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and JACOB REINBOLD

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

AARON ROSS, individually, JACOB
REINBOLD, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

SOCAL SUPERBIKES, a California
corporation, ALEXANDER JASON
QUINTERO, an individual, JOSE LUIS
GONZALEZ, an individual, JAZMINE
GONZALEZ QUINTERO, an individual,
FINITOS MOTORSPORTS LLC, a
California limited liability company,
FINITO MOTORSPORTS, a business
entity form unknown, ANGELICA
GONZALEZ, an individual, TEXAS
SUPERBIKES LLC, a Texas limited
liability company, DFW SUPERBIKES
LLC, a Texas limited liability company
dba TEXAS SUPERBIKES,
SUPERBIKE CENTRAL LLC, a Texas
limited liability company, TEXAS
MOTORSPORTS & DESIGN LLC, a
Texas limited liability company, and
DOES 8 through 25, inclusive,

Defendants.

CASE NO. 30-2025-01532976-CU-FR-CXC

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR:**

(1) Violation of Consumers Legal Remedies Act
(Cal. Civ. Code §§ 1750 et seq.);
(2) Unfair Competition (Cal. Bus. & Prof. Code §
17200 et seq.);
(3) False Advertising (Cal. Bus. & Prof. Code §
17500 et seq.);
(4) Fraud;
(5) Damage to Property;
(6) Loss of Use and Out-of-Pocket Costs;
(7) Negligence Per Se;

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

Complaint Filed: December 12, 2025

Next Hearing: October 22, 2026
9:00 a.m.

Assigned To: Hon. David A. Hoffer
Department: CX-103

Trial Date: Not set.

1 Plaintiffs AARON ROSS and JACOB REINBOLD, individually and on behalf of all others
2 similarly situated, allege as follows:

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. This is a class action, brought pursuant to Code of Civil Procedure section 382, against
5 SOCAL SUPERBIKES, a California corporation ("SOCAL SUPERBIKES"); ALEXANDER
6 JASON QUINTERO ("Alex"); JOSE LUIS GONZALEZ ("Jose"); JAZMINE GONZALEZ
7 QUINTERO ("Jazmine"); FINITOS MOTORSPORTS LLC; FINITO MOTORSPORTS;
8 ANGELICA GONZALEZ; TEXAS SUPERBIKES LLC; DFW SUPERBIKES LLC dba TEXAS
9 SUPERBIKES; SUPERBIKE CENTRAL LLC; TEXAS MOTORSPORTS & DESIGN LLC; and
10 DOES 8 through 25 (collectively, "Defendants"). Plaintiffs bring this action on behalf of
11 themselves and all other current and former California consumers who purchased repair, diagnostic,
12 modification, or related services from SOCAL SUPERBIKES during the relevant time period
13 ("Class Members"). The relevant time period consists of services obtained between May 13, 2020
14 and February 18, 2026.

15 2. The amount in controversy for each Plaintiff individually exceeds \$35,000, and the
16 aggregate amount in controversy for the Class exceeds the jurisdictional minimum of this Court.
17 Plaintiffs seek non-duplicative damages, restitution, and injunctive relief under California law.

18 **II. PARTIES**

19 **Plaintiffs**

20 3. Plaintiff AARON ROSS is a resident of the State of California and a former United
21 States Marine. Mr. Ross was a consumer customer of Defendants and a repeat customer of SOCAL
22 SUPERBIKES, who on multiple prior occasions brought a 2016 Honda CBR300R to SOCAL
23 SUPERBIKES for tire changes, and who brought a 2022 Suzuki GSX-R750 to SOCAL
24 SUPERBIKES previously for a clutch replacement and most recently, following an accident, for
25 repair—each primarily for personal, family, or household purposes. Mr. Ross delivered the GSX-
26 R750 to Defendants on July 29, 2025, and it was not returned to him until November 11, 2025, a
27 hold of 105 days. Defendants never provided Mr. Ross a written estimate for the work. Instead,
28 Defendants threatened to place a lien on his motorcycle unless he paid a storage fee of

1 approximately \$9,000 that had never been discussed or disclosed beforehand. Defendants sought to
2 collect that storage fee from Mr. Ross's insurer, GEICO, which ultimately paid only a portion of the
3 demanded amount. Mr. Ross received no written estimate, was overcharged, was assessed storage
4 charges, and had his motorcycle held against a threatened lien, all by an operator charging for its
5 services while unlicensed. Prior to the December 2025 citation issued against SOCAL
6 SUPERBIKES by the Bureau of Automotive Repair, Mr. Ross had filed his own complaint with the
7 Bureau of Automotive Repair (No. FL2025-20003), and he possesses documentation supporting the
8 allegations herein, including estimates, communications with GEICO and other insurers, bank and
9 storage receipts, call logs, and a credit-card statement. He suffered harm, and continues to suffer
10 harm, as a result of Defendants' conduct described in this Complaint.

11 4. Plaintiff JACOB REINBOLD is a resident of the State of California. Mr. Reinbold was a
12 consumer customer of Defendants who entrusted a 2017 Kawasaki Ninja ZX-10R to SOCAL
13 SUPERBIKES for routine maintenance, a valve adjustment, a cam-chain tensioner, and related
14 engine tuning, primarily for personal, family, or household purposes. Mr. Reinbold received no
15 written estimate; was charged for work Defendants never performed, including a valve inspection
16 Defendants represented was "in spec" but never actually conducted and a clutch adjustment
17 Defendants agreed to but never made; and was overcharged, ultimately paying \$6,375 before
18 Defendants attempted to extract an additional \$400—for a total of \$6,735—on the false pretext that
19 he had ordered an extra tire he never requested. On information and belief, that fabricated charge
20 was intended to conceal that Defendants' own personnel had operated Mr. Reinbold's motorcycle
21 without his authorization and damaged it in the process. Defendants further assessed storage
22 charges and held the motorcycle against a threatened lien until payment was made. The work
23 Defendants did perform was defective and returned the motorcycle to Mr. Reinbold in a dangerous,
24 unroadworthy condition: he suffered a near-total loss of his front brakes while traveling through an
25 intersection; improperly installed bodywork detached from the motorcycle at freeway speed; the
26 electronic tuning left dashboard warning indicators and the engine-warning light illuminated;
27 brand-new fuel injectors he had supplied were returned to him failing; and the motorcycle sustained
28 long-term and irreversible engine damage—all by an operator charging for its services while

1 unlicensed. He suffered harm, and continues to suffer harm, as a result of Defendants' conduct
2 described in this Complaint.

3 **Defendants**

4 5. Defendant **SOCAL SUPERBIKES** is, and at all relevant times was, a California
5 corporation doing business in Garden Grove, Orange County, California. At all relevant times,
6 including as of the filing of this Complaint, SOCAL SUPERBIKES' corporate status, as reflected
7 on the California Secretary of State's website, was and is suspended. SOCAL SUPERBIKES was
8 served with the original complaint, and default was entered.

9 6. Defendant **ALEXANDER JASON QUINTERO**, who also appears in public records as
10 "Alexander James Quintero" and "Alex," is, and at all relevant times was, a resident of California
11 and Texas, and an owner, officer, or managing agent of SOCAL SUPERBIKES. On information
12 and belief, Alex also operates or controls similar motorcycle businesses in Texas. ALEXANDER
13 JASON QUINTERO was served with the original complaint, and default was entered.

14 7. Defendant **JOSE LUIS GONZALEZ**, who also appears in public records and in the
15 California Bureau of Automotive Repair citation as "Jose L Gonzalez" and who was named in the
16 original Complaint and entered defaults as "Jorge Luis Gonzalez," is, and at all relevant times was,
17 a resident of California and an owner, officer, or managing agent of SOCAL SUPERBIKES. JOSE
18 LUIS GONZALEZ was served with the original complaint, and default was entered.

19 8. Defendant **JAZMINE GONZALEZ QUINTERO**, who also appears as "Jazmin" or
20 "Jazmine Quintero," is, and at all relevant times was, a resident of California and an owner, officer,
21 or managing agent of SOCAL SUPERBIKES. On information and belief, she occasionally resides
22 or conducts business in Texas. JAZMINE GONZALEZ QUINTERO was served with the original
23 complaint, and default was entered.

24 9. Defendant **FINITOS MOTORSPORTS LLC** is, and at all times relevant to this
25 amended pleading was, a California limited liability company (File No. B20250160757, filed June
26 11, 2025), with a principal office at 119 Madison Avenue, Apt. 3, Chula Vista, California 91910.
27 On information and belief, Finitos Motorsports LLC is an affiliated and successor entity through
28 which the SOCAL SUPERBIKES enterprise has continued to operate.

1 10. Defendant **FINITO MOTORSPORTS** is, and at all times relevant to this amended
2 pleading was, a business entity of form presently unknown, **operating the same enterprise as**
3 **SOCAL SUPERBIKES under a new name** at 181 South Wineville Avenue, Suite M, Ontario,
4 California 91761, and holding California Bureau of Automotive Repair Automotive Repair Dealer
5 License No. 316915. On information and belief, Finito Motorsports is the **successor to SOCAL**
6 **SUPERBIKES** and continues the business, goodwill, customer relationships, and online presence
7 of SOCAL SUPERBIKES. FINITOS MOTORSPORTS' webpage, downloaded and stored prior to
8 the filing of this complaint, contains numerous files named SOCAL SUPERBIKES, copies and
9 reskinned from the SOCAL SUPERBIKES now defunct webpage, and much of the same content.
10 Likewise, FINITO MOTORSPORTS' Instagram page is the same follower list as SOCAL
11 SUPERBIKES and shows 2 name changes, indicating that SOCAL SUPERBIKES changed its
12 Instagram name to FINITO MOTORSPORTS.

13 11. Defendant **ANGELICA GONZALEZ** is, and at all times relevant to this amended
14 pleading was, a resident of California and the registered owner, qualified manager, and member of
15 the Finito Motorsports automotive repair business. On information and belief, Angelica Gonzalez is
16 a relative of, and resides in the same household as, one or more of the individual Defendants, and
17 holds the Finito Motorsports registration for the benefit of the SOCAL SUPERBIKES enterprise.

18 12. Defendant **TEXAS SUPERBIKES LLC** is, and at all times relevant to this amended
19 pleading was, a Texas limited liability company and affiliated motorcycle-related entity controlled
20 by Defendants Alexander Jason Quintero and Jazmine Gonzalez Quintero.

21 13. Defendant **DFW SUPERBIKES LLC**, which does business as **TEXAS**
22 **SUPERBIKES**, is, and at all times relevant to this amended pleading was, a Texas limited liability
23 company and affiliated motorcycle-related entity controlled by Defendants Alexander Jason
24 Quintero and Jazmine Gonzalez Quintero.

25 14. Defendant **SUPERBIKE CENTRAL LLC** is, and at all times relevant to this amended
26 pleading was, a Texas limited liability company and affiliated motorcycle-related entity controlled
27 by Defendant Alexander Jason Quintero.

28

15. Defendant **TEXAS MOTORSPORTS & DESIGN LLC** is, and at all times relevant to this amended pleading was, a Texas limited liability company and affiliated motorcycle-related entity controlled by Defendants Alexander Jason Quintero and Jazmine Gonzalez Quintero.

16. The true names and capacities, whether individual, corporate, or otherwise, of Defendants sued herein as DOES 8 through 25 are unknown to Plaintiffs, who therefore sue these Defendants under fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe that each DOE Defendant is legally responsible, in whole or in part, for the conduct alleged in this Complaint.

17. Plaintiffs are informed and believe that each Defendant acted as the agent, servant, employee, representative, partner, or co-conspirator of each of the other Defendants with respect to the conduct alleged herein, and that each Defendant, in committing the acts alleged, acted within the course and scope of such agency or relationship. References to "Defendants" herein include all named Defendants and DOES 8 through 25.

III. JOINT LIABILITY ALLEGATIONS

18. Plaintiffs are informed and believe, and allege, that at all times relevant, each Defendant was the agent, employee, employer, principal, representative, partner, joint venturer, or co-conspirator of each of the other Defendants with respect to the conduct alleged in this Complaint, and that each Defendant acted within the course and scope of such relationship.

19. Plaintiffs are informed and believe, and allege, that the acts, omissions, and practices of each corporate or entity Defendant were authorized, directed, or ratified by that entity's owners, officers, managers, or other persons acting in a supervisory or managerial capacity, and that these individuals knowingly approved or acquiesced in the conduct alleged in this Complaint. Plaintiffs further allege that each Defendant accepted the benefits of the acts alleged and failed to repudiate them.

20. Plaintiffs are informed and believe, and allege, that Defendants knowingly participated in, agreed to, or facilitated a common course of conduct involving the marketing, operation, and provision of motorcycle repair, diagnostic, modification, and related services, and that this conduct

1 included misrepresentations, omissions, and unlawful business practices directed at Plaintiffs and
2 Class Members. As a result, each Defendant is jointly and severally liable for the acts of the others
3 with respect to the conduct alleged herein.

4 **IV. ALTER EGO ALLEGATIONS**

5 21. Plaintiffs are informed and believe and allege that Defendants ALEXANDER JASON
6 QUINTERO, JOSE LUIS GONZALEZ, JAZMINE GONZALEZ QUINTERO, and DOES 8
7 through 15 (collectively, the "SOCAL SUPERBIKES Owners") exercised domination and control
8 over SOCAL SUPERBIKES such that the corporation lacked a separate and independent existence.
9 Plaintiffs allege a unity of interest and ownership between the SOCAL SUPERBIKES Owners and
10 SOCAL SUPERBIKES based on, among other factors, (a) the corporation's suspension by the
11 California Secretary of State, (b) the Owners' control over day-to-day operations and finances, (c)
12 the failure to observe corporate formalities, (d) the commingling of personal and corporate assets
13 and use of corporate funds for non-corporate purposes, and (e) the Owners' shared use of a single
14 residential address that recurs across the individual Defendants and appears as the director address
15 on the corporate Statement of Information.

16 22. Plaintiffs are informed and believe and allege that SOCAL SUPERBIKES was
17 undercapitalized relative to the nature and scale of its repair and consumer-facing operations, and
18 that corporate records were not adequately maintained. Observing the corporate form would
19 sanction fraud or promote injustice by allowing the SOCAL SUPERBIKES Owners to avoid
20 responsibility for the conduct alleged herein. Plaintiffs therefore allege that the SOCAL
21 SUPERBIKES Owners are the alter egos of SOCAL SUPERBIKES and are jointly and severally
22 liable for its acts and omissions.

23 23. Plaintiffs are informed and believe and allege that the misuse of the corporate form by
24 the SOCAL SUPERBIKES Owners contributed to Plaintiffs' and Class Members' inability to
25 ascertain the accuracy of Defendants' representations, including those relating to licensing,
26 qualifications, and business operations. This misuse further enabled the conduct alleged herein.

27 **V. SUCCESSOR-ENTITY AND AFFILIATED-ENTITY ALLEGATIONS**

28

24. Plaintiffs are informed and believe and allege that, after this action was filed, the SOCIAL SUPERBIKES enterprise was rebranded and continued its operations under the name FINITO MOTORSPORTS. The successor's public website reproduces SOCIAL SUPERBIKES' own website contents, and the business's social-media presence was migrated to the new name. On information and belief, Finito Motorsports and Finitos Motorsports LLC constitute a mere continuation of the SOCIAL SUPERBIKES business, were created or used to continue that business while evading its liabilities, and share ownership, control, management, customers, goodwill, and assets with SOCIAL SUPERBIKES.

25. Plaintiffs are informed and believe and allege that the individual Defendants control a cluster of affiliated motorcycle-related entities in California and Texas, including Texas Superbikes LLC, DFW Superbikes LLC (dba Texas Superbikes), Superbike Central LLC, and Texas Motorsports & Design LLC, tied together by shared ownership and control, a shared residential address, cross-use of email addresses, commingling of funds, and documented transfers among the entities and their principals. On information and belief, these entities were used to receive, hold, or shield assets and business derived from the SOCAL SUPERBIKES enterprise.

26. Plaintiffs are informed and believe and allege that each successor and affiliated Defendant is liable for the conduct of SOCAL SUPERBIKES under theories of successor liability, alter ego, unity of interest, fraudulent transfer, and continuation of enterprise, and that adherence to the separate identities of these entities would sanction fraud, promote injustice, and frustrate Plaintiffs' and Class Members' ability to obtain relief.

VI. JURISDICTION AND VENUE

27. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. The amount in controversy exceeds \$35,000, exclusive of interest and costs, and this matter is properly filed as an unlimited civil case. Plaintiffs also seek statutory damages, actual damages, restitution, injunctive relief, and attorneys' fees under applicable California consumer protection statutes.

28. Venue is proper in Orange County under Code of Civil Procedure sections 392, 395, and 395.5 because a substantial portion of the events and omissions giving rise to the claims

1 occurred in this county; Defendants conducted business in this county; the subject property is
2 located in this county; and many Class Members were exposed to the representations and practices
3 alleged herein in this county. Defendants' conduct caused harm to Plaintiffs and Class Members in
4 Orange County, making this venue appropriate.

5 **VII. THEORY OF THE CASE**

6 29. This case concerns uniform business practices that applied to all consumers who
7 obtained inspection, diagnostic, repair, or modification services from SOCAL SUPERBIKES.
8 Plaintiffs are informed and believe and allege that Defendants, as a matter of standard business
9 practice, (a) failed to provide required written estimates or documentation for repair work, (b)
10 performed unauthorized or undisclosed work on consumer motorcycles, (c) misrepresented their
11 licensing, qualifications, and ability to lawfully perform repair services, (d) used non-conforming,
12 used, or gray-market parts without disclosure, and (e) represented that inspections or repairs had
13 been completed when they had not. These practices were applied uniformly and did not depend on
14 the circumstances of any single consumer transaction.

15 30. Plaintiffs' experiences are typical of the experiences of Class Members. Plaintiffs were
16 exposed to the same representations and omissions, subjected to the same lack of written estimates
17 or authorizations, and had their motorcycles returned in unsafe and undocumented condition, or
18 held against threatened liens and illegal storage charges — the same uniform practices that
19 Defendants applied to all or nearly all consumer transactions.

20 **VIII. FACTUAL BACKGROUND**

21 31. This action arises from Defendants' uniform practices of misrepresenting their
22 qualifications, services, and business operations to consumers seeking motorcycle repair,
23 diagnostic, and modification services, and of holding, damaging, overcharging for, and profiting
24 from consumers' motorcycles.

25 32. Plaintiffs AARON ROSS and JACOB REINBOLD are just two of numerous
26 Defendants' customers who were subject to the illegal, unlicensed and unwarranted conduct of
27 Defendants via their SOCAL SUPERBIKES operation. Over 200 customers to date report varying
28 problems with SOCAL SUPERBIKES and their reported complaints fall into a consistent, heavily

1 overlapping set of claim types: (a) **defective or substandard repair work** (b) **dangerous or**
2 **unsafe post-repair condition** (brake failures, backwards-installed suspension, bodywork detaching
3 at speed, oil loss on the freeway, and similar safety events) (c) **overcharging** (d) improper **storage-**
4 **fee** assessments (e) the shop **holding or refusing to return** a customer's motorcycle (f) explicit
5 **lien threats or ransom-style demands** to recover their bikes (g) **no written estimate or invoice**
6 (h) the shop **lost, withheld, or sold** their vehicle or customer-supplied parts (i) were told the shop
7 was **licensed or staffed by certified mechanics** — all while the California State Bureau of
8 Automotive Repair cited SOCAL SUPERBIKES twice for operating without a license.

9 33. Defendants represented, through their website, social-media accounts, signage, and
10 direct communications, that they were a licensed, experienced, and specialized repair facility
11 offering high-quality inspections, diagnostics, modifications, and timely service. Over extended
12 periods during which Defendants retained Plaintiffs' motorcycles, Defendants provided
13 inconsistent statements regarding the status of inspection and repair work, failed to return calls, and
14 did not provide written documentation of the work performed or findings made.

15 34. Plaintiffs are informed and believe and allege that Defendants operated a motorcycle
16 repair and modification business without required state and local licenses and permits, including a
17 California Bureau of Automotive Repair registration, a Department of Motor Vehicles dealer
18 license, and a California Department of Tax and Fee Administration seller's permit. Plaintiffs are
19 further informed and believe that Defendants represented themselves online and in their marketing
20 materials as a licensed and qualified repair facility but failed to maintain the registrations,
21 documentation, or compliance required for lawful operations. Plaintiffs are informed and believe
22 that Defendants solicited or posted positive online reviews that did not accurately reflect consumer
23 experiences, creating a misleading impression of their qualifications and services, and that
24 Defendants used parts that were used, non-OEM, or gray-market without disclosure to consumers.

25 35. Plaintiffs are informed and believe that SOCAL SUPERBIKES failed to comply with
26 California's written estimate, authorization, and documentation requirements under Business and
27 Professions Code section 9884.9, as part of its standard business practices applied to all consumers.
28 Plaintiffs are informed and believe that SOCAL SUPERBIKES did not issue written estimates, did

1 not obtain written or documented authorization for repairs, and did not provide final invoices or
2 parts-return documentation to consumers, as required by California law, and that these omissions
3 were uniform and systematic.

4 36. Plaintiffs are informed and believe that Defendants threatened and imposed storage fees
5 and asserted or threatened mechanic's liens without any contractual or legal basis, and held
6 consumers' motorcycles against those threatened liens, requiring consumers to pay to recover their
7 property. Defendants returned motorcycles in unsafe condition, without the parts allegedly removed
8 or replaced, and without paperwork, receipts, parts information, or warranties.

9 37. As a direct and proximate result of Defendants' conduct, Plaintiffs and Class Members
10 suffered and continue to suffer damages in an amount exceeding the jurisdictional minimum of this
11 Court, including loss of use of their motorcycles, transportation and towing expenses, inspection
12 and diagnostic costs, storage charges, fees associated with investigating Defendants' business
13 practices, and consequential damages, including anxiety and inconvenience arising from the
14 uncertainty and safety concerns regarding the motorcycles' condition.

15 38. Pursuant to the Consumers Legal Remedies Act ("CLRA"), Civil Code section 1782,
16 written pre-litigation notice of the violations alleged herein was served on Defendants, identifying
17 specific violations and demanding correction. Defendants did not provide an adequate response
18 within the statutory period. Plaintiffs therefore bring this action seeking damages, restitution,
19 injunctive relief, and attorneys' fees under the CLRA, as well as relief under the Unfair
20 Competition Law (Bus. & Prof. Code section 17200 et seq.), the False Advertising Law (Bus. &
21 Prof. Code section 17500 et seq.), and related causes of action.

22 39. Defendants' fraudulent enterprise was conducted under the trade name "SoCal
23 Superbikes" and through the previously suspended California corporation SOCAL SUPERBIKES
24 (Entity No. C4585552), and has continued under the successor name Finito Motorsports. The
25 business possesses substantial goodwill and valuable assets that are the primary instruments used to
26 perpetrate and continue the fraud alleged in this Complaint, including but not limited to the
27 following (collectively, the "Business Assets"):
28

1 (a) the trade name, DBA, and common-law trademark "SoCal Superbikes" and any
2 confusingly similar variation, including "Finito Motorsports";
3 (b) the domain name socalsuperbikes.net, and any other internet domain name incorporating
4 "SoCal SuperBikes" or "Finito Motorsports" or any similar variation that is owned, registered,
5 controlled, or used by any Defendant or any person acting on their behalf;
6 (c) the Instagram account @socalsuperbikes and any backup, successor, or related accounts,
7 including @finito_motorsports and @txsuperbikes;
8 (d) the Facebook page facebook.com/socalsuperbikes and any successor or related pages;
9 (e) the YouTube channel "SoCal Superbikes" (youtube.com/@socalsuperbikes);
10 (f) the TikTok account @socalsuperbikes (tiktok.com/@socalsuperbikes);
11 (g) the Google Business Profile and all associated photos, posts, and reviews;
12 (h) the business telephone numbers advertised for the business;
13 (i) the Yelp business profile and all associated reviews, photos, and listings;
14 (j) all customer lists, intake sheets, repair orders, vendor lists, and email lists;
15 (k) all logos, photographs, videos, graphics, and marketing materials created for or used by
16 the business; and
17 (l) any federal or state trademark registrations or applications, and service marks or
18 applications containing "SoCal Superbikes."

19 **IX. CLASS ACTION ALLEGATIONS**

20 40. Plaintiffs bring this action on behalf of themselves and all others similarly situated
21 pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class defined as: All
22 consumers in California who purchased, paid for, or were charged for motorcycle inspection,
23 diagnostic, repair, or modification services from SOCAL SUPERBIKES for services obtained
24 between May 13, 2020 and February 18, 2026, and thereafter all consumers in California who
25 experienced any of the specific instances and types of unfair practices and false advertising alleged
26 herein.

1 41. Plaintiffs reserve the right under California Rules of Court, rule 3.765(b), to amend the
2 class definition, create subclasses, or modify the issues for which class treatment is sought
3 following further investigation and discovery.

4 42. This action is maintainable as a class action because a well-defined community of
5 interest exists among Class Members, and the class is ascertainable from Defendants' business
6 records. Plaintiffs are informed and believe and allege that the representations, omissions, and
7 practices described herein were applied uniformly to all Class Members as part of Defendants'
8 standard intake, inspection, repair, and billing practices, including uniform failures to provide
9 written estimates, uniform misrepresentations regarding licensing and qualifications, and uniform
10 use of undisclosed parts or unauthorized work.

11 **A. Numerosity**

12 43. The Class is so numerous that joinder of all members is impracticable. Plaintiffs are
13 informed and believe that Defendants serviced thousands of consumer customers in California
14 during the relevant period, and estimate the class exceeds 3,000 consumers.

15 **B. Commonality**

16 44. There are questions of law and fact common to Plaintiffs and Class Members that
17 predominate over any questions affecting only individual members. Common questions include,
18 without limitation: (a) whether Defendants misrepresented their licensing, qualifications, or ability
19 to perform motorcycle inspection, diagnostic, repair, or modification services; (b) whether
20 Defendants advertised or represented services as being performed by certified technicians or under
21 proper licensure when they were not; (c) whether Defendants failed to perform promised or
22 represented inspections, diagnoses, or repairs; (d) whether Defendants used non-conforming, used,
23 or gray-market parts without disclosure; (e) whether Defendants imposed or threatened to impose
24 unlawful storage fees or asserted unauthorized mechanics' liens; (f) whether Defendants failed to
25 provide required documentation, disclosures, or written estimates under California consumer
26 protection laws; (g) whether Defendants' conduct violated the Consumers Legal Remedies Act; (h)
27 whether Defendants' conduct violated the Unfair Competition Law; (i) whether Defendants'
28 advertising or representations violated the False Advertising Law; (j) whether Plaintiffs and Class

Members suffered economic injury as a result of Defendants' practices; and (k) the appropriate measure of restitution, damages, and injunctive relief.

C. Typicality

45. Plaintiffs' claims are typical of the claims of the Class because they arise from the same alleged course of conduct by Defendants, are based on the same legal theories, and rely on materially similar representations, omissions, and practices. The same misrepresentations and omissions were directed to all Class Members through uniform business practices, advertising, and service protocols.

D. Adequacy of Representation

46. Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have no conflicts with Class Members and seek the same relief. Plaintiffs' counsel is experienced in consumer protection, complex litigation, and class action matters and will adequately represent the Class.

E. Superiority and Predominance

47. A class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Individual claims are unlikely to be large enough to justify separate actions, and class treatment promotes judicial economy and avoids inconsistent rulings. Class treatment will provide a fair, efficient, and manageable method of adjudicating the claims of Plaintiffs and Class Members. Plaintiffs are unaware of any difficulties likely to arise in managing this case as a class action.

X. CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation of Consumers Legal Remedies Act, Civil Code section 1750 et seq.)

(Against All Defendants and Does 8-25)

48. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 47 as though fully set forth herein.

49. Plaintiffs and Class Members are "consumers" within the meaning of Civil Code section 1761(d). Defendants are "persons" within the meaning of Civil Code section 1761(c), and the

1 motorcycle inspection, diagnostic, repair, and modification services Defendants advertised and sold
2 constitute "services" within the meaning of Civil Code section 1761(b). The transactions alleged
3 herein are "transactions" intended to result in the sale of services to consumers within the meaning
4 of Civil Code section 1761(e).

5 50. Defendants violated the CLRA, Civil Code section 1770(a), by engaging in unfair or
6 deceptive acts or practices in transactions involving the sale of services to Plaintiffs and Class
7 Members, including, without limitation: (a) misrepresenting the source, sponsorship, approval, or
8 certification of services, in violation of section 1770(a)(2); (b) misrepresenting the characteristics,
9 benefits, or quality of services, in violation of section 1770(a)(5); (c) representing that services
10 were of a particular standard, quality, or grade when they were not, in violation of section
11 1770(a)(7); (d) advertising services with the intent not to provide them as advertised, in violation of
12 section 1770(a)(9); (e) misrepresenting that services had been performed or parts replaced when
13 they had not, in violation of section 1770(a)(13); (f) representing that a transaction conferred rights,
14 remedies, or obligations which it did not have or involve, in violation of section 1770(a)(14); (g)
15 representing that services were supplied in accordance with prior representations when they were
16 not, in violation of section 1770(a)(16); and (h) representing that services had approval,
17 certification, or licensing that they did not have, in violation of section 1770(a)(21).

18 51. The unlawful conduct described above includes, without limitation, falsely representing
19 that Defendants were properly licensed and certified; misrepresenting their expertise and ability to
20 perform inspections and repairs; promising timely and complete diagnostic services they did not
21 intend or were unable to perform; failing to provide required written estimates, receipts, or
22 disclosures; misrepresenting the condition of the motorcycles; using or installing gray-market or
23 non-conforming parts without disclosure; and providing inconsistent or false statements regarding
24 work status and repair needs.

25 52. Plaintiffs and Class Members reasonably relied on Defendants' representations and
26 omissions, or acted in a manner consistent with such reliance, when deciding to engage Defendants
27 for services. Because Defendants' misrepresentations and omissions were material and uniformly
28

1 directed to all consumers, reliance by Class Members is presumed. As a direct and proximate result
2 of Defendants' conduct, Plaintiffs and Class Members suffered economic injury.

3 53. Pursuant to Civil Code section 1782(a), Defendants were served with written notice of
4 their CLRA violations by certified mail, describing the unlawful practices and demanding
5 correction. More than 30 days have passed since Defendants received notice, and Defendants failed
6 to provide an appropriate correction, remedy, or written assurance.

7 54. Accordingly, Plaintiffs seek all relief authorized under Civil Code section 1780,
8 including actual damages, restitution, injunctive relief, punitive damages as permitted by statute,
9 attorneys' fees, and costs. Plaintiffs also seek an order enjoining Defendants from continuing the
10 deceptive practices alleged herein, including public injunctive relief that benefits consumers
11 generally.

12 **SECOND CAUSE OF ACTION**

13 **(Violation of Unfair Competition Law, Bus. & Prof. Code section 17200 et seq.)**

14 (Against All Defendants and Does 8-25)

15 55. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 54 as though fully
16 set forth herein.

17 56. Defendants have engaged in unlawful, unfair, and fraudulent business acts and practices
18 within the meaning of Business and Professions Code section 17200.

19 57. Defendants' conduct constitutes "unlawful" business acts and practices under the UCL
20 because it violated, without limitation, (a) the Consumers Legal Remedies Act, Civil Code section
21 1750 et seq.; (b) the False Advertising Law, Business and Professions Code section 17500 et seq.;
22 (c) the Automotive Repair Act, Business and Professions Code section 9884 et seq., including
23 section 9884.6 (registration requirement) and section 9884.9 (written estimate requirements); (d)
24 California Vehicle Code section 11700 et seq. governing vehicle dealers; and (e) California
25 Revenue and Taxation Code provisions requiring sellers' permits for taxable parts. Each of these
26 violations independently constitutes an "unlawful" practice within the meaning of section 17200.

27 58. Defendants' practices were unfair because they caused substantial injury to consumers, were
28 not outweighed by countervailing benefits, and could not reasonably have been avoided.

1 Defendants misrepresented their qualifications and licensing status, failed to perform promised
2 services, threatened unlawful storage fees and mechanics' liens, and returned motorcycles in unsafe
3 condition — all of which harmed Plaintiffs and Class Members and provided Defendants with an
4 unfair competitive advantage.

5 59. Defendants' representations and omissions were likely to deceive members of the
6 public. Defendants misrepresented the nature, quality, and scope of their services; represented that
7 inspections and repairs had been performed when they had not; and failed to disclose that they
8 lacked necessary licenses, certifications, and qualifications. Plaintiffs and Class Members
9 reasonably relied on these representations and omissions when deciding to engage Defendants for
10 services.

11 60. Plaintiffs and Class Members suffered injury in fact and lost money or property as a
12 result of Defendants' unlawful, unfair, and fraudulent conduct, including payments for services not
13 rendered or improperly rendered, costs of corrective repairs, storage charges, and loss of use of
14 their motorcycles.

15 61. Pursuant to Business and Professions Code section 17203, Plaintiffs seek restitution and
16 injunctive relief necessary to prevent Defendants' ongoing or future violations, and attorneys' fees
17 and costs as permitted by law. The injunctive relief sought under this cause of action is public
18 injunctive relief intended to benefit the general public. Plaintiffs and Class Members lack an
19 adequate remedy at law for the full scope of equitable and injunctive relief sought herein.

20 **THIRD CAUSE OF ACTION**

21 **(Violation of False Advertising Law, Bus. & Prof. Code section 17500 et seq.)**

22 (Against All Defendants and Does 8-25)

23 62. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 61 as though fully
24 set forth herein.

25 63. Defendants, in violation of Business and Professions Code section 17500, disseminated
26 statements and advertisements to the general public that were untrue, misleading, or both. These
27 advertisements concerned Defendants' licensing status, qualifications, inspection and repair
28 capabilities, parts used, and the nature and quality of the services they purported to provide.

1 64. Defendants made these representations through their website, online listings, Google search
2 results, Google Reviews, Yelp pages, social media platforms including Facebook and Instagram,
3 and through verbal and written communications with consumers. Among other representations,
4 Defendants advertised themselves as a legitimate, licensed, and qualified motorcycle repair and
5 modification facility employing trained or certified personnel and capable of performing
6 inspections, repairs, rebuilds, and upgrades in accordance with industry standards.

7 65. These advertisements and statements were false or misleading because Defendants
8 lacked required licenses and permits, including a valid Automotive Repair Dealer registration, a
9 valid DMV dealer license, and a valid seller's permit; operated while the corporate entity was
10 suspended; used gray-market or used parts without disclosure; and misrepresented the nature and
11 extent of inspections and repairs performed. Defendants also threatened unlawful storage fees and
12 unlawful mechanics' liens, which further misled consumers regarding their legal rights and
13 Defendants' own authority.

14 66. Plaintiffs and Class Members reviewed, were exposed to, or reasonably relied upon
15 Defendants' advertisements and public representations when deciding to bring their motorcycles or
16 business to Defendants. These advertisements were material and would have misled a reasonable
17 consumer, creating a presumption that all Class Members relied on the representations when
18 deciding to engage Defendants for services.

19 67. Defendants knew or, through the exercise of reasonable care, should have known that
20 the advertisements and public statements they disseminated were untrue or misleading at the time
21 they were made.

22 68. As a direct and proximate result of Defendants' violations of section 17500, Plaintiffs
23 and Class Members suffered economic injury, including payments made for services not performed
24 or improperly performed, loss of use of their motorcycles, and costs associated with subsequent
25 inspection, diagnosis, and corrective repair. Pursuant to Business and Professions Code sections
26 17535 and 17203, Plaintiffs seek restitution of all money wrongfully obtained by Defendants
27 through their false advertising, injunctive relief, and attorneys' fees and costs as permitted by law.

28 **FOURTH CAUSE OF ACTION**

(Fraud)

(Against All Defendants and Does 8-25)

69. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 68 as though fully set forth herein.

70. Defendants made representations to Plaintiffs and Class Members concerning their licensing status, qualifications, inspection and repair capabilities, the parts that would be used, and the nature and quality of the services they offered. These representations included statements that Defendants were licensed or certified to perform motorcycle inspections and repairs, that comprehensive inspections would be completed before work was performed, that certain parts or components were needed or unavailable, and that specific work had been completed when it had not.

71. These representations were made through Defendants' website, online listings, Google search pages, Google Reviews, Yelp, social media accounts including Facebook and Instagram, signage at the business location, and through verbal and written communications with consumers. Defendants intended these statements to induce Plaintiffs and Class Members to deliver their motorcycles to Defendants and to purchase services from them.

72. At the time these representations were made, Defendants knew them to be false or made them without any reasonable basis for believing they were true. Among other things, Defendants knew they did not possess required licenses or permits, did not perform the inspections they represented they would perform, used undisclosed gray-market or used parts, and falsely stated that certain work or evaluations had been completed.

73. Plaintiffs and Class Members reasonably relied on Defendants' representations when deciding to engage Defendants for inspection, repair, modification, or related services, and would not have delivered their motorcycles to Defendants or paid money to Defendants had the true facts been known.

74. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiffs and Class Members suffered harm, including payments for services not performed or improperly performed,

1 costs associated with subsequent inspections and repairs, loss of use of their motorcycles, and other
2 economic damages according to proof.

3 75. Defendants' conduct was fraudulent, malicious, and oppressive as defined by Civil
4 Code section 3294. Defendants acted with conscious disregard of the rights and safety of
5 consumers by knowingly making false statements concerning licensing, capabilities, repair work,
6 and the condition and safety of customers' motorcycles. Plaintiffs and Class Members therefore
7 seek compensatory and punitive damages as permitted by law.

8 **FIFTH CAUSE OF ACTION**

9 **(Damage to Property)**

10 (Against All Defendants and Does 8-25)

11 76. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 75 as though fully
12 set forth herein.

13 77. Defendants owed Plaintiffs and Class Members a duty to exercise reasonable care in the
14 custody, inspection, handling, repair, installation of parts, and return of their motorcycles and
15 related components. This duty arises from Defendants' role as bailees of consumer property, from
16 the nature of the services Defendants offered, and from the foreseeable risk of physical damage to
17 motorcycles entrusted to them.

18 78. Defendants breached this duty by failing to exercise reasonable care in the handling,
19 inspection, and repair of Plaintiffs' and Class Members' motorcycles. Defendants performed
20 unauthorized and improper work, failed to conduct promised inspections, installed or represented
21 that they installed parts of unknown or inferior origin, and returned motorcycles in damaged,
22 unsafe, or materially altered condition. Defendants further breached their duty by installing gray-
23 market components without disclosure, using used or recycled parts without authorization, failing
24 to return replaced parts, and misrepresenting the source, quality, and condition of the parts and
25 work performed.

26 79. As a direct and proximate result of Defendants' conduct, Plaintiffs and Class Members
27 suffered property damage, including damage to mechanical components, deterioration or
28 impairment of the safety and function of their motorcycles, and the need for corrective repairs,

1 diagnostic work, and replacement of improperly installed or damaged parts, together with economic
2 losses for transport, inspection, and necessary restoration or rework; diminished value; and other
3 consequential damages according to proof.

4 **SIXTH CAUSE OF ACTION**

5 **(Loss of Use and Out-of-Pocket Costs)**

6 (Against All Defendants and Does 8-25)

7 80. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 79 as though fully
8 set forth herein.

9 81. Plaintiffs and Class Members entrusted their motorcycles to Defendants for inspection,
10 repair, or modification services. Defendants owed a duty to return the property within a reasonable
11 period of time and in a condition that allowed for safe and ordinary use.

12 82. Defendants breached this duty by failing to perform the promised inspections or repairs,
13 delaying work without justification, performing unauthorized or improper work, returning
14 motorcycles in unsafe or inoperable condition, holding motorcycles against threatened liens and
15 illegal storage charges, and requiring consumers to undertake additional inspection, diagnosis, or
16 repair before the motorcycles could be used.

17 83. As a direct and proximate result of Defendants' conduct, Plaintiffs and Class Members
18 were deprived of the use of their motorcycles for extended and unreasonable periods of time, and
19 incurred out-of-pocket expenses reasonably related to Defendants' conduct, including costs for
20 trailer rental and transportation, fuel and travel expenses, replacement vehicle costs, storage
21 charges, diagnostic fees, and the cost of subsequent inspection, repair, or rework necessary to
22 restore the motorcycles to a safe and operable condition. These damages were foreseeable
23 consequences of Defendants' conduct, and Plaintiffs and Class Members seek recovery of these
24 damages according to proof.

25 **SEVENTH CAUSE OF ACTION**

26 **(Negligence Per Se)**

27 (Against All Defendants and Does 8-25)

28

1 84. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 83 as though fully
2 set forth herein.

3 85. Defendants were required to comply with state and local laws governing the lawful
4 operation of motorcycle repair and modification facilities, including requirements relating to
5 hazardous materials handling, business licensing, and workplace and public safety. These statutes
6 and regulations include, without limitation: (a) California Business and Professions Code section
7 9884 et seq. (Automotive Repair Act), including section 9884.6 (requiring registration as an
8 automotive repair dealer with the Bureau of Automotive Repair) and section 9884.9 (requiring
9 written estimates, customer authorization, and related disclosures for repairs); (b) California Health
10 and Safety Code Division 20, Chapter 6.95 (section 25500 et seq.), requiring a Hazardous Materials
11 Business Plan, accurate inventory, and emergency procedures for businesses handling hazardous
12 materials; (c) California Revenue and Taxation Code section 6006 et seq. and related regulations,
13 requiring a seller's permit for businesses selling tangible personal property such as parts and
14 accessories subject to sales tax; (d) California Vehicle Code section 11700 et seq., requiring a
15 dealer license from the Department of Motor Vehicles for the sale of vehicles, including
16 motorcycles; and (e) Garden Grove Municipal Code Title 5, Chapters 5.07 and 5.08, requiring
17 proper issuance and maintenance of business operation tax certificates.

18 86. Plaintiffs are informed and believe and allege that Defendants failed to comply with
19 these statutory and regulatory requirements by operating without proper hazardous materials
20 disclosures, failing to submit or maintain required Hazardous Materials Business Plans, operating
21 without appropriate business licensing, failing to comply with City and State tax and licensing
22 statutes, and failing to comply with safety obligations intended to protect the public and consumers.

23 87. These statutes and regulations were designed, in part, to protect consumers, customers,
24 and members of the public from unsafe, unlawful, or deceptive business practices. Defendants'
25 violations of the statutes and regulations identified above constitute a breach of duty under the
26 doctrine of negligence per se, as codified in Evidence Code section 669. Defendants' unlawful
27 operations created foreseeable risks of harm to consumers, including improper repair or handling of
28 motorcycles and resulting property damage.

1 88. As a direct and proximate result of Defendants' statutory violations, Plaintiffs and Class
2 Members suffered harm, including property damage, loss of use, and economic losses relating to
3 diagnostic work, corrective repairs, and transportation expenses. Plaintiffs and Class Members are
4 within the class of persons these statutes were designed to protect, and their injuries are of the
5 nature the statutes were intended to prevent, and they are entitled to recover damages according to
6 proof.

7 **XI. PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiffs AARON ROSS and JACOB REINBOLD, individually and on behalf of
9 all others similarly situated, pray for judgment against Defendants, jointly and severally, as follows:

10 1. An order certifying this action as a class action pursuant to Code of Civil Procedure
11 section 382;

12 2. An order appointing Plaintiffs as Class Representatives and appointing Plaintiffs' counsel
13 as Class Counsel;

14 3. For actual, statutory, and consequential damages available under the Consumers Legal
15 Remedies Act and other applicable law, according to proof;

16 4. For punitive or exemplary damages as permitted by law, including those available for
17 fraud under Civil Code section 3294, only as to causes of action that allow such relief;

18 5. For compensatory damages for property damage, loss of use, out-of-pocket expenses, and
19 all other legally recoverable economic losses, according to proof;

20 6. For restitution to Plaintiffs and Class Members of all amounts wrongfully obtained by
21 Defendants, to the extent permitted by law, and disgorgement of all illicit profits;

22 7. For pre-judgment and post-judgment interest at the legal rate;

23 8. For reasonable attorneys' fees and litigation costs pursuant to Civil Code section 1780(e),
24 Code of Civil Procedure section 1021.5, and other authority;

25 9. For costs of suit;

26 10. For preliminary and permanent injunctive relief requiring Defendants to cease unlawful,
27 unfair, fraudulent, and misleading practices, and to implement measures to ensure future
28 compliance with California consumer-protection and business-operations laws;

1 11. For preliminary and permanent injunctive relief enjoining Defendants, their agents,
2 employees, successors, assigns, and all persons acting in concert with them from (a) operating any
3 motorcycle repair or modification business under the name "SoCal Superbikes," "Finito
4 Motorsports," or any confusingly similar name; (b) using any of the Business Assets identified
5 above; and (c) holding themselves out to the public as the legitimate continuation of "SoCal
6 Superbikes";

7 12. For appointment of a receiver pursuant to Code of Civil Procedure section 564(b)(3) and
8 (b)(9) and Business and Professions Code section 17203 to effectuate the relief ordered above if
9 Defendants fail to comply;

10 13. Plaintiffs seek monetary, equitable, and injunctive relief as permitted by law, without
11 double recovery, and reserve the right to elect remedies at the appropriate stage of litigation; and

12 14. For such other and further relief as the Court deems just and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs hereby demand a trial by jury on all issues so triable in this action.

15 Respectfully Submitted,

16
17 DATED: July ___, 2026

CHAFFIN LAW GROUP PC

18 By: _____
19 Kevin D. Chaffin
20 Attorneys for AARON ROSS and
21 JACOB REINBOLD

22 DATED: July ___, 2026

SIDHU LAW, APC

23 By: _____
24 Peter Sidhu
25 Attorneys for AARON ROSS and
26 JACOB REINBOLD
27
28