

2006 NOV 21 AM 8:41

Bradenton FL

November 9th, 2006

To whom it may concern,

10174335

My name is [REDACTED] and I purchased a Certified Pre-Owned 2004 Hyundai Tiburon on 06/07/05 from Reliable Imports of Springfield, MO. I then drove to my home in Florida and was faced with my first frustrating experience with Jenkins Hyundai of Bradenton, FL.

I had gotten a flat tire on the evening of 06/16/05. Because I was not in the best neighborhood and could not receive my warranted Roadside Assistance for a good length of time, I changed the tire myself. The following day I called Jenkins Hyundai to get my tire replaced as I had also purchased the Tire XM program from Reliable Imports. This program entitles any Hyundai customer who has purchased the program to a new tire in such a circumstance. Instead, I was given the run around. I was first told that they could not honor the Tire XM program because it was purchased in another state. Later I was told that they were simply too busy. A few more calls ensued to the customer service line and Reliable Imports of Springfield Missouri, the dealership I had purchased my car from. Reliable Imports went out of their way to contact the Jenkins Hyundai of Bradenton, FL and I was later instructed to go to Pep Boys of Bradenton, FL. I spent over four hours there, (mind you, it took me half an hour the evening before, at night in a skirt, to perform the same duty), and ended up receiving the wrong tire. The tire I received had similar specs to the remaining three, but Michelin did not make it.

Just over a month after purchasing the vehicle, I was upset with its performance and the "service" I had experienced from Jenkins Hyundai. I had endured about half a dozen problems with the vehicle including, but not limited to, a flat tire, rattling speakers, a missing cigarette lighter and/or cap, a poorly functioning air conditioning, and problems with 1st and reverse gears, as well as a burning scent coming from the vehicle. I brought the vehicle to Jenkins Hyundai on 07/29/05 to have these problems remedied. Instead of repairing any of these problems, which were still covered by my warranty, I was told by Vincent Morelli that: I must not know how to work my air conditioning, (this is not my first vehicle by the way); that I must be "one of those kids with my bass turned up all the way" ... "of course you could blow speakers that way", (I'm a 20-year old Law student who frequently listens to opera); and I obviously "must be racing my car to have problems with the clutch or transmission" with only 10,550 miles on my vehicle, (I have driven a Nissan with a 5-speed manual transmission with over 200,000 miles on the odometer without experiencing any problems with the clutch). Driver error, by the way, seems to be the dealership's explanation for several problems I have experienced. I have discovered through my research that it is also the explanation given to many of other customers experiencing similar problems.

M. Morelli
11/9/06

On 08/08/05, I brought my vehicle in with the same complaints as I had on 07/29/05. I also had mentioned that the check engine light had turned on. This was also irregular with only 10,760 miles on a vehicle. The light was fixed; the other problems, again were not. [REDACTED] recognized that I had brought the complaints to his attention before and that qualified technicians had looked at the vehicle. He said, again, that there was nothing wrong with the parts themselves, rather I must have the bass turned on too high and I must be constantly racing with people on the road. Again the diagnosis was driver error.

On 01/06/06, I brought my car in for its scheduled maintenance. I complained about my speakers rattling and my clutch malfunctioning and burning, once again. Vincent reiterated to me that both problems had been looked at before by qualified technicians, and that I should take it easier on the vehicle.

Coincidentally the tire that Pep Boys had put on my car blew. Again, I called Jenkins Hyundai who could not take care of my issue. They redirected me to the Sears Automotive department to replace my tire under the tire XM program. The tire is still in good condition, and Sears even managed to install the correct tire.

On 09/27/06, I brought my car in because the air bag light had turned on. Since the dealership was going to have my car for the whole day anyway, I asked for an oil change and requested that they look at my back speakers and my clutch *again* because 1st and reverse were still sticking and I could still smell something burning. I also had a taillight out. Even though I provided them with a new one, [REDACTED] told me that they would charge me for at least half an hour to replace the bulb. (It should be noted that my father did the task himself in less than ten minutes.) [REDACTED] called me to let me know that there was no problem with my subwoofer. I reiterated to him that I knew there was no problem with my subwoofer and that I had specifically told him about my rear speakers. He admitted that they were loose, but since I had passed the 12,000-mile marker, they were no longer liable to fix or replace my speakers. I told him that I had brought the problem to his attention the first two times I brought the vehicle in, before the 12,000 mile mark, but nothing was done. According to Hyundai's website, the radio and speakers are fully covered for three years or 36,000. Remember, I had been complaining about this for over a year, before Jenkins Hyundai willing to admit the problem. Strangely enough, the invoice said that the subwoofer had been fixed, even though this was not the problem I had reported. To this day, it is left in the same condition I left the shop in: disconnected (which is damaging the amplifier), not even screwed into the car. It is sitting detached from my vehicle inside the trunk. It also says that my springs, transmission, u-joint, shift linkage, CV boots, and axle were checked and in good condition.

I pointed out that I was having serious problems with my clutch on October 8th when I once again brought the car back. It was not in drivable condition even though it had been in the shop just over a week earlier. [REDACTED] again offered the explanation that I must not know what I'm doing behind the wheel, (this quote is not verbatim). I requested to speak with a manager ASAP. Jeff Jurek appeared and walked me to his office. I briefly went

over my list of complaints. Before I could finish, I was told "bad drivers can blow a clutch out in a matter of days". He rattled off the cost of fixing the car at Jenkins Hyundai amounting to \$480 just to have my car checked out. Mind you, I had paid for an inspection eleven days earlier. Jurek admitted that the clutch Hyundai installs are faulty and recommended that I purchase an aftermarket clutch, and then bring in the parts to be installed at Jenkins Hyundai for an additional charge, taking into account at least a few extra hours of labor. He said it was standard that a Hyundai clutch went out between 20,000 and 30,000 miles. He also admitted to replacing one for a woman after only 3,000 miles, at no charge, because she had brought it in before the 12,000-mile mark. I had complained that there were problems with my clutch on four occasions, twice before 12,000 miles. How poorly must a part be manufactured to cause a member of Hyundai's service department to recommend a non-Hyundai part? I brought up the fact that a number of my other problems had never been attended to. Jurek was reasonable and went out to my car himself to inspect the situation. When he noticed that his technicians hadn't even bothered to re-attach my subwoofer, he admitted to a mistake on the dealership's part. Jurek assured me that if I brought in an aftermarket clutch and had my vehicle repaired at that location, all of the problems I had been complaining about for over a year would finally be fixed. After mulling this issue over, I left the dealership to search for an aftermarket clutch. However, my car was not in driving condition and did not make it to my home only 5.5 miles away. I was forced to stop at the nearest auto-repair facility, which happened to be Aamco Transmissions, where the car was checked out for free.

That's right, the service Jenkins Hyundai appraised for at least \$480, Aamco did at no charge. Both Don and Gary have kept me in constant contact with me, showing me which parts were damaged, what went wrong, and gave me a few theories as to how these problems occurred. By 10/10/06 I was aware that the clutch plate, pressure plate, throw out bearing and pin, two axle seals, and slave cylinder had to be replaced. Luckily the flywheel was not seriously damaged and only had to be refaced. The grand total for these parts and labor came to over \$1,200.

By the morning of October 9th, 2006, I had made several phone calls to Hyundai corporate all leading to dead ends. For the next three days I was given an endless run around. I was unable to get a call back from any supervisor and could not obtain the names or phone numbers of anyone in managerial positions. I was told that there was no way to set up a meeting with Ernie Parisi and there was no Regional Representative to speak of. It was only after I mentioned that I would be contacting the BBB that I got a call back from Ernie Parisi. He instructed me that I was to tell Aamco to halt all work being done on my vehicle and that I should pay to have the vehicle towed back to the dealership. (I would like to note that Hyundai Jenkins was unable to diagnose any problem with my vehicle for over a year. Only after another establishment found a problem was the dealership willing to work on my car). Ernie then told me that even though some of the parts that needed to be replaced were still under warranty at 24,000 miles, unless the car was worked on through a Hyundai certified technician, my warranty would be void.

Coincidentally, on October 12th, yet another problem was discovered with my vehicle. It appeared that the release fork had not been in the right position, which caused it to bend as well as bending the throw out bearing pin. Because Aamco Transmissions was making every effort to make certain that the vehicle was repaired to Hyundai standards, he also called the Jenkins Hyundai service department. They would not look at what Aamco Transmission discovered, even though they are just a few miles apart, nor would Jenkins' technicians discuss it or return phone calls as they had stated they would. The Aamco Transmissions' technicians went above and beyond once again and spoke with a Hyundai Certified Technician from their location in Sarasota, just to make certain that they were following proper procedure. As I see it, replacing a clutch is not rocket science and the work had been done under the tutelage of a Hyundai Certified Technician, just as Ernie Parisi had stressed was necessary for future warranty purposes.

I would also like to mention that Aamco Transmissions charged me only a fraction of what Hyundai had estimated for labor alone. They kept all of the original parts for me to see and did not even charge for the labor performed on 10/11/06-10/13/06. They even offered to provide me with a ride home because I had been without any mode of transportation. After looking at the parts, it was easy to deduce that the bent throw-out bearing pin was the most likely cause for a number of problems that had developed, specifically excessive and premature clutch failure. This part does not take a large amount of time or effort to examine, especially considering that the dealership had had my vehicle for a collective number of days, and is easily recognizable as being broken. Because of Hyundai's negligence in honoring what should have been a simple warranty issue, I was not only extremely inconvenienced, but forced to miss classes all week.

On 10/14/06, my father and I took all broken parts that had been removed from my vehicle to Jenkins Hyundai. I requested to meet with Ernie Parisi and my request was finally granted. (Previously, Mr. Parisi refused to meet with me in person or to allow me to speak with the regional representative.) I was able to talk with Mr. Parisi, who was well aware of my situation, and showed him the parts. Mr. Parisi took my broken throw out bearing pin to his service department and asked to of his mechanics if they thought the piece had been broken over time or whether the pin bent on one strike of the clutch pedal. The first mechanic believed the pin probably took time to break; the second mechanic disagreed. At least two mechanics at Aamco Transmissions, which Mr. Parisi himself recognized as a well-qualified shop, concluded that the part would have bent over time and that it would have been nearly impossible for me to have broken the part with one press of the clutch pedal. This could not have been a driver error, rather, the pin may not have been put in correctly or it was a faulty part to begin with. No matter what amount of time it took to bend the pin, the fact stands that it was under warranty when I had initially complained about the situation. The part was broken and could have been fixed. If the car had actually been examined on any of the four occasions it had been brought in, the mechanics could have diagnosed the broken pin before such a large problem ensued.

Ernie Parisi did recognize the existence of a regional representative during the discussion on 10/14/06 and even recommended that we should all meet to discuss the issue. After I

called, on four occasions, to set up the meeting, we agreed upon 1:00pm on November 9th, 2006. This is also in writing on the claim filed through the BBB. Mr. Parisi instructed me to call him on 11/7/06 to make sure that the meeting was still in order. Unfortunately, at 11:00am on the morning of our meeting, I received a call from the regional representative who informed me that he would not be meeting me at the dealership. He reiterated that the meeting had been set up weeks in advance, put into writing, and been checked on two days earlier. The representative assured me that he was aware of these factors and that if I wanted to talk to him over the phone about my visits at the dealership, he would listen. I assured the representative that since I had gone that route on many occasions before, without any resolve, that it was definitely necessary to sit down and discuss the matter. He then refused to meet with me that day or to set up another meeting.

Although the BBB Autoline can no longer follow the claim, due to the current mileage on the vehicle, I believe that since I had claimed that there were problems with the clutch while it was under warranty, I should be compensated for the cost of the repairs.

Long story short, had Jenkins Hyundai properly checked my vehicle the 1st, 2nd, 3rd, or 4th time I had brought the shifting problem to their attention, it is very possible that this entire ordeal could have been avoided. I fully expect to be compensated for the cost of repairs necessitated by Jenkins Hyundai's failure to honor my vehicle's warranty. I also expect that all other issues that have been previously reported will be taken care of to my satisfaction.

Thank you for your time.

Sincerely,

A large black rectangular redaction box covers the signature and name of the sender. A handwritten flourish is visible above the top right corner of the redaction.



HYUNDAI RETAIL INSTALLMENT CONTRACT No. 06/07/2005 Date	Seller RELIABLE IMPORTS & RV 438 S INGRAM HILL ROAD SPRINGFIELD, MO 65802	Buyer [REDACTED] BRAUNTON, FL [REDACTED]
	"We" and "us" mean the Seller above, its successors and assigns. "You" and "your" mean each buyer above, and guarantor, jointly and individually.	

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle Purchased	Year 2004	VIN KHMH165 [REDACTED]	Other:
	Make HYUNDAI	Lic. No./Year	
	Model TIBURON	<input type="checkbox"/> New <input checked="" type="checkbox"/> Used	

Description of Trade-In: N/A

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 13063.33, plus finance charges accruing on the unpaid balance at the rate of 11.2500 % per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

MINIMUM FINANCE CHARGE: You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate. 11.25 %	The dollar amount the credit will cost you. \$ 4155.47	The amount of credit provided to you or on your behalf. \$ [REDACTED]	The amount you will have paid when you have made all scheduled payments. \$ [REDACTED]	The total cost of your purchase on credit, including your down payment of \$ [REDACTED]

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
60	286.98	MONTHLY BEGINNING 07/22/2005

Security: You are giving a security interest in the Motor Vehicle purchased.
 Late Charge: If a payment is more than 15 days late, you will be charged LESSER OF 5% OR \$25.00. MINIMUM CHARGE OF \$10.00.

Prepayment: If you pay off this Contract early, you may will not have to pay a Minimum Finance Charge.
Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured Single Joint Prem. \$ N/A Term _____

Credit Disability: Insured Single Joint Prem. \$ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer _____ d/o/b _____ Buyer _____ d/o/b _____

PROPERTY INSURANCE: You must insure the Property securing this Contract. You understand that you are free to insure your Property with whatever licensed company, agent, or broker you may choose; that you may do so at any time after the date of this loan; that you have not canceled any existing insurance on your Property if you owned it before this loan; and that this loan cannot be denied you simply because you did not purchase your insurance through us. YOU MAY NOT NEED TO PURCHASE PROPERTY INSURANCE, AND YOU MAY HAVE OTHER INSURANCE WHICH WE WILL ACCEPT WHICH COVERS THE PROPERTY SECURING THIS LOAN. YOU SHOULD EXAMINE ANY OTHER INSURANCE WHICH YOU HAVE IN ORDER TO DETERMINE IF THIS COVERAGE IS NECESSARY. The collision coverage deductible may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:
 \$ N/A Deductible, Collision Coverage \$ N/A
 \$ N/A Deductible, Comprehensive Cov. \$ N/A
 Fire-Theft and Combined Add'l. Coverage \$ N/A
 N/A \$ N/A

Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ N/A)	\$ 14570.00
Service Contract, Paid to: N/A	\$ 1034.33 ?
Cash Price	\$ 16504.33
Manufacturer's Rebate	\$ N/A
Cash Down Payment	\$ 4000.00
Deferred Down Payment	\$ N/A
a. Total Cash/Rebate Down	\$ 4000.00
b. Trade-In Allowance	\$ N/A
c. Less: Amount owing	\$ N/A
Paid to:	
d. Net Trade-In (b. minus c.)	\$ N/A
e. Net Cash/Trade-In (a. plus d.)	\$ 4000.00
Down Payment (a.; disclose as \$0 if negative)	\$ 4000.00
Unpaid Balance of Cash Price	\$ [REDACTED]
Paid to Public Officials - Filing Fees	\$
Insurance Premiums*	\$
Amount to Finance line e. (if e. is negative)	\$
To: HYUNDAI GAP	\$
To:	\$
To:	\$
To: MAINTENANCE	\$
To:	\$
Total Other Charges/Amounts Pd. to Others	\$
Less: Prepaid Finance Charges	\$
Amount Financed	\$ [REDACTED]

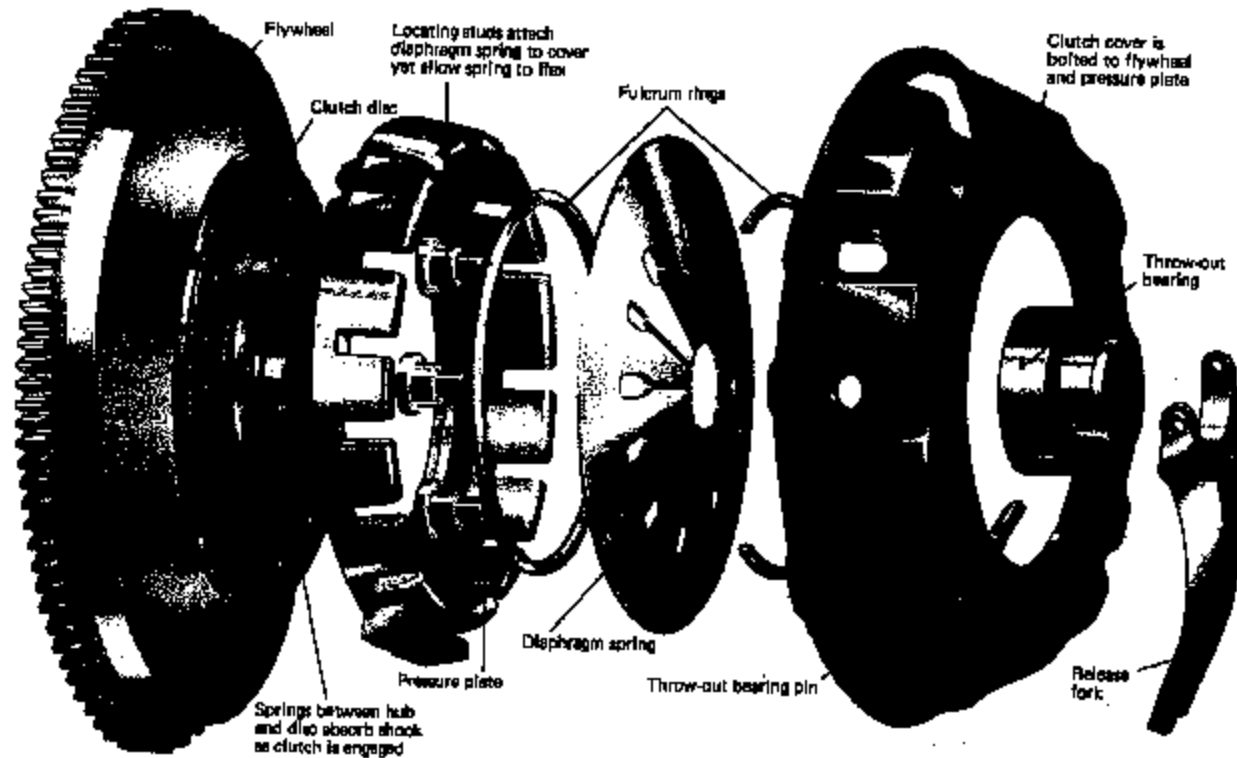
*We may retain or receive a portion of this amount.

SERVICE CONTRACT: With your purchase of the Vehicle, you agree to purchase a Service Contract to cover _____

This Service Contract will be in effect for 72 months or 75000 miles.

NOTICE TO THE BUYER
 DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU

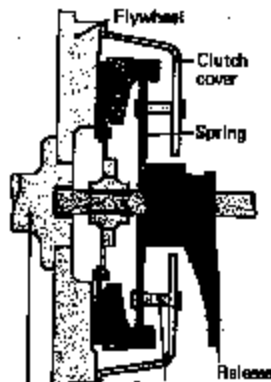
Diaphragm clutch



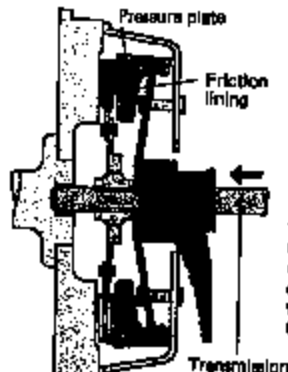
Diaphragm clutch in operation



Diaphragm spring: A conical plate of spring steel can do the same job as coil springs. The plate can be flexed, like the bottom of an oil can, so that it is concave or flat. When the driver steps on the clutch pedal, the throw-out bearing presses against the center of the steel plate, pushing it against its fulcrum and flexing it.

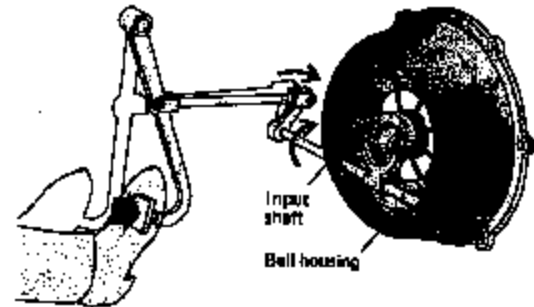


Engaged: Flat diaphragm spring exerts even pressure around its outer edge, forcing the pressure plate to clamp the clutch disc to the flywheel. With the clutch disc clamped to the flywheel, the engine drives the transmission input shaft and, eventually, the car's wheels.

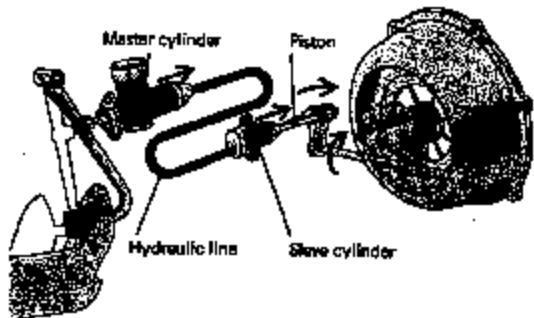


Disengaged: When the operating fork presses the throw-out bearing against the center of the conical diaphragm spring, it pops inward, releasing the pressure plate from the flywheel and freeing the clutch disc so that the engine can turn without driving the transmission.

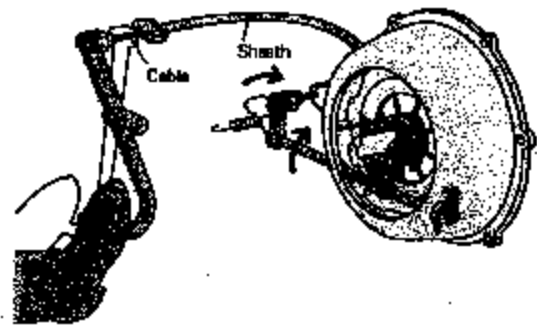
How the pedal works the clutch



Mechanical linkages: On many large North American cars, the motion of the driver's foot on the clutch pedal is transferred to the throw-out bearing by a system of rods and levers.



Hydraulic operations: Pushing hydraulic fluid through a pipe from a master cylinder to a slave cylinder provides friction-free thrust to the clutch-operating fork on many imported cars.



Cable operations: The clutch on many small cars is operated by pulling a cable instead of pushing a rod. The cable slides



HYUNDAI
your way

MULTI-POINT INSPECTION REPORT

CHECKED & OKAY

WILL REQUIRE ATTENTION

REQUIRES IMMEDIATE ATTENTION

FLUID LEVELS

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine Oil
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Transmission Fluid
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake Fluid
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Power Steering Fluid
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield Washer Fluid
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Antifreeze/Coolant
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake Pads
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake Discs

UNDER HOOD

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine Compartment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Belts and Hoses
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Light Bulbs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Other

UNDER VEHICLE

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Oil Leaks
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Fluid Leaks
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake System
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Other

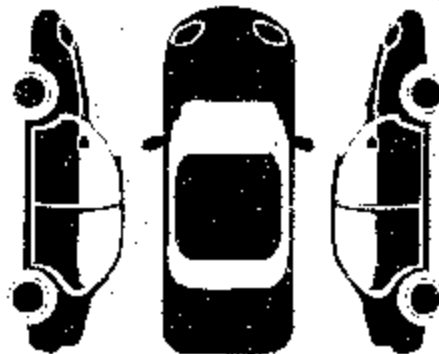
GENERAL

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Exterior
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Interior
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine Compartment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake System
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Other

BATTERY

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Battery
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Other

BRAKE INSPECTION



Front Disc Brake

REAR DISC BRAKE

Rear Drum Brake

TIRE INSPECTION

Front Left

Front Right

Rear Left

Rear Right

Front Left

Front Right

Rear Left

Rear Right

Other

Other

Comments:

INSPECTED BY

Dezell

NUMBER

704

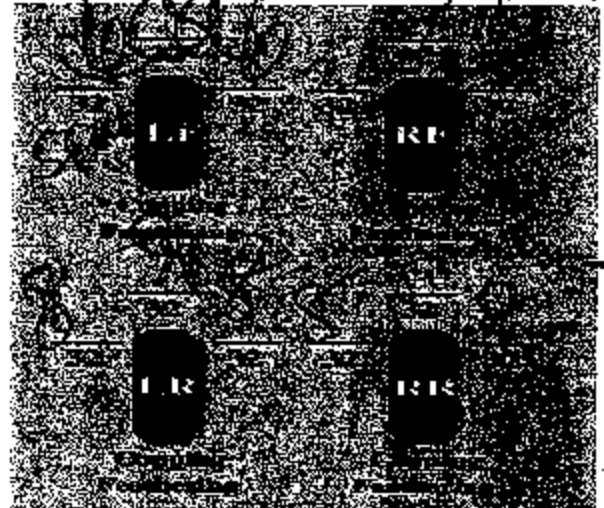
replace left front tire

NAME: _____ YEAR: 2004 LIC. PLATE: _____
 PHONE: _____ MAKE: Hyundai COLOR: Blue
 CSA NOTES: _____ MODEL: Tiburo ENGINE SIZE: _____
 ODOMETER IN: 10357 WHEEL LOCKS: Y / N
 VIN# _____ WHEEL KEY LOCATION _____
 (if required for commercial customer)

Is the steering wheel straight? Y / N
 Is the vehicle pulling? Y / N Left/Right
 Is the vehicle vibrating? Y / N At what speed? _____
 During braking? Y / N If Yes, refer to Current Brake Conditions (below)

Is brake light on? Y / N
 Is ABS light on? Y / N
 Is there a noise when braking? Y / N
 Does vehicle pull when braking? Y / N
 Does pedal pulsate? Y / N
 Is brake pedal low? Y / N

FRONT TIRE SIZE: P/XL/LT 245/55 Performance Rating V



RWL
 RW
 WW

REAR TIRE SIZE: P/XL/LT _____ Performance Rating _____

LF RF SAVE OLD TIRES Y / N
 LR RR COMMENTS:
 SP

VIN# KMHHM65D84U105210

Express Services

- DieHard® SERVICE
 - DieHard SERVICE AND ADVISE (SABRE Printout)
 - IN-WARRANTY BATTERY AND DieHard SERVICE

- OIL CHANGE
 - Would you like to have your air filter replaced? Y / N
 - Would you like your wiper blades replaced? Y / N
 - Would you like your coolant exchanged? Y / N

- COOLANT EXCHANGE
- A/C RECHARGE
- OTHER _____

2004/85.29
2004/1985
013 564 0607
attention card

\$ _____
 \$ _____
 \$ _____ EA.
 \$ _____
 \$ _____

Customer Authorization: I hereby authorize the repair facility to operate my vehicle and perform service(s) as described above. I acknowledge that the charge for this service, if any, is disclosed above. Additional parts and services are extra.

CUSTOMER SIGNATURE [Signature] DATE _____

It's been a while since I posted here, but I FINALLY got some results. I wrote letters to Hyundai Corporate and they said they would do nothing and to not send any more letters. So I went to the BBB, the lemon law section, and I GOT RESULTS FAST! Within a week or 2 we were contacted by another corporate rep here in AZ and we met up with him. He took one look at the clutch and immediately said it should of been covered under warranty.

Here in AZ, they were dropping like flies because of the heat, so he was familiar with the issue. The a-hole rep back east is using the "gray" area of the problem to deny the claim. He thought we raced the car and burned the clutch up so he wouldn't cover it. The clutch itself was not slipping, the car would not go into gear, but he didn't care, he still said it ws our fault. The REP in AZ said that the clutch had plenty of material on it, which it did, and said that it was definatly the faulty parts listed in the TSB. So we will be getting a check for the money we spent on the repairs.

It took us moving to a different state and a lot of letters, but they finally owned up to it. The BBB kicks ***, anyone who has a legit problem, use them!!!! It's funny that I was told they would not cover it and to quit sending letters, but when the BBB got involved, they gave me no crap and owned up quick so there will not be a BBB claim against them.

Anyone who has had this problem, just be patient and continue to try to get your money. It's been 10 months for me, so it takes a while but it will pay off in the end. I still will never own another Hyundai because of this experience. The claim to have the worlds best warranty, but getting them to cover an issue, definatly makes it the worlds worst warranty! I do appreciate the honest rep here, but screw the north-east rep!!!!

Hyundai Clutch Failure And Warranty

by Lewis Kahn

March 28, 2006

Hyundai's claim that it offers "America's Best Warranty" is going to be tested in an Orange County, California Superior Court. On March 22, 2006, a San Francisco law firm filed suit against Hyundai for refusing to cover repairs under its warranty to correct defective clutch parts in 2003 Hyundai Tiburon GTs with six-speed manual transmissions.

lawyers.com™

According to the San Francisco lawyer that filed the case, "We noticed an unusual amount of 2003 Tiburon drivers complaining about their clutches failing within the first 30,000 miles they drove the car. Not only was the clutch failing prematurely, but owners were complaining that Hyundai refused warranty coverage for the repairs needed to fix the problem." Upon further investigation, lawyers discovered that Hyundai found the clutch problem unusual as well and issued a Technical Service Bulletin to its dealers in March 2004 referring to the 2003 Tiburon's clutch components as "deformed," and advised that the clutch could be repaired by replacing certain parts with new, non-deformed parts. Surprisingly, when Tiburon owners came to dealerships to repair the defect, Hyundai blamed the premature failure on the owner's driving habits and refused to cover any costs for replacement parts or for labor to repair the defect.

Lawyers for the drivers claim that "Hyundai specifically lists two of the clutch parts it claims are 'deformed' as parts covered under its warranty. This clutch failure is not a problem with individual drivers, this is a problem with Hyundai's manufacturing. We have complaints of people going out-of-pocket for nearly \$2,000 just so they could drive their car again. We feel that owners of the 2003 Tiburon are entitled to full coverage of the clutch repairs under the warranty. Simply stated, Hyundai is not upholding its end of the bargain."

The case is open to any owner of a 2003 Tiburon GT six-speed with manual transmission whose clutch failed and owner paid out of pocket cost to have the car repaired.

Lewis S. Kahn is President of Kahn Gauthier Swick, LLC. His website, lawcash.com, offers additional class action resources including docket information and case updates.



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**Washington Court Enters Ultimate Sanction of Default Against Defendants for Discovery Abuses, Reinstating \$8,064,055 Jury Verdict
June 26, 2006 Posted By PGE**

Magaña v. Hyundai Motor America, No. 00-2-00553-2 (Clark County, Wash. Super. Ct. Feb. 15, 2006) (Findings of Fact and Conclusions of Law Re: Default Judgment)

At the first trial of this product liability case, the jury awarded plaintiff over \$8 million in damages for injuries he sustained after he was ejected out of the hatchback of a 1996 Hyundai Accent in a 1997 accident. Hyundai appealed liability but not damages, and the case was remanded for a second trial on the issue of liability. Preparing for the second trial, plaintiff filed a motion to compel defendants to produce documents relating to other similar incidents. The court granted the motion, and ordered Hyundai to produce "Police Reports, legal claims, consumer Complaints and Expert Reports or Depositions and Exhibits and photographs thereto with respect to all consumer complaints and lawsuits involving allegations of seatback failure on all Hyundai vehicles with single recliner mechanisms regardless of incident date and regardless of model year." Hyundai was ordered to produce all legal claims, consumer complaints and policy reports by November 21, 2005, and to produce all expert reports, photographs, depositions and exhibits thereto by December 1, 2005.

On December 1, 2005, Hyundai submitted a Motion for Relief from November 18, 2005 Order Granting Plaintiff's Motion to Compel, asking that the court relieve it of certain of its production obligations. Specifically, Hyundai requested that it be permitted to produce only those responsive consumer complaints that were maintained on its current computer system, and that it not be required to restore some 96 backup tapes which were believed to contain original data from Hyundai's old mainframe computer.

Hyundai explained that its Consumer Affairs department was responsible for handling consumer contacts and inquiries, and that prior to Hyundai's conversion to a new computer system, Consumer Affairs files were kept on the mainframe for 12 months. If there was no activity on the file for 12 months, it was moved to an "inactive" table, but still on the mainframe. If there was then no activity for 12 months thereafter, the file would be converted to a backup tape. Hyundai stated it had located a total of 96 backup tapes dating from mid-1995.

Hyundai further explained that existing backup tapes were not converted into the new computer system; thus, Hyundai would need to restore the tapes and then access the data. Hyundai estimated that the process would take at least two months, and would cost at least \$24,000 to complete. Plaintiff opposed the motion, and filed a "motion for an order re spoliation creating an inference that favorable evidence was destroyed." Plaintiff argued that Hyundai's failure to convert the tapes containing consumer complaints amounted to spoliation, and that an adverse inference instruction should be given to the jury. The court denied Hyundai's motion for relief, and also denied plaintiff's motion for spoliation sanctions.

Two months later, the court granted plaintiff's motion for default judgment based upon

Hyundai's failure to produce evidence regarding other similar claims and incidents. The court held a four-day evidentiary hearing on the motion for default judgment and concluded that Hyundai and its counsel committed numerous discovery violations, "which were wilful, deliberate, direct and egregious." A copy of the court's February 15, 2006 Findings of Fact and Conclusions of Law re: Default Judgment is available [here](#).

Hyundai apparently did not search its Consumer Affairs Department's electronic records for responsive documents. Paragraph 22 of the decision states:

In response to questions at the hearing, Hyundai's corporate counsel Thomas Vanderford explained the search for documents in response to plaintiff's RFP 20 was limited to the records of the Hyundai legal department. He stated no effort was made to search beyond the legal department, as this would have taken an extensive computer search.

The court stated that there was no legal basis for limiting a search for documents in response to a discovery request to those documents available in the legal department. Additionally, the record was clear that the legal department at Hyundai worked closely with the Consumer Affairs Department with respect to customer complaints and claims, including product liability claims. It described how, in some instances, the Consumer Affairs Department would refer a claim to the legal department, which directed an investigation of the claim and/or provided direction to Consumer Affairs regarding the claim. The court observed:

26. Mr. Vanderford testified no record was maintained in the legal office of this activity. As head of the products liability section, he was familiar with this process and supervised attorneys involved in this process. A search limited to the corporate legal office, which did not seek or disclose records from claims which originated with the Consumer Affairs Department, even though many of the claims involved the legal department, was not a diligent search.

27. Hyundai had the obligation not only to diligently and in good faith respond to discovery efforts, but to maintain a document retrieval system that would enable the corporation to respond to plaintiff's requests. Hyundai is a sophisticated multinational corporation, experienced in litigation. A search of computer records for documents requested by plaintiff, even if voluminous in nature, is standard operating practice of attorneys practicing in the products liability field. In fact, Hyundai did not object to the request as burdensome. The false answer to RFP 20 was without reasonable excuse or explanation.

The court further opined:

52. Hyundai and its legal department knew that there had been customer complaints and claims of incidents of seat back failure. Defendant knew that these happened in the Accent and Elantra, as well as other vehicles. Some of these complaints had been litigated. Most involved personal injuries. It was the duty of Hyundai to establish an adequate system to respond to discovery requests. Hyundai failed to establish such a

system and failed to respond accurately to discovery requests. Hyundai unreasonably limited its search, and failed to supplement those answers that were incorrect.

The court went on to discuss the other sanctions available, and concluded that nothing short of default judgment was appropriate. The court's entry of default judgment reinstated the jury's damage award of \$8,064,055. In a separate opinion, the court also awarded plaintiff the attorneys' fees and costs occasioned by Hyundai's discovery violations.

Hyundai Blames Failure of "Deformed" Tiburon Clutch on Drivers: Class Action Filed San Francisco, CA – March 23, 2006 – Hyundai's claim that it offers "America's Best Warranty" is going to be tested in an Orange County California Superior Court. On March 22, 2006, [REDACTED] LP, a San Francisco class action law firm, filed suit against Hyundai for refusing to cover repairs under its warranty to correct defective clutch parts in 2003 Hyundai Tiburon GTs with six-speed manual transmissions. The action is filed under Case no. 06CC00052.

According to class action lawyer [REDACTED] "We noticed an unusual amount of 2003 Tiburon drivers complaining about their clutches failing within the first 30,000 miles they drove the car. Not only was the clutch failing prematurely, but owners were complaining that Hyundai refused warranty coverage for the repairs needed to fix the problem." Upon further investigation, [REDACTED] discovered that Hyundai found the clutch problem unusual as well and issued a Technical Service Bulletin to its dealers in March 2004 referring to the 2003 Tiburon's clutch components as "deformed," and advised that the clutch could be repaired by replacing certain parts with new, non-deformed parts. Surprisingly, when Tiburon owners came to dealerships to repair the defect, Hyundai blamed the premature failure on the owner's driving habits and refused to cover any costs for replacement parts or for labor to repair the defect.

"Hyundai specifically lists two of the clutch parts it claims are 'deformed' as parts covered under its warranty. This clutch failure is not a problem with individual drivers, this is a problem with Hyundai's manufacturing," said attorney [REDACTED] "We have complaints of people going out-of-pocket for nearly \$2,000 just so they could drive their car again," added [REDACTED]. "We feel that owners of the 2003 Tiburon are entitled to full coverage of the clutch repairs under the warranty. Simply stated, Hyundai is not upholding its end of the bargain."

If you purchased a 2003 Tiburon GT six-speed with manual transmission and would like information concerning the Hyundai lawsuit, please visit www.classcounsel.com.

About [REDACTED] a national class action law firm based in San Francisco, California, represents consumers in high tech cases, as well as, personal finance cases, antitrust actions and securities litigation. If you wish to discuss this action with us or have any questions concerning a potential class action, please contact Robert Green by email at rgw@classcounsel.com or visit our website at www.classcounsel.com.

Tel: [REDACTED]
Fax: [REDACTED]

Girard Gibbs

Hyundai Tiburon Clutch/Flywheel Investigation

Investigating claims in connection with a pending lawsuit seeking class action status against Hyundai Motor America, Inc. Consumers complain that certain Hyundai Tiburons experience premature clutch and/or flywheel failures, rendering the vehicle inoperable. Consumers also complain that Hyundai does not replace the parts under its warranties, resulting in high costs of replacements to the consumer.

If you've experienced similar problems with your Hyundai Tiburon, please let us know.

Name:

E-Mail:

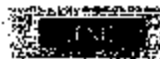
Telephone:

State of Residence:

Message:

I would like to receive updates concerning this problem or other class action news:

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Report Date : October 9, 2006 at 03:26 PM

New Search

SEARCH TYPE : VEHICLE

YEAR : 2004

Make : HYUNDAI

Model : TIBURON

Print Version

Results : 34 | All records displayed

Make : HYUNDAI Model : TIBURON Year : 2004

Manufacturer : HYUNDAI MOTOR COMPANY

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10064912

Number of Deaths: 0

Date of Failure: March 24, 2004

VIN : KMHHN65F14U...

Component: POWER TRAIN:MANUAL TRANSMISSION

Summary:

WHEN SHIFTING, THE VEHICLE DID NOT RESPOND TO THE GEARS AND THE RPM'S REVVED HIGH. ALSO A BURNING SMELL ENTERED THE PASSENGER CABIN AND THE DRIVER SHUT THE VEHICLE OFF. THE CONSUMER WAS ABLE TO RESTART THE VEHICLE. THE CAUSE OF THE PROBLEM HAD NOT BEEN DETERMINED. *JB THE CLUTCH POPPED AND WAS HARD TO DEPRESS. THE RPM'S WENT OVER 6K AND SMOKE HAD COME FROM THE LEFT SIDE OF THE ENGINE. *SC *JB

Document Search

 Check to Request Research. Submit below.

Make : HYUNDAI Model : TIBURON Year : 2004

Manufacturer : HYUNDAI MOTOR COMPANY

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10099347

Number of Deaths: 0

Date of Failure: November 3, 2004



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It looks like you searched for information on a Hyundai Tiburon. For more tiburon clutch recall information, [click here](#).

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NEWSLETTER
KEEP UP WITH AUTOSITE

View "Clutch Problems" Posts

Clutch Problems
Number of Posts: 309

Latest Post: Oct-07-2006

By: Rob -

Post Date: Oct-07-2006

Yes you should expect the dealership to fix it. It is a manufacture defect. SO YOU GET REAL. What do you work for Hyundai. Just shut up.

By: Brandi -

Post Date: Oct-08-2006

When my clutch went out of my 03 Tiburon, I was absolutely prepared to pay for a new clutch..what I had problems with was the fact that they were telling me I had to pay \$936.00 for a new flywheel because the original flywheel wouldn't bolt up to the new clutch systems. Reason being... In March of 03 Hyundai redesigned the clutch and flywheel system on the 03 models and they quit making the original replacement parts for the clutch. So the ONLY way I could get a new clutch put in was to replace the flywheel as well...and I don't believe that's fair...THEY are the ones that REDESIGNED the clutch and flywheel system so THEY should be responsible for replacing the parts that don't fit now because of THEIR redesign!! In my opinion...they wouldn't have spent the time or the money to redesign something that didn't have some type of malfunction to begin with... SO it should on THEIR Bill...and it's ridiculous to think they are expecting people to pay almost \$2,000.00 to fix THEIR mistakes to begin with...

By: Maril -

Post Date: Oct-06-2006

I'm glad to finally find that we are not the only ones having problems with Hyundai Tiburon clutches. We bought our 2005 Tiburon last Oct. 2006. It has less than 7,000 miles on it and has already had one clutch replaced at about 4,000 miles and now needs another one. "Abuser" they claim. Late get real. I am 61 years old, and have driven standard shift for most of those 40 years of driving. Never have I worn out a clutch or even come near it. I have driven from Illinois to Florida (even through the mountains) more times than I can remember. Many hundreds of thousands of miles in 46 years. Hyundai refuses to honor the warranty.

By: Janet -

Post Date: Oct-06-2006

You are right, Mr. get real, but you obviously have never seen a Tiburon clutch assembly, they can't do anything but fail, every time you engage the clutch you are slipping it regardless of how you drive it. It is totally illogical, and the worst part of this is Hyundai knows this, they just aren't willing to fix some pencil pushing jackass's mistake

By: thomas s -

Post Date: Sep-27-2006

Hyundai, nor any other manufacturer will cover a clutch. It is a wear item that wears out like brakes and wiper blades. No body should expect a manufacturer to cover a clutch, get real

By: marco - Milford, MI

Post Date: Aug-12-2006

ya you have to drop the sub frame, its not easy beter if its on a hoist. suspend the engine from the top before you remove any mounts

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REPLY

By: Jody -

Post Date: Jul-29-2006

I have a 04 hb vd 1 mounth after i got it the clutch and flywheel went.The car had 18,000 miles on it i had only put 1,800 miles on it. the dealership said I must not know how to drive a stick but the honda that i traded in for it was manual hymm. It had 190,000 miles on it never had a problem with the clutch. so the dealership wanted \$3200 to fix it. I told them for get that I would get some one else to do it but none of the shops were i live will do it so i bought a clutchmaster stage 3 clutch and a fudanza flywheel and i decided to do it my self i got it all tore apart and the trans wont come off it comes out about a nche thats it it has been down for 2 mounth. Has anyone ever changed the clutch if so e - mail me reptlemans2000@bellsouth.net. to future buyers STAY AWAY FROM HYUNDAI they suck!

REPLY

By: Mike - Hermitage, TN

Post Date: Jul-27-2006

email me at animalsmike@yahoo.com and I'll reply with a copy of the document.

REPLY

By: Erin -

Post Date: Jul-25-2006

I am havinbg similar problems with my 5 speed tranny . I looked on the web site you suggested and I couldnt find the tab. I was just wondering if you could help me out maybe copy the link or something. If youn could be of assistance I wouldr really appreciate it.

REPLY

By: Blake - Canton, GA

Post Date: Jul-13-2006

thanks man, your a life saver. I found the TSB and it looks like I will be covered...thanks sooooo much...Peace and God Bless

REPLY

By: Mike - Hermitage, TN

Post Date: Jul-12-2006

Sign up at HMAService.com and run a search on your model with the keyword "clutch". Make sure you limit the search to TSBs or you'll never find it. Don't feel bad, it took me forever to find and my Google-Fu it mighty

REPLY

By: Blake - Canton, GA

Post Date: Jul-12-2006

? Any info Hello, I just bought a 03 Tiburon gt with 48k and a little after a month the clutch started giving me problems. It is in the shop now and it does not look like Hyundai is going to pay to replace anything. I have mentioned the class action and they don't seem to care. I have also spoken to GMV And they advised me to find the TSB on the net and bring it to the dealership and then they might fix it. Do you have any idea where I can find the TSB that Hyundai put out? I have googled and googled and no TSB. Is it out there? Any info will help... Thanks

REPLY

By: Nicki -

Post Date: Jun-21-2006

Del Mar, CA: Would you be willing to send me details of your win? The more ammunition I have against the bastards, the better my chances at winning. You can email me directly at ScorpSeed@aol.com

REPLY

By: Jeff Gilloran - Post Falls, ID

Post Date: Jun-21-2006

Jeremy, Sounds like the Clutch problem is more widespread. I wouldn't doubt it if all the clutches use that stupid and unneeded clutch slave cylinder Delay valve. If you are handy with a wrench, or know someone who is, get that little valve and its attached spring OUT of there and things will certainly improve, but im not saying that the clutch lens already damaged to some degree. When I took it out of my 04 Tiburon 2.0, it made a really big difference in both feel, and direct connections. None of this "slippage" compared to what it was before. I wish Hyundai would just do a recall and take the little bastards out and save the trouble. But that would also mean that any "related" damage would also have to be covered by Hyundai. Might do a bit more research and see what you can find out, but it seems like Hyundai used the slave delay in about everything with a manual transmission since 2001 or so.

REPLY

By: kate -

Post Date: Jun-21-2006

Well, We did not win but, the attorney who did the arbitration told me if we would file against hyundai he would have ruled in our favor. It is amazing that the attorney told the dealership they were wrong for not helping us more and that they were also wrong regarding the evidence they presented showing abusive wear on the car. The 4th clutch went out on Friday 06/09/06 and the dealer replaced everything that was attached to the clutch at no charge and no hassles.

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REPLY

Del Mar, CA

Post Date: Jun-21-2006

I won in small claims court against hyundai motor america. Best bet go to small claims court...not class action.

REPLY

By: Jeremy -

Post Date: Jun-21-2006

I have some problems with my 2004 Sonata clutch. It feels like the flywheel engagement slips under load - especially when I have passengers and/or going up hills. It hasn't went out yet, but it's making me really nervous. Going up parking garage ramps with passengers in the car isn't an option. Dealer says this is "normal". Fun stuff...

Can anyone who has an 2002-2004 Sonata let me know if they've have any luck joining a class action lawsuit.

REPLY

By: Jon redditt - Fontana, CA

Post Date: Jun-20-2006

Did you find out if hyundai sonatas from 2002 to 2004 are having the same problem? My clutch went out and the dealer wants \$2,200 to repair it and a private shop told me the tiburon and sonata had the same clutch. I emailed green and wellington the law firm doing the class action suite to see if I can join it. Thanks

REPLY

By: Nichl - Schenectady, NY

Post Date: Jun-20-2006

Teri, Do NOT buy an '03 Tiburon. This is an ongoing problem and Hyundai's quick fix (\$2000) will not resolve the issue. They need to acknowledge the defective parts and design, then do something real about it.

REPLY

By: Nield - Schenectady, NY

Post Date: Jun-20-2006

I followed your link about the arbitration, but the article was unavailable. How did you make out? I am currently on clutch #4 which Hyundai will not pay for because of my "aggressive driving". LOL I have contacted our NY Attorney General and the BBB and the class action attorneys in CA. If nothing pans out, I will get a local attorney. I am sick of Hyundai's BS. So many people are out so much money because of their faulty design and parts. I hope they eventually have to pay the piper.

REPLY

By: tom -

Post Date: Jun-08-2006

yes, I just got mine towed from the dealership because they were trying to charge me close 2 a grand so I got it towed to my house to try and fix it myself I got the clutch kit for like \$200 so if all else fails get that kit

REPLY

By: colleen -

Post Date: Apr-22-2006

Hi...I also have a 2003 Hyundai Tiburon... it is a GT but it's a 5 speed ...and it's sitting in a shop with the transmission out. It just has 32,000 miles!! I have had a manual transmission as long as I have been driving...this car has default parts...there is no way all these parts went cause of my driving...and this shop is ripping me off in the mean time ...glad Im not the only who thinks the car is the problem.

REPLY

By: Cheryl -

Post Date: Apr-14-2006

I have a 2003 Tiburon, 2.0, not GT, and I just spent \$4,700 and was without a car for six months, one month after buying it used. I just called the lawyers at classcounsel and they said only the GT, 2.7, is in the lawsuit. Anyone with the regular 2.0 Tiburon, please, email or call this lawyers office, because we are not included in this first suit. They need more people to tell them what is going on.

Cheryl

REPLY

By: P. - Little Egg Harbor Twp, NJ

Post Date: Apr-06-2006

KARLA, was wondering how you made out with the BBB arbitration? The Class action Lawsuit that was filed is great and will help all of us. However, after consultation with my counsel I have already filed an individual lawsuit. This will also take a while to resolve but I will post the results.

REPLY

By: mark hernandez - San Antonio, TX

Post Date: Apr-05-2006

WOW Mine is costing me 900 with the flywheel being resuraced!

REPLY

By: Alex -

Post Date: Apr-05-2006

Mine is getting replaced as we speak by the dealership and its running \$1300 (\$750 of it is labor). That is not including the flywheel, if the flywheel were needing repair also I'm sure that would be another grand.

REPLY

By: mark - San Antonio, TX

Post Date: Apr-02-2006

Okay I WANT TO KNOW HOW MUCH IS A NEW CLUTCH PLUS LABOR. I HAVE TO TAKE MY 03 TB TO THE SHOP MONDAY MORNING! SHOULD I GO TO THE DEALERSHIP??

REPLY

By: P. - Little Egg Harbor Twp, NJ

Post Date: Mar-27-2006

The specific information from the law firm itself can be found here:

<http://www.classcounsel.com/news/hyundai.html>

REPLY

By: P. - Little Egg Harbor Twp, NJ

Post Date: Mar-27-2006

Just as a backup, here's another site with the press release on the class action lawsuit:

<http://www.primezone.com/newsroom/news.html?d=25160>

REPLY

By: karla - Victor, TX

Post Date: Mar-26-2006

We go tomorrow to arbitration with the BBB. I hope that our clutch issues are resolved. Go to <http://www.chron.com/cs/COA/printstory.mpl/cont/s744701> to read the class action filed on March 22, 2006.

REPLY

Trim Level: Base**Pricing:****Invoice Price: \$15,469 *****MSRP: \$16,999 *****Destination Charge: \$540 *****Dimensions:****Number of Doors: 2****Standard Seating: 4****Wheelbase: 99.60****Curb Weight (Manual Trans): 2940****Curb Weight (Auto Trans): 2997****Front Leg Room: 43.00****Rear Leg Room: 29.90****Front Shoulder Room: 53.90****Rear Shoulder Room: 50.60****Drivetrain Information:****Engine: Std. - 2.0L 138 hp I4(1975,138 @ 6000****RPM,136 @ 4500 RPM,16/DOHC,3.23 X****3.68,10.1:1, Gas/MPFI,No,No)****Displacement (Liters): 2.0****Horsepower: 138 @ 6000 RPM****Torque: 136 @ 4500 RPM****Valve Configuration: DOHC****Fuel Type: Gas****Turbocharger: No****Supercharger: No****Transmission: Std. - 5-Speed Manual Overdrive | Opt.****- 4-Speed Automatic Overdrive****Warranty Information:****Basic Warranty: 60/60,000****Powertrain Warranty: 120/100,000****Rust Warranty: 60/100,000**

*All information is accurate for the 2004 Model Year. For current pricing please check with Manufacturer or other Research Site online.

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Hyundai Tiburon Recalls:

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Hyundai Tiburon Technical Service Bulletins:

2004 HYUNDAI TIBURON Technical Service Bulletins

TSB Bulletin #:0540008

Description: AUTOMATIC TRANSAXLE DIAGNOSTIC TROUBLE CODES LIST. *SC

TSB Bulletin #:0490006

Description: AIR BAG WIRING CONNECTOR I101 CHANGE. *MR

TSB Bulletin #:158

Description: REPROGRAMS ARE AVAILABLE FOR AUTOMATIC TRANSAXLE DRIVEABILITY ISSUES. TECHNET TIMES. HYUNDAI. *TT

TSB Bulletin #:0550001

Description: FOUR WHEEL ALIGNMENT-EZ CAM XR CAMBER ANGLE ADJUSTING BOLTS. *SC

TSB Bulletin #:01011901

Description: AUTOMATIC TRANSAXLE DIAGNOSTIC TROUBLE CODES LIST. *NM

TSB Bulletin #:0804

Description: FD46XG POLY ALKYLEN GLYCOL (PAG) OIL SPECIFICATIONS FOR AIR CONDITIONING COMPONENT REPLACEMENT. *NM

TSB Bulletin #:0336012

Description: 2.7L V6 ENGINE OXYGEN SENSOR CHANGE. *TT

TSB Bulletin #:0436010

Description: ENGINE CONTROL MODULE (ECM) REPROGRAMMING FOR DIAGNOSTIC TROUBLE CODE (DTC) P0133/P0153 AND CHECK ENGINE LIGHT ILLUMINATION. *TT

TSB Bulletin #:0440010

Description: SELECT CABLE ADJUSTMENT PROCEDURE FOR 6-SPEED MANUAL TRANSAXLE. *TT

TSB Bulletin #:0490009

Description: REMOTE TRANSMITTER BATTERY REPLACEMENT. *MR

TSB Bulletin #:133

Description: 2.7L V6 ENGINE OXYGEN SENSOR CHANGE. *TT

TSB Bulletin #:0336024

Description: RESISTANCE VALUES FOR IDLE SPEED CONTROL ACTUATOR (ISCA). VARIOUS MODELS INCLUDING THE 2004 SONATA. *TT

TSB Bulletin #:0401003

Description: FUEL PUMP REPLACEMENT. *MR SERVICE CAMPAIGN T13. *TT

TSB Bulletin #:0436018

Description: ECM REPROGRAMMING FOR INTERMITTENT HESITATION. *TT

TSB Bulletin #:0497002

Description: FD46XG PAG OIL SPECIFICATIONS FOR AIR CONDITIONING COMPONENT REPLACEMENT. *TT

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Hyundai Tiburon Complaints:

2004 HYUNDAI TIBURON Customer Complaints

Problem:THE CLUTCH STARTED SLIPPING WITH ONLY 16,500 MILES ON IT. I TOOK IT TO THE DEALER IN JANUARY 2006 TO HAVE THE CLUTCH REPLACED. THEY TOLD ME I WAS AT FAULT DUE TO MY DRIVING HABITS. THEY OFFERED ME A DISCOUNT ON THE PARTS. THE DEALER WAS GOING TO USE EXACT REPLACEMENT PARTS BUT FROM WHAT I FOUND OUT ABOUT THE CLUTCH I PROVIDED ON MY OWN AFTER MARKET PARTS THAT COST \$ 478.56 DOLLARS AND THE DEALER CHARGED \$870.00 FOR LABOR. *JB

Problem:I HAVE AN 04 TIBURON GT V8 SPECIAL EDITION AND IT IS ONLY AT 16000 MILES AND THE CLUTCH IS ALL READY GOING OUT AND I WILL HAVE TO REPLACE IT. *NM

Problem:PREMATURE CLUTCH WEAR! ADD ME TO THE LIST! IT LOOKS LIKE I MAY BE ANOTHER ONE OF THE MANY PEOPLE WITH CLUTCH PROBLEMS

ON THEIR TIBURON. I JUST BOUGHT MY USED 2004 TIBURON 3 WEEKS AGO. IT HAD 27,000 MILES ON IT AT THE TIME OF PURCHASE. I RECENTLY HAD A PROBLEM STARTING THE CAR SO I BROUGHT IT INTO THE DEALER. THEY INSPECTED THE CAR AND TOLD ME THAT THE CLUTCH WAS WORN AND WAS CATCHING HIGH. THEY ESTIMATE IT IS OVER 80% WORN AT THIS POINT BUT CAN'T TELL FOR SURE UNTIL THEY TEAR IT DOWN. NOW I HAVE DRIVEN CLUTCH FOR MANY YEARS. MY LAST CAR WAS A 98 JETTA WITH 93,000 MILES ON IT AND THE ORIGINAL CLUTCH WITH NO SLIPPAGE. BEFORE THAT I HAD A 91 NISSAN 240SX WITH WELL OVER 130,000 MILES AND THE ORIGINAL CLUTCH. IT IS UNACCEPTABLE FOR THE CLUTCH TO FAIL WITH SUCH LOW MILEAGE. ON TOP OF THIS, THERE ARE HUNDREDS OF COMPLAINTS ON VARIOUS MESSAGE BOARDS ABOUT THIS ISSUE. SOMETHING NEEDS TO BE DONE. IT IS OBVIOUS THAT THERE IS A MECHANICAL PROBLEM GOING ON. IT SIMPLY CAN NOT BE THE DRIVERS FAULT IF SO MANY OF THESE CASES HAVE BEEN REPORTED. I AM REALLY HOPING THAT MY CLUTCH LASTS FOR AWHILE, BUT I FEEL AS IF I GOT MYSELF INTO A BAD SITUATION BUYING THIS CAR. I REALLY HOPE THIS SITUATION IS REMEDIED BECAUSE I DO LIKE THE CAR BUT I SIMPLY CAN'T GO THROUGH THE COST OF REPLACING MY CLUTCH EVERY YEAR OR TWO AND SHOULDN'T HAVE TO! I'VE READ THAT THERE IS A CLASS ACTION LAWSUIT PENDING. HOPEFULLY BETWEEN THIS LAWSUIT AND THE NHTSA, A RESOLUTION TO THIS PROBLEM IS REACHED. THIS IS AN UNFAIR AND POTENTIALLY DANGEROUS SITUATION FOR THE AMERICAN CONSUMER THAT NEEDS TO BE RESOLVED SOON!
*NM

Problem:THE CLUTCH ON MY 2004 HYUNDAI TIBURON FAILED AT 32,000 MILES. IT NECESSITATED THE REPLACEMENT OF THE CLUTCH AND FLYWHEEL, AT AN EXPENSE OF ABOUT \$2,500.00 THE CLUTCH FAILED ME WHILE I WAS ON THE FREEWAY, 1200 MILES FROM MY HOME. *NM

Problem:MY AIRBAGS BLEW IN A VERY LOW

IMPACT ACCIDENT (5 MPH). MY CAR WAS COMPLETELY UNDAMAGED FROM THE IMPACT, WITH THE EXCEPTION OF A BROKEN LICENSE PLATE BRACKET AND DAMAGE TO MY INTERIOR, CAUSED BY THE AIRBAGS DEPLOYING. ACCORDING TO MY AUTOMOBILES USER MANUAL, THE AIRBAGS ARE ONLY MADE TO DEPLOY ON HIGH SPEED IMPACT, WHICH WAS NOT THE CASE IN MY ACCIDENT. I WENT THROUGH HYUNDAI'S COMPLAINT AND RESOLUTION PROCEDURE, BECAUSE I FELT THAT THE AIRBAGS SHOULD NOT HAVE GONE OFF. I ALSO TOOK THE CAR TO MY MECHANIC AND A HYUNDAI MECHANIC, AND THEY BOTH AGREED THAT, JUDGING BY THE AMOUNT OF DAMAGE DONE TO THE EXTERIOR OF MY CAR (BROKEN LICENSE PLATE BRACKET). THE AIRBAGS SHOULD NOT HAVE WENT OFF. HYUNDAI CLAIMED THE AIRBAGS FUNCTIONED PROPERLY, AND CLOSED THE FILE. I STARTED SEARCHING FOR A NEW DASHBOARD, AND I WAS TOLD REPEATEDLY THAT THE AIRBAGS WERE SENSITIVE AND WENT OFF VERY EASILY. MY PERSONAL MECHANIC STANDS FIRM THAT MY AIR BAGS SHOULD NOT HAVE DEPLOYED. THERE WAS LITERALLY NO DAMAGE TO MY CAR FROM THIS LOW IMPACT ACCIDENT, EXCEPT THE DEPLOYED AIRBAGS AND BROKEN LICENSE PLATE BRACKET. ALL THE DAMAGE WAS CAUSED BY THE AIRBAGS. MY MECHANIC AND ALL THE SALVAGE YARDS I HAVE SPOKEN TO CLAIM THE SENSOR IS OVERLY SENSITIVE. HYUNDAI'S MANUAL STRESSES OVER AND OVER, THAT THE AIRBAGS WILL ONLY DEPLOY ON HIGH IMPACT. WHEN I CALLED HYUNDAI TO ASK WHAT THE VEHICLE IMPACT THRESHOLD LEVEL IS FOR THE AIRBAGS, THEY COULD NOT TELL ME. I DID SOME RESEARCH ON THE INTERNET, AND I FOUND SEVERAL OTHER COMPLAINTS ABOUT THE AIRBAGS NOT FUNCTIONING CORRECTLY. HYUNDAI SHOULD BE RECALLING THESE, AS THEY DO NOT FUNCTION PROPERLY, AND THERE ARE MANY PEOPLE THAT HAVE HAD A BAD EXPERIENCE WITH THEIR AIR BAGS GOING OFF. THERE ARE A LOT OF PEOPLE THAT HAVE HAD TO FORK OUT MONEY FROM THEIR OWN POCKETS BECAUSE OF THIS, OR HAVE HAD TO CLAIM THIS ON THEIR INSURANCE. IT JUST IS NOT RIGHT, AND I WOULD LIKE TO DO

**SOMETHING ABOUT IT. PLEASE HELP. SINCERELY,
TAMARA THORNTON. *NM**

Problem:PURCHASED VEHICLE JAN 04 WITH 10 MILES ON IT. AT AROUND 12K MILES THE CLUTCH BEGAN TO RAPIDLY WEAR. AT 18K MI IT WAS IMPOSSIBLE TO DRIVE. DRIVER HAS NEVER HAD TO REPLACE A CLUTCH BEFORE 140K MI BEFORE. DEALER (UNION NJ) CLAIMED HYUNDAI NOT RESPONSIBLE, SAID WOULD REPAIR REPLACE FOR \$1200K (PRICE REDUCTION AS A COURTESY). DRIVER DECIDED THAT NOT TO REPLACE WITH THE SAME CLUTCH BOUGHT A SPEC STAGE 3 AFTERMARKET CLUTCH FOR \$480 AND HAD THE DEALER PUT THE CLUTCH IN. AT AROUND 32K MI SUDDENLY THE CLUTCH WENT FROM VERY TIGHT (CATCHING ABOUT 1" - 1.5" OF THE FLOOR TO LOOSE 3"+. CLUTCH SLOWLY STARTED SLIPPING AND WAS REPLACED AT 38K MI BY A DIFFERENT DEALERSHIP (NYACK, NY) CLAIMED THERE WAS A TSB FOR THE ISSUE AND OFFERED TO FIX FOR FREE WITH FACTORY CLUTCH AND NEW FLY WHEEL. FLY WHEEL MUST OF BEEN ROOT CAUSE AS THERE HAS BEE NO MORE INCIDENTS AS OF 80K MI. *JB

Problem:I HAVE OWNED A 2004 HYUNDAI TIBURON SINCE JAN OF 2005, IT WAS PURCHASED BRAND NEW WITH 2 MILES ON IT. SINCE ABOUT 10K MILES, MY CLUTCH HAS BEEN SLIPPING, HYUNDAI REFUSES TO FIX IT UNDER THEIR WARRANTY, STATING IT IS A WEARABLE PART. I HAVE BEEN DRIVING MANUAL TRANSMISSION CARS FOR ALMOST 25 YEARS.. AND THIS IS THE FIRST CLUTCH I HAVE HAD GO OUT, LET ALONE AT SUCH LOW MILEAGE. *NM

Problem:DROVE MY 2004 HYUNDAI TIBURON FOR 17K MILES AND 1 DAY AFTER DRIVING ABOUT 1 HR IN TRAFFIC I NOTICED MY CLUTCH WOULD NOT ENGAGE MY FIRST GEAR PROPERLY. I HAVE A 6 SPD. BROUGHT THE CAR TO HYUNDAI DEALERSHIP AND THEY TOLD ME THAT "I" HAD WORN OUT MY CLUTCH AND WANTED 2 CHARGE ME \$1800.00 TO REPAIR IT. AFTER ARGUING AND CALLING CORPORATE HYUNDAI AND HAVING TO GO TO THE DEALERSHIP AND EXPLAIN TO THESE

GUYS AND I KNOW HOW 2 DRIVE STANDARD THEY FINALLY REPLACED MY CLUTCH AS A "ONE TIME GOOD-WILL REPAIR" UNDER 1 CIRCUMSTANCE, THAT I WOULD PAY 4 THE 15K MILE SERVICE, WHICH AT \$235.00 WAS BETTER THEN \$1800.00. CAME ACROSS THE PROBLEMS THAT OTHER ARE HAVING AFTER SIGNING UP TO WWW.NEWTIBURON.COM AND FIGURED I WOULD FILE A COMPLAINT ALSO. THE THING IS THAT AFTER THEY REPAIRED IT WITH WHAT SEEMS TO BE THE REVISED CLUTCH NUMBER PER THE TSB, WHEN THE CAR IS COLD IT GRINDS GOING INTO TO 2ND GEAR. BROUGHT IT IN TO THE DEALERSHIP AND THEY GAVE ME MY CAR BACK STATING ON THE INVOICE THEY GAVE ME THAT THEY DROVE THE CAR FOR 16 MILES AND HAD EXPERIENCED NO GRINDING AND OR CLUTCH PROBLEMS. THAT'S ODD BECAUSE I HAVE BEEN SINCE I GOT THE CAR REPAIRED. I AM ON MY 2ND CLUTCH AFTER REPLACING MY FIRST AT 17K MILES AND I HAVE A FEELING THAT MY CLUTCH IS ON ITS WAY BECAUSE OF THE GRINDING. IM AT 42,700 MILES NOW AND I DON'T NO HOW MUCH LONGER IT WILL HOLD. *JB

Problem:2004 HYUNDAI TIBURON CLUTCH AND TRANSMISSION. *JB

Problem:2004 HYUNDAI TIBURON CLUTCH AND TRANSMISSION. *JB

Problem:TOOK MY CAR TO DEALERSHIP FOR THE CLUTCH SLIPPING AND GRINDING ON TWO SEPARATE OCCASIONS, THE GRINDING WAS STOPPED BUT THE SLIPPING WAS STILL A PROBLEM. I WAS TOLD BY SERVICE TO "ADJUST THE WAY I DRIVE." AT 19557 MILES MY CLUTCH WENT OUT COMPLETELY, WHEN I ASKED THE SERVICE ADVISOR WHAT CAUSED THIS HE SAID "IT LOOKS LIKE ITS BEEN SLIPPING FOR A LONG TIME." THE DEALERSHIP INFORMED ME THAT THE REPAIRS WOULD NOT BE COVERED UNDER WARRANTY AS THE CLUTCH PARTS ARE ONLY UNDER WARRANTY FOR 12000 MILES. MY CAR WAS UNDER 12000 MILES BOTH TIMES THE CLUTCH WAS "REPAIRED" BEFORE. NOW I HAVE A REPAIR BILL FOR OVER \$2000 THAT I REFUSE TO

PAY BECAUSE THEY DIDN'T FIX THE PROBLEM WHEN THEY COULD HAVE, UNDER WARRANTY. *NM

Problem: I WAS INFORMED A WEEK OR SO AGO THAT MY CLUTCH NEEDED TO BE REPAIRED DUE TO "WEAR & TEAR" ON A 30,000 MILE HYUNDAI TIBURON. I WAS INFORMED THAT THE WARRANTY WOULD NOT COVER IT DUE TO "WEAR & TEAR". I WAS INFORMED BY THE REPAIR CONSULTANT THOUGH THAT THEIR FACILITY HAS BEEN OPEN FOR 9 MONTHS AND MY CAR IS THE 3RD THEY HAVE SEEN WITH LOW MILE TIBURON'S HAVING THE CLUTCH REPAIRED. I CALLED A LOCAL TRANSMISSION REPAIR FACILITY AND THEY INFORMED ME THAT IN DECEMBER OF '05 THEY HAD A HYUNDAI TIBURON WITH 11,000 MILES AND HAD TO REPLACE THE CLUTCH AS WELL. *NM

Problem: I REAR-ENDED SOMEONE ON AN ICY ROAD GOING APPROXIMATELY 30 MPH. MY AIRBAG DID NOT DEPLOY, BUT THE PASSENGER'S DID, WITH NO ONE IN THE SEAT. HYUNDAI CLAIMS THAT THIS IS NORMAL- DESIGNED TO DEPLOY AT SLOWER SPEEDS WITHOUT THE SEAT BELT BUCKLED, BUT BASED ON THE RESEARCH DONE ON INJURIES WITHOUT A SEAT BELT WORN, I FIND THIS DESIGN TO BE FAULTY, OR I MUST WONDER IF THEIR CLAIM IS TRUE. *AK

Problem: MY 2004 HUNDAI TIBURON WAS HIT HEAD ON BY ANOTHER VEHICLE ON 11/16/04. BOTH VEHICLES WERE TRAVELING APPROXIMATELY 25MPH. MY PASSENGER AIR BAG DEPLOYED EVEN THOUGH NO ONE WAS IN THE SEAT. DRIVER SIDE AIR BAG DID NOT DEPLOY ALTHOUGH THE IMPACT WAS MOSTLY ON THE DRIVER FRONT. I SUSTAINED NECK AND BACK INJURIES IN THE COLLISION. THE CAR IS AT THE DEALER FOR REPAIRS BUT I AM NOT SURE I WILL EVER HAVE CONFIDENCE IN THE SAFETY OF THE VEHICLE. *AK

Problem: LEFT FRONT WINDOW INOPERATIVE. WHEEL PULLED TO RIGHT ON BRAKING, RESULTING IN ACCIDENT. *BF THE DEALER INSTALLED A NEW WINDOW MOTOR. THE DEALER ATTEMPTED TO ALLEVIATE THE VEHICLE'S

PULLING PROBLEM BY ALIGNING THE VEHICLE BUT THAT DID NOT HELP. THE DEALER ORDERED HEAVY DUTY BOLTS HOPING THIS WIL CORRECT THE PROBLEM. *NM

Problem:I REAR-ENDED SOMEONE ON AN ICY ROAD GOING APPROXIMATELY 30 MPH. MY AIRBAG DID NOT DEPLOY, BUT THE PASSENGER'S DID, WITH NO ONE IN THE SEAT. HYUNDAI CLAIMS THAT THIS IS NORMAL- DESIGNED TO DEPLOY AT SLOWER SPEEDS WITHOUT THE SEAT BELT BUCKLED, BUT BASED ON THE RESEARCH DONE ON INJURIES WITHOUT A SEAT BELT WORN, I FIND THIS DESIGN TO BE FAULTY, OR I MUST WONDER IF THEIR CLAIM IS TRUE.*AK

Problem:ON ICY ROAD CONDITIONS ON DECEMBER 24, 2004 MY CAR SLIDE DOWN A HILL AND CRASHED INTO A CAR IN THE DITCH. DRIVER AIR BAG DID NOT DEPLOY, BUT PASSENGER SIDE DID. NO PASSENGER IN THE CAR. SAFETY CONCERNS OVER AIR BAG NOT WORKING PROPERLY. *JB

Problem:THE CONSUMER APPLIED THE BRAKES AND PEDAL WENT TO THE FLOOR. THE VEHICLE SUDDENLY ACCELERATED UNCONTROLLABLY. THE CONSUMER WAS ABLE TO CONTROL THE VEHICLE, AND DROVE IT TO THE DEALER FOR INSPECTION. HOWEVER THE MECHANIC COULD NOT DUPLICATE THE PROBLEM. THE CONSUMER INFORMED THE MECHANIC THAT THIS PROBLEM OCCURRED MORE THAN ONCE AND HAD NOT BEEN RESOLVED. *AK THIS PROBLEM WOULD OCCUR WHEN THE CONSUMER WAS ENTERING A PARKING SPACE, MAKING A LEFT TURN AT A LOW SPEED, AND WHEN THE CONSUMER'S FOOT WAS ON THE BRAKE. *SC

Problem:WHEN SHIFTING, THE VEHICLE DID NOT RESPOND TO THE GEARS AND THE RPM'S REVVED HIGH. ALSO A BURNING SMELL ENTERED THE PASSENGER CABIN AND THE DRIVER SHUT THE VEHICLE OFF. THE CONSUMER WAS ABLE TO RESTART THE VEHICLE. THE CAUSE OF THE PROBLEM HAD NOT BEEN DETERMINED. *JB THE CLUTCH POPPED AND WAS HARD TO DEPRESS.

THE RPM'S WENT OVER 6K AND SMOKE HAD COME FROM THE LEFT SIDE OF THE ENGINE. *SC
*JB

Problem:2004 HYUNDAI TIBURON. 5 SPEED MANUAL TRANSMISSION. CLUTCH BEGINNING TO FAIL/SLIP AT 27,000 MILES. 27,000 MILES FOR A CLUTCH IS NOTHING AS CLUTCHES HAVE BEEN KNOWN TO LAST AT LEAST 100,000 MILES. THIS IS A HAZARD, AS PREMATURE CLUTCH WEAR CAN RESULT IN AN ACCIDENT, PERHAPS A FATAL ONE.
*JB

Problem:I OWN A 2004 HYUNDAI TIBURON GT V6 CAR. I AM APART OF AN ONLINE CAR FORUM FOR MY SPECIFIC CAR. A NUMBER OF MY FELLOW TIBURON OWNERS AND I HAVE HAD THE SAME PROBLEM. OUR FACTORY CLUTCHES ON MANUAL CARS HAVE BEEN BREAKING AND NOT HOLDING THE HORSE POWER OF THE CAR. THIS IS A MAJOR CONCERN TO ME BECAUSE, IT HAPPENED TO ME WHILE DRIVING. THIS IS A HUGE SAFETY CONCERN BECAUSE I WAS NOT ABLE TO CONTROL MY VEHICLE TO THE EXTENT THAT I ORIGINALLY BOUGHT IT. THIS CLUTCH FAILURE PUT ME IN RISK OF AN ACCIDENT AND THANK GOD NOTHING BAD HAPPENED BEFORE IT WAS BROUGHT IN FOR A FIX. I BROUGHT IT INTO HYUNDAI AND THEY REFUSED TO FIX THE PROBLEM. AFTER A WEEK OF WARRANTY HELL WITH LAWYERS AND PHONE CALLS BACK AND FORTH THEY FINALLY FIXED THE PROBLEM. THEY SAID THAT THEY WOULD NEVER FIX THIS AGAIN. THEY ALSO DID SAY THAT THE CLUTCH "PREMATURELY SLIPPED" (BROKE). *JB

Problem:DT: CONTACT STATES DURING ROUTINE MAINTENANCE OF HIS VEHICLE, IT WAS DETERMINED THE REAR TIRES ON THE VEHICLE NEEDED TO BE REPLACED. THE CONSUMER CONTACTED THE VEHICLE MANUFACTURER; THEY TOLD HIM TO CONTACT THE TIRE MANUFACTURER. UPON EXAMINATION, THE MICHELIN DEALERSHIP STATED THE REAR END WAS OUT OF ALIGN CAUSING PREMATURE WEAR OF THE TIRES. THE VEHICLE HAS NOT BEEN BACK TO THE LOCAL DEALERSHIP AS OF YET. THE

CONTACT IS GOING TO CALL ON WEDNESDAY TO SET UP AN APPOINTMENT. *NM THE AIR BAG LIGHT CAME ON AND OFF. DEALER FIXED; BUT THE LIGHT CAME ON AGAIN. *TT

Problem:AT ABOUT 8,000 MILES ON THE CAR I NOTICED THAT THE CLUTCH WOULD NOT ALWAYS HOLD WHILE TRYING TO ACCELERATE TO MERGE WITH TRAFFIC. ALSO THE SYNCHRONIZATION GEARS STARTED TO ALLOW THE TRANSMISSION TO GRIND WHILE SHIFTING INTO OTHER GEARS AT ABOUT 10,000. HYUNDAI WARRANTED THE TRANSMISSION FOR THE SYNCROS, AND I AM SURE THEY WOULD HAVE WARRANTED THE CLUTCH TOO, BUT FOR THE HISTORY THAT THE CLUTCHES HAVE HAD IN OUR COMMUNITY (TIBURONS) I KNEW I WOULD HAVE TO REPLACE THE CLUTCH IN 20K MILES AGAIN. SO I DECIDED TO NOT HAVE THEM WARRANTY THE CLUTCH SO I COULD PUT IN A CLUTCH THAT I KNEW WOULD LAST LONGER THAN I PLANED ON OWNING THE VEHICLE. KIND OF SAD NOT TO HAVE FAITH IN YOUR MANUFACTURES PRODUCTS... *NM

Problem:DT: CONTACT STATES DURING ROUTINE MAINTENANCE OF HIS VEHICLE, IT WAS DETERMINED THE REAR TIRES ON THE VEHICLE NEEDED TO BE REPLACED. THE CONSUMER CONTACTED THE VEHICLE MANUFACTURER; THEY TOLD HIM TO CONTACT THE TIRE MANUFACTURER. UPON EXAMINATION, THE MICHELIN DEALERSHIP STATED THE REAR END WAS OUT OF ALIGN CAUSING PREMATURE WEAR OF THE TIRES. THE VEHICLE HAS NOT BEEN BACK TO THE LOCAL DEALERSHIP AS OF YET. THE CONTACT IS GOING TO CALL ON WEDNESDAY TO SET UP AN APPOINTMENT. *NM THE AIR BAG LIGHT CAME ON AND OFF. DEALER FIXED; BUT THE LIGHT CAME ON AGAIN. *TT

Problem:MY TRANSMISSION GOT STUCK INTO SECOND GEAR TOWED THE VEHICLE TO THE DEALERSHIP THEY REPLACED THE TRANSMISSION UNDER WARRANTY BUT TOLD ME I HAD TO REPLACE MY CLUTCH IT WAS TO WORN. THE CAR ONLY HAS 19000 MILES ON IT. *JB

Problem:I HAVE A 2004 HYUNDAI TIBURON GT. I ONLY HAVE 33000 MILES ON THE VEHICLE, AND ALREADY HAVING PROBLEMS WITH THE CLUTCH. I HAVE CHECKED MANY CHAT ROOMS AND FORUMS AND THERE ARE MANY OTHERS WITH THIS SAME VEHICLE HAVING THE SAME PROBLEMS. THIS IS A RECURRING ISSUE WITH MANY TIBURON OWNERS WITH RELATIVELY LOW MILES. I DO ALSO FEEL THAT THERE IS ALSO A SAFETY ISSUE AT RISK, BECAUSE THERE LIES THE POSSIBILITY THAT THE CLUTCH WERE TO COMPLETELY FAIL AND CAUSE THE TRANS. TO LOCK UP. SO SOME SORT OF NOTIFICATION TO HYUNDAI WOULD BE GREATLY APPRECIATED. *JB

Problem:2004 HYUNDAI TIBURON WAS INVOLVED IN AN ACCIDENT AND THE FRONT PASSENGER AIR BAG DEPLOYED BUT THE DRIVER SIDE AIR BAG DID NOT. *MR THE VEHICLE WAS DAMAGED ON THE DRIVER'S SIDE FRONT AND THERE WAS NO DAMAGE ON THE PASSENGER SIDE. THE MANUFACTURER CLAIMED THAT THE AIR BAG OPERATED AS DESIGNED. THE VEHICLE WAS TAKEN TOT HE DEALER AND REPAIRED. THE DEALER DID NOT REPLACED THE DRIVER'S SIDE AIR BAG BECAUSE THEY CLAIMED NOTHING WAS WRONG WITH IT. THE MECHANIC WILL NOT RELEASE THE CAR BECAUSE AFTER ALL THE REPLACEMENTS THE AIRBAG LIGHT WILL NOT GO OFF. THE CONSUMER BELIEVES THERE IS SOMETHING WRONG WITH THE AIRBAG SYSTEM ON THIS CAR. *BF *NM

Problem:ORIGINAL TIRES ON MY HYUNDAI TIBURON-MICHELIN PILOT, HX MXM4 RADIAL XSE 215/45/17 DEVELOPED SIDEWALL BUBBLES AT LESS THEN 1500 MILES. AUTHORIZED MICHELIN DEALERS SAID IT WAS A COMMON OCCURRENCE/COMPLAINT AND COMPANY CLAIMED IT WAS A ROAD HAZARD AND NOT COVERED UNDER THE TIRE WARRANTY. TIRE DEALERS TOLD ME THAT ON THIS TYPE OF TIRE THE SIDEWALLS CANNOT STAND THE STRESS OF ORDINARY DRIVING . *JB

Problem:I WAS DRIVING MY CAR ON 01-11-06 AND

NOTICED THAT IT WASN'T CATCHING WHEN I SHIFTED. I HAD NEXT TO NO ACCELERATION. ON 01-12-06 THE PROBLEM WORSENER. I GOT MY CAR OFF THE ROAD AND PARKED IT. I CALLED SEVERAL HYUNDAI DEALERSHIPS AND WAS TOLD THAT THE CLUTCH WAS GOING OUT AND THAT IT WOULD NOT BE A WARRANTY FIX EVEN WITH THE CAR ONLY HAVING 18,000 MILES ON IT. I WAS TOLD THAT IT WAS BECAUSE OF MY DRIVING. I FINALLY FOUND A SERVICE MANAGER WHO WAS WILLING TO LOOK UP THE TSB AND SAID THAT MY RESEARCH WAS CORRECT BUT THAT HE COULD NOT GUARANTEE ME A WARRANTY FIX. MY CAR WAS TOWED TO (ON 01-13-06) AND IS CURRENTLY SITTING AT AVONDALE HYUNDAI WAITING TO BE LOOKED AT. *JB

Problem:WHILE APPLYING THE BRAKE PEDAL, THE VEHICLE FAILED TO STOP. THIS CAUSED THE CONSUMER TO COLLIDE INTO THE VEHICLE IN FRONT OF HIM. THE DRIVER HAD TAKEN THE VEHICLE TO THE DEALER FOR INSPECTION, AND THE MECHANIC COULD NOT DUPLICATE THE PROBLEM. *AK THE INCIDENT OCCURRED TWICE IN 12 HOURS. *SC *JB

Problem:2004 HYUNDAI TIBURON 2.0/ 2.7 V6.(AFFECTED YEARS: 2003-2006?) ON MANUAL TRANSMISSION MODELS, CLUTCH SLAVE CYLINDER CONTAINS A "DELAY VALVE" THAT CAUSES "SLIPPING" AND EXCESSIVE WEAR ON CLUTCH COMPONENTS. REMOVAL OF SAID, "DELAY VALVE" IN CLUTCH SLAVE CYLINDER IS SOLUTION TO ELIMINATING THIS EXCESSIVE WEAR. FROM WHAT I HAVE READ, THERE HAS BEEN NO VOLUNTARY RECALL TO CORRECT THIS VERY SIMPLE ISSUE AND MANY PEOPLE HAVE SUFFERED "MASSIVE" CLUTCH FAILURES THAT ALSO INCLUDE AFTERMARKET CLUTCH COMPONENTS AND FLYWHEELS OF SUPERIOR STRENGTH OVER OEM. FAILURE OF THE CLUTCH COULD PUT SOMEONE AT RISK WHEN DRIVING DUE TO TOTAL FAILURE, OR PARTIAL FAILURE OF THE CLUTCH. I CURRENTLY HAVE 19500 MILES ON MY CAR, AND AM STILL WITHIN WARRANTY, BUT AM TOLD THAT THE CLUTCH WOULDN'T BE COVERED EVEN IF IT WAS FAILING. THAT SEEMS

TO BE THE STORY WITH 99% OF MANY PEOPLE I HAVE READ WHO ALSO OWN THE 2003-2006 TIBURON. MINE STILL WORKS AT THIS POINT, BUT I DON'T KNOW HOW MUCH PREMATURE DAMAGE THERE IS CURRENTLY DUE TO THE "DELAY VALVE". PLEASE CONSIDER LOOKING INTO THIS PROBLEM. HYUNDAI SHOULD BE HELD ACCOUNTABLE FOR THIS FAILED PART AND COVER IT 100 PERCENT. ALL WHILE RECALLING ALL 2003-2006 MODELS AND REMOVING THIS SLAVE CYLINDER"DELAY VALVE". *JB

Problem:2004 HYUNDAI TIBURON GT V6 16K WITH A BLOWN CLUTCH AND WARPED FLYWHEEL! HYUNDAI WON'T COVER THEIR MISTAKE! PLUS THEY WANT TO CHARGE ME \$71.50 JUST TO LOOK AT MY CAR EVEN THOUGH IT HAS 16K MILES AND THE WARRANTY IS UNTIL 60K MILES. *JB

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