

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. 2:23-cv-01393-MWC-RAO Date: February 19, 2026

Title: Marc Guisinger v. Keystone RV Company

Present: The Honorable Michelle Williams Court, United States District Judge

T. Jackson
Deputy Clerk

Not Reported
Court Reporter / Recorder

Attorneys Present for Plaintiffs:
N/A

Attorneys Present for Defendants:
N/A

Proceedings: (In Chambers) The Court GRANTS Plaintiff’s motion for class certification (Dkt. [86]) and SETS ORDER TO SHOW CAUSE re State Bar Referral of Simon Paris.

Before the Court is a motion for class certification (“Motion”) filed by Plaintiff Marc Guisinger (“Plaintiff”). Dkt. # 86, 89 (“*Mot.*”). Defendant Keystone RV Company (“Defendant” or “Keystone”) opposed, Dkt. # 94 (“*Opp.*”), and Plaintiff replied, Dkt. # 100 (“*Reply*”). The Court finds the matter appropriate for decision without oral argument and **VACATES** the Motion hearing. *See* Fed. R. Civ. P. 78; L.R. 7-15. Having considered the papers, the Court **GRANTS** Plaintiff’s motion for class certification.

Additionally, in reply, Plaintiff attributes a quote to *Broadwood Inv. Holdings LP v. United States*, 611 F. App’x 440 (9th Cir. 2015), that does not appear in the cited case. *See Reply* 12; *see infra* Section III.A.i. Accordingly, although the Motion is taken off calendar, the Court sets an **ORDER TO SHOW CAUSE** re State Bar Referral of Simon Paris for breach of the duty of candor to the Court, to be heard on **February 27, 2026**, at 1:30 p.m. in Courtroom 6A. Mr. Paris is required to appear in person.

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I. Background

This is a false advertising case involving Passport Brand Western Edition towable trailers manufactured by Defendant. Dkt. # 1 (“*Compl.*”).¹ Plaintiff, on behalf of himself and all others similarly situated, brings this class action against Defendant asserting violations of California’s consumer protection statutes (California’s Unfair Competition Law, Consumers Legal Remedies Act, and False Advertising Law) and unjust enrichment. *See id.*

A. Factual Background²

Defendant manufactures six brands of travel trailers, including the “Passport” brand at issue in this case. *Compl.* ¶¶ 2-3; *Mot.* 2-3. Defendant has manufacturing facilities in two locations: Goshen, Indiana, and Pendleton, Oregon. Dkt. # 89-1 (“*Paris Decl.*”), Ex. 1 ¶ 1. The Pendleton, Oregon plant is known as “Plant 921.” *Id.*, Ex. 1 ¶ 1. The Passport Trailers manufactured at Plant 921 are uniquely identifiable by their model numbers, which end in “WE” to denote “Western Edition,” and have a unique serial number that represents the last nine digits of the 17-digit Vehicle Identification Number. *Id.*, Ex. 2 at 17:11–18:06; Ex. 1 ¶ 1.

Keystone documents every manufacturing change with a Product Change Notice (“PCN”). *Paris Decl.*, Ex. 2 at 184:12-19; Ex. 16 at 36:06-19. On September 28, 2016, Keystone issued PCN #061116 that documented a change in the material of the roof trusses of all Passport brand trailers manufactured in Oregon (Plant 921) beginning with

¹ A towable trailer, also called a “towable RV” or “travel trailer,” is a non-motorized RVs that includes living quarters (i.e., a kitchen, beds, and bathroom) and is towed behind a separate vehicle. *Mot.* 2.

² The Court provides a preliminary factual background based on allegations in the Complaint and evidence presented in connection with the Motion. On a motion for class certification, the Court “makes no findings of fact and announces no ultimate conclusions on Plaintiffs’ claims.” *Keilholtz v. Lennox Hearth Prods. Inc.*, 268 F.R.D. 330, 337 n.3 (N.D. Cal. 2010); see also *Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651 (9th Cir. 2022) (“the district court was not required to resolve factual disputes regarding ultimate issues on the merits”).

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trailer Serial Number HX414101, from steel to wood.³ *Paris Decl.*, Ex. 17; Ex. 5 at 88:10-89:10; Ex. 2 at 209:10-14. Plaintiff argues that, after PCN #061116 took effect in October 2016, every Passport trailer made in Oregon was manufactured with wood roof trusses. *Mot.* 5, citing *Paris Decl.* Ex. 3 at 45:25-46:19; Ex. 16 at 35:11-16. Defendant, in turn, argues that some Passport trailers made in Oregon between August 2018 and April 2019 were manufactured with metal roof trusses. *See, e.g., Opp.* 19; Dkt. # 93-4 (“*Meyer Decl.*”) ¶¶ 6–7. Plaintiff argues that Keystone saved \$450,000 per year by switching to wood trusses. *Mot.* 6.

After the switch, Keystone allegedly continued to market that the roof trusses were made from “5 [inch] Crowned / Stamped Galvanized Steel Roof Trusses” until December 2019. *See id.* 6–7; *Paris Decl.*, Exs. 8 at 369–70; Ex. 9 at 288–89; Ex. 22. To market the Passport trailers made in Oregon to California consumers, Keystone allegedly utilized a product brochure that included the trailers’ specifications, options, floor plans and materials. *Mot.* 3, *Paris Decl.*, Ex. 5 at 53:01–24.

Plaintiff, a citizen of New Mexico, spent six months researching trailers and visiting different dealerships before deciding to purchase a Passport trailer from Defendant. *Compl.* ¶¶ 11, 19. When Plaintiff visited Trailer Hitch RV Center, he was provided with a marketing brochure that advertised the trailer as using galvanized steel rafters. *Id.* ¶ 20. On May 18, 2017, Plaintiff purchased a new 2017 Keystone Passport 199 MLWE Ultra Lite Grand Touring Travel Trailer (the “Trailer”) from Trailer Hitch RV Center, a Keystone dealership in Nipomo, San Luis Obispo County, California. *Id.* ¶¶ 3, 11, 20. Plaintiff alleges he specifically purchased the Trailer because, based on Defendant’s advertising and marketing, including Keystone’s marketing brochure, Keystone’s website, and conversations with a Keystone dealership employee, he believed the Trailer used galvanized steel rafters, and that galvanized steel rafters would provide a more secure foundation for mounting multiple solar panels and greater rigidity and durability than wood rafters. *Id.* ¶ 21.

In preparation to install solar panels, in late January or early February 2022, Plaintiff called Keystone to request blueprints for the roof’s structural frame and the placement of trusses. *Id.* ¶ 22. Plaintiff was told Keystone would not provide the

³ The Court follows the Complaint and uses “rafters” and “trusses” interchangeably. *Id.* ¶ 3 n.1. The Court also follows the parties’ briefing and uses “steel” and “metal” interchangeably. *See, e.g., Mot.* 8:8, 28; *Opp.* 1 n.2.

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blueprints, and Plaintiff should contact his dealership. *Id.* ¶ 23. Plaintiff contacted a local Keystone dealer and asked for the blueprints and confirmation that his Passport Trailer used steel rafters. *Id.* ¶ 24. The Keystone dealer, after contacting a Keystone company technician/engineer, stated that the Passport Trailers did not use steel rafters and, in fact, never did. *Id.* Plaintiff removed the bezel from one of the ceiling vents in his Trailer, removed the insulation, and confirmed that wood—not steel—rafters were used in the roof of his Trailer. *Id.* On December 5, 2022, Plaintiff was advised by a Keystone dealer that “[a]fter review, [his Trailer] has a non-walkable roof” and that adding solar panels “is a modification to the [Trailer] that [it] would not advise upon.” *Id.* ¶ 25.

B. Procedural History

Plaintiff filed this lawsuit on February 23, 2023. *See Compl.* In the Complaint, Plaintiff proposed certifying the following Class: “All persons who purchased a Keystone Trailer in the State of California advertised as having five-inch galvanized steel rafters or trusses in the Trailers’ roofs.” *Id.* ¶¶ 37–38. The proposed class excludes Defendant and any entities in which Defendant has a controlling interest, any of Defendant’s parents, subsidiaries, affiliates, officers, directors, employees and members of such person’s immediate families, the presiding judge(s) in this case and his/her immediate family. *Compl.* ¶ 39.

On January 9, 2026, Plaintiff filed this Motion seeking to certify the following class, pursuant to Federal Rules of Civil Procedure (“Rules”) 23(a) and (b)(3):

All consumers who purchased a new Passport Brand Western Edition Trailer from a Keystone authorized dealership in California prior to December 1, 2019, with a Serial Number that sequentially ends after HX414101

(the “Class Trailers”). *Mot.* 29.

Plaintiff seeks damages, including actual, compensatory, general, special, incidental, statutory, punitive, and consequential damages and disgorgement in an amount to be determined at trial; injunctive relief to halt Defendant’s conduct; and reasonable attorneys’ fees and expenses, on behalf of himself and members of the class. *Compl.*, p. 12.

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II. Legal Standard

Federal Rule of Civil Procedure (“Rule”) 23 “provides a procedural mechanism for ‘a federal court to adjudicate claims of multiple parties at once, instead of in separate suits.’” *Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651, 664 (9th Cir. 2022) (en banc) (quoting *Shady Grove Orthopedic Assocs., P.A. v. Allstate Ins. Co.*, 559 U.S. 393, 408 (2010)).

To obtain class certification under Rule 23, plaintiffs must make two showings. “First, the plaintiffs must establish ‘there are questions of law or fact common to the class,’ as well as demonstrate numerosity, typicality and adequacy of representation.” *Id.* (quoting Fed. R. Civ. P. 23(a)). “Second, the plaintiffs must show that the class fits into one of three categories [under Fed. R. Civ. P. 23(b)].” *Id.*

Before certifying a class, a district court must be “satisfied, after a rigorous analysis, that the prerequisites” for class certification have been met. *Id.* (citing *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 161 (1982), and *Comcast Corp. v. Behrend*, 569 U.S. 27, 35 (2013)). “Plaintiffs wishing to proceed through a class action must actually prove—not simply plead—that their proposed class satisfied each requirement of Rule 23, including (if applicable) the predominance requirement of Rule 23(b)(3),’ and must carry their burden of proof ‘before class certification.’” *Id.* (quoting *Halliburton Co. v. Erica P. John Fund, Inc.*, 573 U.S. 258, 275–76 (2014)) (cleaned up). “[P]laintiffs must prove the facts necessary to carry the burden of establishing that the prerequisites of Rule 23 are satisfied by a preponderance of the evidence.” *Id.* at 665. In meeting that burden, plaintiffs may use “any admissible evidence.” *Id.*

While the class certification analysis may “entail some overlap with the merits of the plaintiff’s underlying claim,” those “merits questions may be considered only to the extent that they are relevant to determining whether the Rule 23 prerequisites for class certification are satisfied.” *Id.* at 667 (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 351 (2011), and *Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 466 (2013)) (cleaned up). “Rule 23 grants courts no license to engage in free-ranging merits inquiries at the certification stage.” *Id.* (quoting *Amgen*, 568 U.S. at 466). “A court, when asked to certify a class, is merely to decide a suitable method of adjudicating the case and should not ‘turn class certification into a mini-trial’ on the merits.” *Edwards v. First Am. Corp.*, 798 F.3d 1172, 1178 (9th Cir. 2015) (citing *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 983 n.8 (9th Cir. 2011)).

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III. Discussion

A. Defendant’s Preliminary Arguments Against Class Certification

i. *Meet and Confer Requirement*

The Motion lacks a certification that Plaintiff met and conferred with Defendant to discuss, preferably in person, the substance of the Motion at least 7 days prior to filing, as required by Local Rule 7-3 and this Court’s standing order. *See* C.D. Cal. L.R. 7-3; Dkt. # 68, 6:4–7. Instead, Plaintiff’s counsel avers that he wrote to Defendant two days prior to filing the Motion. *See* Dkt. # 86 (Not. Mot.), 2. Two days’ written notice does not satisfy Local Rule 7-3, and there is no exception in the rule for motions identified in the Court’s standing order, nor motions that counsel assumes will be opposed. *See* C.D. Cal. L.R. 7-3.

Failure to follow Court rules is grounds to deny or strike a motion. *See Tri-Valley CAREs v. U.S. Dep’t of Energy*, 671 F.3d 1113, 1131 (9th Cir. 2012) (“Denial of a motion as the result of a failure to comply with local rules is well within a district court’s discretion.”).

The Court is further troubled by Plaintiff’s misrepresentation that the Ninth Circuit considered an “identical argument to be ‘without merit’ when, as here, the motion appears on the Court’s schedule and is openly discussed among the parties.” *See Reply* 12 (quoting *Broadwood Inv. Holdings LP v. United States*, 611 F. App’x 440 (9th Cir. 2015)). Not only does the quoted language (“without merit”) not appear in *Broadwood*, the unpublished memorandum does not mention the Central District’s meet and confer requirement.

The Court exercises its discretion and does not deny the motion as a result of Plaintiff’s non-compliance, but Plaintiff’s counsel is **CAUTIONED** to adhere to all applicable rules going forward.

ii. *Revised Class Definition*

Next, the Motion seeks to certify a class that is defined differently than in the Complaint. *Compare Mot.* 10–11, *Compl.* ¶ 38. The Motion limits the class to (i) “consumers” (not “all persons”), (ii) purchasers of “new” trailers, (iii) only “Passport

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Brand Western Edition” units (not any Keystone trailer), and (iv) purchases made before December 1, 2019 and with serial numbers ending after HX414101. Defendant argues this is grounds to deny the Motion, because the new definition “materially narrow—and reshape—the proposed class.” *Opp.* 14.

“[Defendant] is incorrect that Plaintiff’s motion should be denied because of the discrepancy between the class definition in his complaint and the class he seeks to certify here.” *See Howard v. Aetna Life Ins. Co.*, No. CV 22-01505-CJC (MRWx), 2024 WL 1098789, at *5 (C.D. Cal. Feb. 27, 2024). “As Plaintiff highlights, the proposed class for certification is narrower than the one in the Complaint . . . [and] [t]here is near-consensus that the plaintiff may narrow the class definition during the class certification process without seeking leave to amend.” *See id.* (citing 1 McLaughlin on Class Actions § 4:2 (20th ed.) (October 2023)); *see also McCurley v. Royal Seas Cruises, Inc.*, 331 F.R.D. 142, 162 (S.D. Cal. 2019) (“A plaintiff may properly narrow the class for which it seeks class certification even in a reply brief.”). Because the new definition is narrower than the alleged definition, the Court does not deny certification on this basis.

The Court proceeds to the procedural requirements of Rule 23.

B. Rule 23(a)

i. Numerosity

Rule 23(a) requires that the class be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). Numerosity does not have a fixed numerical threshold and instead requires an examination of the specific facts of each case. *Rannis v. Recchia*, 380 F. App’x 646, 651 (9th Cir. 2010) (citing *Gen. Tel. Co. of the Nw.* 446 U.S. at 330 (1980)). Courts generally find numerosity when a class contains at least forty members. *Id.* (citation omitted).

In his Motion, Plaintiff estimates there are around 1,000 class members. *Mot.* 12. Plaintiff further asserts in Reply that Keystone can identify each of the 769 Class Members and their respective Class Trailers. *Reply* 1 n.1. Defendant does not dispute numerosity. *See Opp.* 18.

The Court finds the numerosity requirement is met.

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ii. Commonality

Rule 23 contains two related commonality provisions. *See* Fed R. Civ. P. 23. Rule 23(a)(2) requires that there be “questions of law or fact common to the class.” Rule 23(b)(3), in turn, requires that such common questions predominate over individual ones.

The Ninth Circuit has explained that Rule 23(a)(2) does not preclude class certification if fewer than all questions of law or fact are common to the class. *See Hanlon v. Chrysler Corp.* 150 F. 3d 1011, 1019 (9th Cir. 1998) (“The commonality preconditions of Rule 23(a)(2) are less rigorous than the companion requirements of Rule 23(b)(3). Indeed, Rule 23(a)(2) has been construed permissively. All questions of fact and law need not be common to satisfy the rule. “The existence of shared legal issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class.” *Philips v. Ford Motor Co.*, No. 14-CV-02989-LHK, 2016 WL 7428810, at *7 (N.D. Cal. Dec. 22, 2016) (quoting *Hanlon*, 150 F.3d at 1019), *aff’d*, 726 F. App’x 608 (9th Cir. 2018). “In determining whether the ‘common question’ prerequisite is met, a district court is limited to resolving whether the evidence establishes that a common question is capable of class-wide resolution, not whether the evidence in fact establishes that plaintiffs would win at trial.” *Olean Wholesale Grocery Coop., Inc.*, 31 F.4th at 666–67.

Plaintiff proposes that there are multiple common questions whose answer will drive the resolution of this litigation. *Mot.* 12. The primary question he identifies is the falsity of Keystone’s representation that the Class Trailers’ roof trusses were “5 [inch] Crowned/Stamped Galvanized Steel Roof Trusses” when, in fact, they were wood. *Id.* Plaintiff also states there are common questions of whether that representation was likely to mislead a reasonable consumer; the materiality of the alleged misrepresentation, and the resulting damages. *Id.*; *see Compl.* ¶ 41.

Defendant asserts that this case does not satisfy Rule 23(a)’s commonality provision for several reasons. First, it argues Plaintiff cannot prove “common answers” because Plant 921 “switched back to metal trusses during the proposed class period, defeating any uniform answer as to falsity.” *Opp.* 19. Second, “[c]onsumer exposure depended on individualized interactions with dealer sales representatives,” preventing a common answer as to deception. *Id.* Third, Plaintiff offers no evidence as to materiality—that all or even most “class members cared about the composition of roof

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trusses when purchasing their trailers.” *Id.* Fourth, “Plaintiff’s damages model fails to establish that damages are measurable on a class wide basis.” *Id.* 20.

The Court finds Defendant’s arguments are more appropriately directed at the issues of typicality and predominance and addresses them below. *See infra* Section III.C.i. Here, Rule 23(a)(2) requires only that there exist some common issues of fact and law. The class members’ claims have something vital in common: all class members purchased a Class Trailer and were exposed to the representation that the Class Trailers’ roof trusses were “5 [inch] Crowned/Stamped Galvanized Steel.” Their claims are based on a common theory of liability. Therefore, Rule 23(a)(2)’s “relatively minimal” commonality requirement is satisfied. *See Ries v. Ariz. Beverages USA LLC*, 287 F.R.D. 523, 537 (N.D. Cal. 2012) (citing *Hanlon*, 150 F.3d at 1020).

iii. Typicality

Rule 23(a)(3) requires that the claims or defenses of the named Plaintiff be “typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). “[R]epresentative claims are ‘typical’ if they are reasonably co-extensive with those of absent class members; they need not be substantially identical.” *Hanlon*, 150 F.3d at 1020. “The test of typicality ‘is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct.’” *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015, 1030 (9th Cir. 2012).

Plaintiff argues that his claims are typical of the proposed class, because Plaintiff’s Trailer, like all class members’ trailers, was constructed with wood trusses. *Mot.* 13. Plaintiff argues he and all class members were subjected to and relied on the same misrepresentation and suffered the same type of injury in purchasing a Class Trailer. *Id.*

Defendant argues Plaintiff has failed to demonstrate typicality for several reasons. First, Plaintiff admits he reviewed a disclaimer, which was present on every brochure, that states product changes may occur without notice. *Opp.* 20, citing *Paris Decl.*, Ex. 23 (Pl. Dep. Tr.) 245:14–246:19. Second, “[c]onsumers who purchased a putative class trailer between August 2018 and April 2019 had metal roof trusses and were not injured by the alleged misrepresentation.” *Id.* Third, Plaintiff is subject to a unique statute of limitations defense, because he waited nearly five years to investigate the roof trusses to avoid voiding his warranty. *Id.*

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The Court finds that the typicality requirement has been satisfied, because Plaintiff’s claims are “reasonably co-extensive with those of absent class members.” *Hanlon*, 150 F.3d at 1020. Defendant points to particular facts that may be unique to Plaintiff’s claims, but these particularities do not render Plaintiff’s claims atypical in the sense that they differ from the claims of most class members. Instead, Defendant’s arguments go to whether the claims can be proved on a class-wide basis, or whether no class member’s claims can be established without looking at the particular circumstances of that class member. Thus, the issues are more appropriately characterized as challenges to Rule 23(b)(3)’s predominance requirement and are discussed below.

The Court concludes that Plaintiffs’ claims are typical of those of other class members. *See, e.g., Hopkins v. Stryker Sales Corp.*, No. 5:11-CV-02786-LHK, 2012 WL 1715091, at *7 (N.D. Cal. May 14, 2012) (finding that “differences between [named plaintiffs’] damages and the damages of other putative class members do not defeat typicality because ‘each of the Plaintiffs’ claims stem from the same allegedly unlawful policies and practices.’”).

iv. Adequacy

Rule 23(a)(4) requires that the class representatives “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). Representation is adequate when the named plaintiffs and their counsel do not “have any conflicts of interest with other class members” and the named plaintiffs and their counsel will “prosecute the action vigorously on behalf of the class[.]” *Evon*, 688 F.3d at 1031.

Plaintiff argues that the adequacy requirement has been met. First, Plaintiff has no conflicts of interest with other class members. *Mot.* 14. Plaintiff and the class members all suffered the same economic loss when they purchased the Class Trailers without the advertised steel. *Id.* Plaintiff also represents that he has fulfilled his duties to the class because he responded to Keystone’s extensive written discovery requests, produced thousands of pages of documents, and sat for a full-day deposition in Los Angeles. *Id.*

Defendant does not advance specific arguments as to Plaintiff’s (or Plaintiff’s counsel’s) adequacy. *See Opp.* 21–22.

The Court has no reason to doubt that Plaintiff will prosecute the action vigorously on behalf of the class, and the Court is not aware of any evidence indicating that Plaintiff

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has any conflicts of interest with other class members. On these facts, Plaintiff is an adequate class representative.

The Court also finds that Plaintiff’s counsel are adequate representatives. In determining adequacy of class counsel, the Court must assess the following requirements of Rule 23(g):

- (i) the work counsel has done in identifying or investigating potential claims in the action;
- (ii) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action;
- (iii) counsel’s knowledge of the applicable law; and
- (iv) the resources that counsel will commit to representing the class.

Fed. R. Civ. P. 23(g)(1)(A). Class counsel must “fairly and adequately represent the interests of the class.” Fed. R. Civ. P. 23(g)(4). The Court may consider “any other matter pertinent to counsel’s ability to fairly and adequately represent the interests of the class.” Fed. R. Civ. P. 23(g)(1)(B).

Plaintiff’s counsel are members of the Class Action Practice Group at Saltz Mongeluzzi & Bendesky, P.C. (“SMB”). *See Paris Decl.*, Ex. 33. SMB provides a description of the firm, the group’s experience in consumer class actions and other practice areas, and the biographies of counsel of record. *Id.* The Court finds Plaintiffs’ counsel is experienced, able to fairly and adequately protect the interests of the class, and capable of prosecuting this consumer class action. *See Turrey v. Vervent, Inc.*, No. 20-CV-0697 DMS (AHG), 2023 WL 163200, at *6 (S.D. Cal. Jan. 11, 2023) (“The named plaintiffs and their counsel must have sufficient ‘zeal and competence’ to protect the interests of the rest of the class.”) (citing *Fendler v. Westgate-Cal. Corp.*, 527 F.2d 1168, 1170 (9th Cir. 1975)).

For these reasons, Plaintiff and his counsel meet the adequacy requirement.

Having addressed the Rule 23(a) requirements, the Court turns to Rule 23(b)(3).

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C. Rule 23(b)(3)

For a class to be certified under Rule 23(b)(3), a plaintiff must, along with satisfying the requirements of Rule 23(a), satisfy two requirements commonly known as “predominance” and “superiority.” Fed R. Civ. P. 23(b)(3).

i. Predominance

The central Rule 23(b)(3) inquiry is whether “the proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 594 (1997). If common questions “present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication,” then “there is clear justification for handling the dispute on a representative rather than on an individual basis,” and the predominance test is satisfied. *Hanlon*, 150 F.3d at 1022. “[I]f the main issues in a case require the separate adjudication of each class member’s individual claim or defense, [however,] a Rule 23(b)(3) action would be inappropriate.” *Zinser v. Accufix Research Institute, Inc.*, 253 F.3d 1180, 1190 (9th Cir. 2001) (quoting 7A Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, FEDERAL PRACTICE AND PROCEDURE: CIVIL 2D § 1778, at 535–39 (1986)).

Defendant argues that individual issues prevent Plaintiff from establishing predominance. First, Plaintiff cannot prove reliance on a classwide basis, because Plaintiff cannot show that either uniform misrepresentations were made to the class, or that those alleged misrepresentations were material. *Opp.* 22–24. Second, Plaintiff has no common proof of injury. *Id.* 24–25; *see also id.* 19 (argument regarding standing). Third, Plaintiff has no common proof of damages. *Id.* 20, 24–25. Fourth, Plaintiff is subject to a unique statute of limitations defense. *Id.* 20–21.

The Court addresses Defendant’s contentions in turn.

a. Whether reliance and materiality can be shown on a class wide basis

As a general matter, “under the UCL, FAL, and CLRA, individual proof of deception, reliance, and injury is not required because these claims look instead to the objective reasonable consumer test to determine whether misrepresentations and omissions about the [challenged p]roducts were material and likely to deceive a

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reasonable consumer.” *Sihler v. Fulfillment Lab, Inc.*, No. 20CV1528-LL-DDL, 2023 WL 4335735, at *9 (S.D. Cal. June 23, 2023). “Because the reasonable consumer test is objective, the essential elements of the causes of action are capable of being established through a common body of evidence applicable to the whole class.” *Id.* Thus, the questions Defendant poses as individual determinations will be answered with common proof per the reasonable consumer test.

1. Uniform exposure to misrepresentations

Defendant argues Plaintiff is nonetheless not entitled to a classwide inference of reliance because he does not meet the threshold requirement to show “(1) that uniform misrepresentations were made to the class, and (2) that those misrepresentations were material.” *See in re ConAgra Foods, Inc.*, 302 F.R.D. 537, 571 (C.D. Cal. 2014). “An inference of classwide reliance cannot be made where there is no evidence that the allegedly false representations were uniformly made to all members of the proposed class.” *Davis-Miller v. Auto. Club of S. Cal.*, 201 Cal. App. 4th 106, 125 (2011).

Defendant argues that Plaintiff “offers no evidence that consumers uniformly received, reviewed, or relied on any brochure before purchase. Not only could consumers have varying conversations with any number of dealer retail sales representatives, but dealers could also create their own retail marketing and advertising materials, separate and distinct from Keystone brochures.” *Opp.* 22–23, 16.

On the contrary, Plaintiff has provided the four brochures used during the Class Period that include the uniform representation that Class Trailers “were constructed with “5 [inch] Crowned/Stamped Galvanized Steel Roof Trusses.” *See Paris Decl.*, Exs. 8–11. Plaintiff submits deposition testimony from Keystone’s product manager, Ryan Shuff, who was “responsible for the content of the brochures” during the relevant period, acknowledging that the roof truss representation was “incorrect” for the Western Edition at the relevant time period. *Id.*, Ex. 5 at 104:08–105:10. Mr. Shuff also testified that the brochure, and its “recreation” on the website, were the “primary” sources of information about the Class Trailers’ specifications. *Id.*, Ex. 5 at 53:15–24. Defendant’s corporate witness also testified that the brochures were shipped to dealerships in California in the relevant time period; the dealer “makes these brochures available to the customers”; and Defendant did not expect dealers to make subsequent changes to the brochure. *Id.*, Ex. 2 at 61:16–63:02, 65:15–66:01.

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The Court finds Plaintiff has shown by a preponderance of the evidence that Plaintiff and absent class members viewed the same or substantially similar representations.

2. Materiality

Next, a misrepresentation or omission is material if a reasonable consumer “would attach importance to its existence or nonexistence in determining his choice of action in the transaction in question.” *Steroid Hormone Prod. Cases*, 181 Cal. App. 4th 145, 157, (2010) (citations omitted).

Defendant argues that “Plaintiff offers no survey, data, or other evidence that roof truss material mattered to the class as a whole,” nor could he. *Opp.* 24. Defendant cites survey evidence from its expert, Dr. Isaacson, “showing that 19.3% of respondents considered the material of the roof trusses in their purchase of a towable travel trailer.” *Id.* 19.

The Court does not find Defendant’s evidence as to materiality prevents class certification. Whether a misrepresentation or omission is material is an objective inquiry and is therefore common to all class members and capable of classwide resolution. *See Mullins v. Premier Nutrition Corp.*, No. 13-CV-01271-RS, 2016 WL 1535057, at *5 (N.D. Cal. Apr. 15, 2016) (citation omitted).

b. Injury/Standing

The Supreme Court has stated that “[e]very class member must have Article III standing in order to recover individual damages.” *TransUnion LLC v. Ramirez*, 594 U.S. 413, 431 (2021). “[S]tanding requires that (1) the plaintiff suffered an injury in fact . . . (2) the injury is fairly traceable to the challenged conduct, and (3) the injury is likely to be redressed by a favorable decision.” *Mazza v. Am. Honda Motor Co.*, 666 F.3d 581, 594–95 (9th Cir. 2012) (quoting *Bates v. United Parcel Svc., Inc.*, 511 F.3d 974, 985 (9th Cir. 2007)).

Defendant argues Plaintiff’s proposed class cannot be certified because some members lack standing. Defendant argues the record shows that not all Class Trailers had wooden roof trusses, meaning some absent class members were not injured. *Opp.* 15. Defendant submits the Declaration of Eric Meyer, Keystone’s Vice President of Finance,

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in support of this contention. Dkt. # 93-4 (“*Meyer Decl.*”) ¶ 3. Mr. Meyer attests that, in his review of Keystone’s business records maintained in the ordinary course of business, Plant 921 purchased 10,400 metal roof rafters for use in Passport Western Edition travel trailers between May 2018 and April 2019. *Id.* ¶¶ 6-7. Mr. Meyer attaches to his declaration two spreadsheets summarizing Defendant’s business records. *Id.*, Exs. A, B. Defendant argues that the purchases show that Plant 921, “switched back to metal trusses during the proposed class period, defeating any uniform answer as to falsity.” *Opp.* 19.

The Court rejects the standing argument. First, Defendant relies on *TransUnion* to argue that every class member must have standing to certify the class. However, *Transunion* specifically disclaimed such a holding: “We do not here address the distinct question whether every class member must demonstrate standing *before* a court certifies a class.” *TransUnion LLC*, 594 U.S. at 431 n.4 (2021) (citing *Cordoba v. DIRECTV, LLC*, 942 F.3d 1259, 1277 (11th Cir. 2019)). *See also Healy v. Milliman, Inc.*, 164 F.4th 701, 708 (9th Cir. 2026) (holding “*TransUnion* [] compels unnamed class members to demonstrate evidence of standing . . . after class certification but prior to trial at summary judgment”).

Additionally, Rule 23 permits certification of a class even when the class “potentially includes more than a de minimis number of uninjured class members.” *Olean Wholesale Grocery Cooperative, Inc.*, 31 F. 4th at 669 (2022) (en banc). Defendant does not establish that the number of trailers made with metal is large enough to defeat predominance. Plaintiff submits evidence contrary to Defendant’s claim, and he argues in reply that Defendant submitted discovery responses and gave deposition testimony “conclusively establish[ing] that all Western Edition Passport Trailers were manufactured with wood trusses after September 2016.” *Reply* 1–2.

The Court determines that Plaintiff has met his burden to show, by a preponderance of the evidence, that individualized questions of injury and standing do not predominate.

c. Damages

“At this [class certification] stage, Plaintiffs need only show that such damages can be determined without excessive difficulty and attributed to their theory of liability. . . .” *Just Film, Inc. v. Buono*, 847 F.3d 1108, 1121 (9th Cir. 2017); *see also Pulaski & Middleman, LLC v. Google, Inc.*, 802 F.3d 979, 987–88 (9th Cir. 2015) (“[P]laintiffs

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must be able to show that their damages stemmed from the defendant’s actions that created the legal liability.”).

Plaintiff suggests two damages models. First, Wayne Roberts, Ph.D., describes a two-step process to calculate the economic value to a consumer of the representation that Class Trailers were manufactured with “5 [inch] Crowned/Stamped Galvanized Steel Roof Trusses.” *Mot.* 21; *Paris Decl.*, Ex. 31. This calculates the amount of overpayment attributable to the misrepresentation, which is the standard measure of damages under the CLRA and for restitution under the FAL, UCL, and unjust enrichment. *Mot.* 21. Second, Plaintiff retained Art Ashley, manager of a full-service RV body shop and repair facility in California, to create an “average cost of repair damages model” in the alternative. *Id.* 22.

Defendant argues, first, that Plaintiff fails to show his proposed damages models match his theory of liability to the case, because Dr. Roberts’ damages model “rests on a false premise: that ‘Keystone implemented a uniform and undisclosed substitution of metal roof trusses with wood roof trusses.’” *Opp.* 25. The Court has rejected the argument and found, at this stage, the record does not establish that some Class Trailers had metal roofs. *See supra* Section III.C.i.b.

Second, Defendant argues the cost of replacement model is not feasible, because no replacements are available on the market. *Opp.* 25. The purported logistical difficulty does not defeat a finding that common questions predominate over individual inquiries. “[C]lass action plaintiffs may rely on an unexecuted damages model to demonstrate that damages are susceptible to common proof so long as the district court finds, by a preponderance of the evidence, that the model will be able to reliably calculate damages in a manner common to the class at trial.” *Lytle*, 114 F.4th at 1024. Plaintiff attests in reply that Mr. Ashley’s analysis contemplates only “the cost necessary to convert the Class Trailer to the product promised at the time of delivery.” *Reply* 10.

The Court finds Plaintiff shows that damages can be determined without excessive difficulty and that it stems from his theory of liability, which is sufficient at this stage to establish that common questions predominate. *Just Film, Inc.*, 847 F.3d at 1121.

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d. Statute of limitations defense

Defendant argues Plaintiff is subject to a unique statute of limitations defense. Plaintiff alleges he did not discover the wood in the trusses until five years after purchase, by which time the statute of limitations periods on his claims had passed. *Opp.* 20–21. Defendant avers the lapse in time was willful. *Id.* 7.

As a general rule, “the presence of individual issues of compliance with the statute of limitations” does not necessarily “defeat the predominance of the common questions.” *Cameron v. E.M. Adams & Co.*, 547 F.2d 473, 478 (9th Cir. 1976). That is particularly true when, as here, Plaintiff asserts fraudulent concealment. *Mot.* 14. Defendant’s representations to each class member were the same, which permits the question of fraudulent concealment to be answered on a classwide basis. *See Bernson v. Browning-Ferris Indus.*, 7 Cal. 4th 926, 931 (1994) (under the principle of fraudulent concealment, a “defendant’s fraud in concealing a cause of action against him tolls the applicable statute of limitations, but only for that period during which the claim is undiscovered by plaintiff or until such time as plaintiff, by the exercise of reasonable diligence, should have discovered it.” (quotations and citation omitted)).

The Court finds questions as to Plaintiffs’ claims for violations of the California consumer statutes are common to the class and will predominate.

e. Unjust Enrichment

Defendant does not make arguments specific to Plaintiff’s unjust enrichment claim. *See Opp.*

The Court finds common questions predominate as to the unjust enrichment claim. “[U]njust enrichment claims are appropriate for class certification as they require common proof of the defendant’s conduct and raise the same legal issues for all class members.” *Beck-Ellman v. Kaz USA, Inc.*, 283 F.R.D. 558, 568 (S.D. Cal. 2012); *Cartwright v. Viking Industries, Inc.*, No. 2:07-cv-02159, 2009 WL 2982887, at *12–13 (E.D. Cal. Sep. 14, 2009) (finding predominance of common issues because “the crux of plaintiff[’s] claims is that defendant unjustly retained the benefits of its sale of window products to consumers after it failed to disclose material facts about the defective nature of those products”). Here, individual inquiries are not necessary because the cause of

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action looks to the actions of Defendant and, thus, will be common to the class as a whole.

ii. Superiority

Finally, under the superiority requirement of Rule 23(b)(3), a plaintiff must show that “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). As part of the analysis, courts are directed to weigh several non-exclusive factors outlined in Rule 23(b)(3): class members’ interests in individual actions, the extent and nature of any litigation concerning the controversy, the desirability of concentrating the litigation of the claims in the particular forum, and manageability difficulties. *See id.*; *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010).

Defendant does not identify additional arguments but points to the issues the Court has addressed, including “exposure, reliance, materiality, and damages.” *Opp.* 25.

The Court finds superiority has been met. The costs of litigation would far exceed an individual’s recovery, so an individual purchaser of a Class Trailer would be unlikely to pursue individual lawsuits. *Clevenger v. Welch Foods Inc.*, 342 F.R.D. 446, 461 (C.D. Cal. 2022). Plaintiff asserts Defendant has already identified 769 specific class members, and it is more efficient and cost-effective to pursue this matter as a class action rather than as 769 individual lawsuits with duplicate discovery. *Wolin*, 617 F.3d at 1176. In this situation, a class action may be the only way to resolve the dispute fairly and efficiently.

The Court finds that adjudicating class members’ claims in a single action would be superior to maintaining a multiplicity of individual actions involving similar legal and factual issues. Accordingly, Plaintiff has proven superiority.

IV. Conclusion

For the foregoing reasons, the Court **GRANTS** Plaintiff’s motion for class certification. The Court certifies the following class:

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All consumers who purchased a new Passport Brand Western Edition Trailer from a Keystone authorized dealership in California prior to December 1, 2019, with a Serial Number that sequentially ends after HX414101.

Excluded from the class are Defendant and any entities in which Defendant has a controlling interest, any of Defendant’s parents, subsidiaries, affiliates, officers, directors, employees and members of such person’s immediate families, the presiding judge and the judge’s immediate family.

Plaintiff Marc Guisinger is appointed as class representative, and Saltz Mongeluzzi & Bendesky, P.C. is hereby appointed as class counsel to represent the interests of the class and the subclass.

The Court also sets an **ORDER TO SHOW CAUSE** hearing re State Bar Referral of Simon Paris for breach of the duty of candor to the Court for **February 27, 2026**, at 1:30 p.m. in Courtroom 6A. Mr. Paris is required to appear in person.

IT IS SO ORDERED.

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Initials of Preparer TJ