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14 *Counsel for Plaintiffs and the Proposed Classes*

15 UNITED STATES DISTRICT COURT

16 CENTRAL DISTRICT OF CALIFORNIA

17 JOSE ERAZO, KEVIN LITAM,  
MAURICE SCORSOLINI, and MARCUS  
18 LEWIS, individually and on behalf of all  
others similarly situated,

19 Plaintiffs,

20 vs.

21 SHIMANO NORTH AMERICA  
BICYCLE, INC., SHIMANO NORTH  
22 AMERICA HOLDING, INC.,  
SPECIALIZED BICYCLE  
23 COMPONENTS, INC., and TREK  
BICYCLE CORPORATION,

24 Defendants.

) Case No.:  
) CLASS ACTION COMPLAINT  
) DEMAND FOR JURY TRIAL

1 Jose Erazo, Kevin Litam, Maurice Scorsolini, and Marcus Lewis (collectively,  
2 “Plaintiffs”), on behalf of themselves and all others similarly situated, bring this Class  
3 Action Complaint against Defendants Shimano North America Bicycle Inc. and  
4 Shimano North America Holding Inc. (together, “Shimano”), Specialized Bicycle  
5 Components Inc. (“Specialized”) and Trek Bicycle Corporation (“Trek”) (together, the  
6 “Bicycle Manufacturer Defendants,” and with Shimano, “Defendants”), and upon  
7 personal knowledge as to Plaintiffs’ own conduct, and on information and belief as to  
8 all other matters based on an investigation by counsel, allege as follows:

9 **I. NATURE OF THE ACTION**

10 1. People trust and rely on manufacturers of bicycles and bicycle  
11 components to make safe products that do not give rise to a clear danger of personal  
12 injury.

13 2. A “crankset” is the component of the bicycle that the chain and pedals  
14 attach to for pedaling. An example of a crankset is pictured below.



25 3. The crankset is critical to the functionality of a bicycle because without it  
26 the bicycle cannot be pedaled. The crankset is also critical to the safety of the bicycle  
27 because if it breaks while the bicycle is being ridden, the operator of the bicycle can  
28 fall off the bicycle or lose control and crash – concerns which are particularly

1 applicable to modern “road” bicycles that are often ridden at high speed, near motor  
2 vehicles, with the operator’s feet clipped into the pedals attached to the end of the crank  
3 arms.

4 4. This case concerns certain “Hollowtech” 11-speed road cranksets (as  
5 defined below, the “Defective Cranksets”) sold and distributed by Shimano and  
6 equipped on bicycles manufactured and sold by the Bicycle Manufacturer Defendants.  
7 “Class Bicycles” refers to all bicycles sold by the Bicycle Manufacturer Defendants  
8 that came equipped with a Defective Crankset.

9 5. The Defective Cranksets share a common, uniform defect: the bonded  
10 crank parts can separate and break, posing a crash hazard to consumers. Examples of  
11 cranksets with certain bonded crank parts separated are pictured below.



16 6. As a result of the common defect, instead of functioning as intended and  
17 as consumers expect, the Defective Cranksets can separate while the bicycle is in  
18 operation, causing crashes and significant personal injuries.

19 7. The serious danger posed by the Defective Cranksets was not disclosed to  
20 consumers until September 21, 2023, when, after years of denials, Shimano finally  
21 acknowledged the widespread issue with the Defective Cranksets and issued a recall.

22 8. Even though Shimano has finally acknowledged the widespread issue, it  
23 is working hard to limit the cost of fixing the issue at the expense of consumers. Rather  
24 than offering to issue refunds or replacements for *all* of the Defective Cranksets,  
25 Shimano has taken the unconscionable position that only “[c]onsumers whose  
26 cranksets show signs of bonding separation or delamination during [an] inspection will  
27 be provided a free replacement crankset . . . that the dealer will professionally install.”  
28

1           9.       This proposed remedy is a nightmare for riders and bike shops. Owners  
2 are left without usable bicycles while they get in line with hundreds of thousands of  
3 other impacted cyclists to schedule and await an inspection. When the inspection  
4 finally happens, a local bicycle mechanic is tasked with making a complex engineering  
5 judgment to determine whether the crankset shows sufficient deterioration to merit  
6 replacement. Worse, those consumers whose cranksets are judged to be insufficiently  
7 separated at present to merit an immediate replacement – *i.e.*, those consumers whose  
8 cranksets do not “show signs of bonding separation or delamination during the  
9 inspection” – are left in the frightening position of having to continue riding a  
10 dangerous bicycle, waiting on their cranksets to separate and potentially cause a crash  
11 before Shimano will give them a new one.

12           10.       As a result of the undisclosed “Crankset Defect,” Plaintiffs and the other  
13 members of the proposed Classes (defined below) (collectively, the “Class”) were  
14 harmed and suffered actual damages.

15           11.       The Defective Cranksets were sold at bicycle stores for between \$270 and  
16 \$1,500 and also as a standard component on Class Bicycles sold by the Bicycle  
17 Manufacturer Defendants for many thousands of dollars. The Crankset Defect  
18 significantly diminishes the value of the Defective Cranksets and the Class Bicycles on  
19 which they were installed.

20           12.       Further, Plaintiffs and the other Class members did not receive the benefit  
21 of their bargain; rather, they purchased cranksets and bicycles that are of a lesser  
22 standard, grade, and quality than represented, and they did not receive cranksets and  
23 bicycles that met ordinary and reasonable consumer expectations regarding safe and  
24 reliable operation. Purchasers of Defective Cranksets or Class Bicycles paid more than  
25 they would have had the crankset defect been disclosed. Plaintiffs and the other Class  
26 members were deprived of having a safe, defect-free crankset installed on their  
27 bicycles, and Defendants unjustly benefited from the sale of these products and from  
28 the unconscionable limitations on the recall remedy now offered.

1           13. Plaintiffs and the other Class members also suffered damages in the form  
2 of out-of-pocket and loss-of-use expenses and costs, and, as a direct result of the  
3 deficient recall remedy, have out-of-pocket economic damage by virtue of their having  
4 incurred the expense of taking the time to bring their bicycle in for the mandated  
5 inspection.

6           **II. JURISDICTION AND VENUE**

7           14. This Court has subject-matter jurisdiction over this action pursuant to 28  
8 U.S.C. §1332(d)(2), as amended by the Class Action Fairness Act of 2005, because:  
9 (a) there are at least 100 class members; (b) the matter in controversy exceeds \$5  
10 million, exclusive of interest and costs; and (c) at least one plaintiff is a citizen of a  
11 different state than at least one defendant.

12           15. This Court has personal jurisdiction and venue over Defendant under 18  
13 U.S.C. §1965(b) and (d).

14           16. Venue is proper in this District under 28 U.S.C. §1391(b) because a  
15 substantial part of the events or omissions giving rise to the claims at issue occurred in  
16 this District and because Defendants are subject to the personal jurisdiction of this  
17 Court.

18           **III. PARTIES**

19           17. Plaintiff Jose Erazo (“Erazo”) is a resident of Fontana, California.

20           18. Erazo purchased a new Trek Emonda SL 7 Disc 52 BK-BL equipped with  
21 a Shimano Ultegra R-8000 crankset with the production code “RD” in January 2020.  
22 Erazo’s Class Bicycle and Shimano Ultegra R-8000 crankset were covered by written  
23 warranties. Erazo purchased the Class Bicycle from a Trek Bicycle Superstore in San  
24 Marcos, California. Through his exposure to Trek’s and Shimano’s advertisements,  
25 promotional materials, and other public statements, Erazo was aware of Trek’s and  
26 Shimano’s pervasive marketing messages that their bicycle products were high-quality  
27 and dependable, which was material to his decision to purchase the Class Bicycle.  
28 When Erazo acquired the Class Bicycle, he believed, based on Trek’s and Shimano’s

1 pervasive marketing messages, that he was purchasing a safe and dependable bicycle  
2 with a safe and dependable crankset – one that is higher-quality and more reliable than  
3 a crankset that is not marketed as high-quality and dependable. At no point before  
4 Erazo purchased his Class Bicycle equipped with a Shimano Ultegra R-8000 crankset  
5 did Trek or Shimano disclose that it was not high-quality or dependable, or that the  
6 crankset on the bicycle had a defect that made it susceptible to delamination and  
7 breaking. Upon information and belief, had Trek or Shimano disclosed the defect,  
8 Erazo would have heard, seen, and been aware of it (and, indeed, Erazo became aware  
9 of the defect shortly after Shimano, years later, disclosed it in September 2023). On or  
10 around September 22, 2023, shortly after the recall, Erazo inquired with Trek whether  
11 his Shimano Ultegra R-8000 crankset was eligible for replacement through the recall.  
12 The Trek representative advised Erazo that his crankset did not qualify because the  
13 crankset had not yet failed. Thus, Erazo is left in the unenviable position of either  
14 paying out of pocket for a new crankset or continuing to ride a dangerous bicycle while  
15 he waits on the crankset to break and potentially cause a crash and personal injury.  
16 Erazo had no way of knowing when he purchased his Class Bicycle equipped with a  
17 Shimano Ultegra R-8000 crankset that it was defective and only recently learned of the  
18 presence of the defect in September 2023, shortly before commencing his lawsuit. If  
19 Erazo had known about the defect, he either would have not purchased the Class  
20 Bicycle equipped with a Shimano Ultegra R-8000 crankset, or would have paid less to  
21 do so. Erazo would purchase Trek and Shimano bicycle products in the future if Trek’s  
22 and Shimano’s representations about their products, including with respect to their  
23 safety, quality, and durability, were accurate.

24 19. Plaintiff Kevin Litam (“Litam”) is a resident of Glendale, California.

25 20. Litam purchased a new BMC Roadmachine SLR03 bicycle that came  
26 equipped with a Shimano Ultegra FC-6800 crankset with the production code “NL.”  
27 Litam purchased the bicycle from Velo Pasadena Inc. in Pasadena, California for  
28 approximately \$2,800. Litam’s Shimano Ultegra FC-6800 crankset was covered by a

1 written warranty. Because of Shimano’s advertisements, promotional materials, and  
2 other public statements, Litam was aware of Shimano’s pervasive marketing messages  
3 that its bicycle components are high-quality and dependable, which was material to his  
4 decision to purchase the bicycle. Indeed, Litam specifically sought out a bicycle that  
5 was equipped with the Shimano Ultegra FC-6800 crankset because of his  
6 understanding that it was a high-quality and durable bicycle component.  
7 When Litam acquired the bicycle, he believed, based on BMC’s and Shimano’s  
8 pervasive marketing messages, that he was purchasing a safe, high-quality, and  
9 dependable bicycle, one that is safer and more reliable than a bicycle that is not so  
10 marketed. At no point before Litam purchased his bicycle did BMC or Shimano  
11 disclose that it was not safe or dependable, or that it was equipped with a Defective  
12 Crankset. Had Defendants disclosed the defect, Litam would have heard, seen, and  
13 been aware of it (and, indeed, Litam became aware of the Shimano recall shortly after  
14 Shimano finally announced it in September 2023). Litam had no way of knowing when  
15 he purchased his bicycle that it contained a Defective Crankset and only recently  
16 learned of the presence of the Crankset Defect in his bicycle in September 2023, shortly  
17 before commencing his lawsuit. To Litam’s knowledge, the Defective Crankset in his  
18 bicycle has not been repaired or replaced, and is not presently eligible for replacement  
19 under Shimano’s limited recall. The value of Litam’s bicycle has been diminished as a  
20 result of the Crankset Defect. If Litam had known about the Crankset Defect, he either  
21 would have not purchased the bicycle or would have paid less to do so. Litam would  
22 purchase bicycle products from BMC or Shimano in the future if Defendants’  
23 representations with respect to the safety, quality, and durability of those products were  
24 accurate.

25 21. Plaintiff Maurice Scorsolini is a resident of Davenport, Florida.

26 22. Scorsolini purchased a Giant Advanced SL (“Giant”) bicycle from The  
27 Pro’s Closet in July 2022 for approximately \$3,380.00. The bicycle was equipped with  
28 a Shimano Ultegra FC-6800 crankset with the production code “OC.” Through his

1 exposure to Giant’s and Shimano’s advertisements, promotional materials, and other  
2 public statements, Scorsolini was aware of Giant’s and Shimano’s pervasive marketing  
3 messages that their bicycle products are high-quality and dependable, which was  
4 material to his decision to purchase the Class Bicycle. When Scorsolini acquired the  
5 Class Bicycle, he believed, based on Giant’s and Shimano’s pervasive marketing  
6 message, that he was purchasing a safe, high-quality, and dependable bicycle, one that  
7 is safer and more reliable than a bicycle that is not so marketed. At no point before  
8 Scorsolini purchased his Class Bicycle did Giant or Shimano disclose that it was not  
9 safe or dependable, or that it was equipped with a Defective Crankset. Had Defendants  
10 disclosed the defect, Scorsolini would have heard, seen, and been aware of it (and,  
11 indeed, Scorsolini became aware of the defect shortly after it was finally disclosed by  
12 Shimano in September 2023). Scorsolini had no way of knowing when he purchased  
13 his Class Bicycle that it contained a Defective Crankset and only recently learned of  
14 the presence of the Crankset Defect in his Class Bicycle in September 2023, shortly  
15 before commencing his lawsuit. To Scorsolini’s knowledge, the Defective Crankset in  
16 his Class Bicycle has not been repaired or replaced, and is not presently eligible for  
17 replacement under Shimano’s limited recall. The value of Plaintiff’s Class Bicycle has  
18 been diminished as a result of the Crankset Defect. If Plaintiff had known about the  
19 Crankset Defect, he either would have not purchased the Class Bicycle, or would have  
20 paid less to do so. Plaintiff would purchase bicycle products from Giant or Shimano in  
21 the future if Defendants’ representations with respect to the safety, quality, and  
22 durability of those products were accurate.

23 23. Plaintiff Marcus Lewis (“Lewis”) is a resident of Chicago, Illinois.

24 24. Lewis purchased a new Specialized Tarmac Disk Comp SL6 bicycle that  
25 came equipped with a Shimano Ultegra FC-R8000 crankset with the production code  
26 “QD.” Lewis purchased the Class Bicycle from Kozy Inc. in Chicago, Illinois for over  
27 \$2,500. Lewis placed the Class Bicycle on layaway with Kozy Inc. in September 2019  
28 and completed the purchase and first took possession of the Class Bicycle in March



1 2023. Lewis’s Class Bicycle and Shimano Ultegra FC-R8000 crankset were covered  
2 by written warranties. Through his exposure to Specialized’s and Shimano’s  
3 advertisements, promotional materials, and other public statements, Lewis was aware  
4 of Specialized’s and Shimano’s pervasive marketing messages that their bicycle  
5 products were high-quality and dependable, which was material to his decision to  
6 purchase the Class Bicycle. When Lewis placed the Class Bicycle on layaway in  
7 September 2019, and when he completed the purchase and first took possession of the  
8 Class Bicycle in March 2023, he believed, based on Specialized’s and Shimano’s  
9 pervasive marketing messages, that he was purchasing a safe and dependable bicycle  
10 with a safe and dependable crankset – one that is higher-quality and more reliable than  
11 a crankset that is not marketed as high-quality and dependable. At no point before  
12 Lewis purchased his Class Bicycle equipped with a Shimano Ultegra R-8000 crankset  
13 did Specialized or Shimano disclose that it was not high-quality or dependable, or that  
14 the crankset on the bicycle had a defect that made it susceptible to delamination and  
15 breaking. Upon information and belief, had Specialized or Shimano disclosed the  
16 defect, Lewis would have heard, seen, and been aware of it (and, indeed, Lewis became  
17 aware of the defect shortly after Shimano disclosed it in September 2023). Since  
18 acquiring the Class Bicycle earlier this year, Lewis has not ridden it frequently, and  
19 thus the Defective Crankset is still in “like new” condition and, on information and  
20 belief, has not yet begun to “show signs of bonding separation or delamination”  
21 sufficient to warrant replacement under Shimano’s limited recall. Thus, Lewis is left  
22 in the unenviable position of either paying out of pocket for a new crankset or  
23 continuing to ride a dangerous Class Bicycle while he waits on the crankset to break  
24 and potentially cause a crash and personal injury. Lewis had no way of knowing when  
25 he purchased his Class Bicycle equipped with a Shimano Ultegra R-8000 crankset that  
26 it was defective and only recently learned of the presence of the defect in September  
27 2023, shortly before commencing his lawsuit. If Lewis had known about the defect, he  
28 either would have not purchased the Class Bicycle equipped with a Shimano Ultegra

1 R-8000 crankset, or would have paid less to do so. Lewis would purchase Specialized  
2 and Shimano bicycle products in the future if Specialized’s and Shimano’s  
3 representations about their products, including with respect to their safety, quality and  
4 durability, were accurate.

5 25. Defendant Shimano North America Bicycle Inc. is a California  
6 corporation with its principal place of business in Irvine, California.

7 26. Defendant Shimano North America Holding Inc. is a California  
8 corporation with its principal place of business in Irvine, California.

9 27. Defendant Specialized Bicycle Component Inc. is a Delaware corporation  
10 with its principal place of business in Morgan Hill, California.

11 28. Defendant Trek Bicycle Corporation is a Wisconsin corporation with its  
12 principal place of business in Waterloo, Wisconsin.

13 **IV. GENERAL FACTUAL ALLEGATIONS**

14 29. Plaintiffs bring this action on behalf of themselves and all persons  
15 similarly situated who purchased a Defective Crankset or Class Bicycle. Plaintiffs seek  
16 redress individually and on behalf of those similarly situated for economic losses  
17 stemming from Defendants’ distribution and/or sale of the Defective Cranksets and  
18 Class Bicycles, including but not limited to, diminished value. Plaintiffs, on behalf of  
19 themselves and those similarly situated, seek to recover damages and statutory  
20 penalties.

21 **A. The Defective Cranksets**

22 30. “Defective Cranksets” refers to the 11-Speed Bonded Hollowtech II Road  
23 Cranksets subject to Shimano’s September 21, 2023, recall, including the following  
24 models: Ultegra FC-6800, Dura-Ace FC-9000, Ultegra FC-R8000, Dura-Ace FC-  
25 R9100 and FC-R9100P. The recalled models were manufactured prior to July 2019 and  
26 have printed ‘Ultegra’ or ‘Dura Ace’ logos on the arm. The affected models have the  
27 following two-letter production code on the backside of the crank arm where the pedals  
28 are attached: KF, KG, KH, KI, KJ, KK, KL, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ,

1 LK, LL, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, NA, NB, NC, ND,  
2 NE, NF, NG, NH, NI, NJ, NK, NL, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK,  
3 OL, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, QA, QB, QC, QD, QE, QF, QG,  
4 QH, QI, QJ, QK, QL, RA, RB, RC, RD, RE, and RF. All Defective Cranksets suffer  
5 from the same defect, and, as a result of the defect, have an unreasonable tendency to  
6 break, separate, or delaminate during normal use, posing a crash hazard to consumers.  
7 The following image provides an example of how the Defective Cranksets can separate  
8 and break because of the defect.



18 31. Approximately 680,000 Defective Cranksets were sold for between \$270  
19 and \$1,500 each at bicycle stores nationwide – both as standalone components and as  
20 part of Class Bicycles sold by the Bicycle Manufacturer Defendants – from January  
21 2012 through August 2023.

22 **B. Defendants’ Prior Knowledge of Crankset Failure Injuries**

23 32. This is not the first time Shimano has produced and sold defective  
24 cranksets.

25 33. In 1997, Shimano issued a recall for 2.5 million bicycle cranksets installed  
26 on hundreds of models of mountain bikes. The faulty cranksets were manufactured  
27 from mid-1994 to mid-1995 and were installed mainly on low- to mid-priced mountain  
28 bikes sold under a number of brands, including Trek.

1 34. The recall was prompted by reports of rider injuries from broken  
2 cranksets. Shimano began receiving complaints in 1995, and, by the time of the recall  
3 in 1997, executives at Shimano’s Irvine, California headquarters acknowledged  
4 receiving at least 630 reports in North America of the cranksets breaking while in use,  
5 resulting in at least 22 rider injuries ranging from cuts to fractures.

6 **C. Defendants’ Knowledge of the Defective Cranksets**

7 35. Upon information and belief, Shimano and the Bicycle Manufacturer  
8 Defendants received customer complaints regarding the Defective Cranksets breaking  
9 or separating while in use years before Shimano issued a recall, and years before the  
10 Bicycle Manufacturer Defendants stopped selling the Defective Cranksets as  
11 components on Class Bicycles.

12 36. On September 1, 2016, a cyclist was riding at approximately 20 miles per  
13 hour on the “Bandy Loop” bicycling trail near Roanoke, Virginia, when, with  
14 absolutely no warning, the Shimano Ultegra 6800 11-speed crankset on the right-hand  
15 side of his bicycle snapped in two. As a result of the Defective Crankset breaking, the  
16 cyclist’s foot hit the pavement, he lost control of his bicycle, and he crashed into a  
17 ditch. The cyclist reported the issue to his bicycle shop on September 2, 2016. The  
18 bicycle shop immediately contacted Shimano, and Shimano responded that it was  
19 already aware of the problem.

20 37. In August 2017, a YouTube user named “Just Me” posted a video  
21 regarding a Shimano Ultegra 6800 crank failure. The video shows and describes a  
22 Defective Crankset that delaminated and snapped. The description of the video notes  
23 that “[t]he bond between the plastic part and the inner aluminum part has failed.” The  
24 video description further describes that Shimano replaced Defective Crankset, which,  
25 upon information and belief, means that the cyclist reported the issue to Shimano.

26 38. In November 2017, an Instagram account named “@thanksshimano” was  
27 opened and thereafter began posting images documenting problems with the Defective  
28 Cranksets. For example, an image posted on January 18, 2018 shows a failed Shimano

1 Ultegra FC-6800 Defective Crankset. The “@thanksshimano” Instagram account made  
2 *hundreds* of similar posts between 2018 and 2023. Upon information and belief,  
3 Shimano follows the “@thanksshimano” Instagram account and reviews its contents.

4 39. On the morning of January 15, 2020, a cyclist was riding his bicycle in the  
5 rain on his commute to work when, just as he came out of a corner and stood up on his  
6 pedals, his Shimano Ultegra 6800 Defective Crankset failed spectacularly. The incident  
7 was subsequently researched by a bicycle journalist working for [www.bikeradar.com](http://www.bikeradar.com).  
8 The journalist raised the incident with Shimano, and asked if Shimano was aware of a  
9 pattern of failures with its Hollowtech cranksets. The journalist reported that Shimano  
10 denied that the cranksets were defective and stated that the reported incident ““was an  
11 anomaly”” and further that Shimano ““work[s] hard to make sure our products meet  
12 our exacting quality standards before they leave our factories.””

13 40. On October 17, 2021, a rider posted on the blog [www.road.cc](http://www.road.cc) describing  
14 an incident in which the Defective Crankset on his bicycle split in two and caused him  
15 to crash. On November 16, 2021, [www.road.cc](http://www.road.cc) further reported on the issue in an  
16 article titled “Shimano denies design problem with Hollowtech cranks despite reports  
17 of cracked arms,” with a sub-headline reading “Shimano says that there isn’t a design  
18 problem with its Hollowtech cranks despite reports of a pattern of failures.” The report  
19 states that “[w]e brought the reported failures of cranks to the company’s attention and  
20 in a nutshell, Shimano says there is no design problem.” The report quotes Shimano as  
21 stating, among other things, that “[c]rank failures do occur, even though our cranks do  
22 not have any design problems . . . We would like to be able to give further details, but  
23 we cannot at this point . . . .” Shimano’s response further confirmed that Shimano was  
24 conducting an internal investigation into the Defective Cranksets.

25 41. On February 3, 2022, Hambini Performance Engineering published an  
26 engineering analysis of a Defective Crankset failure. The report states that: “Shimano  
27 have had some issues with their high end cranksets in recent times. It seems as though  
28 the Ultegra and Dura Ace cranksets are the primary units affected. There have been



1 45. With respect to its overall bicycle engineering and manufacturing  
2 capabilities, Shimano told consumers that “we realize innovative new products  
3 excelling both in high precision and in durability by the metal-processing technologies  
4 we have developed for many years.”

5 46. Shimano’s website describes the entire Hollowtech II series, which  
6 includes all of the Defective Cranksets, as “simply the most optimized crankset design  
7 on the market,” with “the best balance of stiffness, strength, weight and rotating  
8 performance,” and “high-precision sealing in the bearing area to increase durability  
9 maintaining the excellent rotating performance for long periods.”

10 47. Beginning at least as early as 2012, Shimano representatives told bicycle  
11 media outlets that the Defective Cranksets offer “the best choice in terms of  
12 performance, strength and longevity.”

13 48. Shimano told consumers that the Defective Cranksets sold under the Dura-  
14 Ace brand delivered “the finest mechanical performance,” that the Hollowtech II  
15 construction “put[] strength just where it’s needed” and delivered “a truly dominating  
16 performance,” and that “[w]hen you ride DURA-ACE, you’re riding to win.”

17 49. Shimano told consumers that the Defective Cranksets sold under the  
18 Ultegra brand were “pro-proven,” with “state of the art technology” that provided “the  
19 best balance of stiffness, strength, weight, and rotating performance.”

20 50. None of these representations made by Shimano was accurate. The  
21 Defective Cranksets were not “durable,” “strong,” or “the best choice in terms of  
22 performance, strength and longevity.” They did not provide “excellent rotating  
23 performance for long periods,” “put strength just where it’s needed,” or appropriately  
24 balance strength with other performance objectives. Shimano omitted, and did not  
25 disclose, the safety defect pervading the Defective Cranksets until September 21, 2023.

26 51. Specialized regularly touted the quality and reliability of its Class  
27 Bicycles. Specialized boldly and broadly proclaimed to consumers that its Class  
28 Bicycles were “perfect,” “simply the best,” and included “every possible advantage”

1 for cyclists to “deliver you the perfect ride.” The following is one example of  
2 Specialized’s pervasive marketing of its bicycles as flawless and high-quality:

3 **Bikes**

4 Perfection. It's hard to define, yet easy to recognize. We specialize in the science of perfection, however, and every road bike we  
5 make embodies it. No matter your motivation or discipline, you'll benefit from our attention to detail and innovative spirit. So  
6 whether you're getting dirty on cyclocross bikes, leaving it all on the road, or testing your limits in a triathlon, you can rest assured  
7 that the bike underneath you is simply the best.

8 52. Specialized further advertised that its road bicycles (including its Class  
9 Bicycles) “set the standard by which all others are measured,” “perform flawlessly for  
10 every rider,” and have “no weaknesses.” As one example of Specialized’s pervasive  
11 marketing regarding the quality of its Class Bicycles, Specialized claimed that, with  
12 respect to its Tarmac SL6 Class Bicycle, it “scrutinized every single aspect . . . to ensure  
13 you’re getting the perfect ride,” and further that it came with high-quality “no fuss”  
14 components – which included Shimano Ultegra Defective Cranksets – that kept  
15 “weight low and durability high.” With respect to Specialized’s higher-end Class  
16 Bicycles that included the Shimano Dura-Ace Defective Cranksets, Specialized told  
17 customers that their “perfect” bicycles deserved “the utmost in dressings,” which is  
18 why Specialized “outfitted it with components that share an equally impressive history,  
19 like Shimano Dura-Ace 9000 . . . that [is] primed to make mincemeat out of the world’s  
20 toughest climbs and descents.”

21 53. None of these representations made by Specialized was accurate. Far from  
22 being “perfect,” having “no weaknesses,” and allowing riders to “rest assured that the  
23 bike underneath [them] is simply the best,” Specialized Class Bicycles came equipped  
24 with Defective Cranksets that can separate and fail without warning and cause a crash  
25 and significant personal injury. Specialized omitted, and did not disclose, that its Class  
26 Bicycles in fact were equipped with defective cranksets.

27 54. Trek regularly touted the quality of its Class Bicycles. Trek holds itself  
28 out as selling “[t]he world’s best bikes and cycling gear,” and, with respect to its  
“performance road bikes” (which includes the Class Bicycles), Trek promised  
consumers that its bikes would “deliver the ultimate performance.” Trek tells



1 consumers that each of its bicycles comes with “a carefully selected combination of  
2 parts,” including “the crank,” and that Shimano in particular “makes incredible  
3 components for our bikes which have their own benefits to better suit how you like to  
4 ride.” Trek Class Bicycles equipped with Defective Cranksets were marketed as  
5 containing “high-end” Shimano cranksets. Trek so integrated Shimano’s branding and  
6 components into its own branding and marketing that Trek painted Shimano’s logo on  
7 certain high-end Trek Class Bicycles alongside the Trek logo:



19 55. None of these representations made by Trek was accurate. Trek Class  
20 Bicycles are not “the world’s best bikes and cycling gear” and do not come with  
21 “incredible” and “high-end” Shimano cranksets that “better suit how [cyclists] like to  
22 ride.” Rather, the Trek Class Bicycles were equipped with Defective Cranksets made  
23 by Shimano that can unexpectedly separate and fail, causing crashes and significant  
24 personal injury. Trek omitted, and did not disclose, that its Class Bicycles in fact were  
25 equipped with defective cranksets.

26 **E. The Inadequate Recall**

27 56. On September 21, 2023, Shimano finally issued a recall on the Defective  
28 Cranksets.

1           57. According to Shimano’s recall, the Defective Cranksets “can separate and  
2 break, posing a crash hazard to consumers,” and “[c]onsumers should immediately stop  
3 using the cranksets manufactured before July 1, 2019, and contact an authorized  
4 Shimano dealer to schedule a free crankset inspection.”

5           58. There are a number of problems and shortcomings with Shimano’s  
6 proposed recall remedy.

7           a) First, hundreds of thousands of consumers are now left without a bicycle  
8 while they navigate the process of attempting to schedule a time-  
9 consuming inspection with a finite number of local bicycle mechanics  
10 alongside hundreds of thousands of other impacted cyclists. This process  
11 will inevitably cause consumers to be without their bicycles for extended  
12 periods of time while they await the initial inspection.

13           b) Second, Shimano touts the Defective Cranksets as sophisticated pieces  
14 of performance engineering, but, to save money during the recall, is  
15 deferring to local bike shops to make an important engineering  
16 determination – whether any particular Defective Crankset shows “signs  
17 of bonding separation or delamination” – that is critical to rider safety.  
18 Many local bicycle mechanics are not engineers and should not be put  
19 in the position of making complicated engineering judgments related to  
20 a critical safety issue (and incurring the potential legal liability in the  
21 event a replacement is denied and the Defective Crankset later breaks  
22 and causes an injury). Making matters worse, on information and belief,  
23 the bicycle mechanics are being asked to make this engineering  
24 judgment based solely on a visual inspection, without the benefit of  
25 stress testing.

26           c) Third, and most importantly, rather than offering to repair or replace (or  
27 refund) each of the approximately 680,000 Defective Cranksets subject  
28 to the U.S. recall, Shimano’s proposed recall remedy states that only

1 “[c]onsumers whose cranksets show signs of bonding separation or  
2 delamination during the inspection will be provided a free replacement  
3 crankset . . . that the dealer will professionally install.” In other words,  
4 ***Shimano is not offering any remedy for Defective Cranksets that have***  
5 ***not yet begun to fail***, and consumers who own a Defective Crankset that  
6 has not already begun to fail are left in the frightening position of having  
7 to ride a dangerous bicycle for months or years, waiting on their  
8 cranksets to separate and potentially cause a crash before Shimano will  
9 give them a new one.

10 d) Fourth, if consumers have already discarded their Defective Cranksets  
11 or attempted to fix it themselves, they are, upon information and belief,  
12 ineligible to participate in the recall.

13 e) Fifth, those consumers eligible to receive a replacement are not made  
14 whole as part of the recall. Rather than providing customers a non-  
15 defective component of equivalent specification and value, Shimano is  
16 replacing the 11-speed Defective Cranksets with 12-speed cranksets.  
17 These 12-speed cranksets may not properly integrate with the balance of  
18 the components on any particular bicycle – for example, the replacement  
19 12-speed cranksets are geared to better interact with the gear ratios of a  
20 12-speed cassette, which most or all consumers replacing an 11-speed  
21 Defective Crankset will not have equipped on their bike. And even  
22 putting compatibility with other components aside, the replacement 12-  
23 speed crankset may not be the desired or optimum performance choice  
24 for any particular owner of a Defective Crankset, all of whom had  
25 previously selected and purchased an 11-speed crankset as their  
26 optimum choice.

27 59. Shimano made the decision to unreasonably limit the proposed recall  
28 remedy for profit reasons. Each of the approximately 680,000 Defective Cranksets sold

1 for between \$270 and \$1,500. Doing the right thing and replacing *all* of the Defective  
2 Cranksets would, on information and belief, cost Shimano hundreds of millions of  
3 dollars. By instead issuing a narrow recall with a plainly inadequate remedy – shop  
4 inspection followed by only replacing the subset of Defective Cranksets that have  
5 already begun to fail – Shimano will save significant money at the expense of rider  
6 safety.

7 60. Upon information and belief, Shimano does not have a sufficient quantity  
8 of non-defective cranksets to replace all of the Defective Cranksets.

9 61. Neither Specialized nor Trek have issued a recall on the Class Bicycles.

10 62. Plaintiffs’ counsel, on behalf of Plaintiffs, served Defendants with notice  
11 of their violations of applicable consumer-protection and warranty laws related to the  
12 Defective Cranksets and demanded that Defendants correct or agree to correct the  
13 actions described therein.

14 **F. Economic Injury to the Classes from the Diminished Value of the**  
15 **Defective Cranksets and Class Bicycles**

16 63. The Defective Cranksets and Class Bicycles were worth less than the  
17 prices the Class members paid for them. When assessing the value of a crankset or  
18 bicycle and whether to purchase it, neither the market nor any reasonable consumer  
19 would ignore the material danger involving bonded crank parts that separate and break,  
20 posing a crash hazard to consumers. Consequently, Plaintiffs paid more for their  
21 Defective Cranksets and Class Bicycles than they otherwise would have because of the  
22 Crankset Defect, or they purchased Defective Cranksets and/or Class Bicycles that they  
23 otherwise would not have purchased.

24 64. By concealing the Crankset Defect, Defendants distorted and  
25 misrepresented the true value of every Defective Crankset and Class Bicycle. Every  
26 Plaintiff and Class member received a Defective Crankset and/or Class Bicycle with  
27 different characteristics and of different and substantially lesser value than they  
28 reasonably believed they were receiving. Accordingly, Plaintiffs and the other Class

1 members did not realize the benefit of their bargain in purchasing the Defective  
2 Cranksets and Class Bicycles, and their expectations as ordinary reasonable consumers  
3 were not met.

4 65. The Defective Cranksets are but one of the broader sets of “drivetrain” or  
5 “groupset” bicycle components, which include not only the crankset but also, among  
6 other things, the brake levers/shift levers, rear derailleur, front derailleur, and cassette  
7 (the gear sprockets at the rear of the bike). Consumers often purchase these components  
8 as part of a single complete set, *i.e.*, many consumers who purchased a Dura-Ace 9100  
9 Defective Crankset also purchased matching Dura-Ace groupset components, all of  
10 which were designed and styled to go together on the bicycle. Because of the Defective  
11 Cranksets, many consumers will now be forced to either (a) purchase a non-matching  
12 crankset to replace the Defective Crankset, and incur the related performance and  
13 aesthetic cost, or (b) replace the entire groupset, and incur significant additional out-  
14 of-pocket expenses.

15 66. Shimano’s September 21, 2023, recall of the Defective Cranksets was  
16 widely publicized in the cycling community, and Shimano’s inadequate recall remedy  
17 (*i.e.*, only replacing those Defective Cranksets that have already begun to delaminate  
18 or crack) sparked consternation among cyclists. Shimano’s limited recall has thus  
19 tainted the resale market for Defective Cranksets and Class Bicycles because, upon  
20 information and belief, subsequent purchasers will be less likely to shop for and  
21 purchase Class Bicycles out of concern that many will not qualify for replacement of  
22 the Defective Crankset under Shimano’s recall.

23 67. For these reasons, every Defective Crankset and Class Bicycle was worth  
24 less than what Plaintiffs and the other Class members paid for them.

## 25 **V. TOLLING ALLEGATIONS**

26 68. Plaintiffs and the other Class members had no knowledge of the  
27 misconduct and concealment alleged herein, or of facts sufficient to place them on  
28

1 inquiry notice of the claims set forth herein, until September 2023 when Shimano  
2 recalled the Defective Crankset.

3         69. Plaintiffs and the other Class members are consumers who purchased  
4 Defective Cranksets and Class Bicycles. No information in the public domain was  
5 available to the Plaintiffs and the other Class members prior to August 2023 that  
6 revealed sufficient information to suggest that Defendants were involved in the  
7 misconduct or concealment alleged herein. Therefore, the statute of limitations did not  
8 begin to run because Plaintiffs and the other Class members did not and could not  
9 discover their claims.

10         70. In the alternative, the statute of limitations did not begin to run because  
11 the Defendants fraudulently concealed the Defective Cranksets until, at the earliest,  
12 September 2023. On information and belief, Defendant Shimano and the Bicycle  
13 Manufacturer Defendants have known of the defects in the cranksets for years, through,  
14 among other sources, customer complaints, warranty repairs, internal investigations,  
15 and/or public reporting. Defendants knew of the defects well before the Plaintiffs and  
16 many of the other Class members purchased the Defective Cranksets and/or Class  
17 Bicycles, and have concealed from or failed to notify Plaintiffs, the other Class  
18 members, and the public of the full and complete nature of the Crankset Defect.

19         71. Plaintiffs and the other Class members had no means of obtaining any  
20 facts or information concerning any aspect of Shimano's investigation into the  
21 Defective Cranksets (which Shimano refused to disclose publicly) or Shimano's  
22 dealings with the Bicycle Manufacturer Defendants, much less the fact that they had  
23 engaged in the misconduct and concealment alleged herein. For these reasons, the  
24 statute of limitations as to Plaintiffs' and the other Class members' claims did not begin  
25 to run and has been tolled with respect to the claims that Plaintiffs and the other Class  
26 members have alleged in this Complaint.

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1           **VI. CLASS ALLEGATIONS**

2           72. The Classes' claims all derive directly from the same Defective Cranksets.  
3 This case is about the responsibility of Shimano and the Bicycle Manufacturer  
4 Defendants for their products and the affirmative statements and omissions they made  
5 with respect to their products. Shimano and the Bicycle Manufacturer Defendants have  
6 engaged in uniform and standardized conduct toward the Classes – they did not  
7 differentiate, in degree of care or candor, in their actions or inactions, or in the content  
8 of their statements or omissions, among individual Class members. The objective facts  
9 on these subjects are the same for all Class members. Within each claim for relief  
10 asserted by the respective Classes, the same legal standards govern. Additionally, many  
11 states, and for some claims all states, share the same legal standards and elements of  
12 proof, facilitating the certification of multistate or nationwide classes for some or all  
13 claims. Accordingly, Plaintiffs bring this lawsuit as a class action on their own behalf  
14 and on behalf of all other persons similarly situated as members of the proposes Classes  
15 pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and/or (b)(2) and/or  
16 (c)(4). This action satisfies the numerosity, commonality, typicality, adequacy,  
17 predominance, and superiority requirements of those provisions.

18           73. **The Nationwide Consumer Class:** Plaintiffs bring this action and seek  
19 to certify and maintain it as a class action under Rules 23(a) and/or (b)(3) and/or (b)(2)  
20 and/or (c)(4) of the Federal Rules of Civil Procedure on behalf of themselves and a  
21 Nationwide Consumer Class defined as follows:

22           All persons in the United States who, prior to the date on which the  
23 Defective Cranksets were recalled, purchased a Defective Crankset or  
24 a bicycle containing a Defective Crankset, and who: (i) still own the  
25 Defective Crankset, (ii) sold the Defective Crankset after the date on  
26 which the Defective Cranksets were recalled, or (iii) discarded the  
27 Defective Crankset after it failed or was recalled.  
28

1           74.    **The State Consumer Classes:** Plaintiffs allege statewide class action  
2 claims on behalf of classes in the following states: California, Florida, and Illinois.  
3 Each of these State Consumer Classes is initially defined as follows:

4           All persons who, prior to the date on which the Defective Cranksets  
5 were recalled, purchased a Defective Crankset or a bicycle containing  
6 a Defective Crankset in the state of \_\_\_\_\_ (e.g., California), and who  
7 (i) still own the Defective Crankset, (ii) sold the Defective Crankset  
8 after the date on which the Defective Cranksets were recalled, or  
9 (iii) discarded the Defective Crankset after it failed or was recalled.<sup>1</sup>

10           75.    The Nationwide and State Consumer Classes and their members are  
11 referred to herein as the “Class” or “Classes.”

12           76.    Excluded from each Class are Shimano and the Bicycle Manufacturer  
13 Defendants, their employees, officers, directors, legal representatives, heirs, successors  
14 and wholly or partly owned subsidiaries or affiliates of Shimano and the Bicycle  
15 Manufacturer Defendants; Class Counsel and their employees; and the judicial officers  
16 and their immediate family members and associated court staff assigned to this case.

17           77.    This action satisfies the requirements of Federal Rule of Civil Procedure  
18 23(a)(1). Hundreds of thousands of Defective Cranksets were sold nationwide,  
19 individually, and as part of Class Bicycles. Individual joinder of all Class members is  
20 impracticable.

21           78.    Each of the Classes is ascertainable because its members can be readily  
22 identified using sales records, production records, and other information kept by  
23 Shimano and the Bicycle Manufacturer Defendants or third parties in the usual course  
24 of business and within their control. Plaintiffs anticipate providing appropriate notice  
25 to each certified Class, in compliance with Federal Rule of Civil Procedure

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26  
27 <sup>1</sup> Consistent with Federal Rule of Civil Procedure 23(c)(5) which authorizes the  
28 creation of Classes “[w]hen appropriate,” Plaintiffs reserve their right to modify the  
Class and the State Classes as discovery progresses and at the class certification stage.  
Fed. R. Civ. P. 23(c)(5).



1 23(c)(1)(2)(A) and/or (B), to be approved by the Court after class certification, or  
2 pursuant to court order under Federal Rule of Civil Procedure 23(d).

3 79. This action satisfies the requirements of Federal Rule of Civil Procedure  
4 23(a)(2) and 23(b)(3) because questions of law and fact that have common answers that  
5 are the same for each of the respective Classes predominate over questions affecting  
6 only individual Class members. These include, without limitation, the following:

- 7 a) whether the Defective Cranksets are defective;
- 8 b) whether the Class Bicycles are equipped with the Defective  
9 Cranksets;
- 10 c) whether the Defective Cranksets suffer from the same defect;
- 11 d) whether Defendants knew or should have known about the defect,  
12 and, if so, for how long;
- 13 e) whether the Defective Cranksets pose an unreasonable safety risk to  
14 consumers;
- 15 f) whether the defective nature of the Defective Cranksets constitutes a  
16 material fact reasonable consumers would have considered in  
17 deciding whether to purchase a Defective Crankset or bicycle  
18 containing a Defective Crankset;
- 19 g) whether Defendants had a duty to disclose the defective nature of the  
20 Defective Cranksets to Plaintiffs and the other Class members;
- 21 h) whether Defendants omitted and failed to disclose material facts about  
22 the Defective Cranksets;
- 23 i) whether Defendants' concealment of the true nature of the Defective  
24 Cranksets induced Plaintiffs and Class members to act to their  
25 detriment by purchasing the Defective Cranksets or bicycles  
26 containing the Defective Cranksets;

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- j) whether Defendants conduct tolls any or all applicable limitations periods by acts of fraudulent concealment, application of the discovery rule, or equitable estoppel;
- k) whether Defendants misrepresented that the Defective Cranksets or bicycles containing the Defective Cranksets were safe, made of high-quality materials, and reliable;
- l) whether Defendants engaged in unfair, deceptive, and unlawful acts or practices in trade or commerce by failing to disclose that the Defective Cranksets were defective;
- m) whether Defendants' conduct, as alleged herein, was likely to mislead a reasonable consumer;
- n) whether Defendants' statements, concealments, and omissions regarding the Defective Cranksets were material, in that a reasonable consumer could consider them important in purchasing, selling, maintaining, or operating the Defective Cranksets or bicycles containing the Defective Cranksets;
- o) whether Defendants violated each of the States' consumer protection statutes, and if so, what remedies are available under those statutes;
- p) whether the Defective Cranksets were unfit for the ordinary purposes for which they were used, in violation of the implied warranty of merchantability;
- q) whether Plaintiffs and the other Class members are entitled to a declaratory judgment stating that the Defective Cranksets are defective and/or not merchantable;
- r) whether Defendants' unlawful, unfair, and/or deceptive practices harmed Plaintiffs and the other Class members;
- s) whether Defendants have been unjustly enriched by their conduct; and

1 t) what aggregate amounts of statutory penalties are sufficient to punish  
2 and deter Defendants and to vindicate statutory and public policy.

3 80. The violations of law and resulting harms alleged by the named Plaintiffs  
4 are typical of the legal violations and harms suffered by all Class members. All such  
5 claims arise out of the same wrongful course of conduct engaged in by Defendants in  
6 violation of law as described herein. Further, the damages of each member of the  
7 Classes were caused directly by Defendant's wrongful conduct in violation of the law  
8 as alleged herein.

9 81. Plaintiffs will fairly and adequately protect the interests of the Classes. By  
10 prevailing on their own claims, Plaintiffs will establish Defendants' liability to all Class  
11 members. Plaintiffs' counsel are unaware of any conflicts of interest between the Class  
12 representatives and absent Class members with respect to the matters at issue in this  
13 litigation; the Class representatives will vigorously prosecute the suit on behalf of the  
14 Class; and the Class representatives are represented by counsel with substantial  
15 experience in complex and class action litigation, including consumer class actions.  
16 Plaintiffs' attorneys have investigated the claims in this action and have committed  
17 sufficient resources to represent the Class.

18 82. The maintenance of the action as a class action will be superior to other  
19 available methods of adjudication and will promote the convenient administration of  
20 justice. Because the damages suffered by each individual Class member may be  
21 relatively small, the expense and burden of individual litigation would make it very  
22 difficult or impossible for individual Class members to redress the wrongs done to each  
23 of them individually, such that most or all Class members would have no rational  
24 economic interest in individually controlling the prosecution of specific actions, and  
25 the burden imposed on the judicial system by individual litigation by even a small  
26 fraction of the Class would be enormous, making class adjudication the superior  
27 alternative under Federal Rule of Civil Procedure 23(b)(3)(A). Moreover, the  
28 prosecution of separate actions by individual members of the Class could result in

1 inconsistent or varying adjudications with respect to individual members of the Class  
2 and/or Defendants.

3 83. The conduct of this action as a class action presents far fewer management  
4 difficulties, far better conserves judicial resources and the parties' resources, and far  
5 more effectively protects the rights of each Class member than would piecemeal  
6 litigation. Compared to the expense, burdens, inconsistencies, economic infeasibility,  
7 and inefficiencies of individualized litigation, the challenges of managing this action  
8 as a class action are substantially outweighed by the benefits to the legitimate interests  
9 of the parties, the court, and the public of class treatment in this court, making class  
10 adjudication superior to other alternatives, under Federal Rule of Civil Procedure  
11 23(b)(3)(D).

12 84. Plaintiffs reserve the right to seek certification of Rule 23(c)(4) of  
13 common questions related to Defendants' knowledge, conduct, and duties.

14 85. The Classes expressly disclaim any recovery in this action for physical  
15 injury resulting from the Defective Cranksets without waiving or dismissing such  
16 claims. Injuries suffered in bicycle crashes as a result of Defective Cranksets constitute  
17 evidence supporting various claims, including diminution of value, and are continuing  
18 to occur because of Shimano's delays and inaction regarding the commencement and  
19 completion of a meaningful recall. The increased risk of injury from the Defective  
20 Cranksets serves as an independent justification for the relief sought by Plaintiffs and  
21 the other Class members.

22 **VII. CAUSES OF ACTION**

23 **CLAIMS ASSERTED ON BEHALF OF THE NATIONWIDE CLASS**

24 **Nationwide Count 1: Unjust Enrichment Against Shimano and the Bicycle**  
25 **Manufacturer Defendants**

26 86. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
27 fully set forth herein.

28

1           87. Plaintiffs bring this count under California law, individually and on behalf  
2 of the other members of the Nationwide Class against Shimano and the Bicycle  
3 Manufacturer Defendants.

4           88. When they purchased cranksets or the Class Bicycles, Plaintiffs and the  
5 other Class members conferred tangible and material economic benefits upon Shimano  
6 and/or the Bicycle Manufacturer Defendants, who readily accepted and retained these  
7 benefits.

8           89. Plaintiffs and the other Class members would not have purchased their  
9 cranksets and/or Class Bicycles, or would have paid less for them, had they known of  
10 the Crankset Defect at the time of purchase. Therefore, Shimano and the Bicycle  
11 Manufacturer Defendants profited from the sale of the cranksets and Class Bicycles to  
12 the detriment and expense of Plaintiffs and the other Class members.

13           90. Shimano and the Bicycle Manufacturer Defendants appreciated these  
14 economic benefits. These benefits were the expected result of Shimano and the Bicycle  
15 Manufacturer Defendants acting in their pecuniary interest at the expense of their  
16 customers. They knew of these benefits because they were aware of the Crankset  
17 Defect, yet they failed to disclose this knowledge and misled the Plaintiffs and the other  
18 Class members regarding the nature and quality of the cranksets and/or Class Bicycles  
19 while profiting from this deception.

20           91. It would be unjust, inequitable, and unconscionable for Shimano and the  
21 Bicycle Manufacturer Defendants to retain these benefits, including because they were  
22 procured as a result of their wrongful conduct alleged above.

23           92. Plaintiffs and the other Class members are entitled to restitution of the  
24 benefits Shimano and the Bicycle Manufacturer Defendants unjustly retained and/or  
25 any amounts necessary to return Plaintiffs and the other Class members to the position  
26 they occupied prior to dealing with those Defendants, with such amounts to be  
27 determined at trial.

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1 93. Plaintiffs plead this claim separately as well as in the alternative to their  
2 claims for damages under Federal Rule of Civil Procedure 8(a)(3), because if the Court  
3 dismisses Plaintiffs' claims for damages and enters judgment on them in favor of  
4 Shimano and the Bicycle Manufacturer Defendants, Plaintiffs will have no adequate  
5 legal remedy.

6 **CLAIMS ASSERTED ON BEHALF OF STATE CONSUMER CLASSES**

7 **California Count 1: Breach of Express Warranty (Cal. Com. Code §2313)**

8 **Against Shimano**

9 94. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
10 fully set forth herein.

11 95. Erazo and Litam (the "California Plaintiffs") bring this count under  
12 California law, individually and on behalf of the other members of the California Class  
13 against Shimano and the Bicycle Manufacturer Defendants for their respective Class  
14 Bicycles.

15 96. The cranksets and the Class Bicycles are "goods" under Cal. Com. Code  
16 §2105(1).

17 97. Shimano is a "merchant" and "seller" of the cranksets under Cal. Com.  
18 Code §§2104(1) and 2103(1)(d), respectively.

19 98. Plaintiffs and the other Class members who purchased the cranksets and  
20 Class Bicycles in California are "buyers" under Cal. Com. Code §2103(1)(a).

21 99. Shimano issued an express written warranty for each defective crankset  
22 they sold, including that:

23 a) The cranksets would be free of defects in materials and  
24 workmanship at the time of sale; and

25 b) The cranksets were safe and reliable, and their cranksets would  
26 function properly during the operation of the bicycles.

27 100. The warranties listed above formed the basis of the bargain with regard to  
28 Plaintiffs' and the other Class members' purchase of the cranksets and Class Bicycles.

1           101. Shimano knowingly breached its warranty for the cranksets because:

2           a) The cranksets have latent defects which have a dangerous  
3           propensity to cause the bonded crank parts to separate and break,  
4           subjecting Plaintiffs and the other Class members to the risk of loss and  
5           injury; and

6           b) Shimano denied, concealed, and misrepresented the Crankset  
7           Defect, in the process refusing to pay for or provide in a reasonably timely  
8           fashion the needed repairs and replacements for Plaintiffs and the other  
9           Class members.

10          102. Shimano knew or should have known that the warranties were false and/or  
11          misleading. Specifically, Shimano was aware of the Crankset Defect, which made the  
12          cranksets and Class Bicycles inherently defective and dangerous at the time that they  
13          were sold to Plaintiffs and the other Class members.

14          103. Plaintiffs and the other Class members were exposed to Shimano's  
15          misrepresentations, and they had no way of discerning that Shimano's representations  
16          were false and misleading or otherwise learning the material facts that Shimano had  
17          concealed or failed to disclose. Accordingly, Plaintiffs and the other Class members  
18          reasonably relied on Shimano's express warranties when purchasing their cranksets  
19          and/or Class Bicycles.

20          104. Plaintiffs and the other Class members timely provided Shimano notice of  
21          the issues raised in this count and this Complaint and an opportunity to cure, as alleged  
22          in the paragraphs addressing Defendants' notice, above.

23          105. Alternatively, Plaintiffs and the other Class members were excused from  
24          providing Shimano with notice and an opportunity to cure the breach, because it would  
25          have been futile. As alleged above, Shimano knew about the Defective Cranksets for  
26          years. Moreover, Shimano issued a recall, but that recall is inadequate because, *inter*  
27          *alia*: (a) it is belated because Shimano knew about the Defective Cranksets for years  
28          and did nothing to recall or remedy the serious safety defect; (b) with hundreds of

1 thousands of bicycles impacted in existing and potential future recalls, as a result of  
2 Shimano’s concealment of the Crankset Defect, the recalls cannot be implemented  
3 effectively due to supply constraints and resulting delays; and (c) the recalls are  
4 incomplete, and apply to only a subset of the Class Bicycles and cranksets.

5 106. As a direct and proximate result of Shimano’s breach of its express  
6 warranties, the cranksets and Class Bicycles were and are defective and the Crankset  
7 Defect was not remedied. Therefore, Plaintiff and the other Class members have been  
8 damaged, in an amount to be proven at trial, through their overpayment at the time of  
9 purchase for the cranksets and Class Bicycles with an undisclosed safety defect that  
10 would not be remedied.

11 **California Count 2: Breach of Implied Warranty of Merchantability (Cal. Com.**  
12 **Code §2314) Against Shimano and the Bicycle Manufacturer Defendants**

13 107. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
14 fully set forth herein.

15 108. The California Plaintiffs bring this count under California law,  
16 individually and on behalf of the other members of the California Class against  
17 Shimano and the Bicycle Manufacturer Defendants for their respective cranksets and  
18 Class Bicycles.

19 109. For purposes of this count, members of the California Class shall be  
20 referred to as “Class Members.”

21 110. The cranksets and the Class Bicycles are “goods” under Cal. Com. Code  
22 §2105(1).

23 111. Plaintiffs and the other Class members are “buyers” of the cranksets and  
24 Class Bicycles under Cal. Com. Code §2103(1)(a).

25 112. Shimano and the Bicycle Manufacturer Defendants are “merchants” and  
26 “sellers” under Cal. Com. Code §§2104(1) and 2103(1)(d).

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1 113. California law conferred an implied warranty that the cranksets and Class  
2 Bicycles were in merchantable condition and fit for the ordinary purpose for which  
3 they were to be used pursuant to Cal. Com. Code §2314.

4 114. The cranksets and Class Bicycles are not merchantable, and as such  
5 Shimano and the Bicycle Manufacturer Defendants breached their implied warranties,  
6 because at the time of sale and all times thereafter:

7 a) The cranksets and the Class Bicycles would not pass without  
8 objection in the bicycle trade given the Crankset Defect;

9 b) The Crankset Defect renders the cranksets and Class Bicycles  
10 unsafe to bike and unfit for ordinary purposes;

11 c) The Class Bicycles and the cranksets therein were inadequately  
12 labeled as safe and reliable, and the labeling failed to disclose the Crankset  
13 Defect; and

14 d) The cranksets and Class Bicycles do not conform to their labeling,  
15 which represents that the cranksets and bicycles are safe and suitable for  
16 their intended use.

17 115. Plaintiffs and the other Class members timely provided Shimano and the  
18 Bicycle Manufacturer Defendants notice of the issues raised in this count and this  
19 Complaint and an opportunity to cure, as alleged in the paragraphs addressing  
20 Defendants' notice, above.

21 116. Alternatively, Plaintiffs and the other Class members were excused from  
22 providing Shimano and the Bicycle Manufacturer Defendants with notice and an  
23 opportunity to cure the breach because it would have been futile. As alleged above, the  
24 Bicycle Manufacturer Defendants have long known that the Class Bicycles contained  
25 the Defective Cranksets, and that the Defective Cranksets have caused cranksets to  
26 malfunction in crashes involving the Class Bicycles. Shimano has issued a recall, but  
27 that recall is inadequate because, *inter alia*: (a) it is belated because the Bicycle  
28 Manufacturer Defendants and Shimano knew about the Defective Cranksets for years

1 and did nothing to recall or remedy the serious safety defect; (b) with hundreds of  
2 thousands of bicycles impacted in existing and potential future recalls, as a result of the  
3 Bicycle Manufacturer Defendants' and Shimano's concealment of the Crankset Defect,  
4 the recalls cannot be implemented effectively due to supply constraints and resulting  
5 delays; and (c) the recalls are incomplete, and apply to only a subset of the Class  
6 Bicycles and cranksets.

7 117. Plaintiffs and the other Class members have had sufficient direct dealings  
8 with either Defendants or their agents (retailers) to establish privity of contract between  
9 Plaintiffs and the other Class members. Notwithstanding this, privity is not required in  
10 this case because Plaintiffs and the other Class members are intended third-party  
11 beneficiaries of contracts between Defendants and their agents; specifically, they are  
12 the intended beneficiaries of Defendants' implied warranties. The retailers were not  
13 intended to be the ultimate consumers of the Class Bicycles and have no rights under  
14 the warranty agreements provided with the Class Bicycles; the warranty agreements  
15 were designed for and intended to benefit the ultimate consumers only. Finally, privity  
16 is also not required because Plaintiffs' and the other Class members' Class Bicycles  
17 are dangerous instrumentalities due to the aforementioned defects and  
18 nonconformities.

19 118. Plaintiffs, individually and on behalf of Class Members, seek all available  
20 monetary damages (including actual, compensatory, and punitive damages), injunctive  
21 and equitable relief, and attorneys' fees and costs.

22 **California Count 3: Violations of the Song-Beverly Act (Civ. Code §§1790, et**  
23 **seq.) via Breach of Implied Warranty Against Shimano and the Bicycle**  
24 **Manufacturer Defendants**

25 119. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
26 fully set forth herein.

27 120. The California Plaintiffs bring this count under California law,  
28 individually and on behalf of the other members of the California Class against

1 Shimano and the Bicycle Manufacturer Defendants for their respective cranksets and  
2 Class Bicycles.

3 121. Cal. Civ. Code §1792 provides that, unless properly disclaimed, every sale  
4 of consumer goods is accompanied by an implied warranty of merchantability.  
5 Shimano and the Bicycle Manufacturer Defendants did not at any time properly  
6 disclaim the warranty.

7 122. The cranksets and Class Bicycles are “consumer goods” under Cal. Civ.  
8 Code §1791(a).

9 123. Plaintiffs and the other Class members are “buyers” under Cal. Civ. Code  
10 §1791(b).

11 124. Shimano and the Bicycle Manufacturer Defendants are the  
12 “manufacturers” and “sellers” of the cranksets and Class Bicycles under Cal. Civ. Code  
13 §§1791(j) and (l).

14 125. Shimano and the Bicycle Manufacturer Defendants knew of the particular  
15 purposes for which the Class Bicycles and the Defective Cranksets were intended and  
16 impliedly warranted to Plaintiffs and the other Class members that cranksets and the  
17 Class Bicycles (all of which were equipped with a Defective Crankset) were  
18 “merchantable” under Cal. Civ. Code §§1791.1(a) and 1792.

19 126. The cranksets and Class Bicycles are not merchantable, and as such  
20 Shimano and the Bicycle Manufacturer Defendants breached their implied warranties,  
21 because:

22 a) The cranksets and Class Bicycles would not pass without objection  
23 in the bicycle trade because they either are equipped with Defective  
24 Cranksets or are defective;

25 b) The Crankset Defect renders the bicycles unsafe to bike and unfit  
26 for ordinary purposes;

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1 c) The Class Bicycles and the cranksets therein were inadequately  
2 labeled as safe and reliable, and the labeling failed to disclose the Crankset  
3 Defect; and

4 d) The cranksets and Class Bicycles do not conform to their labeling,  
5 which represents that the cranksets and bicycles are safe and suitable for  
6 their intended use.

7 127. Plaintiffs and the other Class members received the cranksets and Class  
8 Bicycles in a condition which substantially diminishes their value, and which prevents  
9 the cranksets and bicycles from safely and properly functioning. As a result of the  
10 Shimano's and the Bicycle Manufacturer Defendants' failure to comply with their  
11 statutory obligations, Plaintiffs are entitled to damages and other legal and equitable  
12 relief, including, at their election, the purchase price of their cranksets and/or bicycles,  
13 or the overpayment or diminution in value of their cranksets and bicycles.

14 128. Plaintiffs, individually and on behalf of the other Class members, seek all  
15 available monetary damages (including actual, compensatory, and punitive damages),  
16 injunctive and equitable relief, and attorneys' fees and costs.

17 **California Count 4: Violations of California's Consumer Legal Remedies Act**  
18 **("CLRA") (Cal. Civ. Code §§1750, et seq.) Against All Defendants**

19 129. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
20 fully set forth herein.

21 130. The California Plaintiffs bring this count under California law,  
22 individually and on behalf of the other members of the California Class against  
23 Shimano and the Bicycle Manufacturer Defendants for their respective cranksets and  
24 Class Bicycles.

25 131. Defendants are "persons" under Cal. Civ. Code §1761(c).

26 132. Plaintiffs and the other Class members are "consumers" under Cal. Civ.  
27 Code §1761(d) because they purchased the cranksets and/or Class Bicycles primarily  
28 for personal, family, or household use.

1           133. The purchase of the cranksets and/or Class Bicycles by Plaintiffs and the  
2 other Class members constitute “transactions” within the meaning of Cal. Civ. Code  
3 §1761(e).

4           134. The cranksets and the Class Bicycles are “goods” under Cal. Civ. Code  
5 §1761(a).

6           135. Defendants’ violations of the CLRA occurred repeatedly in their trade or  
7 practice – including the design, manufacture, distribution, marketing, and sale of the  
8 Defective Cranksets and the Class Bicycles.

9           136. Defendants, through their agents, employees, and/or subsidiaries, violated  
10 the CLRA by knowingly and intentionally misrepresenting, omitting, concealing,  
11 and/or failing to disclose material facts regarding the reliability, safety, and  
12 performance of the Class Bicycles and the Defective Cranksets, as detailed above.

13           137. Defendants had an ongoing duty to Plaintiffs and the other Class members  
14 to refrain from unfair or deceptive practices under the CLRA in the course of their  
15 business. Specifically, Defendants owed Plaintiffs and the other Class members a duty  
16 to disclose all the material facts concerning the Defective Cranksets and the Defective  
17 Cranksets in the Class Bicycles because:

- 18           a) Given the Bicycle Manufacturer Defendants’ role in the design,  
19           manufacture, testing, and sale of Class Bicycles and Defective Cranksets,  
20           and their experience and knowledge as experts and long-time veterans of  
21           the bicycle industry, they, along with Shimano, possessed exclusive  
22           access to and were in a superior position to know the true facts about the  
23           Defective Cranksets;
- 24           b) Given Shimano’s design, development, testing, and manufacture of the  
25           Defective Cranksets and its experience and knowledge as experts and  
26           long-time veterans of the bicycle industry, it, along with the Bicycle  
27           Manufacturer Defendants, possessed exclusive access to and was in a  
28           superior position to know the true facts about the Defective Cranksets;

- 1 c) Given the Crankset Defect’s hidden and technical nature, Plaintiffs and  
2 the other Class members lack the sophisticated expertise in bicycle  
3 components and technology that would be necessary to discover the  
4 Crankset Defect on their own;
- 5 d) Defendants knew that the Crankset Defect gave rise to serious safety  
6 concerns for the consumers who purchased the Class Bicycles;
- 7 e) The Crankset Defect poses a severe risk of harm in that, among other  
8 things, the recalled bonded crank parts can separate and break, causing  
9 severe injuries, including bone fractures, joint displacement and  
10 lacerations, and potentially fatal injuries;
- 11 f) Defendants knew about and investigated the Crankset Defect, but then did  
12 not notify consumers about it until Shimano announced a recall on  
13 September 21, 2023, and the Bicycle Manufacturer Defendants did not  
14 launch a comprehensive recall for all Class Bicycles, all of which  
15 individually and together deprived Plaintiffs and the other Class members  
16 of an opportunity that otherwise could have led them to discover the truth  
17 about the Crankset Defect in their Class Bicycles; and
- 18 g) The Bicycle Manufacturer Defendants made, helped to make, or conspired  
19 to make incomplete representations about the safety and reliability of the  
20 Class Bicycles and their cranksets, while purposefully withholding  
21 material facts about a known safety defect. Because they volunteered to  
22 provide information about the Class Bicycles that they marketed and  
23 offered for sale to consumers, the Bicycle Manufacturer Defendants had  
24 the duty to disclose the whole truth.
- 25 h) Shimano made, helped to make, or conspired to make incomplete  
26 representations about the safety and reliability of their cranksets, while  
27 purposefully withholding material facts about a known safety defect.  
28 Because they volunteered to provide information about the Defective

1 Cranksets that they marketed and offered for sale to consumers, Shimano  
2 had the duty to disclose the whole truth.

3 138. By misrepresenting the cranksets and Class Bicycles as safe and reliable  
4 and the cranksets installed in them as properly functioning and free from defects, and/or  
5 by failing to disclose and actively concealing the dangers and risk posed by the  
6 Crankset Defect to consumers, Defendants engaged in one or more of the following  
7 unfair or deceptive business practices as defined in Cal. Civ. Code §1770(a):

8 a) Representing that the Class Bicycles and/or the Defective Cranksets  
9 had a characteristic that they did not actually have – *i.e.*, that the bicycles  
10 were safe and suitable for use on the sidewalks, roadway, and other  
11 bikeable surfaces, when, in fact, they were not because their cranksets  
12 were defectively designed such that they had an unreasonably dangerous  
13 propensity to separate and break, causing severe and fatal injuries;

14 b) Representing that the Class Bicycles and the Defective Cranksets  
15 were of a particular quality, grade, or standard when, in fact, they were  
16 not of that quality, grade, or standard;

17 c) Concealing and failing to disclose that the Class Bicycles’ cranksets  
18 were inherently defective, defectively designed, and not suitable for their  
19 intended use despite advertising them as safe and suitable for their  
20 intended function; and

21 d) Failing to market, distribute, and sell the Class Bicycles equipped  
22 with Defective Cranksets in accordance with Defendants’ previous  
23 representations – *i.e.*, that the Class Bicycles were safe and suitable for  
24 their intended use, when, in fact, they were not because of the Crankset  
25 Defect.

26 139. Defendants’ unfair or deceptive acts or practices, including their  
27 misrepresentations, concealments, omissions, and/or suppressions of material facts,  
28 were designed to mislead and had a tendency or capacity to mislead and create a false

1 impression in consumers that the Class Bicycles had properly-functioning and reliable  
2 cranksets and the cranksets would properly function and be reliable. Indeed, those  
3 misrepresentations, concealments, omissions, and suppressions of material facts did in  
4 fact deceive reasonable consumers, including Plaintiffs and the other Class members,  
5 about the true safety and reliability of the cranksets and Class Bicycles and/or the  
6 Defective Cranksets installed in them, the quality of the Class Bicycles and cranksets,  
7 and the true value of the Class Bicycles and the cranksets.

8       140. Defendants intended for Plaintiffs and the other Class members to rely on  
9 their misrepresentations, omissions, and concealment – which they did by purchasing  
10 the cranksets and Class Bicycles at the prices they paid believing that their cranksets  
11 and bicycles would not have a Crankset Defect that would affect the quality, reliability,  
12 and safety of the Class Bicycles and their cranksets.

13       141. Defendants’ misrepresentations, concealments, omissions, and  
14 suppressions of material facts regarding the Crankset Defect and true characteristics of  
15 the cranksets and Class Bicycles were material to the decisions of Plaintiffs and the  
16 other Class members to purchase those cranksets and bicycles, as Defendants intended.  
17 Plaintiffs and the other Class members were exposed to those misrepresentations,  
18 concealments, omissions, and suppressions of material facts, and relied on Defendants’  
19 misrepresentations that the Class Bicycles and their cranksets were safe and reliable in  
20 deciding to purchase the Class Bicycles and cranksets.

21       142. Plaintiffs’ and the other Class members’ reliance was reasonable, as they  
22 had no way of discerning that Defendants’ representations were false and misleading,  
23 or otherwise learning the facts that Defendants had concealed or failed to disclose.  
24 Plaintiffs and the other Class members did not, and could not, unravel Defendants’  
25 deception on their own.

26       143. Had they known the truth about the Crankset Defect, Plaintiffs and the  
27 other Class members would not have purchased the cranksets and/or Class Bicycles, or  
28 would have paid significantly less for them.



1 144. As a direct and proximate result of Defendants’ deceptive practices,  
2 Plaintiffs and the other Class members have sustained economic injury and loss – either  
3 by purchasing a crankset or bicycle they otherwise would not have purchased or paying  
4 more than they otherwise would have as a result of Defendants’ actions and omissions  
5 alleged above – that first occurred at the time each crankset and/or Class Bicycle was  
6 purchased.

7 145. Defendants’ violations present a continuing risk to Plaintiffs and the other  
8 Class members, as well as to the general public, because the cranksets and Class  
9 Bicycles remain unsafe due to the Crankset Defect therein. Defendants’ unlawful acts  
10 and practices complained of herein affect the public interest.

11 146. Plaintiffs and the other Class members provided Defendants notice of the  
12 issues raised in this count and this Complaint and an opportunity to cure pursuant to  
13 Cal. Civ. Code §1782 on October 4, 2023. Plaintiffs’ and the other Class members’  
14 claims against them under this count right now are for injunctive relief only. If these  
15 Defendants fail to correct or agree to correct the actions described in the notice letter,  
16 Plaintiffs will amend this Complaint to include all compensatory and monetary  
17 damages against them to which Plaintiffs and the other Class members are entitled.

18 147. Pursuant to Cal. Civ. Code §1780(a), Plaintiffs and the other Class  
19 members seek an order enjoining the above unfair or deceptive acts or practices and  
20 awarding attorneys’ fees, and any other just and proper relief available under the CLRA  
21 against all Defendants.

22 **California Count 5: False Advertising Under the California False Advertising**  
23 **Law (Cal. Bus. & Prof. Code §§17500, *et seq.*) Against Shimano and the Bicycle**  
24 **Manufacturer Defendants**

25 148. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
26 fully set forth herein.

27 149. The California Plaintiffs bring this count under California law,  
28 individually and on behalf of the other members of the California Class against

1 Shimano and the Bicycle Manufacturer Defendants for their respective cranksets and  
2 Class Bicycles.

3 150. Shimano, the Bicycle Manufacturer Defendants, Plaintiffs, and the other  
4 Class members are “persons” within the meaning of Cal. Bus. & Prof. Code §17506.

5 151. The California False Advertising Law (“California FAL”) prohibits false  
6 advertising. California Bus. & Prof. Code §17500.

7 152. In the course of their business, Shimano, the Bicycle Manufacturer  
8 Defendants, through their agents, employees, and/or subsidiaries, violated the  
9 California FAL by knowingly and intentionally misrepresenting, omitting, concealing,  
10 and/or failing to disclose material facts regarding the quality, reliability, and safety of  
11 the cranksets, Class Bicycles and the Crankset Defect, as detailed above.

12 153. Shimano and the Bicycle Manufacturer Defendants had an ongoing duty  
13 to Plaintiffs and the other Class members to refrain from unfair or deceptive practices  
14 under the California FAL in the course of their business. Specifically, they owed  
15 Plaintiffs and the other Class members a duty to disclose all the material facts  
16 concerning the Crankset Defect in the cranksets and Class Bicycles because:

17 a) Given their role in the design, manufacture and sale of the Defective  
18 Cranksets and Class Bicycles, and their experience and knowledge as  
19 experts and long-time veterans of the bicycle industry, the Bicycle  
20 Manufacturer Defendants possessed exclusive access to and were in a  
21 superior position to know the true facts about the Defective Cranksets;

22 b) Given the Crankset Defect’s hidden and technical nature, Plaintiffs  
23 and the other Class members lack the sophisticated expertise in bicycle  
24 components and technology that would be necessary to discover the  
25 Crankset Defect on their own;

26 c) Shimano and the Bicycle Manufacturer Defendants knew that the  
27 Crankset Defect gave rise to serious safety concerns for the consumers  
28 who purchased the cranksets and/or Class Bicycles;

- 1 d) The Crankset Defect poses a severe risk of harm in that, among  
2 other things, the recalled bonded crank parts can separate and break,  
3 causing severe injuries, including bone fractures, joint displacement and  
4 lacerations, and potentially fatal injuries;
- 5 e) Shimano and the Bicycle Manufacturer Defendants knew about and  
6 investigated the Crankset Defect, but then did not notify consumers about  
7 it until Shimano announced a recall on September 21, 2023, and the  
8 Bicycle Manufacturer Defendants did not launch a comprehensive recall  
9 for all Class Bicycles, all of which individually and together deprived  
10 Plaintiffs and the other Class members of an opportunity that otherwise  
11 could have led them to discover the truth about the Crankset Defect; and
- 12 f) The Bicycle Manufacturer Defendants made, helped to make, or  
13 conspired to make incomplete representations about the safety and  
14 reliability of the Class Bicycles and their cranksets, while purposefully  
15 withholding material facts about a known safety defect. Because they  
16 volunteered to provide information about the Class Bicycles that they  
17 marketed and offered for sale to consumers, the Bicycle Manufacturer  
18 Defendants had the duty to disclose the whole truth.
- 19 g) Shimano made, helped to make, or conspired to make incomplete  
20 representations about the safety and reliability of their cranksets, while  
21 purposefully withholding material facts about a known safety defect.  
22 Because they volunteered to provide information about the Defective  
23 Cranksets that they marketed and offered for sale to consumers, Shimano  
24 had the duty to disclose the whole truth.

25 154. By misrepresenting the cranksets and Class Bicycles as safe and reliable  
26 and free from defects, and by failing to disclose and actively concealing the dangers  
27 and risk posed by the Crankset Defect to consumers, Shimano and the Bicycle  
28

1 Manufacturer Defendants engaged in untrue and misleading advertising prohibited by  
2 California Bus. & Prof. Code §17500.

3 155. Shimano and the Bicycle Manufacturer Defendants made or caused to be  
4 made and disseminated throughout California advertising, marketing, labeling, and  
5 other publications containing numerous statements that were untrue or misleading, and  
6 which were known, or which by the exercise of reasonable care they should have been  
7 known to be untrue and misleading to consumers, including Plaintiffs and the other  
8 Class members.

9 156. Shimano's and the Bicycle Manufacturer Defendants' unfair or deceptive  
10 acts and practices, including their misrepresentations, concealments, omissions, and  
11 suppressions of material facts, were designed to mislead and had a tendency or capacity  
12 to mislead and create a false impression in consumers that the cranksets and Class  
13 Bicycles were safe, secure, and reliable, and that they did not contain the Crankset  
14 Defect. Indeed, those misrepresentations, concealments, omissions, and suppressions  
15 of material facts did in fact deceive reasonable consumers, including Plaintiffs and the  
16 other Class members, about the true safety and reliability of the cranksets and Class  
17 Bicycles, the quality of the cranksets and Class Bicycles and their brands, and the true  
18 value of the cranksets and Class Bicycles.

19 157. Defendants intended for Plaintiffs and the other Class members to rely on  
20 their misrepresentations, omissions, and concealment – which they did by purchasing  
21 the cranksets and Class Bicycles at the prices they paid believing that their cranksets  
22 and bicycles would not have a Crankset Defect that would affect the quality, reliability,  
23 and safety of the Class Bicycles and their cranksets.

24 158. Shimano and the Bicycle Manufacturer Defendants' misrepresentations,  
25 omissions, and concealment of material facts regarding the Crankset Defect and true  
26 characteristics of the cranksets and Class Bicycles were material to the decisions of  
27 Plaintiffs and the other Class members to purchase those cranksets and bicycles, as  
28 Shimano and the Bicycle Manufacturer Defendants intended. Plaintiffs and the other

1 Class members were exposed to those misrepresentations, concealments, omissions,  
2 and suppressions of material facts, and relied on Shimano's and the Bicycle  
3 Manufacturer Defendants' misrepresentations and omissions that the cranksets and  
4 Class Bicycles were safe, secure, and reliable in deciding to purchase those cranksets  
5 and bicycles.

6 159. Plaintiffs' and the other Class members' reliance was reasonable, as they  
7 had no way of discerning that those representations were false and misleading, or  
8 otherwise learning the facts that Shimano and the Bicycle Manufacturer Defendants  
9 had concealed or failed to disclose. Plaintiffs and the other Class members did not, and  
10 could not, unravel Shimano's and the Bicycle Manufacturer Defendants' deception on  
11 their own.

12 160. Had Plaintiffs and the other Class members known the truth about the  
13 Crankset Defect, they would not have purchased the cranksets and/or Class Bicycles,  
14 or would have paid significantly less for them.

15 161. Plaintiffs and the other Class members suffered ascertainable losses and  
16 actual damages as a direct and proximate result of Shimano's and the Bicycle  
17 Manufacturer Defendants' concealment, misrepresentations, and/or failure to disclose  
18 material information.

19 162. Shimano's and the Bicycle Manufacturer Defendants' violations present  
20 a continuing risk to Plaintiffs and the other Class members, as well as to the general  
21 public, because the cranksets and Class Bicycles remain unsafe due to the Crankset  
22 Defect. The unlawful acts and practices complained of herein affect the public interest.

23 163. Plaintiffs and the other Class members seek an order enjoining Shimano  
24 and the Bicycle Manufacturer Defendants' false advertising, any such orders or  
25 judgments as may be necessary to restore to Plaintiffs and the other Class members any  
26 money acquired by unfair competition, including restitution and/or restitutionary  
27 disgorgement, and any other just and proper relief available under the false advertising  
28 provisions of the California FAL.

1 164. Plaintiffs plead this claim separately as well as in the alternative to their  
2 claims for damages under Federal Rule of Civil Procedure 8(a)(3), because if the Court  
3 dismisses Plaintiffs' claims for damages or enters judgment on them in favor of  
4 Shimano and the Bicycle Manufacturer Defendants, Plaintiffs will have no adequate  
5 legal remedy.

6 **California Count 6: Violations of California's Unfair Competition Law (Cal.**  
7 **Bus. & Prof. Code §§17200, et seq.) Against All Defendants**

8 165. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
9 fully set forth herein.

10 166. The California Plaintiffs bring this count under California law,  
11 individually and on behalf of the other members of the California Class against the  
12 Bicycle Manufacturer Defendants and Shimano.

13 167. California's Unfair Competition Law ("UCL") prohibits "unfair  
14 [business] competition," including any "unlawful, unfair or fraudulent" act or practice,  
15 as well as any "unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof.  
16 Code §17200.

17 168. Defendants committed an unlawful business act or practice in violation of  
18 §17200 by violating the California FAL and CLRA, California Commercial Code, and  
19 Song-Beverly Consumer Warranty Act, and other laws alleged herein.

20 169. Defendants committed fraudulent acts or practices in violation of §17200.  
21 Specifically, as alleged in detail above, Defendants designed, developed, tested,  
22 manufactured, and/or installed Defective Cranksets into the Class Bicycles, knowingly  
23 and intentionally marketed and sold those cranksets and Class Bicycles with the  
24 Defective Cranksets while misrepresenting the safety of the cranksets and Class  
25 Bicycles, and/or omitting, and failing to disclose material facts regarding the existence,  
26 nature, and scope of the Crankset Defect from consumers, including the Plaintiffs and  
27 the other Class members, while under a duty to disclose those material facts.  
28

1           170. Defendants’ unfair or deceptive acts or practices were designed to mislead  
2 and had a tendency or capacity to mislead and create a false impression in consumers  
3 that the Class Bicycles had properly-functioning and reliable cranksets and the  
4 cranksets would properly function and be reliable, and that the cranksets and Class  
5 Bicycles did not contain Defective Cranksets. Indeed, those misrepresentations,  
6 concealments, omissions, and suppressions of material facts did in fact deceive  
7 reasonable consumers, including Plaintiffs and the other Class members, about the true  
8 safety and reliability of the cranksets and Class Bicycles, the Defective Cranksets  
9 installed in them, the quality of the Class Bicycles and cranksets, and the true value of  
10 the Class Bicycles and the cranksets.

11           171. Defendants’ misrepresentations, concealments, omissions, and  
12 suppressions of material facts regarding the Crankset Defect and true characteristics of  
13 the cranksets and Class Bicycles were material to the decisions of Plaintiffs and the  
14 other Class members to purchase those cranksets and bicycles, as Defendants intended.  
15 Plaintiffs and the other Class members were exposed to those misrepresentations,  
16 concealments, omissions, and suppressions of material facts, and relied on Defendants’  
17 misrepresentations that the Class Bicycles and their cranksets were safe and reliable in  
18 deciding to purchase the Class Bicycles and cranksets.

19           172. Plaintiffs’ and the other Class members’ reliance was reasonable, as they  
20 had no way of discerning Defendants’ representations were false and misleading, or  
21 otherwise learning that the Class Bicycles and cranksets contained the Crankset Defect,  
22 as alleged above. Plaintiffs and the other Class members did not, and could not, unravel  
23 Defendants’ deception on their own.

24           173. Had they known the truth about the Crankset Defect, Plaintiffs and the  
25 other Class members would not have purchased the cranksets and/or Class Bicycles, or  
26 would have paid significantly less for them.

27           174. Additionally, Defendants committed unfair business acts and practices in  
28 violation of §17200 when they concealed the existence and nature of the Crankset

1 Defect and the dangers and risks posed by the Class Bicycles and the Defective  
2 Cranksets from consumers while misrepresenting or conspiring to misrepresent that the  
3 Class Bicycles and the Defective Cranksets were reliable and safe when, in fact, they  
4 are not. These acts and practices offend established public policy and the harm they  
5 cause to consumers greatly outweighs any benefits associated with those practices.  
6 Defendants' conduct has also impaired competition within the bicycle market and has  
7 prevented Plaintiffs and the other Class members from making fully informed decisions  
8 about whether to purchase the Class Bicycles and/or cranksets and/or the price to be  
9 paid to purchase them.

10 175. Plaintiffs and the other Class members suffered ascertainable losses as a  
11 direct and proximate result of Defendants' unlawful, fraudulent, and unfair business  
12 acts and practices.

13 176. Defendants' acts and practices described above present a continuing risk  
14 to Plaintiffs and the other Class members, as well as to the general public, because the  
15 Class Bicycles and cranksets remain unsafe due to the Defective Cranksets therein.  
16 Defendants' unlawful acts and practices complained of herein affect the public interest.

17 177. Pursuant to Cal. Bus. & Prof. Code §17200, Plaintiffs and the other Class  
18 members seek an order enjoining Defendants' unfair and/or deceptive acts or practices,  
19 any such orders or judgments as may be necessary to restore to them any money  
20 acquired by unfair competition, including restitution and/or restitutionary  
21 disgorgement, as provided in Cal. Bus. & Prof. Code §17203, and any other just and  
22 proper relief available under the California UCL.

23 178. Plaintiffs plead this claim separately as well as in the alternative to their  
24 claims for damages under Federal Rule of Civil Procedure 8(a)(3), because if Plaintiffs'  
25 claims for damages are dismissed or judgment is entered on them in favor of  
26 Defendants, Plaintiffs will have no adequate legal remedy.

27  
28





1 185. Plaintiffs and the other Class members are entitled to restitution of the  
2 benefits Shimano and the Bicycle Manufacturer Defendants unjustly retained and/or  
3 any amounts necessary to return Plaintiffs and the other Class members to the position  
4 they occupied prior to dealing with those Defendants, with such amounts to be  
5 determined at trial.

6 186. Plaintiffs plead this claim separately as well as in the alternative to their  
7 claims for damages under Federal Rule of Civil Procedure 8(a)(3), because if the Court  
8 dismisses Plaintiffs' claims for damages or enters judgment on them in favor of  
9 Shimano and the Bicycle Manufacturer Defendants, Plaintiffs will have no adequate  
10 legal remedy.

11 **Florida Count 1: Breach of Express Warranty (Fla. Stat. §672.313) Against**  
12 **Shimano**

13 187. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
14 fully set forth herein.

15 188. Maurice Scorsolini (the "Florida Plaintiff") brings this count under  
16 Florida law, individually and on behalf of the other members of the Florida Class  
17 against Shimano.

18 189. The cranksets and the Class Bicycles are "goods" under Fla. Stat.  
19 §672.105(1).

20 190. Shimano is a "merchant" and "seller" of the cranksets under Fla. Stat.  
21 §§672.104(1) and 672.103(1)(d), respectively.

22 191. Plaintiff and the other Class members who purchased the cranksets and  
23 Class Bicycles in Florida are "buyers" under Fla. Stat. §672.103(1)(a).

24 192. Shimano issued an express written warranty for each defective crankset  
25 they sold, including that:

- 26 a) The cranksets would be free of defects in materials and  
27 workmanship at the time of sale; and  
28

1           b) The cranksets were safe and reliable, and their cranksets would  
2           function properly during the operation of the bicycles.

3           193. The warranties listed above formed the basis of the bargain with regard to  
4 Plaintiff's and the other Class members' purchase of the cranksets and Class Bicycles.

5           194. Shimano knowingly breached its warranty for the cranksets because:

6           a) The cranksets have latent defects which have a dangerous  
7           propensity to cause the bonded crank parts to separate and break,  
8           subjecting Plaintiff and the other Class members to the risk of loss and  
9           injury; and

10          b) Shimano denied, concealed, and misrepresented the Crankset  
11          Defect, in the process refusing to pay for or provide in a reasonably  
12          timely fashion the needed repairs and replacements for Plaintiff and the  
13          other Class members.

14          195. Shimano knew or should have known that the warranties were false and/or  
15          misleading. Specifically, Shimano was aware of the Crankset Defect, which made the  
16          bicycles inherently defective and dangerous at the time that they were sold to Plaintiff  
17          and the other Class members.

18          196. Plaintiff and the other Class members were exposed to Shimano's  
19          misrepresentations, and they had no way of discerning that Shimano's representations  
20          were false and misleading or otherwise learning the material facts that Shimano had  
21          concealed or failed to disclose. Accordingly, Plaintiff and the other Class members  
22          reasonably relied on Shimano's express warranties when purchasing their cranksets  
23          and/or Class Bicycles.

24          197. Plaintiff and the other Class members timely provided Shimano notice of  
25          the issues raised in this count and this Complaint and an opportunity to cure, as alleged  
26          in the paragraphs addressing Defendants' notice, above.

27          198. Alternatively, Plaintiff and the other Class members were excused from  
28          providing Shimano with notice and an opportunity to cure the breach, because it would

1 have been futile. As alleged above, Shimano knew about the Defective Cranksets for  
2 years. Moreover, Shimano issued a recall, but that recall is inadequate because, *inter*  
3 *alia*: (a) it is belated because Shimano knew about the Defective Cranksets for years  
4 and did nothing to recall or remedy the serious safety defect; (b) with hundreds of  
5 thousands of bicycles impacted in existing and potential future recalls, as a result of  
6 Shimano’s concealment of the Crankset Defect, the recalls cannot be implemented  
7 effectively due to supply constraints and resulting delays; and (c) the recalls are  
8 incomplete, and apply to only a subset of the Class Bicycles and cranksets.

9 199. As a direct and proximate result of Shimano’s breach of their express  
10 warranties, the Class Bicycles were and are defective and the Crankset Defect was not  
11 remedied. Therefore, Plaintiff and the other Class members have been damaged, in an  
12 amount to be proven at trial, through their overpayment at the time of purchase for  
13 crankset and the Class Bicycles with an undisclosed safety defect that would not be  
14 remedied.

15 **Florida Count 2: Breach of Implied Warranty of Merchantability (Fla. Stat.**  
16 **§672.314) Against Shimano and the Bicycle Manufacturer Defendants**

17 200. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
18 fully set forth herein.

19 201. The Florida Plaintiff brings this count under Florida law, individually and  
20 on behalf of the other members of the Florida Class against Shimano and the Bicycle  
21 Manufacturer Defendants for their respective cranksets and Class Bicycles.

22 202. The cranksets and the Class Bicycles are “goods” under Fla. Stat.  
23 §672.105(1).

24 203. Shimano and the Bicycle Manufacturer Defendants are “merchants” and  
25 “sellers” of the cranksets and Class Bicycles under Fla. Stat. Code §§672.104(1) and  
26 672.103(1)(d), respectively.

27 204. Plaintiff and the other Class members who purchased the cranksets and  
28 Class Bicycles in Florida are “buyers” under Fla. Stat. §672.103(1)(a).

1           205. Florida law conferred an implied warranty that the cranksets and Class  
2 Bicycles were in merchantable condition and fit for the ordinary purpose for which  
3 they were to be used pursuant to Fla. Stat. §672.314.

4           206. The cranksets and Class Bicycles are not merchantable, and as such  
5 Shimano and the Bicycle Manufacturer Defendants breached their implied warranties,  
6 because at the time of sale and all times thereafter:

7           a) The cranksets and the Class Bicycles would not pass without  
8 objection in the bicycle trade given the Crankset Defect;

9           b) The Crankset Defect renders the cranksets and Class Bicycles  
10 unsafe to bike and unfit for ordinary purposes;

11           c) The Class Bicycles and the cranksets therein were inadequately  
12 labeled as safe and reliable, and the labeling failed to disclose the Crankset  
13 Defect; and

14           d) The cranksets and Class Bicycles do not conform to their labeling,  
15 which represents that the cranksets and bicycles are safe and suitable for  
16 their intended use.

17           207. Plaintiff and the other Class members timely provided Shimano and the  
18 Bicycle Manufacturer Defendants notice of the issues raised in this count and this  
19 Complaint and an opportunity to cure, as alleged in the paragraphs addressing  
20 Defendants' notice, above.

21           208. Alternatively, Plaintiff and the other Class members were excused from  
22 providing Shimano with notice and an opportunity to cure the breach, because it would  
23 have been futile. As alleged above, Shimano knew about the Defective Cranksets for  
24 years. Shimano has issued a recall, but that recall is inadequate because, *inter alia*: (a)  
25 they are belated because Shimano and the Bicycle Manufacturer Defendants knew  
26 about the Defective Cranksets for years and did nothing to recall or remedy the serious  
27 safety defect; (b) with hundreds of thousands of bicycles impacted in existing and  
28 potential future recalls, as a result of the Bicycle Manufacturer Defendants'

1 concealment of the Crankset Defect, the recalls cannot be implemented effectively due  
2 to supply constraints and resulting delays; and (c) the recalls are incomplete, and apply  
3 to only a subset of the Class Bicycles and cranksets.

4 209. Plaintiff and the other Class members have had sufficient direct dealings  
5 with either Defendants or their agents (retailers) to establish privity of contract between  
6 Plaintiff and the other Class members. Notwithstanding this, privity is not required in  
7 this case because Plaintiff and the other Class members are intended third-party  
8 beneficiaries of contracts between Defendants and their agents; specifically, they are  
9 the intended beneficiaries of Defendants' implied warranties. The retailers were not  
10 intended to be the ultimate consumers of the Class Bicycles and have no rights under  
11 the warranty agreements provided with the Class Bicycles; the warranty agreements  
12 were designed for and intended to benefit the ultimate consumers only. Finally, privity  
13 is also not required because Plaintiff's and the other Class members' Class Bicycles  
14 are dangerous instrumentalities due to the aforementioned defects and  
15 nonconformities.

16 210. Plaintiff, individually and on behalf of the other Class members, seeks all  
17 available monetary damages (including actual, compensatory, and punitive damages),  
18 injunctive and equitable relief, and attorneys' fees and costs.

19 **Florida Count 3: Violations of the Florida Deceptive & Unfair Trade Practices**  
20 **Act (Fla. Stat. §§501.201, *et seq.*) Against All Defendants**

21 211. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
22 fully set forth herein.

23 212. The Florida Plaintiff brings this count under Florida law, individually and  
24 on behalf of the other members of the Florida Class against Shimano and the Bicycle  
25 Manufacturer Defendants for their respective cranksets and Class Bicycles.

26 213. Plaintiff and the other Class members are "consumers" under Fla. Stat.  
27 §501.203(7) because they purchased the cranksets and/or Class Bicycles primarily for  
28 personal, family, or household use.

1           214. Defendants were and are engaged in “trade or commerce” under the  
2 meaning of Fla. Stat. §501.203(8).

3           215. The Florida Unfair and Deceptive Trade Practices Act (“Florida  
4 UDTPA”) prohibits “[u]nfair methods of competition, unconscionable acts or  
5 practices, and unfair or deceptive acts or practices in the conduct of any trade or  
6 commerce.” Fla. Stat. §501.204(1).

7           216. Defendants’ violations of the Florida UDTPA occurred repeatedly in their  
8 trade or practice – including the design, manufacture, distribution, marketing, and sale  
9 of the Defective Cranksets and the Class Bicycles.

10           217. Defendants, through their agents, employees, and/or subsidiaries, violated  
11 the Florida UDTPA by knowingly and intentionally misrepresenting, omitting,  
12 concealing, and/or failing to disclose material facts regarding the reliability, safety, and  
13 performance of the Class Bicycles and the Defective Cranksets, as detailed above.

14           218. Defendants had an ongoing duty to Plaintiff and the other Class members  
15 to refrain from unfair or deceptive practices under the Florida UDTPA in the course of  
16 their business. Specifically, Defendants owed Plaintiff and the other Class members a  
17 duty to disclose all the material facts concerning the Defective Cranksets and the  
18 Defective Cranksets in the Class Bicycles because:

19           a)     Given the Bicycle Manufacturer Defendants’ role in the design,  
20           manufacture, testing, and sale of Class Bicycles and Defective Cranksets,  
21           and their experience and knowledge as experts and long-time veterans of  
22           the bicycle industry, they, along with Shimano, possessed exclusive  
23           access to and were in a superior position to know the true facts about the  
24           Defective Cranksets;

25           b)     Given Shimano’s design, development, testing, and manufacture of  
26           the Defective Cranksets and its experience and knowledge as experts and  
27           long-time veterans of the bicycle industry, it, along with the Bicycle  
28

- 1 Manufacturer Defendants, possessed exclusive access to and was in a  
2 superior position to know the true facts about the Defective Cranksets;
- 3 c) Given the Crankset Defect’s hidden and technical nature, Plaintiff  
4 and the other Class members lack the sophisticated expertise in bicycle  
5 components and technology that would be necessary to discover the  
6 Crankset Defect on their own;
- 7 d) Defendants knew that the Crankset Defect gave rise to serious  
8 safety concerns for the consumers who purchased the Class Bicycles;
- 9 e) The Crankset Defect poses a severe risk of harm in that, among  
10 other things, the recalled bonded crank parts can separate and break,  
11 causing severe injuries, including bone fractures, joint displacement and  
12 lacerations, and potentially fatal injuries;
- 13 f) Defendants knew about and investigated the Crankset Defect, but  
14 then did not notify consumers about it until Shimano announced a recall  
15 on September 21, 2023, and the Bicycle Manufacturer Defendants did not  
16 launch a comprehensive recall for all Class Bicycles, all of which  
17 individually and together deprived Plaintiff and the other Class members  
18 of an opportunity that otherwise could have led them to discover the truth  
19 about the Crankset Defect in their Class Bicycles; and
- 20 g) The Bicycle Manufacturer Defendants made, helped to make, or  
21 conspired to make incomplete representations about the safety and  
22 reliability of the Class Bicycles and their cranksets, while purposefully  
23 withholding material facts about a known safety defect. Because they  
24 volunteered to provide information about the Class Bicycles that they  
25 marketed and offered for sale to consumers, the Bicycle Manufacturer  
26 Defendants had the duty to disclose the whole truth.
- 27 h) Shimano made, helped to make, or conspired to make incomplete  
28 representations about the safety and reliability of their cranksets, while



1 purposefully withholding material facts about a known safety defect.  
2 Because they volunteered to provide information about the Defective  
3 Cranksets that they marketed and offered for sale to consumers, Shimano  
4 had the duty to disclose the whole truth.

5 219. By misrepresenting the Class Bicycles as safe and reliable and the  
6 cranksets installed in them as properly-functioning and free from defects, and/or by  
7 failing to disclose and actively concealing the dangers and risk posed by the Crankset  
8 Defect to consumers, Defendants engaged in unfair methods of competition and unfair  
9 or deceptive acts or practices in the conduct of trade or commerce, as prohibited by Fla.  
10 Stat. §501.204(1).

11 220. Defendants' unfair or deceptive acts or practices, including their  
12 misrepresentations, concealments, omissions, and/or suppressions of material facts,  
13 were designed to mislead and had a tendency or capacity to mislead and create a false  
14 impression in consumers that the Class Bicycles had properly-functioning and reliable  
15 cranksets and the cranksets would properly function and be reliable. Indeed, those  
16 misrepresentations, concealments, omissions, and suppressions of material facts did in  
17 fact deceive reasonable consumers, including Plaintiff and the other Class members,  
18 about the true safety and reliability of the cranksets and Class Bicycles and/or the  
19 Defective Cranksets installed in them, the quality of the Class Bicycles and cranksets,  
20 and the true value of the Class Bicycles and the cranksets.

21 221. Defendants intended for Plaintiff and the other Class members to rely on  
22 their misrepresentations, omissions, and concealment – which they did by purchasing  
23 the cranksets and Class Bicycles at the prices they paid believing that their cranksets  
24 and bicycles would not have a Crankset Defect that would affect the quality, reliability,  
25 and safety of the Class Bicycles and their cranksets.

26 222. Defendants' misrepresentations, concealments, omissions, and  
27 suppressions of material facts regarding the Crankset Defect and true characteristics of  
28 the cranksets and Class Bicycles were material to the decisions of Plaintiff and the

1 other Class members to purchase those cranksets and bicycles, as Defendants intended.  
2 Plaintiff and the other Class members were exposed to those misrepresentations,  
3 concealments, omissions, and suppressions of material facts, and relied on Defendants’  
4 misrepresentations that the Class Bicycles and their cranksets were safe and reliable in  
5 deciding to purchase the Class Bicycles and cranksets.

6 223. Plaintiff’s and the other Class members’ reliance was reasonable, as they  
7 had no way of discerning that Defendants’ representations were false and misleading,  
8 or otherwise learning the facts that Defendants had concealed or failed to disclose.  
9 Plaintiff and the other Class members did not, and could not, unravel Defendants’  
10 deception on their own.

11 224. Had they known the truth about the Crankset Defect, Plaintiff and the  
12 other Class members would not have purchased the cranksets and/or Class Bicycles, or  
13 would have paid significantly less for them.

14 225. As a direct and proximate result of Defendants’ deceptive practices,  
15 Plaintiff and the other Class members have sustained economic injury and loss – either  
16 by purchasing a crankset or bicycle they otherwise would not have purchased or paying  
17 more than they otherwise would have as a result of Defendants’ actions and omissions  
18 alleged above – that first occurred at the time each crankset and/or Class Bicycle was  
19 purchased.

20 226. Defendants’ violations present a continuing risk to Plaintiff and the other  
21 Class members, as well as to the general public, because the Class Bicycles and  
22 cranksets remain unsafe due to the Defective Cranksets therein. Defendants’ unlawful  
23 acts and practices complained of herein affect the public interest.

24 227. Pursuant to Fla. Stat. §501.211, Plaintiff and the other Class members seek  
25 an order enjoining the above unfair or deceptive acts or practices and awarding actual  
26 damages, treble damages, restitution, attorneys’ fees, and any other just and proper  
27 relief available under the Florida UDTPA against all Defendants.  
28

1                   **Florida Count 4: Unjust Enrichment Against Shimano and the Bicycle**  
2   **Manufacturer Defendants**

3           228. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
4 fully set forth herein.

5           229. The Florida Plaintiff brings this count under Florida law, individually and  
6 on behalf of the other members of the Florida Class against Shimano and the Bicycle  
7 Manufacturer Defendants for their respective cranksets and Class Bicycles.

8           230. When they purchased cranksets or the Class Bicycles, Plaintiff and the  
9 other Class members conferred tangible and material economic benefits upon Shimano  
10 and/or the Bicycle Manufacturer Defendants, who readily accepted and retained these  
11 benefits.

12           231. Plaintiff and the other Class members would not have purchased their  
13 cranksets and/or Class Bicycles, or would have paid less for them, had they known of  
14 the Crankset Defect at the time of purchase. Therefore, Shimano and the Bicycle  
15 Manufacturer Defendants profited from the sale of the cranksets and Class Bicycles to  
16 the detriment and expense of Plaintiff and the other Class members.

17           232. Shimano and the Bicycle Manufacturer Defendants appreciated these  
18 economic benefits. These benefits were the expected result of Shimano and the Bicycle  
19 Manufacturer Defendants acting in their pecuniary interest at the expense of their  
20 customers. They knew of these benefits because they were aware of the Crankset  
21 Defect, yet they failed to disclose this knowledge and misled Plaintiff and the other  
22 Class members regarding the nature and quality of the cranksets and/or Class Bicycles  
23 while profiting from this deception.

24           233. It would be unjust, inequitable, and unconscionable for Shimano and the  
25 Bicycle Manufacturer Defendants to retain these benefits, including because they were  
26 procured as a result of their wrongful conduct alleged above.

27           234. Plaintiff and the other Class members are entitled to restitution of the  
28 benefits Shimano and the Bicycle Manufacturer Defendants unjustly retained and/or

1 any amounts necessary to return Plaintiff and the other Class members to the position  
2 they occupied prior to dealing with those Defendants, with such amounts to be  
3 determined at trial.

4 235. Plaintiff pleads this claim separately as well as in the alternative to his  
5 claims for damages under Federal Rule of Civil Procedure 8(a)(3), because if the Court  
6 dismisses Plaintiff's claims for damages and enters judgment on them in favor of  
7 Shimano and the Bicycle Manufacturer Defendants, Plaintiffs will have no adequate  
8 legal remedy.

9 **Illinois Count 1: Breach of Express Warranty (810 Ill. Comp. Stat. 5/2-313)**

10 **Against Shimano**

11 236. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
12 fully set forth herein.

13 237. Marcus Lewis (the "Illinois Plaintiff") brings this count under Illinois law,  
14 individually and on behalf of the other members of the Illinois Class against Shimano.

15 238. Shimano is and was at all relevant times a "merchant" with respect to  
16 cranksets under 810 Ill. Comp. Stat. 5/2-104(1) and 5/2A-103(3), and "sellers" of  
17 cranksets under 5/2-103(1)(d).

18 239. All Class members who purchased cranksets and Class Bicycles in Illinois  
19 are "buyers" within the meaning of 810 Ill. Comp. Stat. 5/2-103(1)(a).

20 240. The cranksets and Class Bicycles are and were at all relevant times  
21 "goods" within the meaning of 810 Ill. Comp. Stat. 5/2-105(1).

22 241. Shimano issued an express written warranty for each defective crankset  
23 they sold, including that:

24 a) The cranksets would be free of defects in materials and  
25 workmanship at the time of sale; and

26 b) The cranksets were safe and reliable, and their cranksets would  
27 function properly during the operation of the bicycles.

28

1           242. The warranties listed above formed the basis of the bargain with regard to  
2 Plaintiff's and the other Class members' purchase of the cranksets and Class Bicycles.

3           243. Shimano knowingly breached its warranty for the cranksets because:

4           a) The cranksets have latent defects which have a dangerous  
5 propensity to cause the bonded crank parts to separate and break,  
6 subjecting Plaintiff and the other Class members to the risk of loss and  
7 injury; and

8           b) Shimano denied, concealed, and misrepresented the Crankset  
9 Defect, in the process refusing to pay for or provide in a reasonably timely  
10 fashion the needed repairs and replacements for Plaintiff and the other  
11 Class members.

12           244. Shimano knew or should have known that the warranties were false and/or  
13 misleading. Specifically, Shimano was aware of the Crankset Defect, which made the  
14 cranksets inherently defective and dangerous at the time that they were sold to Plaintiff  
15 and the other Class members.

16           245. Plaintiff and the other Class members were exposed to Shimano's  
17 misrepresentations, and they had no way of discerning that Shimano's representations  
18 were false and misleading or otherwise learning the material facts that Shimano had  
19 concealed or failed to disclose. Accordingly, Plaintiff and the other Class members  
20 reasonably relied on Shimano's express warranties when purchasing their cranksets  
21 and/or Class Bicycles.

22           246. Plaintiff and the other Class members timely provided Shimano notice of  
23 the issues raised in this count and this Complaint and an opportunity to cure, as alleged  
24 in the paragraphs addressing Defendants' notice, above.

25           247. Alternatively, Plaintiff and the other Class members were excused from  
26 providing Shimano with notice and an opportunity to cure the breach, because it would  
27 have been futile. As alleged above, Shimano knew about the Defective Cranksets for  
28 years. Shimano issued a recall, but that recall is inadequate because, *inter alia*: (a) it is

1 belated because Shimano knew about the Defective Cranksets for years and did nothing  
2 to recall or remedy the serious safety defect; (b) with hundreds of thousands of bicycles  
3 impacted in existing and potential future recalls, as a result of Shimano’s concealment  
4 of the Crankset Defect, the recalls cannot be implemented effectively due to supply  
5 constraints and resulting delays; (c) the recalls are incomplete, and apply to only a  
6 subset of the Class Bicycles and cranksets.

7 248. As a direct and proximate result of Shimano’s breach of their express  
8 warranties, the cranksets and Class Bicycles were and are defective and the Crankset  
9 Defect was not remedied. Therefore, Plaintiff and the other Class members have been  
10 damaged, in an amount to be proven at trial, through their overpayment at the time of  
11 purchase for the cranksets and Class Bicycles with an undisclosed safety defect that  
12 would not be remedied.

13 **Illinois Count 2: Breach of Implied Warranty of Merchantability (810 Ill. Comp.**  
14 **Stat. 5/2-314) Against Shimano and the Bicycle Manufacturer Defendants**

15 249. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
16 fully set forth herein.

17 250. The Illinois Plaintiff brings this count under Illinois law, individually and  
18 on behalf of the other members of the Illinois Class against Shimano and the Bicycle  
19 Manufacturer Defendants for their respective cranksets and Class Bicycles.

20 251. A warranty that the cranksets and Class Bicycles were in merchantable  
21 condition and fit for the ordinary purpose for which such goods are used is implied by  
22 law pursuant to 810 Ill. Comp. Stat. 5/2-314.

23 252. Defendants are and were at all relevant times “merchants” with respect to  
24 bicycles under 810 Ill. Comp. Stat. 5/2-104(1) and 5/2A-103(3), and a “seller” of  
25 bicycles under 5/2-103(1)(d).

26 253. All Class Members who purchased cranksets and/or Class Bicycles in  
27 Illinois are “buyers” within the meaning of 810 Ill. Comp. Stat. 5/2-103(1)(a).

28

1           254. The Class Bicycles are and were at all relevant times “goods” within the  
2 meaning of 810 Ill. Comp. Stat. 5/2-105(1).

3           255. The cranksets and Class Bicycles are not merchantable, and as such  
4 Shimano and the Bicycle Manufacturer Defendants breached their implied warranties,  
5 because at the time of sale and all times thereafter:

6           a) The cranksets and the Class Bicycles would not pass without  
7 objection in the bicycle trade given the Crankset Defect;

8           b) The Crankset Defect renders the cranksets and Class Bicycles  
9 unsafe to bike and unfit for ordinary purposes;

10           c) The Class Bicycles and the cranksets therein were inadequately  
11 labeled as safe and reliable, and the labeling failed to disclose the Crankset  
12 Defect; and

13           d) The cranksets and Class Bicycles do not conform to their labeling,  
14 which represents that the cranksets and bicycles are safe and suitable for  
15 their intended use.

16           256. Plaintiff and the other Class members timely provided Shimano and the  
17 Bicycle Manufacturer Defendants notice of the issues raised in this count and this  
18 Complaint and an opportunity to cure, as alleged in the paragraphs addressing  
19 Defendants’ notice, above.

20           257. Alternatively, Plaintiff and the other Class members were excused from  
21 providing Shimano and the Bicycle Manufacturer Defendants with notice and an  
22 opportunity to cure the breach because it would have been futile. As alleged above, the  
23 Bicycle Manufacturer Defendants have long known that the Class Bicycles contained  
24 the Defective Cranksets, and that the Defective Cranksets have caused cranksets to  
25 malfunction in crashes involving the Class Bicycles. Shimano has issued a recall, but  
26 that recall is inadequate because, *inter alia*: (a) they are belated because Shimano and  
27 the Bicycle Manufacturer Defendants knew about the Defective Cranksets for years  
28 and did nothing to recall or remedy the serious safety defect; (b) with hundreds of

1 thousands of bicycles impacted in existing and potential future recalls, as a result of the  
2 Bicycle Manufacturer Defendants' concealment of the Crankset Defect, the recalls  
3 cannot be implemented effectively due to supply constraints and resulting delays; and  
4 (c) the recalls are incomplete, and apply to only a subset of the Class Bicycles and  
5 cranksets.

6 258. Plaintiffs and the other Class members have had sufficient direct dealings  
7 with either Defendants or their agents (retailers) to establish privity of contract between  
8 Plaintiff and the other Class members. Notwithstanding this, privity is not required in  
9 this case because Plaintiff and the other Class members are intended third-party  
10 beneficiaries of contracts between Defendants and their agents; specifically, they are  
11 the intended beneficiaries of Defendants' implied warranties. The retailers were not  
12 intended to be the ultimate consumers of the Class Bicycles and have no rights under  
13 the warranty agreements provided with the Class Bicycles; the warranty agreements  
14 were designed for and intended to benefit the ultimate consumers only. Finally, privity  
15 is also not required because Plaintiff's and the other Class members' Class Bicycles  
16 are dangerous instrumentalities due to the aforementioned defects and  
17 nonconformities.

18 259. Plaintiff, individually and on behalf of the other Class members, seeks all  
19 available monetary damages (including actual, compensatory, and punitive damages),  
20 injunctive and equitable relief, and attorneys' fees and costs.

21 **Illinois Count 3: Violations of Illinois Consumer Fraud and Deceptive Business**  
22 **Practices Act (815 Ill. Comp. Stat. 505/1, et seq.) Against All Defendants**

23 260. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
24 fully set forth herein.

25 261. The Illinois Plaintiff brings this count under Illinois law, individually and  
26 on behalf of the other members of the Illinois Class against Shimano and the Bicycle  
27 Manufacturer Defendants for their respective cranksets and Class Bicycles.

28



1           262. Defendants, Plaintiff, and the other Class members are “persons” within  
2 the meaning of 815 Ill. Comp. Stat. 505/1(c).

3           263. Plaintiff and the other Class members are “consumers” within the meaning  
4 of 815 Ill. Comp. Stat. 505/1I.

5           264. The cranksets and Class Bicycles are “merchandise” within the meaning  
6 of 815 Ill. Comp. Stat. 505/1(b).

7           265. Defendants were and are engaged in “trade” and “commerce” within the  
8 meaning of 815 Ill. Comp. Stat. 505/1(f).

9           266. The Illinois Consumer Fraud and Deceptive Business Practices Act  
10 (“Illinois CFA”) prohibits “[u]nfair methods of competition and unfair or deceptive  
11 acts or practices.” 815 Ill. Comp. Stat. 505/2.

12           267. Defendants’ violations of the Illinois CFA occurred repeatedly in their  
13 trade or practice – including the design, manufacture, distribution, marketing, and sale  
14 of the Defective Cranksets and the Class Bicycles.

15           268. Defendants, through their agents, employees, and/or subsidiaries, violated  
16 the Illinois CFA by knowingly and intentionally misrepresenting, omitting, concealing,  
17 and/or failing to disclose material facts regarding the reliability, safety, and  
18 performance of the Class Bicycles and the Defective Cranksets, as detailed above.

19           269. Defendants had an ongoing duty to Plaintiff and the other Class members  
20 to refrain from unfair or deceptive practices under the Illinois CFA in the course of  
21 their business. Specifically, Defendants owed Plaintiff and the other Class members a  
22 duty to disclose all the material facts concerning the Defective Cranksets and the  
23 Defective Cranksets in the Class Bicycles because:

- 24           a) Given the Bicycle Manufacturer Defendants’ role in the design,  
25 manufacture, testing, and sale of Class Bicycles and Defective Cranksets,  
26 and their experience and knowledge as experts and long-time veterans of  
27 the bicycle industry, they, along with Shimano, possessed exclusive  
28

- 1 access to and were in a superior position to know the true facts about the  
2 Defective Cranksets;
- 3 b) Given Shimano’s design, development, testing, and manufacture of  
4 the Defective Cranksets and its experience and knowledge as experts and  
5 long-time veterans of the bicycle industry, it, along with the Bicycle  
6 Manufacturer Defendants, possessed exclusive access to and was in a  
7 superior position to know the true facts about the Defective Cranksets;
- 8 c) Defendants knew that the Crankset Defect gave rise to serious  
9 safety concerns for the consumers who purchased the Class Bicycles;
- 10 d) The Crankset Defect poses a severe risk of harm in that, among  
11 other things, the recalled bonded crank parts can separate and break,  
12 causing severe injuries, including bone fractures, joint displacement and  
13 lacerations, and potentially fatal injuries;
- 14 e) Defendants knew about and investigated the Crankset Defect, but  
15 then did not notify consumers about it until Shimano announced a recall  
16 on September 21, 2023, which individually and together deprived Plaintiff  
17 and the other Class members of an opportunity that otherwise could have  
18 led them to discover the truth about the Crankset Defect in their Class  
19 Bicycles; and
- 20 f) The Bicycle Manufacturer Defendants made, helped to make, or  
21 conspired to make incomplete representations about the safety and  
22 reliability of the Class Bicycles and their cranksets, while purposefully  
23 withholding material facts about a known safety defect. Because they  
24 volunteered to provide information about the Class Bicycles that they  
25 marketed and offered for sale to consumers, the Bicycle Manufacturer  
26 Defendants had the duty to disclose the whole truth.
- 27 g) Shimano made, helped to make, or conspired to make incomplete  
28 representations about the safety and reliability of their cranksets, while

1 purposefully withholding material facts about a known safety defect.  
2 Because they volunteered to provide information about the Defective  
3 Cranksets that they marketed and offered for sale to consumers, Shimano  
4 had the duty to disclose the whole truth.

5 270. By misrepresenting the Class Bicycles as safe and reliable and the  
6 cranksets installed in them as properly-functioning and free from defects, and/or by  
7 failing to disclose and actively concealing the dangers and risk posed by the Crankset  
8 Defect to consumers, Defendants engaged unfair or deceptive business practices  
9 prohibited by the 815 Ill. Comp. Stat. 505/2, including the use or employment of  
10 deception and fraud, and/or the concealment, suppression, or omission of material  
11 facts, and engaging in conduct which creates a likelihood of confusion or  
12 misunderstanding.

13 271. Defendants' unfair or deceptive acts or practices, including their  
14 misrepresentations, concealments, omissions, and/or suppressions of material facts,  
15 were designed to mislead and had a tendency or capacity to mislead and create a false  
16 impression in consumers that the Class Bicycles had properly-functioning and reliable  
17 cranksets and the cranksets would properly function and be reliable. Indeed, those  
18 misrepresentations, concealments, omissions, and suppressions of material facts did in  
19 fact deceive reasonable consumers, including Plaintiff and the other Class members,  
20 about the true safety and reliability of the cranksets and Class Bicycles and/or the  
21 Defective Cranksets installed in them, the quality of the Class Bicycles and cranksets,  
22 and the true value of the Class Bicycles and the cranksets.

23 272. Defendants intended for Plaintiff and the other Class members to rely on  
24 their misrepresentations, omissions, and concealment – which they did by purchasing  
25 the cranksets and Class Bicycles at the prices they paid believing that their cranksets  
26 and bicycles would not have a Crankset Defect that would affect the quality, reliability,  
27 and safety of the Class Bicycles and their cranksets.

28

1           273. Defendants’ misrepresentations, concealments, omissions, and  
2 suppressions of material facts regarding the Crankset Defect and true characteristics of  
3 the cranksets and Class Bicycles were material to the decisions of Plaintiff and the  
4 other Class members to purchase those cranksets and bicycles, as Defendants intended.  
5 Plaintiff and the other Class members were exposed to those misrepresentations,  
6 concealments, omissions, and suppressions of material facts, and relied on Defendants’  
7 misrepresentations that the Class Bicycles and their cranksets were safe and reliable in  
8 deciding to purchase the Class Bicycles and cranksets.

9           274. Plaintiff’s and the other Class members’ reliance was reasonable, as they  
10 had no way of discerning that Defendants’ representations were false and misleading,  
11 or otherwise learning the facts that Defendants had concealed or failed to disclose.

12           275. Plaintiff and the other Class members did not, and could not, unravel  
13 Defendants’ deception on their own.

14           276. Had they known the truth about the Crankset Defect, Plaintiff and the  
15 other Class members would not have purchased the cranksets and/or Class Bicycles, or  
16 would have paid significantly less for them.

17           277. As a direct and proximate result of Defendants’ deceptive practices,  
18 Plaintiff and the other Class members have sustained economic injury and loss – either  
19 by purchasing a crankset or bicycle they otherwise would not have purchased or paying  
20 more than they otherwise would have as a result of Defendants’ actions and omissions  
21 alleged above – that first occurred at the time each crankset and/or Class Bicycle was  
22 purchased.

23           278. Defendants’ violations present a continuing risk to Plaintiff and the other  
24 Class members, as well as to the general public, because the Class Bicycles and  
25 cranksets remain unsafe due to the Defective Cranksets therein. Defendants’ unlawful  
26 acts and practices complained of herein affect the public interest.

27           279. Plaintiff and the other Class members timely provided Defendants notice  
28 of the issues raised in this count and this Complaint and an opportunity to cure, as

1 alleged in the paragraphs addressing Defendants’ notice, above. Because Defendants  
2 failed to adequately remedy their unlawful conduct, Plaintiff seeks all damages and  
3 relief to which Plaintiff and the other Class members are entitled.

4 280. Alternatively, Plaintiff and the other Class members were excused from  
5 providing Shimano and the Bicycle Manufacturer Defendants with notice and an  
6 opportunity to cure the breach, because it would have been futile. As alleged above,  
7 Shimano and the Bicycle Manufacturer Defendants knew about the Defective  
8 Cranksets for years. Moreover, Shimano issued a recall, but that recall is inadequate  
9 because, *inter alia*: (a) it is belated because the Bicycle Manufacturer Defendants and  
10 Shimano knew about the Defective Cranksets for years and did nothing to recall or  
11 remedy the serious safety defect; (b) with hundreds of thousands of bicycles impacted  
12 in existing and potential future recalls, as a result of the Bicycle Manufacturer  
13 Defendants’ and Shimano’s concealment of the Crankset Defect, the recalls cannot be  
14 implemented effectively due to supply constraints and resulting delays; and (c) the  
15 recalls are incomplete, and apply to only a subset of the Class Bicycles and cranksets.

16 281. Pursuant to 815 Ill. Comp. Stat. 505/10a, Plaintiff and the other Class  
17 members seek an order enjoining Defendants’ unfair or deceptive acts or practices and  
18 awarding actual damages, treble damages, restitution, attorneys’ fees, and any other  
19 just and proper relief available under the Illinois CFA.

20 **Illinois Count 4: Unjust Enrichment Against Shimano and the Bicycle**  
21 **Manufacturer Defendants**

22 282. Plaintiffs reallege and incorporate by reference Paragraphs 1-85 as though  
23 fully set forth herein.

24 283. The Illinois Plaintiff brings this count under Illinois law, individually and  
25 on behalf of the other members of the Illinois Class against Shimano and the Bicycle  
26 Manufacturer Defendants for their respective cranksets and Class Bicycles.

27 284. When they purchased cranksets or the Class Bicycles, Plaintiff and the  
28 other Class members conferred tangible and material economic benefits upon Shimano

1 and/or the Bicycle Manufacturer Defendants, who readily accepted and retained these  
2 benefits.

3 285. Plaintiff and the other Class members would not have purchased their  
4 cranksets and/or Class Bicycles, or would have paid less for them, had they known of  
5 the Crankset Defect at the time of purchase. Therefore, Shimano and the Bicycle  
6 Manufacturer Defendants profited from the sale of the cranksets and Class Bicycles to  
7 the detriment and expense of Plaintiff and the other Class members.

8 286. Shimano and the Bicycle Manufacturer Defendants appreciated these  
9 economic benefits. These benefits were the expected result of Shimano and the Bicycle  
10 Manufacturer Defendants acting in their pecuniary interest at the expense of their  
11 customers. They knew of these benefits because they were aware of the Crankset  
12 Defect, yet they failed to disclose this knowledge and misled Plaintiff and the other  
13 Class members regarding the nature and quality of the cranksets and/or Class Bicycles  
14 while profiting from this deception.

15 287. It would be unjust, inequitable, and unconscionable for Shimano and the  
16 Bicycle Manufacturer Defendants to retain these benefits, including because they were  
17 procured as a result of their wrongful conduct alleged above.

18 288. Plaintiff and the other Class members are entitled to restitution of the  
19 benefits Shimano and the Bicycle Manufacturer Defendants unjustly retained and/or  
20 any amounts necessary to return Plaintiff and the other Class members to the position  
21 they occupied prior to dealing with those Defendants, with such amounts to be  
22 determined at trial.

23 289. Plaintiff pleads this claim separately as well as in the alternative to their  
24 claims for damages under Federal Rule of Civil Procedure 8(a)(3), because if the Court  
25 dismisses Plaintiff's claims for damages and enters judgment on them in favor of  
26 Shimano and the Bicycle Manufacturer Defendants, Plaintiffs will have no adequate  
27 legal remedy.

28

1 **VIII. REQUEST FOR RELIEF**

2 Plaintiffs, individually and on behalf of the other members of the proposed  
3 Classes, respectfully request that the Court enter judgment in their favor and against  
4 Defendant as follows:

5 A. An order certifying the proposed Classes, designating Plaintiffs as the  
6 named representatives of the Classes, designating the undersigned as Class  
7 Counsel, and making such further orders for the protection of Class members as  
8 the Court deems appropriate, under Federal Rule of Civil Procedure 23;

9 B. A declaration that the Defective Cranksets are defective;

10 C. An award to Plaintiffs and the other Class members of compensatory,  
11 exemplary, and punitive remedies and damages and statutory penalties,  
12 including interest, in an amount to be proven at trial;

13 D. An award to Plaintiffs and the other Class members for the return of the  
14 purchase prices of the Defective Cranksets and/or Class Bicycles with interest  
15 from the time it was paid, for the reimbursement of the reasonable expenses  
16 occasioned by the sale, for damages and for reasonable attorney fees;

17 E. A Defendant-funded program, using transparent, consistent, and  
18 reasonable protocols, under which out-of-pocket and loss-of-use expenses and  
19 damages claims associated with the Defective Cranksets and Class Bicycles, can  
20 be made and paid, such that Defendants, not the Class members, absorb the  
21 losses and expenses fairly traceable to the recall of the Defective Cranksets;

22 F. A declaration that Defendants must disgorge, for the benefit of Plaintiff  
23 and the other Class members, all or part of the ill-gotten profits they received  
24 from the sale of the Defective Cranksets and/or Class Bicycles, or make full  
25 restitution to Plaintiffs and the other Class members;

26 G. An award of attorneys' fees and costs, as allowed by law;

27 H. An award of pre-judgment and post-judgment interest, as provided by law;  
28

1 I. Leave to amend this Complaint to conform to the evidence produced  
2 during discovery and at trial; and

3 J. Such other relief as may be appropriate under the circumstances.

4 **IX. JURY DEMAND**

5 Plaintiffs hereby demand a trial by jury.

6 Dated: October 3, 2023

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