to repair or  
13 replace the sunroofs at no charge in Plaintiff’s and other class members’ Class Vehicles.

14 128. Hyundai’s breach of warranty has deprived Plaintiff and the other members  
15 of the class of the benefit of their bargain.

16 129. The amount in controversy of the Plaintiff’s individual claim meets or  
17 exceeds the sum or value of \$25. In addition, the amount in controversy meets or exceeds  
18 the sum or value of \$50,000 (exclusive of interest and costs) computed on the basis of all  
19 claims to be determined in this suit.

20 130. Hyundai has been afforded reasonable opportunity to cure its breach of  
21 warranty. Pursuant to the provisions of 15 U.S.C. § 2310(e), on December 11, 2015,  
22 Plaintiff Billy Glenn, on behalf of himself and class members, sent notice to Hyundai’s  
23 principal place of business to provide it with reasonable opportunity to correct its business  
24 practices and cure its breach of warranties under the Magnuson-Moss Warranty Act.  
25 Hyundai has not cured the breach of warranty described above and continues to deny  
26 warranty coverage when class members present their vehicles for repair after their Class  
27 Vehicles’ panoramic sunroofs have spontaneously shattered.

28 131. In addition, resorting to any informal dispute settlement procedure or

1 affording Hyundai another opportunity to cure its breach of warranty is unnecessary and  
2 futile. Any remedies available through any informal dispute settlement procedure would  
3 be inadequate under the circumstances, as Hyundai has repeatedly failed to disclose the  
4 panoramic sunroof defect or provide repairs at no cost, and, as such, has indicated no desire  
5 to participate in such a process at this time. Any requirement under the Magnuson-Moss  
6 Warranty Act or otherwise that Plaintiff resorts to any informal dispute settlement  
7 procedure or afford Hyundai a reasonable opportunity to cure the breach of warranty  
8 described above is excused and/or has been satisfied.

9 132. As a direct and proximate cause of Hyundai's warranty breach, Plaintiff and  
10 the other members of the class sustained damages and other losses in an amount to be  
11 determined at trial. Hyundai's conduct damaged Plaintiff and the other members of the  
12 class, who are entitled to recover damages, specific performance, costs, attorneys' fees,  
13 and other appropriate relief.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs request that the Court enter a judgment awarding the  
16 following relief:

- 17 a. An order certifying the proposed class(es), and appointing Plaintiffs' counsel  
18 to represent the class(es);
- 19 b. An order awarding Plaintiffs and the class members their actual damages,  
20 punitive damages, and/or any other form of monetary relief provided by law;
- 21 c. An order awarding Plaintiffs and the class(es) restitution, disgorgement, or  
22 other equitable relief as the Court deems proper;
- 23 d. An order requiring Hyundai to adequately disclose and repair the defect  
24 panoramic sunroofs;
- 25 e. An order awarding Plaintiffs and the class(es) pre-judgment and post-  
26 judgment interest as allowed under the law;
- 27 f. An order awarding Plaintiffs and the class(es) reasonable attorneys' fees and  
28 costs of suit, including expert witness fees; and

1 g. An order awarding such other and further relief as this Court may deem just  
2 and proper.

3 **JURY DEMAND**

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

6  
7 DATED: February 25, 2016

Respectfully submitted,

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