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5 IN THE CIRCUIT COURT OF THE STATE OF OREGON
6 FOR THE COUNTY OF LANE

7 MICHAEL J. FAUNCE

8 Plaintiff,

9
10 v.

11 HYUNDAI MOTOR AMERICA
12 CORPORATION, a foreign corporation, and
13 BEAVERTON HYUNDAI, INC., an Oregon
14 corporation,
15 Defendants.

Case No. 26CV28133

DEFENDANT HYUNDAI MOTOR
AMERICA'S ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFF'S COMPLAINT

16 Defendant Hyundai Motor America, incorrectly named in the Complaint as "Hyundai
17 Motor America Corporation" ("HMA"), by and through its counsel, Martin Bischoff LLP,
18 hereby admits, denies and alleges as follows:

19 **I. INTRODUCTION**

20 1.

21 In response to Paragraph 1, HMA admits, based on current information and belief, that
22 Plaintiff purchased a 2024 Hyundai Tucson Hybrid Motor Vehicle, VIN Number
23 KM8JEC18RU219655 ("Subject Vehicle"), from Beaverton Hyundai in June 2024.

24 2.

25 In response to Paragraphs 2, HMA admits that the EPA publishes fuel economy and
26 efficiency ratings for certain new vehicles sold in the United States, including the 2024 Hyundai

1 Tucson Hybrid motor vehicle. HMA is without sufficient knowledge or information to admit or
2 deny the remaining allegations n Paragraphs 2 and therefore denies the same.

3 3.

4 HMA is without sufficient knowledge or information to admit or deny the allegations n
5 Paragraph 3 and therefore denies the same.

6 4.

7 HMA is without sufficient knowledge or information to admit or deny the allegations in
8 Paragraph 4 and therefore denies the same.

9 5.

10 HMA is without sufficient knowledge or information to admit or deny the allegations n
11 Paragraph 5 and therefore denies the same.

12 6.

13 In response to Paragraph 6, HMA admits, based on current information and belief, that
14 Plaintiff and certain communications with HMA customer service representatives related to the
15 Subject Vehicle's fuel efficiency prior to filing suit.

16 7.

17 In response to Paragraph 7, HMA admits that HMA determined that the Subject Vehicle
18 was operating as designed and that representatives of HMA communicated the same to Plaintiff.
19 HMA otherwise denies the allegations in Paragraph 7 that HMA failed to investigate Plaintiff's
20 concerns.

21 8.

22 HMA denies that the Subject Vehicle suffers from a defect, nonconformity, or other
23 condition that permits Plaintiff to recover damages against HMA in the lawsuit.

24 9.

25 Paragraph 9 does not contain any allegations of fact and therefore no response is
26 required.

1 **II. JURISDICTION AND VENUE**

2 10.

3 HMA is without sufficient knowledge or information to admit or deny the allegations in
4 Paragraph 10 and therefore denies the same

5 11.

6 Admits.

7 12.

8 Admits.

9 **III. PARTIES**

10 13.

11 HMA is without sufficient knowledge or information to admit or deny the allegations in
12 Paragraph 13 and therefore denies the same.

13 14.

14 In response to Paragraph 14, HMA admits that it is a foreign corporation authorized to
15 conduct business in Washington and that it is the distributor of Hyundai brand vehicles in the
16 United States. HMA further admits that it issues limited written warranties for certain Hyundai
17 brand vehicle.

18 15.

19 Admits.

20 **IV. FACTUAL ALLEGATIONS**

21 16.

22 In response to Paragraph 16, HMA admits, based on current information and belief, that
23 Plaintiff purchased the Subject Vehicle from Beaverton Hyundai in June 2024.

24 17.

25 HMA is without sufficient knowledge or information to admit or deny the allegations in
26 Paragraph 17 and therefore denies the same.

18.

HMA is without sufficient knowledge or information to admit or deny the allegations in Paragraph 18 and therefore denies the same.

19.

HMA is without sufficient knowledge or information to admit or deny the allegations in Paragraph 19 and therefore denies the same.

20.

HMA is without sufficient knowledge or information to admit or deny the allegations in Paragraph 20 and therefore denies the same.

21.

Denies.

22.

HMA is without sufficient knowledge or information to admit or deny the allegations in Paragraph 22 and therefore denies the same.

23.

Denies.

24.

HMA is without sufficient knowledge or information to admit or deny the allegations in Paragraph 24 and therefore denies the same.

25.

HMA is without sufficient knowledge or information to admit or deny the allegations in Paragraph 25 and therefore denies the same.

26.

Denies.

///

V. CAUSES OF ACTION

1 **COUNT 1- BREACH OF EXPRESS WARRANTY**
2 **(Against Defendant Hyundai Motor America Corporation)**

3 27.

4 HMA realleges its responses to Paragraphs 1 through 26 of the Complaint.

5 28.

6 In response to Paragraph 28, HMA admits that it issued New Vehicle Limited Warranty
7 with respect to the Subject Vehicle.

8 29.

9 Denies.

10 30.

11 In response to Paragraph 30, HMA admits that Plaintiff brought the Subject Vehicle to
12 Beaverton Hyundai on one or more occasions to address Plaintiff's concerns related to the
13 Subject Vehicle's fuel efficiency.

14 31.

15 Denies.

16 32.

17 Denies.

18 **COUNT 2 – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
19 **(Against Defendants Hyundai Motor America Corporation and Beaverton Hyundai Inc.)**

20 33.

21 HMA realleges its response to Paragraphs 1 through 32 of the Complaint.

22 34.

23 In response to Paragraph 34, HMA admits that it issued a New Vehicle Limited Warranty
24 with respect to the Subject Vehicle. HMA denies that it sold the Subject Vehicle.

25 ///

26 35.

1 Paragraph 35 contains a conclusion of law for which no response is required.

2 36.

3 Denies.

4 37.

5 Denies.

6 38.

7 In response to Paragraph 38, HMA admits that Plaintiff brought the Subject Vehicle to
8 Beaverton Hyundai on one or more occasions to address Plaintiff's concerns related to the
9 Subject Vehicle's fuel efficiency.

10 39.

11 Denies.

12 **COUNT 3 – VIOLATION OF OREGON UNLAWFUL TRADE PRACTICES ACT**

13 **(ORS 646.605 et seq.)**

14 **(Against Defendants Hyundai Motor America Corporation and Beaverton Hyundai Inc.)**

15 40.

16 HMA realleges its responses to Paragraphs 1 through 39 of the Complaint.

17 41.

18 In response to Paragraph 41, HMA admits that it issued a New Vehicle Limited Warranty
19 with respect to the Subject Vehicle. HMA denies that it sold the Subject Vehicle.

20 42.

21 HMA is without sufficient knowledge or information to admit or deny the allegations in
22 Paragraph 42 and therefore denies the same.

23 43.

24 In response to Paragraph 43, HMA admits that it determined that the Subject Vehicle was
25 functioning as designed. HMA otherwise denies the allegations in Paragraph 43.

26 44.

1 Denies.

2 **COUNT 4- VIOLATION OF OREGON LEMON LAW (ORS 646.A 400 et seq.)**
3 **(Against Defendants Hyundai Motor America Corporation and Beaverton Hyundai Inc.)**

4 45.

5 HMA realleges its responses to Paragraphs 1 through 44 of the Complaint.

6 46.

7 In response to Paragraph 46, HMA admits that it issued a New Vehicle Limited Warranty
8 with respect to the Subject Vehicle.

9 47.

10 Admits.

11 48.

12 In response to Paragraph 48, HMA admits that Plaintiff brought the Subject Vehicle to
13 Beaverton Hyundai on one or more occasions to address Plaintiff's concerns related to the
14 Subject Vehicle's fuel efficiency.

15 49.

16 Denies.

17 50.

18 Denies.

19 **COUNT 5 – VIOLATION OF MAGNUSON-MOSS WARRANTY ACT**

20 51.

21 HMA realleges its responses to Paragraphs 1 through 50 of the Complaint.

22 52.

23 In response to Paragraph 52, HMA admits that it issued a New Vehicle Limited Warranty
24 with respect to the Subject Vehicle.

25 ///

26 53.

1 Denies.

2 54.

3 Denies.

4 55.

5 Denies.

6 56.

7 Denies.

8 **AFFIRMATIVE DEFENSES**

9 WHEREFORE, having fully answered Plaintiff's Complaint, HMA hereby alleges for its
10 affirmative defenses:

11 **FIRST AFFIRMATIVE DEFENSE**

12 (Failure to State a Claim)

13 57.

14 Plaintiff fails to state a claim for relief against HMA.

15 **SECOND AFFIRMATIVE DEFENSE**

16 (Failure to Participate in Informal Dispute Resolution)

17 58.

18 Some or all of Plaintiff's claims for relief may be barred by Plaintiff's failure to first
19 resort to informal dispute resolution.

20 **THIRD AFFIRMATIVE DEFENSE**

21 (Contractual Limitation of Rights and Damages)

22 59.

23 Plaintiff's claims and/or prayer for damages are limited under the terms of the applicable
24 purchase/sale agreement, limited vehicle warranty or service contract.

25 ///

26 **FOURTH AFFIRMATIVE DEFENSE**

1 (Contractual Disclaimer/Exclusions of Damages)

2 60.

3 Plaintiff is barred from recovering certain damages alleged in the Complaint under the
4 terms of the applicable sales agreement, limited vehicle warranty, or service contract including,
5 but not limited to, Plaintiff's request for consequential and/or incidental damages.

6 **FIFTH AFFIRMATIVE DEFENSE**

7 (Nonconformity Does Not Impair Vehicle)

8 61.

9 Any alleged nonconformity of the Subject Vehicle does not substantially impair the use,
10 market value, or safety of the subject vehicle.

11 **SIXTH AFFIRMATIVE DEFENSE**

12 (Mileage/Use Offset)

13 62.

14 HMA denies Plaintiff's right to recover any of the remedies or damages sought in the
15 Complaint. To the extent Plaintiff is awarded any remedy or damages, Plaintiff's recovery
16 should be reduced based on the use/mileage and depreciation of the Subject Vehicle.

17 **SEVENTH AFFIRMATIVE DEFENSE**

18 (Fault of Others)

19 63.

20 If Plaintiff has sustained injuries or damages, those injuries or damages were caused, in
21 whole or in part, by the conduct of one or more persons or entities HMA does not control. HMA
22 denies any liability to Plaintiff. However, if HMA is liable at all, its liability is several only.
23 HMA is not liable or responsible for the fault of any other party against whom recovery is
24 sought, or the fault of any person with whom Plaintiff has or will settle.

25 ///

26 **EIGHTH AFFIRMATIVE DEFENSE**

(Federal Preemption)

64.

Plaintiff's claims may be pre-empted, in whole or in part, by federal statute or regulations.

NINTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

65.

Plaintiff's claims may be barred by the applicable statute of limitations.

TENTH AFFIRMATIVE DEFENSE

(Reservation of Defenses)

66.

HMA intends to rely on such other defenses as may become legally available hereafter or become apparent during discovery proceedings in this case and therefore HMA reserves its right to assert such additional defenses at a later time.

WHEREFORE, having fully answers Plaintiff's Complaint and set forth its affirmative defenses, Defendant HMA prays for relief as follows:

1. For dismissal of Plaintiff's Complaint with prejudice and without costs and fees;
2. That Defendant HMA be awarded their costs in defending against Plaintiff's Complaint; and
3. For any other relief as this Court deems equitable and just.

DATED: July 20, 2026

MARTIN BISCHOFF, LLP

s/Michael A. Yoshida

Michael A. Yoshida, OSB No. 065631

myoshida@mbglaw.com

Attorneys for Defendant Hyundai Motor America

CERTIFICATE OF SERVICE

1 I hereby certify that on July 20, 2026, I served the foregoing DEFENDANT
2 HYUNDAI MOTOR AMERICA'S ANSWER AND AFFIRMATIVE DEFENSES TO
3 PLAINTIFF'S COMPLAINT on the listed below by causing a true copy thereof to be served
4 in the manner specified below:

5 Michael J. Faunce
6 158 Oswego Summit
7 Lake Oswego, OR 97035
8 *Pro Se Plaintiff*

☒ U.S. Mail, postage prepaid
☒ Electronic mail to:
mjfaunce@gmail.com

9 MARTIN BISCHOFF, LLP

10 s/ Michael A. Yoshida
11 Michael A. Yoshida, OSB No. 065631
12 myoshida@mbglaw.com
13 Attorneys for Defendant Hyundai Motor America
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