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12
13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15
16 JARETT HAWKINS, individually and on
behalf of all others similarly situated,

17
18 Plaintiff,

19 v.

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

24 Defendants.
25

Case No.: 8:23-cv-02038

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 **CLASS ACTION COMPLAINT**

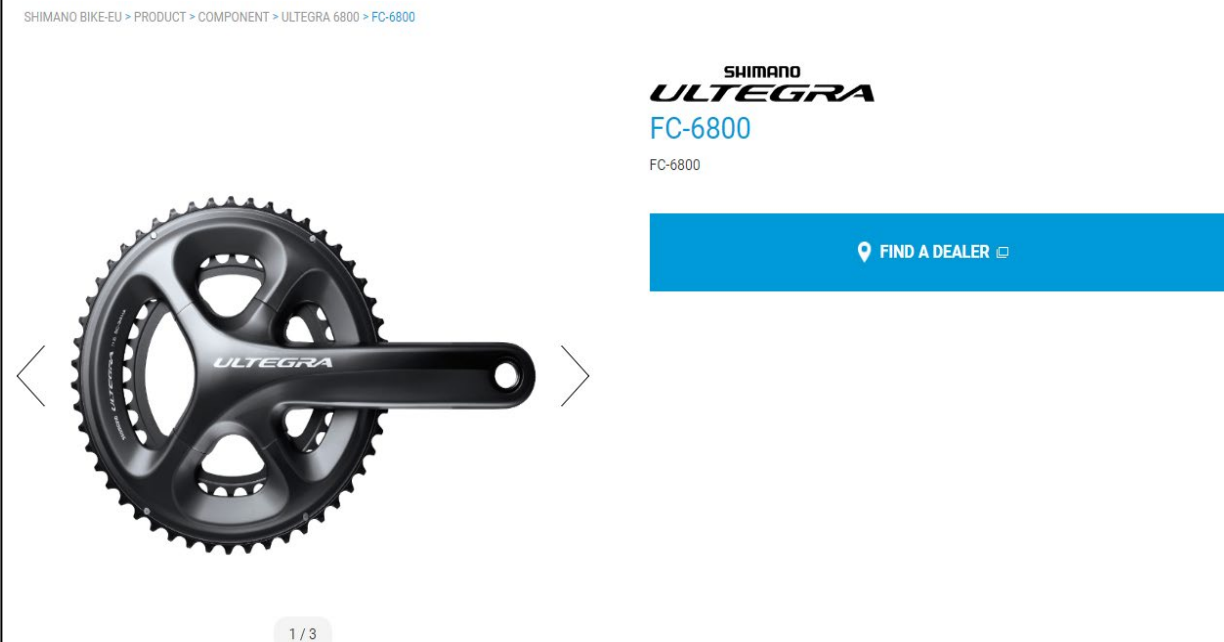
2 Plaintiff Jarett Hawkins (“Plaintiff”), on behalf of himself and all others
3 similarly situated, brings this class action against Defendants Shimano North America
4 Bicycle Inc. Shimano North America Holding Inc. (together, “Shimano”), and
5 Specialized Bicycle Components, Inc. (individually, “Specialized” and together with
6 Shimano, “Defendants”), and alleges on personal knowledge, investigation of his
7 counsel, and information and belief as follows.

8 **INTRODUCTION**

9 5. This is a class action brought by Plaintiff on behalf of himself and
10 other similarly situated persons who purchased the Shimano 11-Speed Bonded
11 Hollowtech II Road Crankset Models: Dura-Ace FC-9000, Dura-Ace FC-R9100P
12 Dura-Ace FC-R9100, Ultegra FC-R8000, and Ultegra FC-6800, and all other
13 substantially similar cranksets manufactured, distributed or sold by Shimano with
14 the same defect and subject to the September 21, 2023 recall (the “Cranksets”) and
15 bicycles manufactured by Specialized that come equipped with defective Cranksets
16 (the “Class Bicycles”), for personal use and not for resale.

17 6. In a bicycle, the crankset connects the chain and the pedal and allows
18 the bicyclists to propel the bicycle forward by applying the necessary force with their
19 legs. Without a functioning crankset, a bicycle cannot be pedaled. An example of
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1 one of the defective Cranksets from Shimano's website is included below.



7. In this case, the Cranksets suffer the same design defect in that the crank parts detach at the bind during ordinary use, resulting in a significantly higher crash and injury risk for consumers.

8. As a result of the defect, bicyclists that use the Class Bicycles and Cranksets cannot safely ride their bicycles because the crankset may break and/or detach while the operator of the bicycle is riding, causing the operator to fall off the bicycle or lose control and crash, leading to serious injury or death. Such a defect is extraordinarily dangerous and has rendered the Class Bicycles and Cranksets unsuitable for their principal and intended purpose, as demonstrated in the example picture below.



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9. The safety concerns presented by the breakage of a crankset are particularly pronounced among modern road bicycles that are predominantly ridden on roads, at high speed, near motor vehicles, while operators' feet are clipped into the pedals attached to the end of the crank arms because these operators are riding nearest to dangerous traffic and moving at significant speeds.

10. Defendants ignored this prevalent defect for approximately a decade—releasing some of the affected Cranksets as early as 2012—and only recently issued a recall on September 21, 2023¹. The defect and serious dangers posed thereby were

¹ <https://www.cpsc.gov/Recalls/2023/Shimano-Recalls-Cranksets-for-Bicycles-Due-to-Crash->

1 not disclosed by Defendants to consumers until the recall, following years of denials
2 by Shimano.

3 11. Shimano’s recall is wholly inadequate. Defendants only offer free
4 replacement Cranksets to consumers whose cranksets show signs of binding
5 separation or delamination during an inspection and requires the third-party dealers
6 to install the replacement. As will Plaintiff alleges more fully below, the procedure
7 for this recall is inadequate. Bike repair persons are not engineers, the existence of a
8 defect is not the same as manifestation of a defect, and pictures of broken Cranksets
9 do not always readily reveal signs of binding separation or delamination prior to
10 breaking.

11 12. The severe danger the Class Bicycles and Cranksets pose to
12 consumers—rendering bicycles uncontrollable during regular operation on
13 sidewalks, roads, and or mountains trails—makes refusing to replace or refund all
14 the dangerous Cranksets is wholly inadequate.

15 13. Further, Defendants designed the recall to be arbitrary and
16 inconvenient to limit Defendants’ replacement costs. Consumers who do not show
17 enough separation or delamination are left without remedy, and consumers who
18 qualify for a free replacement are left with long waiting lines unable to use their
19 bicycles. Until they can qualify for a repair under Shimano’s plan, consumers are
20 left without usable bicycles and/or are left in the position of having to decide whether
21 to continue riding a dangerous bicycle, waiting on the Cranksets to separate and
22 potentially cause a crash.

23 14. As a result of the concealed Crankset defect, Plaintiff and other
24 members of the proposed Classes (defined below) (collectively, the “Classes”) were
25 harmed and suffered various forms of quantifiable, economic injury.

26 15. The Cranksets being subject to an inadequately narrow recall have
27 been rendered them entirely worthless or, at the very least, have substantially
28 diminished their value.

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