

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JOHN TAMBURO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

**HYUNDAI MOTOR AMERICA
(CORPORATION), and GENESIS MOTOR
AMERICA LLC,**

Defendants.

No. 1:23-cv-00282

The Honorable Mary M. Rowland

**DEFENDANTS HYUNDAI MOTOR AMERICA, INC.
AND GENESIS MOTOR AMERICA LLC’S MOTION TO
STAY FURTHER PROCEEDINGS AND COMPEL ARBITRATION**

Defendants Hyundai Motor America, Inc. and Genesis Motor America LLC (together “Hyundai”) hereby move to compel arbitration of Plaintiff John Tamburo’s (“Plaintiff”) claims and stay this action pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* In support of this motion, Hyundai states as follows:

1. Plaintiff filed this putative class action lawsuit against Hyundai asserting that Hyundai failed to disclose that Verizon would stop supporting the 3G networks that provided connectivity for the BlueLink feature in his 2015 Hyundai Genesis. (Compl. ¶¶ 36, 56-89.) Plaintiff’s complaint lacks merit for numerous reasons, but that point aside, these claims do not belong in Court because Plaintiff agreed to arbitrate them.

2. Plaintiff is subject to a binding and enforceable written arbitration agreement in the Connected Services Agreement (“CSA”) between Plaintiff and Hyundai that requires Plaintiff to arbitrate all disputes relating to his vehicle or the BlueLink service on an individual basis, including the claims Plaintiff asserts in the complaint here.

3. Pursuant to the arbitration agreement in the CSA, Plaintiff agreed to arbitrate “any and all disputes and claims between us arising out of or relating to . . . Connected Services, Connected Services Systems, Service Plans, [or] your Vehicle” (Declaration of Vijay Rao, Ex. F, § 15.C; Ex. J, § 14.C). The CSA’s arbitration agreement also includes express language requiring Plaintiff’s claims to be resolved via arbitration on an individual basis. (*Id.*)

4. The CSA’s arbitration provision expressly delegates questions of “scope and enforceability of this arbitration provision” to the arbitrator. (*Id.*, Ex. F, § 15.C; Ex. J, § 14.C(c).)

5. Plaintiff’s allegations confirm his claims arise out of and relate to the Connected Services and his Hyundai vehicle, as his claims are based on his allegation (however mistaken) that Hyundai failed to disclose that the Connected Services in his vehicle would stop functioning at the end of 2022. (Compl. ¶¶ 36-39.)

6. In support of its motion, Hyundai relies on Plaintiff’s complaint and Defendants’ Brief in Support of Motion to Stay Further Proceedings and Compel Arbitration, including the related declaration and exhibits attached thereto, all of which are being filed contemporaneously herewith and are incorporated herein by reference.

WHEREFORE, for the foregoing reasons, and the reasons explained in Hyundai’s Memorandum of Law, Hyundai respectfully requests that this Court grant Hyundai’s motion in its entirety, compel Plaintiff to arbitrate his claims on an individual basis, stay the present proceedings, and grant such other relief that is proper and just.

Dated: May 30, 2023

Respectfully submitted,

By: /s/ Brian D. Straw _____

Jonathan Claydon
Brian D. Straw
Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601
(312) 456-8400 (Main)
claydonj@gtlaw.com
brian.straw@gtlaw.com

*Attorneys for Defendants Hyundai Motor
America, Inc. and Genesis Motor America
LLC*

CERTIFICATE OF SERVICE

I, Brian D. Straw, an attorney, certify that I electronically filed Defendants Hyundai Motor America, Inc. and Genesis Motor America LLC's Motion to Stay Further Proceedings and Compel Arbitration with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the parties of record on May 30, 2023.

/s/ Brian D. Straw

Attorney for Defendants