

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

26CV28133

FILED MULTNOMAH CO. CIRCUIT C  
26 JUN 9 AM 2:54

MICHAEL J. FAUNCE,  
Plaintiff,

Case No. \_\_\_\_\_

v.

COMPLAINT BREACH OF WARRANTY, LEMON  
LAW, UTPA & MAGNUSON-MOSS WARRANTY  
ACT

HYUNDAI MOTOR AMERICA CORPORATION,  
a foreign corporation,  
and  
BEAVERTON HYUNDAI INC.,  
an Oregon corporation,  
Defendants.

**I. INTRODUCTION**

1. Plaintiff purchased a new 2024 Hyundai Tucson Hybrid, VIN KM8JEC18RU219655, from Defendant Beaverton Hyundai Inc. on June 13, 2024, for approximately \$38,500.

2. The vehicle had fewer than 50 miles on the odometer at the time of purchase and currently has approximately 19,200 miles. The vehicle was marketed and sold as a hybrid vehicle with an EPA combined fuel economy rating of approximately 37 MPG. After purchase, Plaintiff consistently observed substantially lower fuel economy, with the vehicle reporting a long-term average of approximately 29.6 MPG over approximately 11,000 miles of recorded operation.

3. Plaintiff's wife owns a substantially similar 2023 Hyundai Tucson Hybrid with an EPA combined fuel economy rating of approximately 38 MPG. Under substantially similar driving conditions, that vehicle routinely achieved approximately 34-35 MPG. Plaintiff therefore had direct experience with the expected performance of a comparable Tucson Hybrid vehicle.

4. Plaintiff allowed a break-in period of approximately 4,000 miles before raising concerns regarding fuel economy. Thereafter, Plaintiff presented the vehicle for scheduled maintenance and multiple service visits and consistently reported concerns regarding substantially reduced fuel economy.

1 5. In response to Plaintiff's complaints, Defendant dealership attributed the condition to subjective factors  
2 such as driving habits and operating conditions but did not provide objective diagnostic data or testing results  
3 supporting those conclusions.

4 6. Plaintiff repeatedly requested diagnostic investigation of the vehicle's Hybrid Electric Vehicle ("HEV")  
5 system, including retrieval and review of Battery Management System ("BMS") data relating to battery condition  
6 and performance.

7 7. Despite repeated complaints and requests for diagnostic information, Defendants failed to provide the  
8 requested BMS information, failed to adequately investigate the cause of the reduced fuel economy, and repeatedly  
9 denied the existence of any defect or nonconformity.

10 8. Plaintiff alleges that the vehicle suffers from a defect, nonconformity, or condition affecting the vehicle's  
11 hybrid propulsion system and resulting in substantially reduced fuel economy.

12 9. Plaintiff brings this action seeking relief under Oregon's Lemon Law, Oregon warranty law, the  
13 Oregon Unlawful Trade Practices Act, and the Magnuson-Moss Warranty Act.

## 14 **II. JURISDICTION AND VENUE**

15 10. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds the  
16 jurisdictional minimum of this Court and Plaintiff asserts claims arising under Oregon law and the Magnuson-Moss  
17 Warranty Act.

18 11. This Court has personal jurisdiction over Defendants because Defendants transact business in Oregon,  
19 marketed, sold, warranted, and serviced the subject vehicle in Oregon, and the claims asserted herein arise from acts  
20 and omissions occurring within Oregon.

21 12. Venue is proper in this Court because Plaintiff resides in Multnomah County, Oregon, and the transactions  
22 and events giving rise to Plaintiff's claims occurred in Oregon.

## 23 **III. PARTIES**

24 13. Plaintiff is a resident of Multnomah County, Oregon.

25 14. Defendant Hyundai Motor America Corporation is a corporation authorized to conduct business in Oregon  
26 and is responsible for distributing, marketing, warranting, and servicing Hyundai vehicles sold within Oregon.

15. Defendant Beaverton Hyundai Inc. is an authorized Hyundai dealership located at 13255 SW Farmington Road, Beaverton, Oregon 97005, and sold and serviced the subject vehicle.

#### IV. FACTUAL ALLEGATIONS

16. On June 13, 2024, Plaintiff purchased a new 2024 Hyundai Tucson Hybrid, VIN KM8JEC18RU219655, from Defendant Beaverton Hyundai Inc.

17. Shortly after purchase, Plaintiff observed fuel economy substantially below the vehicle's advertised EPA fuel economy ratings and below the performance of a substantially similar Hyundai Tucson Hybrid operated under comparable conditions. Plaintiff reported these concerns to Defendant Beaverton Hyundai on multiple occasions and requested investigation of the vehicle's Hybrid Electric Vehicle ("HEV") battery system and related hybrid components.

18. On or about January 6-9, 2025, Plaintiff specifically requested retrieval of Battery Management System ("BMS") diagnostic data during a warranty service visit. Defendant dealership did not provide the requested data and instead advised Plaintiff that no defect had been identified.

19. Plaintiff also reported the same concerns to Hyundai National Service and requested assistance in determining the cause of the vehicle's reduced performance.

20. Plaintiff repeatedly requested objective Battery Management System ("BMS") diagnostic information, including data relating to battery condition, battery performance, and system operation.

21. Defendants failed to provide the requested diagnostic information, failed to adequately investigate Plaintiff's concerns, and repeatedly advised Plaintiff that no defect had been identified.

22. Plaintiff independently obtained and reviewed vehicle diagnostic information and comparative vehicle performance data that Plaintiff believes are inconsistent with Defendants' conclusions.

23. Despite Plaintiff's repeated complaints and requests for investigation, Defendants failed to identify, repair, or adequately explain the cause of the vehicle's reduced performance.

24. Plaintiff conducted comparative testing using a substantially similar Hyundai Tucson Hybrid operated under similar conditions. During such testing, the comparison vehicle demonstrated materially greater hybrid-electric assist and higher fuel economy than Plaintiff's vehicle.

OK

1 25. The vehicle's onboard fuel-economy display, which calculates and reports long-term fuel economy, has not  
2 been reset for approximately 11,000 miles and currently reports an average fuel economy of approximately 29.6  
3 MPG. Plaintiff has retained photographs documenting the displayed value.

4 26. Plaintiff alleges that the vehicle suffers from a defect, nonconformity, or condition affecting the hybrid  
5 propulsion system, HEV battery system, Battery Management System, and/or related components, resulting in  
6 substantially reduced fuel economy, diminished value, loss of use, and other damages.

## 7 **V. CAUSES OF ACTION**

### 8 **COUNT 1 – BREACH OF EXPRESS WARRANTY**

9 (Against Defendant Hyundai Motor America Corporation)

10 27. Plaintiff realleges and incorporates Paragraphs 1 through 26 as though fully set forth herein.

11 28. Hyundai Motor America Corporation provided written warranties covering the vehicle.

12 29. The vehicle contained defects, nonconformities, or conditions affecting the HEV battery system, Battery  
13 Management System, and/or related hybrid propulsion components during the warranty period.

14 30. Plaintiff presented the vehicle for warranty diagnosis and repair on multiple occasions and provided  
15 Hyundai with reasonable opportunities to repair or diagnose the condition.

16 31. Hyundai failed to repair, diagnose, or correct the condition within a reasonable number of attempts.

17 32. As a direct and proximate result, Plaintiff suffered damages including diminished value, loss of use, out-of-  
18 pocket expenses, and other damages to be proven at trial.

### 19 **COUNT 2 – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

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

21 33. Plaintiff realleges and incorporates Paragraphs 1 through 32 as though fully set forth herein.

22 34. Defendants sold, distributed, marketed, and warranted the vehicle for ordinary transportation purposes.

23 35. An implied warranty of merchantability arose in connection with the sale of the vehicle.

24 36. The vehicle was not merchantable because it contained defects, nonconformities, or conditions affecting  
25 the HEV battery system, Battery Management System, and/or related hybrid propulsion components.

26 37. As a result of such defects, the vehicle failed to perform in a manner reasonably expected of a new Hyundai  
27 Tucson Hybrid vehicle.

28 **COMPLAINT BREACH OF WARRANTY, LEMON LAW, UTPA & MAGNUSON-MOSS WARRANTY ACT –**  
**FAUNCE / HYUNDAI**

1 38. Defendants were provided notice of Plaintiff's complaints and an opportunity to address the condition.

2 39. Plaintiff has suffered damages as a direct and proximate result of Defendants' breach of the implied  
3 warranty of merchantability.

4 COUNT 3 – VIOLATION OF OREGON UNLAWFUL TRADE PRACTICES ACT (ORS 646.605 et seq.)

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

6 40. Plaintiff realleges and incorporates Paragraphs 1 through 39 as though fully set forth herein.

7 41. Defendants represented the vehicle as a properly functioning hybrid vehicle.

8 42. Plaintiff relied on those representations.

9 43. After repeated complaints, Defendants represented that no defect existed despite failing to provide  
10 requested diagnostic information and despite failing to adequately investigate Plaintiff's concerns.

11 44. Plaintiff suffered an ascertainable loss, including diminished value and other economic damages, as a result  
12 of Defendants' conduct.

13 COUNT 4 – VIOLATION OF OREGON LEMON LAW (ORS 646A.400 et seq.)

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

15 45. Plaintiff realleges and incorporates Paragraphs 1 through 44 as though fully set forth herein.

16 46. The vehicle was covered by Hyundai's written warranty during all relevant times alleged herein.

17 47. Plaintiff reported the condition during the warranty period.

18 48. Defendants were provided a reasonable number of opportunities to diagnose and repair the condition.

19 49. Defendants failed to conform the vehicle to the applicable warranties after a reasonable number of  
20 opportunities to diagnose and repair the condition.

21 50. The condition substantially impairs value, use, or marketability.

22 COUNT 5 – VIOLATION OF MAGNUSON-MOSS WARRANTY ACT

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

24 51. Plaintiff realleges and incorporates Paragraphs 1 through 50 as though fully set forth herein.

25 52. Hyundai Motor America Corporation issued written warranties covering the vehicle.

26 53. The vehicle failed to conform to the warranties during the warranty period.

1 54. Plaintiff sought warranty service and provided Defendants with reasonable opportunities to diagnose and  
2 repair the condition.

3 55. Defendants failed to repair, diagnose, or correct the condition.

4 56. As a direct and proximate result, Plaintiff suffered damages and is entitled to relief under the  
5 Magnuson-Moss Warranty Act.

6 **VI. DEMAND FOR RELIEF**

7 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against  
8 Defendants as follows:

9 A. Declare that the vehicle fails to conform to applicable express and implied warranties and that Defendants  
10 failed  
to repair the nonconformity within a reasonable number of attempts;

11 B. Declare that the vehicle qualifies for relief under Oregon Lemon Law, ORS 646A.400 et seq.;

12 C. Order Defendants to repurchase the vehicle and refund all amounts recoverable under Oregon Lemon Law,  
13 including the purchase price, taxes, license and registration fees, finance charges, and other collateral  
14 charges, less any lawful mileage offset, or alternatively provide a comparable replacement vehicle;

15 D. Award Plaintiff actual damages, including but not limited to diminished value, loss of use, incidental  
16 damages, diagnostic expenses, out-of-pocket expenses, and other economic losses proven at trial;

17 E. Award Plaintiff damages authorized under the Oregon Unlawful Trade Practices Act, ORS 646.638;

18 F. Award Plaintiff reasonable attorney fees, expert witness fees where recoverable, court costs, and  
19 disbursements pursuant to ORS 646A.416, ORS 646.638, the Magnuson-Moss Warranty Act, and other  
20 applicable law;

21 G. Award prejudgment and post-judgment interest as permitted by law;

22 H. Award such other and further relief as the Court deems just and proper.

1  
2  
3  
4  
5  
6  
7  
8 PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

9 Dated June 8, 2026

10 Respectfully submitted

11   
12

13 Michael J. Faunce

14 Plaintiff, Pro Se

15 158 Oswego Summit

16 Lake Oswego, OR 97035

17 Cell 503 686-8127

18 Email [mjfaunce@gmail.com](mailto:mjfaunce@gmail.com)  
19  
20  
21  
22  
23  
24  
25  
26  
27

**OFFICIAL RECEIPT**  
**OREGON JUDICIAL DEPARTMENT**  
**Payments Accepted Online**  
**www.courts.oregon.gov Select OJD Courts E-Pay**

Payor  
Faunce, Michael J.

Receipt No.  
**2026-428704**

Transaction Date  
06/08/2026

| Description                                                                                                      | Amount Paid   |
|------------------------------------------------------------------------------------------------------------------|---------------|
| Faunce, Michael J.<br>26CV28133<br>Michael J. Faunce vs Hyundai Motor America Corporation, Beaverton Hyundai INC |               |
| Plaintiff Filing Action - Amount > \$10K / < \$50K                                                               | 283.00        |
| <b>SUBTOTAL</b>                                                                                                  | <b>283.00</b> |
| Remaining Balance Due: \$0.00                                                                                    |               |

**PAYMENT TOTAL** **283.00**

|                                 |               |
|---------------------------------|---------------|
| Credit/Debit Card (Ref #060828) | 283.00        |
| Tendered                        |               |
| Total Tendered                  | <b>283.00</b> |
| Change                          | 0.00          |

06/08/2026  
02:57 PM

Cashier  
Station MULCSH2249

Audit  
286546581

**OFFICIAL RECEIPT**