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21 **UNITED STATES DISTRICT COURT**  
22 **CENTRAL DISTRICT OF CALIFORNIA**

23 TY ELLINGTON, on behalf of  
24 himself and a class of others  
25 similarly situated,

26 Plaintiff,

27 v.

28 ECLIPSE RECREATIONAL  
VEHICLES INC., a California  
corporation,

Defendant.

Case No.: 5:20-cv-00800

**CLASS ACTION COMPLAINT**

**Demand for Jury Trial**

1 Plaintiff Ty Ellington, individually, and on behalf of all others  
2 similarly situated, upon personal knowledge of the facts pertaining to him and on  
3 information and belief as to all other matters, by and through undersigned counsel,  
4 hereby brings this Class Action Complaint against Defendant Eclipse Recreational  
5 Vehicles, Inc. (“Eclipse”), and alleges as follows:

6 **NATURE OF THE CASE**

7 1. Consumers who purchased model years 2012 through 2016  
8 recreational vehicles manufactured, marketed, distributed, or sold by Defendant  
9 Eclipse (hereinafter, the “Class Vehicles”) reasonably expected, and were  
10 promised, merchantable recreational vehicles with frames that would not fracture  
11 under ordinary use.

12 2. Instead, the Class Vehicles were designed, manufactured, and sold  
13 with frames that were too thin and/or composed of poor-quality metal with an  
14 insufficient tensile strength (referred to herein as the “Frame Defect”). As a result,  
15 the frames on all Class Vehicles are prone to fracture under ordinary use,  
16 rendering the Class Vehicles unstable, dangerously unsafe, and often useless.

17 3. The Frame Defect is inherent in each Class Vehicle and was present  
18 at the time of sale. Even if not yet manifested, the Frame Defect poses a serious  
19 safety hazard to all users and occupants of the Class Vehicles and anyone around  
20 them because of the risk of fracture.

21 4. Eclipse has long known of the Frame Defect through direct consumer  
22 complaints, complaints to the National Highway Transportation Safety  
23 Administration (“NHTSA”), complaints posted on well-known and highly  
24 trafficked forums relating to recreational vehicles, and, upon information and  
25 belief, quality control testing. Despite this knowledge, Eclipse has not  
26 acknowledged the existence of the Frame Defect, offered to repair the Frame  
27 Defect, issued a recall to inspect and repair the Class Vehicles, or offered to  
28 reimburse the Class Vehicle owners for costs incurred to identify and repair this

1 defect.

2 **JURISDICTION**

3 5. The Court has jurisdiction over Plaintiff's and the Class's claims  
4 pursuant to 28 U.S.C. § 1332(d) because: (a) this action is brought as a proposed  
5 class action under Fed. R. Civ. P. 23; (b) the proposed Class includes more than  
6 100 members; (c) many of the proposed Class members are citizens of states that  
7 are diverse from Defendant's citizenships; and (d) the matter in controversy  
8 exceeds \$5,000,000, exclusive of interest and costs.

9 6. The Court has personal jurisdiction over Eclipse because it is  
10 incorporated in Riverside, California, which is located in this District, and  
11 transacts a substantial amount of business throughout this District, including, but  
12 not limited to, the promotion, marketing, distribution, and sale of Class Vehicles.

13 7. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because  
14 a substantial part of the events and/or omissions giving rise to Plaintiff's and the  
15 Class members' claims occurred within this District. Eclipse has marketed,  
16 advertised, and sold the Class Vehicles within this District. Plaintiff also resides in  
17 this District.

18 **PARTIES**

19 8. Plaintiff Ty Ellington resides in Riverside County, in the State of  
20 California. Mr. Ellington purchased a 2015 Eclipse Attitude on February 12, 2015  
21 from Giant RV, located in Colton, California 92324.

22 9. Mr. Ellington still owns his vehicle. At the time of purchase, the  
23 Eclipse recreational vehicle did not exhibit any cracks in its frame or any other  
24 manifestation of the Frame Defect.

25 10. Defendant Eclipse Recreational Vehicles, Inc. is incorporated in the  
26 State of California and is headquartered in Riverside, California. Eclipse sells,  
27 markets, distributes and services Class Vehicles in the United States.

28 ///

1 **FACTUAL BACKGROUND**

2 ***The Frame Defect***

3 11. A motor vehicle’s frame (also called the “chassis”) is basically its  
4 foundation. It is the main supporting structure of the vehicle and all other major  
5 components are attached to it. In addition to supporting the vehicle and its  
6 components and occupants, a vehicle frame must be able to deal with static and  
7 dynamic loads, e.g., torsional twisting from uneven surfaces, lateral forces from  
8 wind and road conditions, without too much deflection or distortion. Vehicle  
9 frames encounter a great amount of stress during use and must be designed and  
10 manufactured to withstand it.

11 12. A damaged motor vehicle frame is dangerous. It can cause control  
12 issues due to uneven weight distribution, and can even break completely during  
13 use, likely causing a serious vehicle crash. It can also cause alignment problems  
14 and uneven tire wear.

15 13. Here, the Class Vehicles are designed, manufactured, or sold with  
16 frames that are too thin and/or composed of poor-quality metal with an insufficient  
17 tensile strength. As a result, the Class Vehicles’ frames are prone to severe  
18 fracturing under ordinary use, rendering them unstable, unsafe and often entirely  
19 useless.

20 14. As used in this Complaint, the “Class Vehicles” refer to Eclipse  
21 recreational vehicles sold in the United States, including the following models:

- 22 • Attitude Series 2012 – 2016  
23 • Stellar Series 2012 – 2016  
24 • Evolution Series 2012 – 2016  
25 • Milan Series 2012 – 2016  
26 • Iconic Series 2014 - 2016

27 15. Frame damage to vehicles compromises their safety and stability.  
28 According to CarBrain, a nationwide used car buying company, frame damage

1 “can be devastating. Your entire vehicle is thrown out of alignment, and since  
2 bends in a frame can be expensive to repair, it might not be worth it.”<sup>1</sup>

3 16. Frame damage also has a severe impact on the value of the vehicle,  
4 lowering the resale value by 30 to 70 percent compared to an undamaged model.<sup>2</sup>

5 ***Eclipse’s Knowledge of the Frame Defect***

6 17. Eclipse has long been aware that the frames of its recreational  
7 vehicles have been prone to severe fracturing, as customers have submitted  
8 complaints to NHTSA, posted complaints on well-known and highly trafficked  
9 online forums, and contacted Eclipse directly regarding fractured frames. And,  
10 upon information and belief, Eclipse knew of the Frame Defect through quality  
11 control testing.

12 18. Federal law, specifically the TREAD Act, requires automakers like  
13 Eclipse to be in close contact with NHTSA regarding potential auto defects and  
14 imposes a legal requirement, backed by criminal penalties, compelling the  
15 confidential disclosure of defects and related data by vehicle manufactures to  
16 NHTSA, including field reports, customer complaints, and warranty data. As part  
17 of this obligation, Eclipse must monitor NHTSA databases for consumer  
18 complaints. *See TREAD Act*, Pub. L. No. 106-414, 114 Stat.1800 (2000).

19 19. Those complaints, dating as far back as 2015 and available for  
20 viewing on NHTSA’s website, [www.safecar.gov](http://www.safecar.gov), refer to “a complete failure of  
21 the I-Beam,”<sup>3</sup> state that “the I Beam has cracked and broken all the way threw  
22 (sic) in several places,” and complain of “cracks visible in the chassis and across  
23 members of the vehicle,”<sup>4</sup> and “cracks in the frame”<sup>5</sup>

24  
25 <sup>1</sup> <https://carbrain.com/Blog/what-is-frame-damage>

26 <sup>2</sup> <https://www.carfax.com/blog/structural-damage-101>

27 <sup>3</sup> NHTSA ID number 10730436, dated 6/25/15

28 <sup>4</sup> NHTSA ID number 11031941, dated 10/5/17

<sup>5</sup> NHTSA ID number 11088701, dated 4/17/18

1           20. Eclipse has also long known about the Frame Defect from online  
2 complaints in well-known and highly trafficked forums such as RV.net,  
3 RVForum.net, RiverDavesPlace.com, RVInsider.com, and the Dune & Dirt  
4 Forums, dating as far back as 2014<sup>6</sup>. Some examples of such complaints are listed  
5 below (spelling and grammar mistakes remain as found in the original):

6           I have been reading over the past few years about all the problems  
7 people have been having with Lippert frames. Is this still going on? ....  
8 I wish there was a list of manufacturers who use these frames that  
9 people can reference to in order to keep away from them.  
-invmartyc, dated 2/28/2014<sup>7</sup>

10           Thor and Forest River also use the Lippert frames. What I cannot  
11 understand is that this is not new. There were reports in 2010 (maybe  
12 even earlier) yet the problem persists. If I were the trailer mfr. I would  
13 be looking elsewhere. It hurts your reputation and adds to warranty  
14 costs. I doubt it would cost more than \$200 extra to make them  
15 properly in the first place....There are 5th wheels and TT's that are 30  
16 years old still going down the road and I don't ever remember the  
17 frames being a problem... In my youth I worked for a company in  
18 Canada that made trailer frames for horse and travel trailers. We  
19 sometimes had axle problems or bad springs but the frames are so  
simple it was not hard to make them right. Owners should report these  
problems to NHTSA. Maybe they could be recalled  
-moisheh, dated 3/1/2014<sup>8</sup>

20           Just a heads up - keep an eye on the Lippert frame on these. Mine is  
21 developing cracks on the I beam vertical between and aft of the spring  
22 shackle mounts. ...I don't overload mine, and I don't beat it up. Well, I  
23 drive on I5 through the Central Valley so I guess I do beat it up.  
[emoticon] Most of its life has been on pavement except for the last  
24 few hundred yards into various motocross tracks in NorCal. I have  
about 9000 miles on it in the last 3 years, bought it new Jan 2012.

25 \_\_\_\_\_  
26 <sup>6</sup> The Class Vehicles all have Lippert frames, so the references to Lippert  
frames in the below examples applies to the frames used in the class vehicles.

27 <sup>7</sup> [http://www.rvforum.net/SMF\\_forum/index.php?topic=72140.0](http://www.rvforum.net/SMF_forum/index.php?topic=72140.0)

28 <sup>8</sup> *Id.*

1 -mhamershock, dated 2/9/15<sup>9</sup>

2 21. Certain online postings also show that Eclipse was contacted directly  
3 by the frame manufacturer and consumers who complained of cracked frames:

4 Lippert cc'd Danny Z from Eclipse (who I've dealt with before on  
5 minor repairs that I've done myself) on their emails so he is aware.  
6 Eclipse has been good to deal with in the past for the small issues I've  
7 had. I've got no slide. I have cracks on both sides in the same spot.  
8 There is a cross brace just aft of the rear spring hanger and the I beam  
9 has cracked at the welds. There is also one crack on the drivers side  
10 between the wheels just fore of the center spring hanger. All the cracks  
11 are maybe 2.5" long. I've done no suspension mods and it is not lifted.  
12 The repair plan seems to be a number of plates welded to the I beam as  
13 well as additional cross bracing (2x2") between the spring shackles. I  
14 believe that torsional twisting is occurring during turns.

15 -mhamershock, dated 2/10/2015<sup>10</sup>

16 No Lippert denied any help I can't even get Eclipse rv to return my  
17 phone call

18 I called eclipse first they said it was the frame manufactures problem  
19 the frame manufacture pointed the finger at eclipse for cutting corners  
20 on the frame to save

21 -shockwave714, dated 10/13/2016<sup>11</sup>

22 22. Despite such available information, Eclipse never recalled the Class  
23 Vehicles or offered to repair the Frame Defect.

24 23. Eclipse never disclosed the Frame Defect to any potential buyers,  
25 including the Class Members. Instead, Eclipse concealed this information from  
26 buyers, including the Class Members, so that the Class Members could not make

27 <sup>9</sup> <https://www.rv.net/forum/index.cfm/fuseaction/thread/tid/28193642/print/true.cfm>

28 <sup>10</sup> <https://www.rv.net/forum/index.cfm/fuseaction/thread/tid/28193642/print/true.cfm>

<sup>11</sup> <https://www.riverdavesplace.com/forums/threads/buyer-beware-eclipse-trailers.156962/> (separate posts by same user on a single forum thread)

1 informed purchase decisions. Even after Class Members purchased the Class  
2 Vehicles, Eclipse has continued to refuse to acknowledge the existence of the  
3 defect.

4 24. Eclipse is experienced in the design and manufacture of recreational  
5 vehicles. As an experienced recreational vehicle manufacturer, and on information  
6 and belief, Eclipse conducts quality control testing on its recreational vehicles, to  
7 verify that parts are free from defect and align with Eclipse's specifications.  
8 Accordingly, Eclipse knew that the frames used in the Class Vehicles were  
9 defective and prone to suffer from fracturing.

10 25. Additionally, Eclipse made representations that would have led  
11 consumers to believe that the Class Vehicles would not suffer from frame  
12 fracturing. For instance, in its Owner's Manual, which customers will find online  
13 and may review before deciding to purchase,<sup>12</sup> Eclipse represented:

14 You can look forward to many years of traveling and vacationing  
15 pleasure. We are committed to helping you enjoy your Eclipse  
16 product.

17 Proper care and maintenance of your Eclipse RV will provide you  
18 with many years of comfort and enjoyable use.

19 With normal use of your RV, with the exception of full time use, or  
20 used (sic) as permanent housing you will be able to perform normal  
21 maintenance that will ensure your RV will provide you many years of  
22 enjoyable use.

23 26. These statements are untrue and the promises therein are unfulfilled.  
24 At the time of the filing of this Complaint, the oldest of the Class Vehicles has  
25 been on the road 8 years or less. Yet the frames on numerous Class Vehicles have  
26 suffered from severe frame fracturing, as soon as 2 years after the date of  
27 purchase.

28 <sup>12</sup> <http://attitudetoyhaulers.com/manual/>



1 *Plaintiff's Experiences*

2 27. On February 12, 2015 Ty Ellington purchased a new 2015 Eclipse  
3 Attitude TL32GSG from Giant RV in Colton, California.

4 28. In January 2019, while Ellington was on the way home from camping  
5 in Arizona, he noticed that his trailer was swaying. Ellington had to proceed the  
6 rest of the way slowly, fearing that the Eclipse Attitude would flip over. When  
7 Ellington arrived home, he examined underneath his Eclipse Attitude and  
8 discovered cracks along the frame rails. Ellington had never encountered issues  
9 with his Eclipse Attitude until that day.

10 29. Ellington contacted Giant RV about the cracked frame and requested  
11 a mobile mechanic. Giant RV declined to do so and told him he needed to bring  
12 the Eclipse Attitude to them.

13 30. However, due to the cracks in the frame, Ellington was unable to  
14 have the trailer towed to Giant RV.

15 31. Ellington thereafter contacted Eclipse, which refused to help and  
16 directed him to contact the frame manufacturer.

17 32. Thereafter, Ellington contacted the frame manufacturer and sent  
18 photos of the cracked frame. The frame manufacturer offered to send him gussets  
19 that could be affixed to the frame. Ellington declined the gussets, which, at best,  
20 would have been a temporary and inadequate fix. Because of the severity of  
21 fracturing, replacing the frame entirely was necessary.

22 33. Since the frame in Ellington's Eclipse Attitude fractured, Ellington  
23 has been unable to use the vehicle because of the compromised frame, which has  
24 rendered the vehicle useless and nearly worthless.

25 34. Without a functionable recreational vehicle, Ellington had to  
26 purchase a replacement recreational vehicle for approximately \$18,000.

27 35. Yet, Ellington continues to have to make monthly payments towards  
28 the Eclipse Attitude, which is unusable due to the Frame Defect.



1 uncertain and can only be ascertained through appropriate discovery, the number  
2 is great enough such that joinder is impracticable. The disposition of the claims of  
3 these Class Members in a single action will provide substantial benefits to all  
4 parties and to the Court. The Class Members are readily identifiable from  
5 information and records in Eclipse's possession, custody, or control, as well as  
6 from records kept by the Department of Motor Vehicles.

7       43. **Typicality:** Plaintiff's claims are typical of the claims of the Class in  
8 that Plaintiff, like all Class Members, purchased a Class Vehicle designed,  
9 manufactured, and distributed by Eclipse, and equipped with the defective frame.  
10 The representative Plaintiff, like all Class Members, has been damaged by  
11 Eclipse's misconduct in that he has incurred or will incur the cost of repairing or  
12 replacing the defective frame. Furthermore, the factual bases of Eclipse's  
13 misconduct are common to all Class Members and represent a common thread  
14 resulting in injury to the Class as a whole.

15       44. **Commonality:** There are numerous questions of law and fact  
16 common to Plaintiff, the Class, and Sub-Class that predominate over any question  
17 affecting only individual Class Members. These common legal and factual issues  
18 include the following:

- 19       a) whether the Class Vehicles suffer from the Frame Defect;
- 20       b) whether Eclipse's alleged conduct constitutes the use or employment of an  
21       unconscionable commercial practice, deception, fraud, false pretense, false  
22       promise, and/or misrepresentation within the meaning of the applicable  
23       state consumer protection statutes;
- 24       c) whether Eclipse was unjustly enriched by its conduct;
- 25       d) whether the Frame Defect is a design defect and/or a defect in material,  
26       manufacturing, and/or workmanship;
- 27       e) whether the Frame Defect constitutes a safety risk;
- 28       f) whether and when Eclipse knew or should have known about the Frame

- 1 Defect;
- 2 g) whether Eclipse knew or should have known that the Frame Defect in the
- 3 Class Vehicles presents a safety risk;
- 4 h) whether Eclipse had a duty to disclose the Frame Defect;
- 5 i) whether Eclipse breached its duty to disclose the Frame Defect;
- 6 j) whether Eclipse intentionally and knowingly concealed, suppressed, and/or
- 7 omitted material facts concerning the standard, quality or grade of the Class
- 8 Vehicles and/or the Frame Defect;
- 9 k) whether Eclipse made material omissions concerning the standard, or grade
- 10 of the Class Vehicles and/or the Frame Defect;
- 11 l) whether the defective nature of the Class Vehicles constitutes a material fact
- 12 that reasonable consumers would have considered in deciding whether to
- 13 purchase a Class Vehicle;
- 14 m) whether Eclipse breached its implied warranties to Plaintiff and members of
- 15 the Nationwide Class and California Subclass;
- 16 n) whether members of the Nationwide Class and California Subclass would
- 17 have paid less for a Class Vehicle if Eclipse, at the time of purchase, had
- 18 disclosed the Frame Defect;
- 19 o) whether members of the Nationwide Class and California Subclass would
- 20 have purchased a Class Vehicle if Eclipse, at the time of purchase, had
- 21 disclosed the Frame Defect; and
- 22 p) whether damages, restitution, equitable, injunctive, compulsory or other
- 23 relief is warranted.

24 45. **Adequacy of Representation:** Plaintiff is an adequate representative

25 of the Classes because his interests do not conflict with the interests of the other

26 Class members. Additionally, Plaintiff has retained counsel competent and

27 experienced in complex class action litigation. Therefore, the Class members’

28 interests will be fairly and adequately protected by Plaintiff and his counsel.



1 would take place without inspection by Plaintiff and the Class Members. Plaintiff  
2 and the Class Members did not know, and could not have known, about the Frame  
3 Defect before that time. Although the Frame Defect is present at the time of sale,  
4 the frames develop cracks over time that are not immediately apparent to Plaintiff  
5 and the Class Members under ordinary use. Further, the cracks in the frames  
6 manifest in areas where Plaintiff and the Class Members would not ordinarily  
7 examine, like areas near the axles and the I-Beam. Accordingly, any applicable  
8 statute of limitation is tolled until the Frame Defect manifested in ways apparent  
9 to Plaintiff and the Class Members, or the filing of this lawsuit, whichever is first.

10  
11 **COUNT I**

12 **Violation of the California Unfair Competition Law**  
13 **Cal. Bus. & Prof. Code § 17200, et seq.**  
14 **(On Behalf of the Nationwide Class)**

15 49. Plaintiff incorporates by reference all allegations in this Complaint as  
16 though fully set forth herein

17 50. Plaintiff brings this claim on behalf of himself and all members of the  
18 Nationwide Class.

19 51. California’s Unfair Competition Law (“UCL”), California Business  
20 and Professions Code §17200, et seq., prohibits any “unlawful, unfair or  
21 fraudulent business act or practices.”

22 52. In the course of its business, Eclipse violated the UCL by engaging in  
23 the following unlawful, fraudulent, and unfair business acts and practices:

- 24 a) concealing from Plaintiff and members of the Nationwide Class that the  
25 Class Vehicles and/or the equipped defective frames suffer from a defect  
26 while obtaining money from Plaintiff and members of the Nationwide  
27 Class;
- 28 b) selling a recreational vehicle with a defect that renders the recreational  
vehicle unsafe and unfit for normal use;

- 1 c) not disclosing to buyers, including members of the Nationwide Class, the
- 2 existence of the Frame Defect in the Class Vehicles;
- 3 d) failing to honor implied warranties associated with the Class Vehicles;
- 4 e) failing to fix, repair, or otherwise remediate the Frame Defect in the Class
- 5 Vehicles;
- 6 f) failing to notify Class Members of the defect or issue a recall of the Class
- 7 Vehicles;
- 8 g) marketing the Class Vehicles and/or their defective frames as safe, durable,
- 9 and defect-free; and
- 10 h) violating California statutory and common law prohibiting fraudulent
- 11 concealment and breach of implied and express warranty.

12 53. Eclipse's concealment of the true characteristics of the Class Vehicles  
13 were material to Plaintiff and the Nationwide Class members, and Eclipse  
14 misrepresented, concealed, or failed to disclose the truth with the intention that  
15 Plaintiff and the members of the Nationwide Class would rely on the  
16 misrepresentations, concealments, and omissions.

17 54. Had they known the truth, Plaintiff and the members of the  
18 Nationwide Class would not have purchased the Class Vehicles or would have  
19 paid significantly less for them.

20 55. Plaintiff and the Nationwide Class members suffered ascertainable  
21 loss and actual damages as a direct and proximate result of Eclipse's violations of  
22 the UCL set forth above.

23 56. Pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.*, Plaintiff and the  
24 Nationwide Class members seek any such orders or judgments as may be  
25 necessary to restore to Plaintiff and Nationwide Class members any money  
26 acquired by unfair competition, including restitution and/or restitutionary  
27 disgorgement, as provided in Cal. Bus. & Prof. Code §§ 17203 and 3345, and any  
28 other just and proper relief available under the UCL.

**COUNT II**

**Negligent Misrepresentation**

**(On Behalf of the National Class and the California Subclass)**

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57. Plaintiff incorporates by reference all allegations in this Complaint as though fully set forth herein.

58. Plaintiff brings this claim on behalf of himself and all members of the Nationwide Class and California Subclass.

59. Eclipse, in the course of its business, and as part of transactions in which it had a pecuniary interest, misrepresented or omitted material facts regarding the standard, quality or grade of the Class Vehicles in purporting to supply information to Plaintiff and members of the Classes for their guidance in purchasing the Class Vehicles.

60. Eclipse intended that Plaintiff and members of the Classes rely on the information and provided it for that purpose.

61. Eclipse failed to exercise reasonable care or competence in obtaining and communicating the misrepresented and/or omitted facts to Plaintiff.

62. Plaintiff justifiably relied upon Eclipse's false misrepresentations and/or omissions in purchasing their Class Vehicles.

63. As a direct and proximate result of Eclipse's misrepresentations and omissions, and Plaintiff's reliance thereon, Plaintiff and members of the Classes suffered direct and consequential losses, including overpaying for their Class Vehicle, diminution in value of their Class Vehicles, and loss of use.

64. As a consequence of its negligent misrepresentations and/or omissions, Eclipse is liable for actual damages, in an amount to be proven at trial, punitive damages, and costs.

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**COUNT III**

**Unjust Enrichment or Quasi-Contract  
(On Behalf of the National Class and the California Subclass)**

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3 65. Plaintiff incorporates by reference all allegations in this Complaint as  
4 though fully set forth herein.

5 66. Plaintiff brings this claim on behalf of himself and all members of the  
6 Nationwide Class and California Subclass.

7 67. Eclipse has received and retained a benefit from Plaintiff and  
8 members of the Classes and inequity has resulted.

9 68. Eclipse benefitted through its unjust conduct by selling Class  
10 Vehicles with the Frame Defect at a profit for more than the Class Vehicles were  
11 worth to Plaintiff and members of the Classes, who overpaid for these Class  
12 Vehicles with the Frame Defect, and/or would not have purchased Class Vehicles  
13 at all, and who have been forced to pay other costs.

14 69. It is inequitable for Eclipse to retain these benefits.

15 70. Plaintiff and members of the Classes do not have an adequate remedy  
16 at law.

17 71. As a result of Eclipse's conduct, the amount of its unjust enrichment  
18 should be disgorged, in an amount to be proven at trial.

19 **COUNT IV**

20 **Breach of Implied Warranties**  
21 **Cal. Com. Code §§ 2314, 10103, and 10212**  
22 **(On Behalf of the California Subclass)**

23 72. Plaintiff incorporates by reference all allegations in this Complaint as  
24 though fully set forth herein.

25 73. Plaintiff brings this claim on behalf of himself and all members of the  
26 California Subclass.

27 74. Eclipse is and was at all relevant times a "merchant" with respect to  
28 recreational vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and a  
"seller" of recreational vehicles under § 2103(1)(d).

1           75. The Class Vehicles are and were at all relevant times “goods” within  
2 the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

3           76. A warranty that the Class Vehicles were in merchantable condition  
4 and fit for the ordinary purpose for which such goods are used is implied by law  
5 pursuant to Cal. Com. Code §§ 2314 and 10212.

6           77. In addition, a warranty that the Class Vehicles and/or their defective  
7 frames were fit for their particular purpose is implied by law pursuant to Cal.  
8 Com. Code § 2315. Eclipse knew at the time of sale of the Class Vehicles that  
9 Plaintiff and the members of the California Subclass intended to use the vehicles  
10 in a manner requiring a particular standard of performance and durability, and that  
11 Plaintiff and the members of the California Subclass were relying on Eclipse’s  
12 skill and judgment to furnish suitable products for this particular purpose.

13           78. The Class Vehicles, when sold and at all times thereafter, were not in  
14 merchantable condition, not fit for the ordinary purpose, and not fit for their  
15 particular purpose as a result of their inherent defects, as detailed above.  
16 Specifically, they are inherently defective and dangerous in that the defective  
17 frames are prone to severely fracture under ordinary use. This Frame Defect  
18 renders the Class Vehicles unsafe and greatly reduces their value.

19           79. Eclipse was provided notice of the Frame Defect by direct customer  
20 complaints, referrals from the frame manufacturer, customer complaints to  
21 NHTSA, in well-known and highly trafficked forums, quality control testing upon  
22 information and belief, and otherwise.

23           80. As a direct and proximate result of Eclipse’s breach of the implied  
24 warranty of merchantability, Plaintiff and the members of the California Subclass  
25 have been damaged in an amount to be proven at trial.

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28 ///

**COUNT V**

**Violation of the Song-Beverly Consumer Warranty Act  
for Breach of Implied Warranties  
Cal. Civ. Code §§ 1791.1 and 1792  
(On Behalf of the California Subclass)**

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4 81. Plaintiff incorporates by reference all allegations in this Complaint as  
5 though fully set forth herein.

6 82. Plaintiff brings this claim on behalf of himself and all members of the  
7 California Subclass.

8 83. The Class Vehicles are “consumer goods” within the meaning of Cal.  
9 Civ. Code § 1791(a).

10 84. Eclipse is a “manufacturer” of the Class Vehicles within the meaning  
11 of Cal. Civ. Code § 1791(j).

12 85. Eclipse impliedly warranted to Plaintiff and the California Subclass  
13 members that the Class Vehicles were “merchantable” within the meaning of Cal.  
14 Civ. Code §§ 1791.1(a) and 1792; however, the Class Vehicles do not have the  
15 quality that a buyer would reasonably expect.

16 86. Cal. Civ. Code §1791.1(a) states: “‘Implied warranty of  
17 merchantability’ or ‘implied warranty that goods are merchantable’ means that the  
18 consumer goods meet each of the following:

- 19 (1) Pass without objection in the trade under the contract description.  
20 (2) Are fit for the ordinary purposes for which such goods are used.  
21 (3) Are adequately contained, packaged, and labeled.  
22 (4) Conform to the promises or affirmations of fact made on the  
23 container or label.”

24 87. The Class Vehicles would not pass without objection in the trade of  
25 recreational vehicle sales because they are equipped with defective frames that  
26 were designed, manufactured, and/or installed in such a way that the Class  
27 Vehicles’ frames suffer from severe fracturing. The Frame Defect renders the  
28 Class Vehicles unsafe, and thus, not fit for ordinary purposes.

1           88. The Class Vehicles are not adequately labeled because the labeling  
2 fails to disclose the Frame Defect.

3           89. In the various channels of information through which Eclipse sold the  
4 Class Vehicles, Eclipse failed to disclose material information concerning these  
5 products, which they had a duty to disclose. Eclipse owed Plaintiff and the  
6 California Subclass members a duty to disclose all the material facts concerning  
7 the Class Vehicles because Eclipse possessed exclusive knowledge, it  
8 intentionally concealed such material facts from Plaintiff and the California  
9 Subclass, and/or it made misrepresentations that were rendered misleading  
10 because they were contradicted by withheld facts.

11           90. Eclipse breached the implied warranty of merchantability by  
12 manufacturing and selling Class Vehicles equipped with defective frames.  
13 Furthermore, this Frame Defect has prevented Plaintiff and the California  
14 Subclass members from receiving the benefit of their bargain and has caused the  
15 Class Vehicles to greatly diminish in value.

16           91. As a direct and proximate result of Eclipse's breach of the implied  
17 warranty of merchantability, Plaintiff and the members of the California Subclass  
18 received goods with a dangerous condition that substantially impairs their value.

19           92. Plaintiff and the California Subclass members have been damaged as  
20 a result of the diminished value of Eclipse's products.

21           93. Under Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiff and the  
22 California Subclass members are entitled to damages and other legal and equitable  
23 relief including, at their election, the purchase price of their Class Vehicles, or the  
24 overpayment or diminution in value of their Class Vehicles.

25           94. Under Cal. Civ. Code § 1794, Plaintiff and the California Subclass  
26 members are entitled to costs and attorneys' fees.

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28 ///

**COUNT VI**  
**Violation of the California Legal Remedies Act**  
**Cal. Civ. Code §§ 1750, *et seq.***  
**(On Behalf of the California Subclass)**

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4 95. Plaintiff incorporates by reference all allegations in this Complaint as  
5 though fully set forth herein.

6 96. Plaintiff brings this count on behalf of himself and all members of the  
7 California Subclass.

8 97. Plaintiff and other members of the California Subclass were deceived  
9 by Eclipse's failure to disclose that the Class Vehicles share a uniform defect in  
10 that they are equipped with defective frames that are prone to fracture.

11 98. Eclipse knew that the Class Vehicles and their frames suffered from  
12 an inherent defect, were defectively designed, and were not suitable for their  
13 intended use.

14 99. Eclipse engaged in unfair or deceptive acts or practices when, in the  
15 court of its business it, among other acts and practices, knowingly made materially  
16 incomplete representations as to the characteristics, uses and benefits of the Class  
17 Vehicles.

18 100. In the various channels of information through which Eclipse sold  
19 Class Vehicles, Eclipse failed to disclose material information concerning the  
20 Class Vehicles which it had a duty to disclose. Eclipse had a duty to disclose the  
21 defect because (a) Eclipse knew about the Frame Defect; (b) Eclipse had exclusive  
22 knowledge of material facts not known to the general public, Plaintiff, or the other  
23 California Subclass members; and (c) Eclipse concealed material facts concerning  
24 the frames in the Class Vehicles from the general public, Plaintiff, and the  
25 California Subclass members. As detailed above, the information concerning the  
26 Frame Defect was known to Eclipse at the time of advertising and selling the  
27 Class Vehicles, all of which was intended to induce consumers to purchase the  
28 Class Vehicles.

1           101. Eclipse intended for Plaintiff and the other California Subclass  
2 members to rely on it to provide safe, adequately designed, and adequately  
3 manufactured recreational vehicles and to honestly and accurately reveal the  
4 problems described throughout this Complaint.

5           102. Eclipse intentionally failed or refused to disclose the Frame Defect to  
6 consumers.

7           103. Eclipse’s conduct and deceptive omissions were intended to induce  
8 Plaintiff and the other California Subclass members to believe that the Class  
9 Vehicles were safe, adequately designed, and adequately manufactured  
10 recreational vehicles.

11           104. Eclipse’s conduct constitutes unfair acts or practices as defined by the  
12 California Consumer Legal Remedies Act (“CLRA”).

13           105. Plaintiff and the other California Subclass members have suffered  
14 injury in fact and actual damages resulting from Eclipse’s material omissions  
15 because they paid inflated purchase prices for the Class Vehicles.

16           106. At this time, Plaintiff does not seek damages under this cause of  
17 action. Under Section 1782 of the CLRA, Plaintiff will notify Eclipse in writing  
18 of the particular violations of Section 1770 of the CLRA and demand that Eclipse  
19 rectify the problems associated with the behavior detailed above, which acts and  
20 practices are in violation of the California Civil Code section 1770.

21           107. If Eclipse fails to respond adequately to Plaintiff’s above-described  
22 demand within 30 days of Plaintiff’s notice, under California Civil Code section  
23 1782(b), Plaintiff will amend the Complaint to request damages and any other  
24 relief permitted by California Civil Code section 1780.

25           108. Pursuant to section 1782(d) of the CLRA, attached hereto as Exhibit  
26 A, is the affidavit showing that this action has been commenced in the proper  
27 forum.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that the Court enter an order:

- a. certifying the Nationwide Class and California Subclass under Federal Rule of Civil Procedure 23, as requested herein;
- b. appointing Plaintiff as Class Representative and undersigned counsel as Class Counsel;
- c. finding that Eclipse engaged in the unlawful conduct as alleged herein;
- d. awarding Plaintiff and the other Class members damages;
- e. awarding Plaintiff and the other Class members restitution and disgorgement of monies Eclipse acquired through its violations of the law;
- f. requiring Eclipse to repair or replace the frames on the Class Vehicles;
- g. awarding Plaintiff and the other Class members pre-judgment and post-judgment interest on all amounts awarded;
- h. awarding Plaintiff and the other Class members reasonable attorneys’ fees, costs, and expenses; and
- i. granting such other relief as the Court deems just and appropriate.

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiff, on behalf of himself and the proposed Nationwide Class and  
3 California Subclass, hereby demands a trial by jury as to all matters so triable.  
4

5 Dated: April 15, 2020

/s/ Gayle M. Blatt  
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7 *Attorneys for Plaintiff*

8  
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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges 'Fracture-Prone' 2012-2016 Eclipse RV Frames Made with 'Poor-Quality' Metal](#)

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