

1 Simon Bahne Paris (*pro hac vice*)
2 Email: sparis@smbb.com
3 Patrick Howard (*pro hac vice*)
4 Email: phoward@smbb.com
5 **SALTZ, MONGELUZZI,**
6 **& BENDESKY, P.C.**
7 One Liberty Place, 52nd Floor
8 1650 Market Street
9 Philadelphia, PA 19103
10 Telephone: (215) 575-3985
11 Facsimile: (215) 496-0999

12 *Attorneys for Plaintiff and the Putative Class*

13
14
15 **UNITED STATES DISTRICT COURT**
16 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

17 MARC GUISENGER,
18 individually and on behalf of all
19 others similarly situated,

20 *Plaintiff,*

21 v.

22 KEYSTONE RV COMPANY,

23 *Defendant.*

24 Case No. 2:23-cv-01393-MWC-RAO

25 **PLAINTIFF'S REDACTED**
26 **MEMORANDUM OF POINTS AND**
27 **AUTHORITIES IN SUPPORT OF HIS**
28 **MOTION FOR CLASS**
CERTIFICATION

Hearing Date: February 20, 2026

Time: 1:30 PM

Courtroom: 6A

Before: Hon. Michelle Williams Court

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
REDACTED FOR PUBLIC FILING

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- I. PRELIMINARY STATEMENT..... 1
- II. FACTUAL BACKGROUND..... 2
 - A. The Class Trailers..... 2
 - B. Keystone Markets the Class Trailer’s Steel Roof Trusses..... 3
 - C. Keystone Changes the Class Trailers’ Trusses from Steel to Wood..... 5
 - D. Despite the Switch, Keystone Continues to Market the Steel Trusses..... 6
 - E. Plaintiff Believed the Trusses were Steel..... 7
 - F. Plaintiff Discovers the Wood Rafters Hidden in the Trailer’s Ceiling..... 8
 - G. Plaintiff and the Class Were Damaged..... 9
- III. ARGUMENT..... 10
 - A. The Class is Ascertainable..... 10
 - B. The Class meets the requirements of Rule 23(a)..... 11
 - 1. Rule 23(a)(1): Numerosity..... 12
 - 2. Rule 23(a)(2): Commonality..... 12
 - 3. Rule 23(a)(3): Typicality..... 13
 - 4. Rule 23(a)(4): Adequacy..... 15
 - C. The Class Meets the Requirements of Rule 23(b)(3)..... 15
 - 1. The Predominance Test is Satisfied..... 16
 - a) The Misrepresentation is Consistent and Uniform
17
 - b) The Common Evidence Supports a Presumption of
Reliance..... 18

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

c) The Class was Exposed to the Misrepresentation. 20

d) Keystone Received an Unjust Benefit from the Class..... 21

e) Damages can be Proven through Common Evidence..... 22

2. A Class Action is the Superior Method of Adjudication 24

IV. CONCLUSION..... 24

1
2 TABLE OF AUTHORITIES

3 Page(s)

4 Cases

5 *Amchem Prod., Inc. v. Windsor*,

6 521 U.S. 591 (1997)..... 15

7 *Amgen Inc. v. Conn. Ret. Plans & Trust Funds*,

8 568 U.S. 455 (2013)..... 10

9 *Banks v. R.C. Bigelow, Inc.*,

10 No. 2:20-CV-06208-DDP-RAOX, 2024 WL 3330554 (C.D. Cal. July 8,

11 2024)..... 13

12 *Berger v. Home Depot USA, Inc.*,

13 741 F.3d 1061 (9th Cir. 2014)..... 17

14 *Brakke v. Econ. Concepts, Inc.*,

15 213 Cal. App. 4th 761 (2013)..... 16

16 *Briseno v. ConAgra Foods, Inc.*,

17 844 F.3d 1121 (9th Cir. 2017)..... 10, 11

18 *Colgan v. Leatherman Tool Grp., Inc.*,

19 135 Cal.App.4th 663 (2006)..... 17

20 *Ellis v. Costco Wholesale Corp.*,

21 657 F.3d 970 (9th Cir. 2011)..... 10, 13, 14, 15

22 *Hanlon v. Chrysler Corp.*,

23 150 F.3d 1011 (9th Cir. 1998)..... 13

24 *Hinojos v. Kohl's Corp.*,

25 718 F.3d 1098 (9th Cir. 2013)..... 18, 19

26 *In re EthereumMax Inv.*,

27 No. CV 22-00163-MWF (SKX), 2025 WL 2377070 (C.D. Cal. Aug. 6,

28 2025)..... 12, 20, 24

29 *Just Film, Inc. v. Buono*,

30 847 F.3d 1108 (9th Cir. 2017)..... 22

1	<i>Krommenhock v. Post Foods, LLC,</i>	
2	334 F.R.D. 552 (N.D. Cal. 2020).....	20
3	<i>Lytle v. Nutramax Laboratories, Inc.,</i>	
4	114 F.4th 1011 (9th Cir. 2024).....	Passim
5	<i>Makaeff v. Trump Univ., LLC,</i>	
6	No. 3:10-cv-0940-GPC-WVG, 2014 WL 688164 (S.D. Cal. Feb. 21, 2014)	
7	21
8	<i>Maldonado v. Apple, Inc.,</i>	
9	333 F.R.D. 175 (N.D. Cal. 2019).....	12
10	<i>Mass. Mutual Life Ins. Co. v. Superior Ct.,</i>	
11	97 Cal. App. 4th 1282 (2002).....	18
12	<i>Mickelonis v. Aspyr Media, Inc.,</i>	
13	No. 8:23-CV-01220-MWC-ADS, 2025 WL 3050061 (C.D. Cal. July 11,	
14	2025).....	11
15	<i>Nguyen v. Nissan North America, Inc.,</i>	
16	932 F.3d 811 (9th Cir. 2019).....	23
17	<i>Noohi v. Johnson & Johnson Consumer Inc.,</i>	
18	146 F.4th 854 (9th Cir. 2025).....	18, 22, 23
19	<i>Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC,</i>	
20	31 F.4th 651 (9th Cir. 2022).....	10
21	<i>Podolsky v. First Healthcare Corp.,</i>	
22	50 Cal. App. 4th 632, 58 Cal. Rptr. 2d 89 (1996).....	16
23	<i>Schnall v. Hertz Corp.,</i>	
24	78 Cal. App. 4th 1144 (2000).....	16
25	<i>True Health Chiropractic, Inc. v. McKesson Corp.,</i>	
26	896 F.3d 923 (9th Cir. 2018).....	10
27	<i>Tyson Foods, Inc. v. Bouaphakeo,</i>	
28	136 S. Ct. 1036 (2016).....	16
	<i>Wal-Mart Stores, Inc. v. Dukes,</i>	
	564 U.S. 338 (2011).....	10, 12
	<i>Wolin v. Jaguar Land Rover North America, LLC,</i>	
	617 F.3d 1168 (2010).....	24

1	<i>Yokoyama v. Midland National Life Insurance Co.,</i>	
2	594 F.3d 1087 (9th Cir. 2010).....	17
3	<i>Zinser v. Accufix Research Inst. Inc.,</i>	
4	253 F.3d 1180 (9th Cir. 2001).....	10
5	Statutes	
6	Cal. Bus. & Prof. Code § 17200.....	16
7	Cal. Bus. & Prof. Code § 17500.....	17
8	Cal. Civ. Code § 1761.....	1
8	Cal. Civ. Code § 1770.....	17
9	Rules	
10	Fed. R. Civ. P. 23(a).....	1
11	Fed. R. Civ. P. 23(a)(1).....	12
12	Fed. R. Civ. P. 23(a)(2).....	12
13	Fed. R. Civ. P. 23(a)(3).....	13
13	Fed. R. Civ. P. 23(a)(4).....	14
14	Fed. R. Civ. P. 23(b)(3).....	1, 15, 16

15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **I. PRELIMINARY STATEMENT**

2 This is a straightforward false advertising case that involves approximately
3 1,000 consumers who purchased a new Passport Brand Western Edition towable
4 trailer in California manufactured by Defendant Keystone RV Company
5 (Defendant or “Keystone”). For over three years, Keystone represented in identical
6 fashion that these Passport trailers were manufactured using “5 [inch]
7 Crowned/Stamped Galvanized Steel Roof Trusses.” Roof trusses are an important
8 part of the trailer’s construction, they support the roof system and provide essential
9 structural support for the trailer. Indeed, as the evidence demonstrates, both
10 Plaintiff and Keystone considered the steel trusses to be a significant selling point.
11 Despite its affirmative representation about the steel trusses, in reality, Keystone
12 switched the truss material from steel to wood to save money. Between October
13 2016 and December 2019, all Western Edition Passport Trailers were represented
14 as having steel trusses, when in fact they had wood.
15

16 Plaintiff purchased a Western Edition Passport in 2017 based, in part, on
17 Keystone’s misrepresentation about the steel trusses. Plaintiff only discovered the
18 wood trusses after deconstructing a portion of his trailer’s ceiling in 2022, as they
19 are otherwise concealed from sight. Trailers with wood trusses, as opposed to the
20 advertised steel, deprived Plaintiff and the Class of the benefit of their bargain.

21 As such, Plaintiff now respectfully requests the Court, pursuant to Fed. R.
22 Civ. P. 23(a) and (b)(3), certify a class of similarly situated consumers defined as:
23 “All consumers¹ who purchased a new Passport Brand Western Edition Trailer
24 from a Keystone authorized dealership in California prior to December 1, 2019,
25

26
27 ¹ “Consumer” is defined pursuant to Cal. Civ. Code § 1761 as “an individual who
28 seeks or acquires, by purchase or lease, any goods or services for personal, family,
or household purposes.”

1 with a Serial Number that sequentially ends after HX414101.”² With
2 approximately 1,000 consumers the Class is sufficiently numerous. Common
3 issues of law and fact predominate; undisputedly, Keystone represented the trailers
4 as having steel trusses when they had wood, that predominating misrepresentation
5 was the only information Keystone made available about the trusses’ material
6 specification and is common to all Class members. For sure, that common
7 misrepresentation will be used to drive resolution of each claim. Plaintiff is also
8 typical of the other Class members, he purchased his trailer believing the trusses
9 were made of steel, not wood. Finally, Plaintiff and his counsel are adequate as they
10 have no conflicts with the class and a class action is the superior method to resolve
11 these claims; it will answer the question of Keystone’s liability in one stroke while
12 promoting judicial efficiency.

13
14 As detailed below, common evidence can, and should, be used to prove all
15 the following claims: California’s Consumer Legal Remedies Act (“CLRA”), False
16 Advertising Law (“FAL”), Unfair Competition Law (“UCL”), and unjust
17 enrichment. Plaintiff respectfully requests his motion be granted.

18 **II. FACTUAL BACKGROUND**

19 **A. The Class Trailers**

20 “Keystone is the number one manufacturer of towable [Recreational
21 Vehicles (“RV”)] in North America.”³ Towable RVs, also referred to as “travel
22 trailers,” are non-motorized RVs that include living quarters (kitchen, beds,
23 bathroom) and are towed behind a separate vehicle used for camping or full-time
24

25 ² The Class Trailers’ Serial Number is an objective alphanumeric code that
26 represents the last 9-digits of the federally required 17-digit Vehicle Identification
27 Number (“VIN”). Keystone’s trailers are numbered sequentially, so each trailer
28 that was manufactured *after* the trailer identified with Serial Number HX414101
(e.g., HX414102), together with the “WE” marking, through December 1, 2019,
would be a Class Trailer with wood roof trusses, not the advertised steel.

³ See <https://www.keystonerv.com/about-keystone> (last visited January 2, 2026).

1 living without being self-propelled like a motorhome. Keystone manufactures six
2 brands of travel trailers, including the “Passport” brand. Keystone has
3 manufacturing facilities in two locations: Goshen, Indiana and Pendelton, Oregon.
4 Declaration of Simon Paris (“Paris Decl.”), Ex. 1 at No. 1.⁴ The Passport Trailers
5 manufactured at the Oregon facility, known as Plant #921, are uniquely identifiable
6 by their model numbers all which end with the marking “WE” to denote “Western
7 Edition” and a unique Serial Number that represents the last 9-digits of the 17-digit
8 VIN. Ex. 2 at 17:11-18:06; Ex. 1 at No. 1. The “Class Trailers” are the Passport
9 Brand Western Edition (“WE”) Trailers manufactured with a Serial Number that is
10 sequentially *after* HX414101 and sold prior to December 1, 2019. Ex. 3 at
11 45:12-46:19.

12
13 Keystone sold the Class Trailers to California consumers through its thirteen
14 (13) authorized California dealerships. Ex. 1 at No. 5. After an authorized
15 dealership sold a trailer, Keystone required the dealership to complete and return
16 the Retail Warranty Registration Card. Ex. 4; Ex. 5 at 122:01-15; Ex. 6 at
17 72:22-74:23; Ex. 7 at 75:12-78:03. The Registration Card includes the Class
18 Trailer’s model number and unique VIN/Serial Number, as well as the purchaser’s
19 name, address, and telephone number. *Id.* Keystone maintains the Registration
20 Cards for each Class Trailer amongst its business records. Ex. 5 at 154:13-156:09.

21 **B. Keystone Markets the Class Trailer’s Steel Roof Trusses**

22 To market the Class Trailers to California consumers, Keystone utilized a
23 product brochure that included the trailers’ specifications, options, floor plans and
24 materials for all Passport trailers. Ex. 5 at 53:01-24. Keystone’s intent in creating
25 these brochures was to inform consumers about the Class Trailers’ features. *Id.* at
26 58:22-59:06. Keystone provided these product brochures directly to its authorized
27

28 ⁴ All exhibits are attached to the “Paris Decl.” unless otherwise indicated.

1 California dealerships for distribution to prospective purchasers. Ex. 2 at
2 61:16-63:02, 65:15-66:01. Keystone delivered the brochures to its dealerships
3 using at least three methods: direct mail, placing them inside finished Class
4 Trailers that were ready to be shipped, and through the designated Keystone dealer
5 representative who made sure that the dealerships had “an adequate inventory of
6 brochures to share with customers.” Ex. 5 at 57:09-20. Keystone also published
7 these identical brochures on its website, which were available for download. *Id.* at
8 58:04-59:06.⁵ During the proposed class period, Keystone published four product
9 brochures for the Class Trailers. Exs. 8-11.

10
11 Keystone recognized that a key marketing feature was that the Class
12 Trailers’ 5” galvanized steel roof trusses. A roof truss is part of the Class Trailers’
13 framing that supports the trailer’s roof system; it provides essential structural
14 support, distributes weight, prevents sagging and ensures the roof withstands travel
15 stress, weather and other loads. Ex. 12 at 11. Keystone acknowledged that there are
16 a lot of RV brands with many of the same components, so it was important to
17 highlight material differences to potential consumers. Ex. 5 at 79:7-17. Keystone
18 believed that the use of steel truss was an “appealing” feature and, therefore,
19 specifically distinguished the Class Trailers’ roof trusses versus its competitors that
20 used wood. *Id.* at 79:19-23. Indeed, Keystone’s product manager believed that the
21 steel was “more long term, durable than wood.” *Id.* at 80:19-20.

22 To this end, Keystone also prepared product comparison sheets for its
23 dealerships, which expressly highlight the steel trusses as superior to its
24 competitors wood trusses. Ex. 5 at 124:13-130:22; Ex. 13 (“Galvanized steel is
25 stronger than wood and helps repel moisture and condensation that could
26 compromise the structural integrity. Wood exposed to moisture condensation will
27

28 ⁵ See, e.g., <https://www.keystonerv.com/brochures> (last visited January 7, 2026).

1 fail.”); Ex. 14 (“Passport roof construction is done with 5” galvanized steel trusses
2 making it stronger and less susceptible to condensation and inclement weather.”).
3 Keystone also prepared a Training Manual for the dealerships that directed the
4 salespeople to highlight to the consumer the importance of the “steel roof trusses.”
5 Ex. 15; Ex. 5 at 136:05-140:14.

6 **C. Keystone Changes the Class Trailers’ Trusses from Steel to Wood**

7 Keystone documents every manufacturing change with a Product Change
8 Notice (“PCN”). Ex. 2 at 184:12-19; Ex. 16 at 36:06-19 (“[PCN] document used to
9 communicate to multiple different teams within the company when a change is to
10 be made to a product.”). On September 28, 2016, Keystone issued PCN #061116
11 that documented a change in the Class Trailer’s roof trusses material from steel to
12 wood for all Passport brand trailers manufactured in Oregon (Plant #921)
13 beginning with trailer Serial Number HX414101. Ex. 17; Ex. 5 at 88:10-89:10; Ex.
14 2 at 209:10-14. The last steel roof truss was delivered to Oregon on September 27,
15 2016, the day before PCN #061116. Ex. 18; Ex. 3 at 62:09-64:04. The first of the
16 wood trusses would be delivered to Oregon around October 11, 2016. Ex. 19; Ex. 3
17 at 65:08-71:21. After PCN #061116 took effect in October 2016, every Class
18 Trailer manufactured in Oregon was manufactured with wood roof trusses. Ex. 3 at
19 45:25-46:19; Ex. 16 at 35:11-16 (“Q. So you agree that for purposes of
20 manufacturing ... Passport trailers in Oregon after September 2016, they utilized
21 wood roof rafters? A. Yes.”) (objections omitted).

23 Keystone switched the trusses from steel to wood to save money. First,
24 changing from steel to wood reduced Keystone’s input costs. Ex. 3 at 83:04-84:02.
25 As of October 18, 2016, Keystone projected the switch would yield it annualized
26 material cost savings of [REDACTED]. Ex. 20; Ex. 3 at 86:14-87:24. Second, the
27 switch eliminated associated shipping costs from the steel supplier located in
28 Indiana, which then had to be transported to Oregon. Ex. 21 at 63:10-65:02. These

1 shipping costs amounted to approximately \$3,000 per truckload for just a few
2 hundred trusses. *Id.* at 67:11-72:23.

6 **D. Despite the Switch, Keystone Continues to Market the Steel Trusses**

7 After PCN #061116 went into effect and steel trusses for Plant #921 were no
8 longer in use, Keystone published its next product brochure for the 2017 model
9 Class Trailers in November 2016. Ex. 8. At the time production began on the 2017
10 models, the switch from steel to wood was complete. Ex. 3 at 70:18-71:21. Yet,
11 Keystone’s brochure expressly stated that the roof trusses were made from “5
12 [inch] Crowned / Stamped Galvanized Steel Roof Trusses,” not wood. The image
13



26 from the brochure is below:⁶

27
28 ⁶ Ex. 8 at Gusinger_Keystone000369-370.

1 Again, in February 2017, Keystone’s Class Trailer brochure continued to
2 maintain that the trusses were steel, not wood. Ex. 9 at Plaintiff 288-289.
3 Keystone’s marketing would maintain that the trusses were steel through
4 December 2019, when Keystone would entirely remove any reference to the Class
5 Trailers’ truss material from all its marketing. Ex. 22. Keystone’s product manager
6 acknowledged that the marketing referencing the “5 [inch] Crowned / Stamped
7 Galvanized Steel Roof Trusses” was false. Ex. 5 at 104:08-105:10 (objections
8 omitted) (“Q. [T]he statement itself, you agree with me that that's an inaccurate
9 statement for Passports manufactured in plant 921 after [PCN #061116] became
10 effective? A.: Yes, I agree.”).

11 During the Class Period, Keystone marketed and sold nearly 1,000 Class
12 Trailers in California that specifically claimed to have steel trusses when in reality
13 they used less durable wood. Ex. 1 at No. 1.

14 **E. Plaintiff Believed the Trusses were Steel**

15 Before purchasing his Class Trailer, Plaintiff owned an Apache travel trailer
16 that was constructed with wood roof trusses that suffered wood rot and water
17 intrusion. Ex. 23 at 40:20-43:12. As a result, for his next trailer purchase, Plaintiff
18 wanted to avoid wood roof trusses. *Id.* at 64:25-66:06 (“that is one of the reasons
19 why the Passport caught my attention ... it’s not just aluminum walls. It’s this steel
20 in the roof too. There’s not a lot of wood.”).

21
22
23 Ex. 24. Plaintiff’s Class Trailer is a Passport Brand Western Edition
24 Trailer that bears Serial Number HX415851, which is sequentially after Serial
25 Number HX414101. *Id.*; Ex. 17; Ex. 25 at 54:06-17; Ex. 5 at 119:07-15; Ex. 26 at
26 55:09-14 (confirming wood trusses were used for Class Trailers in January 2017);
27 Ex. 12 at 6; Ex. 27; Ex. 23 at 230:17-231:06.
28

1 Plaintiff purchased his Class Trailer on May 18, 2017, from Keystone's
2 authorized California dealership, Trailer Hitch RV Center. Ex. 23 at
3 159:16-160:06. The Trailer Hitch RV salesman, Eric Tweedie, provided Plaintiff
4 the Keystone Class Trailer brochure dated February 2017, which represented the
5 Class Trailers' had "5 [inch] Crowned/Stamped Galvanized Steel Roof Trusses."
6 *Id.* at 125:02-12; Ex. 9. Plaintiff reviewed the product brochure before he
7 purchased the Class Trailer because he wanted to understand the specifics of the
8 model he was interested in. *Id.* at 242:09-15.

9 Based on the brochure, Plaintiff understood that his Class Trailer had steel
10 trusses, which induced him to purchase it. *Id.* at 64:25-66:06, 125:02-12,
11 134:22-136:22, 167:06-175:15, 190:11-192:15, 239:11-240:17. Plaintiff did do
12 research, and considered purchasing other trailers that used metal trusses, but they
13 were all outside his price range. Ex. 23 at 175:22-176:01. The Class Trailers
14 presented the best option: the durability of steel trusses at a manageable price
15 point.
16

17 **F. Plaintiff Discovers the Wood Rafters Hidden in the Trailer's Ceiling**

18 After purchasing his Class Trailer, Plaintiff intended on traveling and living
19 in his trailer, which included his desire to use solar panels to power the trailer in
20 remote locations. To ensure compliance with Keystone's warranty and due to a
21 series of serious medical and financial issues, Plaintiff was not in a position to
22 install the solar panels on the roof until several years after his purchase. *Id.* at
23 282:18-283:13; Ex. 28 at No. 5.

24 In early 2022, Plaintiff contacted Keystone seeking the Class Trailer's
25 blueprints for the structural frame and roof trusses to properly install the solar
26 panels on the roof. Ex. 28 at No. 2. Keystone rebuffed his information request and
27 instead directed him to a local dealership. *Id.* Plaintiff then contacted an authorized
28 dealership, who in turn contacted Keystone with Plaintiff's request. Ex. 29.

1 Keystone instructed the dealership not to disclose the blueprints to Plaintiff and
2 that Keystone advised against installing solar panels on Plaintiff's trailer because
3 the roof was "non-walkable," without adding anything more specific (i.e., not
4 steel). *Id.* at Guisinger_Keystone000442-43. The dealership ultimately did provide
5 Plaintiff with the blueprints, which identified the roof trusses as crowned / stamped
6 metal. *Id.* at Guisinger_Keystone000449; Ex. 30 at 116:07-119:12
7 (Guisinger_Keystone000449). The trusses are concealed inside the Class Trailers
8 ceiling and not readily visible. Plaintiff ultimately took apart a portion of his
9 trailer's ceiling in 2022 that revealed the trusses were wood, not the advertised
10 steel. Ex. 23 at 197:19-200:9.



11
12
13
14
15
16
17
18 Ex. 27.

19 **G. Plaintiff and the Class Were Damaged**

20 Keystone's misrepresentation damaged Plaintiff and the Class. Plaintiff
21 retained Wade C. Roberts, Ph.D. of Roberts Forensics to establish an economic
22 damages model to demonstrate damages are susceptible to common proof. Ex. 31.
23 Dr. Roberts' proposed methodology is the Van Westendorf Price Sensitivity
24 Analysis that will calculate the amount of overpayment attributable to Keystone's
25 misrepresentation. *Id.* at 10-17. Additionally, or alternatively, Plaintiff submits an
26 average cost of repair damage model for the Class Trailers. Ex. 32. Both present
27 common proof of class wide damages.
28

1 **III. ARGUMENT**

2 A party seeking to certify a class must demonstrate that it has met all four
3 requirements of Rule 23(a) and at least one of the requirements of Rule 23(b).
4 *Zinser v. Accufix Research Inst. Inc.*, 253 F.3d 1180, 1186 (9th Cir.
5 2001). “[P]laintiffs must prove the facts necessary to carry the burden of
6 establishing the prerequisites of Rule 23 are satisfied by a preponderance of the
7 evidence.” *Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*, 31
8 F.4th 651, 664 (9th Cir. 2022) (en banc). Although the Court’s “class-certification
9 analysis must be ‘rigorous’ and may ‘entail some overlap with the merits of
10 plaintiff’s underlying claim,’ . . . Rule 23 grants courts no license to engage in free-
11 ranging merits inquiries at the certification stage.” *Amgen Inc. v. Conn. Ret. Plans*
12 *& Trust Funds*, 568 U.S. 455, 465–66 (2013) (quoting *Wal-Mart Stores, Inc. v.*
13 *Dukes*, 564 U.S. 338, 351 (2011)). So “[m]erits questions may be considered to the
14 extent—but only to the extent—that they are relevant to determining whether the
15 Rule 23 prerequisites for class certification are satisfied.” *Id.* at 466; *see also Ellis*
16 *v. Costco Wholesale Corp.*, 657 F.3d 970, 983 n.8 (9th Cir. 2011) (it is
17 inappropriate to “determine whether class members could actually prevail on the
18 merits of their claims”). It is also “critical to keep in mind that class certification is
19 different from summary judgment. A court is only to decide whether a class action
20 is a suitable method of adjudicating the case.” *Lytle v. Nutramax Laboratories,*
21 *Inc.*, 114 F.4th 1011, 1023 (9th Cir. 2024) (cleaned up), *cert. denied*, 2025 WL
22 663695 (U.S. Mar. 3, 2025).

24 **A. The Class is Ascertainable**

25 In the Ninth Circuit, “there is no free-standing requirement above and
26 beyond the requirements specifically articulated in Rule 23.” *True Health*
27 *Chiropractic, Inc. v. McKesson Corp.*, 896 F.3d 923, 929 (9th Cir. 2018) (citing
28

1 *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1124 n.4 (9th Cir. 2017).
2 However, courts in the Ninth Circuit have “addressed the types of alleged
3 definitional deficiencies other courts have referred to as ‘ascertainability’ issues
4 through analysis of Rule 23’s enumerated requirements.” *Mickelonis v. Aspyr
5 Media, Inc.*, No. 8:23-CV-01220-MWC-ADS, 2025 WL 3050061, at *7 (C.D. Cal.
6 July 11, 2025) (quoting *Briseno*, 844 F.3d at 1124 n.4).

7 The proposed Class definition is: “All consumers who purchased a new
8 Passport Brand Western Edition Trailer from a Keystone authorized dealership in
9 California prior to December 1, 2019, with a Serial Number that sequentially ends
10 after HX414101.” Two objective criteria identify the Class Trailers. First, the Class
11 includes only Passport Brand Western Edition models, which are objectively
12 identified by reference to “WE” in the model number because they were all
13 manufactured at Plant #921 in Oregon. Keystone also affirmatively identified in
14 discovery the precise Passport Brand Western Edition models that were sold into
15 California during the relevant period. Ex. 1 at No. 1. Second, each Class Trailer
16 bears a Serial Number that comes sequentially after number HX414101. Ex. 17;
17 Ex. 5 at 88:10-89:10; Ex. 2 at 209:10-14. Between the purchase date preceding
18 December 1, 2019, the “WE” marking in the model number, and the Serial
19 Number that starts after HX414101, the Class Trailers are objectively identifiable.
20

21 Moreover, Keystone receives and maintains from its authorized dealerships
22 the Retail Warranty Registration Card that, just like Plaintiff’s Card, includes the
23 Class Trailer’s model number and VIN/Serial Number (that confirms class
24 membership), together with the Class Member’s name, address and telephone
25 number. Ex. 4; Ex. 5 at 122:01-15, 154:13-156:09; Ex. 6 at 72:22-74:23; Ex. 7 at
26 75:12-78:03.

27 **B. The Class meets the requirements of Rule 23(a)**
28

1 Plaintiff satisfies the requirements of Rule 23(a) because: (1) the Class is so
2 numerous that joinder is impracticable; (2) there are questions of law or fact
3 common to the Class; (3) the claims of the Class representatives are typical of the
4 claims of the Class; and (4) the Class representatives will fairly and adequately
5 protect the interests of the Class.

6 **1. Rule 23(a)(1): Numerosity**

7 Rule 23(a) requires the class to be “so numerous that joinder of all members
8 is impracticable.” Fed. R. Civ. P. 23(a)(1). “Courts generally find that numerosity
9 is satisfied if the class includes forty or more members.” *In re EthereumMax Inv.*,
10 No. CV 22-00163-MWF (SKX), 2025 WL 2377070, at *2 (C.D. Cal. Aug. 6,
11 2025) (quoting *Maldonado v. Apple, Inc.*, 333 F.R.D. 175, 186 (N.D. Cal. 2019)).
12 “The party seeking certification does not need to state the exact number of
13 potential class members, nor is a specific number of class members required for
14 numerosity, so long as there are sufficient class members that joinder is
15 impracticable. *Id.*

16
17 Keystone has identified approximately 1,000 new Class Trailers sold to
18 California consumers via its authorized dealership network during the relevant
19 period. Ex. 1 at No. 1. Numerosity is satisfied.

20 **2. Rule 23(a)(2): Commonality**

21 Rule 23(a)(2) requires that the case present “questions of law or fact
22 common to the class.” Fed. R. Civ. P. 23(a)(2). “The Supreme Court’s decision in
23 *Dukes* clarified that to demonstrate commonality, the putative class must show that
24 their claims depend upon a common contention that it is capable of class-wide
25 resolution — which means that determination of its truth or falsity will resolve an
26 issue that is central to the validity of each one of the claims in one stroke.” *In re*
27 *EthereumMax Inv.*, 2025 WL 2377070, at *3 (quoting *Dukes*, 564 U.S. at 350)
28

1 (internal quotation marks omitted). A single common question satisfies Rule
2 23(a)(2). *Id.*

3 Plaintiff’s CLRA, FAL, UCL and unjust enrichment claims present common
4 factual and legal questions that will drive their resolution. All claims arise from
5 Keystone’s representation that the Class Trailers’ roof trusses were “5 [inch]
6 Crowned/Stamped Galvanized Steel Roof Trusses” when in fact they were wood.
7 This is the sole representation about the Class Trailers’ trusses that Keystone
8 communicated to the Class and it was uniform over the three and a half years
9 covered by the class period. The falsity of this representation is common to all
10 Class members, and Keystone cannot credibly dispute that it was—in
11 fact—literally false. *Banks v. R.C. Bigelow, Inc.*, No. 2:20-CV-06208-DDP-
12 RAOX, 2024 WL 3330554, at *5 (C.D. Cal. July 8, 2024) (entering summary
13 judgment in favor of Plaintiffs and the certified class on the element of
14 deception/falsity). Beyond the common factual and legal implications of
15 Keystone’s false representation, issues of whether that representation was likely to
16 mislead a reasonable consumer, its materiality, and the damages resulting from it,
17 are all common to the Class. Commonality is satisfied.

18
19 **3. Rule 23(a)(3): Typicality**

20 Rule 23(a)(3) requires that “the claims and defenses of the representative
21 parties [be] typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3).
22 “Under the rule’s permissive standards, representative claims are ‘typical’ if they
23 are reasonably co-extensive with those of absent class members; they need not be
24 substantially identical.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir.
25 1998). “The test of typicality is whether other members have the same or similar
26 injury, whether the action is based on conduct, which is not unique to the named
27 plaintiffs, and whether other class members have been injured by the same course
28

1 of conduct.” *Ellis*, 657 F.3d at 984 (internal quotation marks omitted). “Typicality
2 refers to the nature of the claim or defense of the class representative, and not to
3 the specific facts from which it arose or the relief sought.” *Id.*

4 Plaintiff is typical of the proposed Class because his Class Trailer was
5 constructed with wood trusses despite Keystone’s misrepresentation that they were
6 steel. Plaintiff relied on Keystone’s representation in purchasing a Class Trailer,
7 and like all Class Members, Plaintiff did not receive what he was promised. All
8 Class Members were subjected to the same misrepresentation as Plaintiff, suffered
9 the same type of injury, all which is redressable under the claims Plaintiff asserts
10 here.

11 To the extent Keystone intends to raise the statute of limitations as an
12 affirmative defense against Plaintiff’s claims, this too presents a defense common
13 and typical to the Class. Plaintiff’s Complaint was promptly filed in February 2023
14 after learning of Keystone’s misrepresentation, so with a class period that ends
15 December 1, 2019, Keystone’s statute of limitations defense is not unique just to
16 Plaintiff, it is common to the Clas. And the evidence demonstrates that when
17 Plaintiff inquired about the trusses [REDACTED]
18 [REDACTED]

19 [REDACTED]
20 [REDACTED] Ex. 29. It was not until Plaintiff began deconstructing his trailer’s
21 ceiling that he discovered the wood trusses. Ex. 23 at 197:19-200:9. Indeed, absent
22 removing the ceiling, Class members likely remain ignorant they were victims of
23 Keystone’s well concealed deception. Thus, a resolution to the statute of
24 limitations defense for Plaintiff will resolve the defense for all Class Members. *See*
25 *Ellis*, 285 F.R.D. at 535 (“the Court concludes Defendant's defenses against the
26 Named Plaintiffs are typical of those that Costco may raise against other members
27 of the class, thus satisfying typicality.”) (internal quotations omitted). Typicality is
28 satisfied.

1 **4. Rule 23(a)(4): Adequacy**

2 Rule 23(a)(4) requires that “the representative parties will fairly and
3 adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Adequacy is
4 a two-part test: “(1) do the named plaintiffs and their counsel have any conflicts of
5 interest with other class members; and (2) will the named plaintiffs and their
6 counsel prosecute the action vigorously on behalf of the class?” *Ellis*, 657 F.3d at
7 985 (quotations omitted). Adequacy depends on an “absence of antagonism” and a
8 “sharing of interest” between Class representatives and absentee class members.
9 *Id.* Plaintiff’s interests are aligned with the Class, and there are no conflicts or
10 antagonism – they all suffered the same economic loss when they purchased the
11 Class Trailers without the advertised steel. Plaintiff has also fulfilled his duties to
12 the Class; he responded to Keystone’s extensive written discovery requests,
13 produced thousands of pages of documents, and traveled to Los Angeles for a full
14 day deposition.

15
16 Saltz Mongeluzzi & Bendesky, P.C. (“SMB”) is also adequate counsel.
17 SMB has extensive experience in complex and class-action litigation, including
18 consumer protection class action, which stem from a full range of deceptive,
19 unfair, and fraudulent business practices. Mr. Paris and SMB have been appointed
20 Class Counsel in numerous class actions. *See* www.smbb.com; *see also*, Ex. 33.
21 Adequacy is satisfied.

22 **C. The Class Meets the Requirements of Rule 23(b)(3)**

23 Certification is warranted under Rule 23(b)(3) because “the questions of law
24 or fact common to members of the class predominate over any questions affecting
25 only individual members,” and “a class action is superior to other available
26 methods for the fair and efficient” settlement of the controversy. Plaintiff satisfies
27 both factors.
28

1 **1. The Predominance Test is Satisfied**

2 “The Rule 23(b)(3) predominance inquiry tests whether proposed classes are
3 sufficiently cohesive to warrant adjudication by representation.” *Amchem Prod.,*
4 *Inc. v. Windsor*, 521 U.S. 591, 623 (1997). For “the predominance inquiry
5 specifically, a district court must evaluate ‘the method or methods by which
6 plaintiffs propose to use the [class-wide] evidence to prove the common question
7 in one stroke.’” *Lytle*, 114 F.4th at 1023 (citation omitted). “In determining
8 whether the ‘common question’ prerequisite is met, a district court is limited to
9 resolving whether the evidence establishes that a common question is capable of
10 class-wide resolution, not whether the evidence in fact establishes that plaintiffs
11 would win at trial.” *Id.* (citation omitted). “An individual question is one where
12 ‘members of a proposed class will need to present evidence that varies from
13 member to member,’ while a common question is one where ‘the same evidence
14 will suffice for each member to make a prima facie showing [or] the issue is
15 susceptible to generalized, class-wide proof.’” *Tyson Foods, Inc. v. Bouaphakeo*,
16 136 S. Ct. 1036, 1045 (2016) (citation omitted). “When ‘one or more of the central
17 issues in the action are common to the class and can be said to predominate, the
18 action may be considered proper under Rule 23(b)(3) even though other important
19 matters will have to be tried separately, such as damages or some affirmative
20 defenses peculiar to some individual class members.’” *Id.* (citation omitted).
21 Plaintiff’s claims can be proven through common evidence, and therefore satisfy
22 Rule 23(b)(3).
23

24 The UCL prohibits any “unlawful, unfair or fraudulent business act or
25 practice and unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof.
26 Code § 17200. A cause of action under the “fraud” prong of the UCL requires only
27 a showing that members of the public are “likely to be deceived,” *Podolsky v. First*
28

1 *Healthcare Corp.*, 50 Cal. App. 4th 632, 647–48, 58 Cal. Rptr. 2d 89 (1996), rather
2 than “actually deceived or confused by the conduct or business practice in
3 question.” *Schnall v. Hertz Corp.*, 78 Cal. App. 4th 1144, 1167 (2000). Relief
4 under the UCL is available without any proof of deception, reliance, or damage.
5 *Brakke v. Econ. Concepts, Inc.*, 213 Cal. App. 4th 761, 772 (2013).

6 Similarly, the FAL prohibits “untrue or misleading” statements in the course
7 of business. Cal. Bus. & Prof. Code § 17500. “In determining whether a statement
8 is misleading under the statute, the primary evidence in a false advertising case is
9 the advertising itself.” *Colgan v. Leatherman Tool Grp., Inc.*, 135 Cal.App.4th
10 663, 679 (2006) (citation and internal quotation marks omitted). Whether an
11 advertisement is “misleading” must be judged by the effect it would have on a
12 reasonable consumer. *Yokoyama v. Midland Nat'l. Life Ins. Co.*, 594 F.3d 1087
13 (9th Cir. 2010) (“consider the effect of misrepresentations upon a reasonable
14 consumer, not a particular consumer.”) (internal quotation marks omitted).

15 Like the FAL and UCL, the CLRA prohibits “unfair methods of competition
16 and unfair or deceptive acts or practices.” Cal. Civ. Code § 1770. To state a claim
17 under the CLRA, “a plaintiff must show (1) the defendant engaged in deceptive
18 conduct and (2) the deception caused plaintiff harm.” *Lytle*, 114 F. 4th at 1034.

19 Finally, California unjust enrichment requires the plaintiff to demonstrate
20 that Keystone was in receipt of a benefit and unjust retention of that benefit is at
21 the expense of another. *Berger v. Home Depot USA, Inc.*, 741 F.3d 1061, 1070 (9th
22 Cir. 2014) (citation omitted).

23 All of these claims can be proven using common, class wide evidence, as
24 demonstrated below.

25
26 **a) The Misrepresentation is Consistent and Uniform**

27 Throughout the Class Period, Keystone consistently and uniformly
28 represented the Class Trailers were constructed using steel trusses. During this

1 time, Keystone published just four product brochures – each containing the
2 identical representation about the use of steel trusses. *See* Exs. 8-11. The brochures
3 are the sole source of information about the Class Trailer’s material specifications.
4 The representation about the use of steel was intended to provide consumers with a
5 material difference between the Class Trailers versus Keystone’s competitors to
6 influence purchasing decisions. Keystone took numerous steps to ensure that the
7 brochures were distributed to potential purchasers of the Class Trailers, and gave
8 its dealerships product comparison sheets that highlighted the steel trusses.
9 Plaintiff’s experience underscores the effectiveness of Keystone’s marketing
10 strategy for the steel trusses. Ex. 23 at 125:02-12.

11 **b) The Common Evidence Supports a Presumption of Reliance**

12 Plaintiff can also use common evidence to establish reliance because
13 Keystone’s misrepresentation was material. “Although reliance and materiality are
14 separate elements, under the CLRA, a plaintiff can create a presumption of reliance
15 by demonstrating a material misrepresentation was made to the entire class.” *Lytle*,
16 114 F.4th at 1022. “[U]nder the CLRA, causation, on a class wide basis, may be
17 established by materiality. If the trial court finds that material misrepresentations
18 have been made to the entire class, an inference of reliance arises as to the class. A
19 misrepresentation under the CLRA is material if a reasonable person would attach
20 importance to its existence or nonexistence in determining his choice of action in
21 the transaction in question.” *Id* at 1034 (internal quotations omitted). “The same is
22 true as to whether a statement is likely to deceive members of *the public* under the
23 FAL and UCL.” *Noohi*, 146 F.4th at 868 (internal quotations omitted, emphasis in
24 original). Liability under either the specific false advertising provisions of the FAL
25 or the broader provisions of the UCL may be found without any individualized
26 proof of deception and solely on the basis that a defendant’s conduct was likely to
27 deceive customers. *Mass. Mutual Life Ins. Co. v. Superior Ct.*, 97 Cal. App. 4th
28

1 1282, 1289 (2002). “A representation is ‘material,’ however, if a reasonable
2 consumer would attach importance to it or if “the maker of the representation
3 knows or has reason to know that its recipient regards or is likely to regard the
4 matter as important in determining his choice of action.” *Hinojos v. Kohl's Corp.*,
5 718 F.3d 1098, 1107 (9th Cir. 2013). “[T]he materiality of a misrepresentation is
6 typically an issue of fact.” *Id.* at n.7. “Because materiality (and, hence, in this case
7 reliance) may be proved by reference to an objective, reasonable consumer
8 standard, reliance under the CLRA is generally susceptible to common proof.”
9 *Lytle*, 114 F.4th at 1034. “To establish reliance under the CLRA, a
10 misrepresentation need not be the sole or even the decisive cause of the injury-
11 producing conduct.” *Id.* at 1036 (internal quotations omitted).

12
13 Common evidence exists to establish materiality. First, it was of utmost
14 importance to Plaintiff that his Class Trailer have steel, not wood, trusses. *See Ex.*
15 *28* at No. 9 (“Plaintiff states that he desired rafters that would provide better
16 durability and rigidity over the life of the trailer.”). Plaintiff received from an
17 authorized dealership the Keystone Class Trailer brochure dated February 2017,
18 which represented the trailer’s roof trusses as “5 [inch] Crowned/Stamped
19 Galvanized Steel Roof Trusses.” *Ex. 23.* at 125:02-12; *Ex. 9* at
20 Plaintiff000288-289. Plaintiff, therefore, understood that his Class Trailer was
21 constructed with steel, not wood, trusses at the time of purchase. *Ex. 23* at
22 134:22-136:22, 239:11-240:17.

23
24 Second, Keystone internally recognized the importance of the steel trusses to
25 consumers. Keystone prepared product comparison sheets for use by its authorized
26 dealerships that compared Class Trailers to competitors and expressly highlighted
27 the Class Trailers were constructed using steel trusses versus competitors’ wood.
28 *Ex. 5* at 129:12-130:22; *Ex. 13* (“Galvanized steel is stronger than wood and helps
repel moisture and condensation that could compromise the structural integrity.

1 Wood exposed to moisture condensation will fail.”); [REDACTED]

2 [REDACTED]
3 [REDACTED]. Keystone’s product
4 manager for the Class Trailers likewise recognized the superiority of steel over
5 wood and intentionally highlighted the steel trusses to entice a consumer’s
6 purchase. Ex. 5 at 78:23-80:20, 169:10-15. Finally, Keystone’s sales Training
7 Manual for the Class Trailers likewise highlighted the importance of referencing
8 to consumers the “steel roof trusses.” Ex. 15; Ex. 5 at 136:05-140:14. Keystone
9 internally understood the steel trusses were an important feature that may in part
10 prompt a consumer to purchase a Class Trailer over one of its competitors. Ex. 5 at
11 124:13-130:22.

12
13 Lastly, expert testimony demonstrates that Keystone’s misrepresentation
14 was materially misleading to a reasonable consumer. Plaintiff’s damages expert,
15 Dr. Roberts, recognizes this significance, explaining that “[d]ifferences between
16 metal and wood roof trusses [] constitute differences in product characteristics that
17 would be expected to affect consumer valuation at the time of sale/purchase.” Ex.
18 31 at 6. Additionally, Plaintiff’s engineering expert, Robson Forensic, also
19 addresses the structural and material property principles that establish the
20 inferiority of wood to steel trusses. Ex. 12. Thus, Plaintiff’s expert testimony also
21 confirms the materiality of Keystone’s misrepresentation.

22 **c) The Class was Exposed to the Misrepresentation**

23 To establish class wide exposure, “[t]he relevant analysis under California
24 law does not consider whether each class member saw and relied on each of the
25 Challenged Statements and in what combination, but instead whether the
26 Challenged Statements were used consistently through the Class Period, supporting
27 an inference of class wide exposure, and whether the Challenged Statements would
28 be material to a reasonable consumer.” *Krommenhock v. Post Foods, LLC*, 334

1 F.R.D. 552, 563–64 (N.D. Cal. 2020). “Evidence that a multi-media promotional
2 campaign is uniform, highly orchestrated, concentrated and focused on its intended
3 audience has been found compelling, even where there was little evidence that the
4 putative class members were exposed to *the exact same* alleged
5 misrepresentations.” *In re EthereumMax Inv.*, 2025 WL 2377070, at *4 (citing
6 *Makaeff v. Trump Univ., LLC*, No. 3:10-cv-0940-GPC-WVG, 2014 WL 688164, at
7 *13 (S.D. Cal. Feb. 21, 2014)) (emphasis in original).

8 The common evidence establishes the marketing was uniform, and targeted,
9 at potential purchasers, like Plaintiff. Before a consumer spent thousands of dollars
10 to purchase a Class Trailer, the sole source of information about the Class Trailers’
11 material specifications was the information contained in Keystone’s brochures and
12 repeated in identical fashion on its website. Ex. 5 at 53:15-24. Keystone ensured
13 that its dealerships in California had the product brochures to provide to
14 prospective purchasers. Ex. 2 at 61:16-63:02, 65:15-66:01. Keystone consistently
15 utilized the identical misrepresentation for the three and a half years covered by the
16 class period and relied on the identical misleading demonstrative highlighting the
17 steel trusses (*see supra*, pg. 6) to communicate to the Class. Exs. 8-11. A
18 presumption of class wide exposure is warranted where, as here, the unaltered
19 nature of the misrepresentation throughout the class period was the only source of
20 information about the Class Trailer’s material specifications available to the Class.

21
22 **d) Keystone Received an Unjust Benefit from the Class**

23 Class members purchased the Class Trailers understanding they were
24 constructed using steel trusses, not wood. Keystone enjoyed significant annualized
25 cost savings by using wood, as opposed to steel. At the same time, Keystone used
26 the misrepresentation about the steel trusses to entice Class members to purchase
27 its trailers as opposed to ones manufactured by a competitor. Keystone retained the
28 benefits it enjoyed from its misrepresentation to the detriment of the Class who did

1 not receive the benefit of their bargain. Plaintiff’s unjust enrichment claim is also
2 subject to class wide proof.

3 **e) Damages can be Proven through Common Evidence**

4 Damages are subject to common proof. At the class-certification stage,
5 Plaintiff need only show that “damages can be determined without excessive
6 difficulty and attributed to their theory of liability.” *Just Film, Inc. v. Buono*, 847
7 F.3d 1108, 1121 (9th Cir. 2017). “[C]lass action plaintiffs may rely on an
8 unexecuted damages model to demonstrate that damages are susceptible to
9 common proof so long as the district court finds . . . that the model will be able to
10 reliably calculate damages in a manner common to the class at trial.” *Lytle*, 114
11 F.4th at 1024. There is no “requirement that class action plaintiffs actually prove
12 that class wide damages exist in order to obtain class certification.” *Id.* at 1025.
13 Class treatment is appropriate “even where such calculations have not yet been
14 performed.” *Id.*

15
16 Here, Plaintiff retained Wayne Roberts, Ph.D., who describes the process for
17 measuring class members’ damages by calculating the economic value to a
18 consumer of the representation that Class Trailers were manufactured with “5
19 [inch] Crowned/Stamped Galvanized Steel Roof Trusses.” Ex. 31. The amount of
20 overpayment attributable to the misrepresentation is the standard measure of
21 damages under the CLRA and for restitution under the FAL, UCL, and unjust
22 enrichment. *See Noohi*, 146 F.4th at 865.

23 Dr. Roberts described a two-step process. First, he will conduct the
24 qualitative market research designed to uncover consumers’ understanding of and
25 response to Keystone’s misrepresentation.⁷ *Id.* at 11-13. Second, Dr. Roberts will
26

27 ⁷ Through its Registration Cards, Keystone maintains a database of all Class
28 Trailer purchasers that is available if a class is certified. Additionally, Polk Data
Services has the registration data for all VINs for Class Trailers. Polk will not
release this data until after a class is certified.

1 conduct quantitative surveying and market analysis to measure the economic value
2 to consumers of Keystone’s misrepresentation. *Id.* at 13-14. Dr. Roberts proposes
3 the Van Westendorf Price Sensitivity analysis to measure the economic difference
4 between the product as represented to consumers and the product as actually
5 delivered. *Id.* at 14-18. This is the same methodology Dr. Roberts performed, and
6 the Ninth Circuit approved, in *Noohi*. *See* 146 F. 4th at 864.

7 The Ninth Circuit has also identified the average costs of repair damages
8 model as viable methodology for class certification *See Nguyen v. Nissan North*
9 *America, Inc.*, 932 F.3d 811, 821 (9th Cir. 2019) (holding all that is required at
10 class certification is a nexus between the legal theory and the average cost of repair
11 damage model). To that end, Plaintiff also presents, alternatively, an average cost
12 of repair damage model. Ex. 32. Plaintiff retained Art Ashley, who manages a full-
13 service RV Body Shop and Repair Facility in California. *Id.* Mr. Ashley prepared a
14 Roof Truss Replacement Analysis, which evaluates the reasonable costs associated
15 with replacing the wood trusses with steel consistent with Keystone’s
16 representation at the time of purchase. *Id.* Mr. Ashley’s average cost of repair
17 damage model is scaled for Class Trailers 20-35 feet in length. Ex. 32 at Sect. 11.
18 Restitution under California law “need not account for benefits received after
19 purchase where the focus is on the value of the service at the time of purchase.”
20 *Nguyen*, 932 F.3d at 820 (citations omitted). Mr. Ashley’s analysis also presents a
21 common damages model applicable to the Class.

22 Finally, Keystone—itsself—estimated the cost to remediate this
23 misrepresentation at approximately \$7,000 per trailer. Ex. 2 at 227:02-07.
24 “California law requires only that some reasonable basis of computation of
25 damages be used, and the damages may be computed even if the result reached is
26 an approximation.” *Nguyen*, 932 F.3d at 818 (internal quotations omitted). “We
27 have noted that class wide damages calculations under the CLRA are particularly
28

1 forgiving.” *Id.* Thus, even Keystone’s own internal approximation can serve as a
2 basis for damages.

3 **2. A Class Action is the Superior Method of Adjudication**

4 “[T]he purpose of the superiority requirement is to assure that the class
5 action is the most efficient and effective means of resolving the controversy.”
6 *Wolin*, 617 F.3d at 1175 (citation omitted). “A class action may be superior where
7 class-wide litigation of common issues will reduce litigation costs and promote
8 greater efficiency.” *In re EthereumMax Inv.*, 2025 WL 2377070, at *16. This
9 litigation will satisfy Class Members’ claims in one stroke based on the same
10 documents and testimony from Keystone, including any affirmative defenses
11 Keystone may assert. The identical false statement impacts each Class Trailer and
12 each purchaser is readily identifiable from Keystone’s records. The superiority
13 requirement is satisfied.
14

15 **IV. CONCLUSION**

16 Plaintiff respectfully requests this Court certify the following Class: “All
17 consumers who purchased a new Passport Brand Western Edition Trailer from a
18 Keystone authorized dealership in California prior to December 1, 2019, with a
19 Serial Number that sequentially ends after HX414101.” Plaintiff also requests that
20 the Court appoint Saltz Mongeluzzi & Bendesky, P.C. as Class counsel and
21 Plaintiff Marc Guisinger as the Class representative.
22

23 Date: January 9, 2026

By: s/Simon B. Paris

Simon Bahne Paris

Patrick Howard

**SALTZ, MONGELUZZI,
& BENDESKY, P.C.**

1650 Market Street, 52nd Floor

Philadelphia, PA 19103

Tel: (215) 575-3986

sparis@smbb.com

phoward@smbb.com

Counsel for Plaintiff and the Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on January 9, 2026, I electronically filed the foregoing
3 with the Clerk of Court using the CM/ECF system and I served a copy of the
4 foregoing pleading on all counsel for all parties via the CM/ECF system and/or
5 mailing same by United States Mail, properly addressed, and first-class postage
6 prepaid, to all counsel of record in this matter.
7

8 */s/ Simon Bahne Paris*
9 Simon Bahne Paris
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28