

1 KENNETH H. YOON (State Bar No. 198443)
kyoon@yoonlaw.com
2 STEPHANIE E. YASUDA (State Bar No. 265480)
syasuda@yoonlaw.com
3 BRIAN G. LEE (State Bar No. 300990)
blee@yoonlaw.com
4 **YOON LAW, APC**
One Wilshire Blvd., Suite 2200
5 Los Angeles, California 90017
Telephone: (213) 612-0988
6 Facsimile: (213) 947-1211

7 Attorneys for Plaintiff Kevin Johnson

8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10 KEVIN JOHNSON, individually and on
behalf of all others similarly situated;

11 Plaintiff,

12 vs.

14 WALMART INC.,

15 Defendant.

Case No.:

11 **CLASS ACTION**
12 **COMPLAINT FOR:**

- 13 (1) **BREACH OF CONTRACT**
- 14 (2) **VIOLATION OF CLRA**
- 15 **SECTION 1770(a)(5)**
- 16 (3) **VIOLATION OF CLRA**
- 17 **SECTION 1770(a)(9)**
- 18 (4) **VIOLATION OF CLRA**
- 19 **SECTION 1770(a)(10)**
- 20 (5) **VIOLATION OF CLRA**
- 21 **SECTION 1770(a)(14)**
- 22 (6) **VIOLATION OF THE**
- 23 **CONSUMER PROTECTION**
- 24 **STATUTES OF CERTAIN**
- 25 **STATES**
- 26 (7) **VIOLATION OF DUTY OF**
- 27 **GOOD FAITH AND FAIR**
- 28 **DEALING**

DEMAND FOR JURY TRIAL

1 Plaintiff Kevin Johnson (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby submits his Complaint for damages against Defendant WALMART INC.
3 (“Defendant”) as follows:

4 **I. INTRODUCTION AND GENERAL FACTUAL ALLEGATIONS**

5 1. Plaintiff brings this action against Defendant on behalf of himself, and all
6 other United States residents that purchased lifetime tire balance and rotation services
7 from Defendant.

8 2. Defendant provides auto and tire maintenance services at their 2,500-plus
9 Auto Care Centers across the nation.

10 3. In July 2018, Plaintiff purchased lifetime tire balance and rotation services
11 offered by Defendant. The purchased “lifetime” balancing and rotation policy promised
12 tire rotation and balance services every 7,500 miles for the life of the qualified tires.

13 4. Seeking to utilize the lifetime tire rotation and balancing services he
14 purchased, Plaintiff attempted to have his tires rotated and balanced at Defendant’s Auto
15 Care Centers. Instead, Defendant’s Auto Care Centers were voluntarily shuttered, and he
16 was refused service at multiple store locations.

17 5. Based on information and belief, Defendant chose to shut down its Auto Care
18 Centers across the nation in or around March 2020, and has failed to perform the promised
19 services included in the lifetime tire balancing and rotation policy.

20 6. When purchasing the lifetime tire balancing and rotation policy, Plaintiff
21 relied on Defendant’s misrepresentation that the lifetime tire policy would continue
22 through the life of the qualified tires. By virtue of its failure and/or refusal to perform
23 under the terms of the policy, Defendant’s representations were false and misleading.

24 7. Defendant’s failure to perform under the terms of the purchased policy, and
25 its false representations, marketing and advertising to that effect, constitute violations of
26 state law. Plaintiff therefore brings claims for breach of contract, California’s Consumers
27 Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*, hereinafter “CLRA”), similar state
28 laws of all other states, and violation of the duty of good faith and fair dealing.

1 Accordingly, Plaintiff, on behalf of himself and those similarly situated, seeks all relief to
2 which they are entitled, including equitable relief, a refund of all moneys Defendant
3 acquired by means of its unlawful conduct, statutory damages, actual damages, treble
4 damages, punitive damages, reasonable attorneys' fees, filing fees, and reasonable costs.

5 **II. JURISDICTION**

6 8. This Court has jurisdiction over all causes of action herein pursuant to 28
7 U.S.C. § 1332(d)(2). Walmart, Inc. is incorporated in Delaware and its principal place of
8 business is located in Bentonville, Arkansas. Plaintiff is a resident of California. This suit
9 is brought as a class action, the matter in controversy exceeds \$5,000,000, and members
10 of the purported class of plaintiffs are from a different state than Defendant.

11 **III. VENUE**

12 9. Venue in this District is proper pursuant to 28. U.S.C. § 1391(a) because
13 many of the wrongful acts, events, and transactions that form the basis of this complaint
14 took place within the district. The named plaintiff resides in this District, and Defendant
15 refused to provide purchased services in this District.

16 **IV. PARTIES**

17 **Plaintiff**

18 10. Plaintiff Kevin Johnson is a current resident and citizen of California. In July
19 2018, Plaintiff purchased the lifetime tire balance and rotation policy from Defendant.

20 **Defendant**

21 11. Plaintiff is informed and believes and thereon allege that Defendant
22 WALMART INC. is a Delaware Corporation authorized to and doing business in
23 California, within this judicial district. Defendant operates more than 5,000 retail stores
24 and more than 2,500 Auto Care Centers across the United States.

25 **V. CLASS ACTION ALLEGATIONS**

26 12. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
27 alleged herein.

28 13. Plaintiff brings this action on behalf of himself and all others similarly

1 situated as a class action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal
2 Rules of Civil Procedure.

3 14. **Nationwide Class:**

4 All United States residents who purchased lifetime tire
5 balance and rotation services from Defendant.

6 15. Plaintiffs also seeks to represent the following subclass:

7 **California Subclass:**

8 All California residents who purchased lifetime tire
9 balance and rotation services from Defendant.

10 16. The Nationwide Class and the California Subclass are collectively referred to
11 as the “Class.”

12 17. Plaintiffs reserve the right to amend or modify the class and subclass
13 descriptions with greater specificity or further division into subclasses or limitation to
14 particular issues as appropriate.

15 18. Plaintiff, as the Class Representative, is a member of the class and subclass
16 that he seeks to represent.

17 19. **Numerosity:** The potential members of the Class as defined are so numerous
18 that a joinder of all Represented Employees is impracticable. Although the exact number
19 is currently unknown to Plaintiff, this information Plaintiff is informed and believes the
20 Class consists of at least hundreds, if not thousands of consumers, and the disposition of
21 Plaintiff’s and the other Class members’ claims in a class action will provide substantial
22 benefits to the parties and the Court, as they will promote the orderly and expeditious
23 administration and adjudication of the Class members’ claims, foster economics of time,
24 effort, and resources, and ensure uniformity of decisions. Furthermore, the Class is
25 ascertainable because it consists of a definable class of individuals who purchased and
26 own the lifetime tire balance and rotation services policy, the identities and addresses of
27 whom can be ascertained readily from business records maintained by Defendant. And,
28 there is a well-defined community of interest in the questions of law or fact alleged

1 because each Class member was similarly harmed by Defendant's uniform refusal to
2 provide tire balance and rotation services.

3 20. **Commonality:** This case arises from Defendant's uniform refusal to honor
4 the lifetime tire balancing and rotation services it sold to consumers across the nation.
5 Defendant's conduct and shuttering of its tire services has affected all affected consumers
6 of the Class similarly. Thus, the central questions of fact and law in this case are common
7 to the Class as a whole under Rule 23(a)(2), and the requested relief will depend on
8 questions of law that apply in the same manner to each member of the Class. The common
9 questions of law or fact include, but are not limited to, the following:

10 i. Whether Defendant breached its lifetime tire balancing and rotation
11 policy when it chose to shutter its Auto Care Centers nationwide in or around March
12 2020;

13 ii. Whether Defendant breached its lifetime tire balancing and rotation
14 policy by refusing to provide any tire services nationwide since on or around March 2020;

15 iii. Whether Defendant broke its promise to Class members to provide tire
16 balancing and rotation services every 7,500 miles for the life of qualified tires;

17 iv. Whether Defendant breached obligations of good faith and fair dealing
18 owed to Plaintiffs and members of the California Subclass;

19 v. Whether Defendant violated the California Consumer Legal Remedies
20 Act Section 1770, *et seq.*; and

21 vi. Whether Defendant violated the consumer protection laws of all other
22 states in which it sold the lifetime tire balancing and rotation policy.

23 21. **Typicality:** The claims asserted by Plaintiff is typical of the Class because
24 Plaintiff purchased and owns the lifetime tire balancing and rotation policy that Defendant
25 has refused to honor by uniformly failing to perform. Thus, each Class member was
26 wronged by the same offending conduct and non-performance, and proof of Plaintiff's
27 claims will similarly prove the claims of absent members of the Class.

28 22. **Adequacy of Representation:** Plaintiffs will fairly and adequately protect

1 the interests of the Class because his claims are common to the Class, and proof of those
2 claims will prove the claims of absent Class members. Plaintiff's interests are in harmony
3 with, not adverse to, the interests of the other Class members. Plaintiff intends to pursue
4 this litigation vigorously, and his counsel are competent and experienced in complex civil
5 litigation, including class actions.

6 23. **Superiority of Class Action:** Class certification is appropriate under Rule
7 23(b)(3) because common questions of law and fact predominate over individual
8 questions and a class action is a superior vehicle for the fair and efficient adjudication of
9 Defendant's conduct. Individual joinder of all Represented Employees is not practicable,
10 and questions of law and fact common to the Class predominate over any questions
11 affecting only individual members of the Class. This action predominately concerns
12 Defendant's actions, namely Defendant's unilateral and uniform decision to cease services
13 properly purchased by Plaintiff and the Class. Defendant's conduct toward Plaintiff and
14 each Class member was the same in this regard. Each Represented Employee has been
15 damaged and is entitled to recovery by reason of Defendant's breach of its policy as set
16 forth above. Class action treatment will allow those similarly situated persons to litigate
17 their claims in the manner that is most efficient and economical for the parties and the
18 judicial system.

19 24. The nature of this action and the format of laws available to Plaintiffs and
20 members of the Class identified herein make the class action format a particularly efficient
21 and appropriate procedure to redress the wrongs alleged herein. If each employee were
22 required to file an individual lawsuit, the corporate Defendant would necessarily gain an
23 unconscionable advantage since it would be able to exploit and overwhelm the limited
24 resources of each individual plaintiff with their vastly superior financial and legal
25 resources. Requiring each Class member to pursue an individual remedy would also
26 discourage the assertion of lawful claims by employees who would be disinclined to file
27 an action against their former and/or current employer for real and justifiable fear of
28 retaliation and permanent damage to their careers at subsequent employment.

1 25. The prosecution of separate actions by the individual Class members, even if
2 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
3 respect to individual Class members against the Defendant and which would establish
4 potentially incompatible standards of conduct for the Defendant, and/or (b) adjudications
5 with respect to individual Class members which would, as a practical matter, be
6 dispositive of the interest of the other Class members not parties to the adjudications or
7 which would substantially impair or impede the ability of the Class members to protect
8 their interests. Further, the claims of the individual members of the Class are not
9 sufficiently large to warrant vigorous individual prosecution considering all of the
10 concomitant costs and expenses.

11 26. Proof of a common business practice or factual pattern, which the named
12 Plaintiffs experienced and is representative of, will establish the right of each Class
13 member to recovery on the causes of action alleged herein.

14 27. The Class is commonly entitled to a specific fund with respect to the
15 compensation illegally and unfairly retained by Defendant. This action is brought for the
16 benefit of the entirety of the Class and will result in the creation of a common fund.

17 **FIRST CLAIM FOR RELIEF**
18 **BREACH OF CONTRACT**
19 **(On behalf of the Class against Defendant)**

20 28. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
21 alleged herein.

22 29. Plaintiff and members of the Class entered into a contract with Defendant
23 when they purchased Defendant’s lifetime tire balancing and rotation service policy.

24 30. Defendant owed duties and obligations to Plaintiff and members of the Class
25 under the policy, including the duty to provide the promised tire balancing and rotation
26 services for the lifetime of qualified tires.

27 31. Defendant materially breached the terms and provisions of the policy by
28 failing to provide the promised services to consumers of the lifetime tire rebalancing and

1 rotation policy.

2 32. As a direct and proximate result of Defendant's nonperformance, Plaintiff
3 and the Class members have been damaged in an amount to be determined at trial.
4 Plaintiff's and the Class members' damages include, but are not limited to: amounts paid
5 to Defendant for the promised services, the loss of the value in their tires, and damages
6 suffered from purchasing replacement tires or tire services elsewhere.

7 33. Wherefore, Plaintiff demands relief in accordance with the Prayer for Relief
8 set forth below, which is incorporated herein by this reference.

9 **SECOND CLAIM FOR RELIEF**
10 **VIOLATION OF CLRA SECTION 1770(a)(5)**
11 **(On behalf of the California Subclass Against Defendant)**

12 34. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
13 alleged herein.

14 35. Under section 1770(a)(5) of the CLRA, it is unlawful to represent that goods
15 or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
16 quantities that they do not have or that a person has a sponsorship, approval, status,
17 affiliation, or connection that the person does not have.

18 36. As set forth above, Defendant represented to Plaintiff and members of the
19 California Subclass who purchased the lifetime tire balancing and rotation policy that
20 Defendant would rotate and balance tires for every 7,500 miles for the life of the tires.

21 37. Defendant publicly made these representations on its website, and uniformly
22 to Plaintiff and the members of the California Subclass, who then reasonably relied on
23 those representations when they purchased the lifetime tire balancing and rotation policy.

24 38. Defendant's representations were untrue. In fact, on information and belief,
25 Defendant has failed to provide tire balancing and rotation services across the nation since
26 at least March 2020.

27 39. To their detriment, Plaintiff and members of the California Subclass relied
28 upon Defendant's misrepresentations and advertisements regarding the services offered,

1 and Defendant's false statements were the immediate cause of Plaintiff's purchase of the
2 lifetime tire balancing and rotation policy.

3 40. Accordingly, Plaintiff and other California Subclass members have suffered
4 injury in fact and have lost money, value, or property as a result of Defendant's untrue
5 representations.

6 41. Based on the foregoing facts, Defendant's practices violated section
7 1770(a)(5) of the CLRA, and Plaintiffs and the other California Subclass members are
8 entitled to an order enjoining the above-described wrongful acts and practices pursuant to
9 section 1780(a)(2) of the CLRA. In addition, Plaintiff and the other California Subclass
10 members are entitled to the payment of costs and attorneys' fees and any other relief
11 deemed appropriate by the Court under section 1780(d) of the CLRA and section 1021.5
12 of California's Civil Procedure Code.

13 42. In compliance with the provisions of section 1782 of the CLRA, and in
14 conjunction with the filing of this action, while the Complaint is an appropriate notice of
15 violation, Plaintiff and the California Subclass members will notify Defendant in writing
16 of their particular violations of the CLRA, and demand that Defendant rectify the actions
17 described therein and give notice to all affected consumers of its intent to do so. Plaintiffs
18 and the California Subclass members will send this notice to Defendant by certified mail,
19 return receipt requested, at the address of Defendant's authorized agent or principal place
20 of business in the State of California.

21 43. If Defendant fails, within thirty (30) days after receipt of the section 1782
22 notice and demand, to adequately respond to Plaintiff's and the California Subclass
23 members demand to rectify the wrongful conduct described above with respect to all Class
24 members, Plaintiffs and the California Subclass members reserve their right to amend the
25 Complaint to seek: (1) actual and punitive damages for violations of the CLRA as
26 provided for under sections 1780(a) and 1782(d) of the CLRA; and (2) payment of
27 restitution to Plaintiff and the other California Subclass members pursuant to section
28 1780(a)(3).

THIRD CLAIM FOR RELIEF
VIOLATION OF CLRA SECTION 1770(a)(9)
(On behalf of the California Subclass Against Defendant)

1
2
3 44. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
4 alleged herein.

5 45. Under section 1770(a)(9) of the CLRA, it is unlawful to advertise goods or
6 services with intent not to sell them as advertised.

7 46. As set forth above, Defendant represented to Plaintiff and members of the
8 California Subclass who purchased the lifetime tire balancing and rotation policy that
9 Defendant would rotate and balance tires for every 7,500 miles for the life of the tires.

10 47. Defendant publicly made these representations on its website, and uniformly
11 to Plaintiff and the members of the California Subclass, who then reasonably relied on
12 those representations when they purchased the lifetime tire balancing and rotation policy.

13 48. Defendant's representations were untrue. In fact, on information and belief,
14 Defendant has failed to provide tire balancing and rotation services across the nation since
15 at least March 2020.

16 49. To their detriment, Plaintiff and members of the California Subclass relied
17 upon Defendant's misrepresentations and advertisements regarding the services offered,
18 and Defendant's false statements were the immediate cause of Plaintiff's purchase of the
19 lifetime tire balancing and rotation policy.

20 50. Accordingly, Plaintiff and other California Subclass members have suffered
21 injury in fact and have lost money, value, or property as a result of Defendant's untrue
22 representations.

23 51. Based on the foregoing facts, Defendant's practices violated section
24 1770(a)(9) of the CLRA, and Plaintiffs and the other California Subclass members are
25 entitled to an order enjoining the above-described wrongful acts and practices pursuant to
26 section 1780(a)(2) of the CLRA. In addition, Plaintiff and the other California Subclass
27 members are entitled to the payment of costs and attorneys' fees and any other relief
28

1 deemed appropriate by the Court under section 1780(d) of the CLRA and section 1021.5
2 of California's Civil Procedure Code.

3 52. In compliance with the provisions of section 1782 of the CLRA, and in
4 conjunction with the filing of this action, while the Complaint is an appropriate notice of
5 violation, Plaintiff and the California Subclass members will notify Defendant in writing
6 of their particular violations of the CLRA, and demand that Defendant rectify the actions
7 described therein and give notice to all affected consumers of its intent to do so. Plaintiffs
8 and the California Subclass members will send this notice to Defendant by certified mail,
9 return receipt requested, at the address of Defendant's authorized agent or principal place
10 of business in the State of California.

11 53. If Defendant fails, within thirty (30) days after receipt of the section 1782
12 notice and demand, to adequately respond to Plaintiff's and the California Subclass
13 members demand to rectify the wrongful conduct described above with respect to all Class
14 members, Plaintiffs and the California Subclass members reserve their right to amend the
15 Complaint to seek: (1) actual and punitive damages for violations of the CLRA as
16 provided for under sections 1780(a) and 1782(d) of the CLRA; and (2) payment of
17 restitution to Plaintiff and the other California Subclass members pursuant to section
18 1780(a)(3).

19 **FOURTH CLAIM FOR RELIEF**
20 **VIOLATION OF CLRA SECTION 1770(a)(10)**
21 **(On behalf of the California Subclass Against Defendant)**

22 54. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
23 alleged herein.

24 55. Under section 1770(a)(10) of the CLRA, it is unlawful to advertise goods or
25 services with intent not to supply reasonably expectable demand, unless the advertisement
26 discloses a limitation of quantity.

27 56. As set forth above, Defendant represented to Plaintiff and members of the
28 California Subclass who purchased the lifetime tire balancing and rotation policy that
Defendant would rotate and balance tires for every 7,500 miles for the life of the tires.

1 57. Defendant publicly made these representations on its website, and uniformly
2 to Plaintiff and the members of the California Subclass, who then reasonably relied on
3 those representations when they purchased the lifetime tire balancing and rotation policy.

4 58. Defendant's representations were untrue. In fact, on information and belief,
5 Defendant has failed to provide tire balancing and rotation services across the nation since
6 at least March 2020.

7 59. To their detriment, Plaintiff and members of the California Subclass relied
8 upon Defendant's misrepresentation regarding the rights to services supposedly offered,
9 and Defendant's false statements were the immediate cause of Plaintiff's purchase of the
10 lifetime tire balancing and rotation policy.

11 60. Accordingly, Plaintiff and other California Subclass members have suffered
12 injury in fact and have lost money, value, or property as a result of Defendant's untrue
13 representations.

14 61. Based on the foregoing facts, Defendant's practices violated section
15 1770(a)(10) of the CLRA, and Plaintiffs and the other California Subclass members are
16 entitled to an order enjoining the above-described wrongful acts and practices pursuant to
17 section 1780(a)(2) of the CLRA. In addition, Plaintiff and the other California Subclass
18 members are entitled to the payment of costs and attorneys' fees and any other relief
19 deemed appropriate by the Court under section 1780(d) of the CLRA and section 1021.5
20 of California's Civil Procedure Code.

21 62. In compliance with the provisions of section 1782 of the CLRA, and in
22 conjunction with the filing of this action, while the Complaint is an appropriate notice of
23 violation, Plaintiff and the California Subclass members will notify Defendant in writing
24 of their particular violations of the CLRA, and demand that Defendant rectify the actions
25 described therein and give notice to all affected consumers of its intent to do so. Plaintiffs
26 and the California Subclass members will send this notice to Defendant by certified mail,
27 return receipt requested, at the address of Defendant's authorized agent or principal place
28 of business in the State of California.

1 63. If Defendant fails, within thirty (30) days after receipt of the section 1782
2 notice and demand, to adequately respond to Plaintiff's and the California Subclass
3 members demand to rectify the wrongful conduct described above with respect to all Class
4 members, Plaintiffs and the California Subclass members reserve their right to amend the
5 Complaint to seek: (1) actual and punitive damages for violations of the CLRA as
6 provided for under sections 1780(a) and 1782(d) of the CLRA; and (2) payment of
7 restitution to Plaintiff and the other California Subclass members pursuant to section
8 1780(a)(3).

9 **FIFTH CLAIM FOR RELIEF**
10 **VIOLATION OF CLRA SECTION 1770(a)(14)**
11 **(On behalf of the California Subclass Against Defendant)**

12 64. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
13 alleged herein.

14 65. Under section 1770(a)(14) of the CLRA, it is unlawful to represent that a
15 transaction confers or involves rights, remedies, or obligations that it does not have or
16 involve, or that are prohibited by law.

17 66. As set forth above, Defendant represented to Plaintiff and members of the
18 California Subclass who purchased the lifetime tire balancing and rotation policy that
19 Defendant would rotate and balance tires for every 7,500 miles for the life of the tires.

20 67. Defendant publicly made these representations on its website, and uniformly
21 to Plaintiff and the members of the California Subclass, who then reasonably relied on
22 those representations when they purchased the lifetime tire balancing and rotation policy.

23 68. Defendant's representations were untrue. In fact, on information and belief,
24 Defendant has failed to provide tire balancing and rotation services across the nation since
25 at least March 2020.

26 69. To their detriment, Plaintiff and members of the California Subclass relied
27 upon Defendant's misrepresentation regarding the rights to services supposedly offered,
28 and Defendant's false statements were the immediate cause of Plaintiff's purchase of the
lifetime tire balancing and rotation policy.

1 70. Accordingly, Plaintiff and other California Subclass members have suffered
2 injury in fact and have lost money, value, or property as a result of Defendant's untrue
3 representations.

4 71. Based on the foregoing facts, Defendant's practices violated section
5 1770(a)(14) of the CLRA, and Plaintiffs and the other California Subclass members are
6 entitled to an order enjoining the above-described wrongful acts and practices pursuant to
7 section 1780(a)(2) of the CLRA. In addition, Plaintiff and the other California Subclass
8 members are entitled to the payment of costs and attorneys' fees and any other relief
9 deemed appropriate by the Court under section 1780(d) of the CLRA and section 1021.5
10 of California's Civil Procedure Code.

11 72. In compliance with the provisions of section 1782 of the CLRA, and in
12 conjunction with the filing of this action, while the Complaint is an appropriate notice of
13 violation, Plaintiff and the California Subclass members will notify Defendant in writing
14 of their particular violations of the CLRA, and demand that Defendant rectify the actions
15 described therein and give notice to all affected consumers of its intent to do so. Plaintiffs
16 and the California Subclass members will send this notice to Defendant by certified mail,
17 return receipt requested, at the address of Defendant's authorized agent or principal place
18 of business in the State of California.

19 73. If Defendant fails, within thirty (30) days after receipt of the section 1782
20 notice and demand, to adequately respond to Plaintiff's and the California Subclass
21 members demand to rectify the wrongful conduct described above with respect to all Class
22 members, Plaintiffs and the California Subclass members reserve their right to amend the
23 Complaint to seek: (1) actual and punitive damages for violations of the CLRA as
24 provided for under sections 1780(a) and 1782(d) of the CLRA; and (2) payment of
25 restitution to Plaintiff and the other California Subclass members pursuant to section
26 1780(a)(3).

SIXTH CLAIM FOR RELIEF
VIOLATION OF THE CONSUMER PROTECTION
STATUTES OF CERTAIN STATES
(On behalf of the Class against Defendant)

1
2
3
4 74. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
5 alleged herein.

6 75. As set forth above, Defendant represented to Plaintiff and members of the
7 California Subclass who purchased the lifetime tire balancing and rotation policy that
8 Defendant would rotate and balance tires for every 7,500 miles for the life of the tires.

9 76. Defendant publicly made these representations on its website, and uniformly
10 to Plaintiff and the members of the Class, who then reasonably relied on those
11 representations when they purchased the lifetime tire balancing and rotation policy.

12 77. Defendant's representations were untrue. In fact, on information and belief,
13 Defendant has failed to provide tire balancing and rotation services across the nation since
14 at least March 2020.

15 78. Accordingly, Plaintiff and other Class members have suffered injury in fact
16 and have lost money, value, or property as a result of Defendant's untrue representations.

17 79. Defendant's actions as described above constitute unfair competition or trade
18 or unfair, unconscionable, deceptive, or fraudulent acts or practices in violation of the
19 consumer protection and unfair trade practices laws of each of the states in which
20 Defendant sold the lifetime tire balancing and rotation policy. These states have adopted
21 statutes that contain substantially the same or similar statutory provisions and schemes to
22 prohibit deceptive and unfair practices and to protect consumers, and to allow private
23 rights of action under such statutes.

24 80. Plaintiff and the other Class members have suffered damages and/or are
25 entitled to the statutory remedies made available by the comparable consumer protection
26 and unfair trade practices laws of each state in which Defendant sold the lifetime tire
27 balancing and rotation policy. Plaintiff also is entitled to injunctive and equitable relief,
28 punitive damages, and other penalties as provided by those laws.

1 81. Wherefore, Plaintiff demands relief in accordance with the Prayer for Relief
2 set forth below, which is incorporated herein by this reference.

3 **SEVENTH CLAIM FOR RELIEF**
4 **VIOLATION OF DUTY OF GOOD FAITH AND FAIR DEALING**
5 **(On behalf of the California Subclass Against Defendant)**

6 82. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
7 alleged herein.

8 83. Plaintiffs and members of the California Subclass purchased the tire
9 balancing and rotation policies in the reasonable expectation that the policy and plan
10 would, in fact, provide tire rotation and balancing services for every 7,500 miles for the
11 life of the qualified tires.

12 84. Plaintiffs and members of the California Subclass also purchased their
13 policies with the reasonable expectation that Defendant would deal with them fairly,
14 equitably, in good faith, and in full conformity with the expressed and implied terms of
15 the policy/plan. This expectation was brought about and intended by Defendant as a result
16 of the language of the policy, and the express representations by the respective employees,
17 agents, and representatives of Defendant.

18 85. Defendant has materially breached their duty of good faith and fair dealing
19 owed to Plaintiff and members of the California Subclass by altogether failing to provide
20 the promised tire balancing and rotation services across the nation since at least March
21 2020.

22 86. As a direct and proximate result of Defendant's conduct, Plaintiff and the
23 California Subclass have been damaged in an amount to be determined at trial. Plaintiff
24 and the California Subclass' damages include, but are not limited to, amounts paid to
25 Defendant for the promised services, the loss of the value in their tires, and damages
26 suffered from purchasing replacement tires or tire services elsewhere.

27 87. Wherefore, Plaintiff demands relief in accordance with the Prayer for Relief
28 set forth below, which is incorporated herein by this reference.

1 **VI. PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself, and all others similarly situated,
3 respectfully request that this Court:

- 4 1. Certify the Class as defined in this Complaint;
 - 5 2. Certify the Subclass as defined in this Complaint
 - 6 3. Order Defendant to notify each and every member of the Class and Subclass
7 of the pendency of the claims in this action in order to give such persons an opportunity to
8 seek relief;
 - 9 4. Enjoin Defendant from engaging in conduct that violates its advertised
10 lifetime tire balancing and rotation policy and the California Legal Remedies Act;
 - 11 5. Enter a judgment in favor of Plaintiff and the Class on all Counts;
 - 12 6. Award compensatory damages to Plaintiffs and the Class;
 - 13 7. Award Plaintiffs and the Class actual damages under applicable law;
 - 14 8. Award Plaintiffs and the Class a refund of all money Defendant acquired by
15 means of its unlawful conduct;
 - 16 9. Award Plaintiffs and the Class treble damages under applicable law;
 - 17 10. Award Plaintiffs and the Class restitution and/or rescission;
 - 18 11. Award Plaintiffs and the Class punitive damages under applicable law;
 - 19 12. Create a common fund comprised of all damages to Class members;
 - 20 13. Award Class counsel attorneys' fees pursuant to applicable law and the
21 Common Fund Doctrine;
 - 22 14. Award Plaintiffs and the Class interest as prescribed by law;
 - 23 15. Award Plaintiffs and the Class the costs of this suit; and
 - 24 16. Award Plaintiffs and the Class such other relief as this Court may deem to be
25 just, proper, and equitable.
- 26
27
28

DEMAND FOR JURY TRIAL

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial as to the Causes of Action pled herein.

Dated: September 23, 2020

YOON LAW, APC

/s/ Kenneth H. Yoon

Kenneth H. Yoon

Stephanie E. Yasuda

Brian G. Lee

Attorneys for Plaintiff

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

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

KEVIN JOHNSON

(b) County of Residence of First Listed Plaintiff Kern (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Kenneth H. Yoon, Brian G. Lee Yoon Law, APC, One Wilshire Blvd., Suite 2200, Los Angeles, CA 90017 Tel: 213-612-0988

DEFENDANTS

WALMART, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)(2)

Brief description of cause: Jurisdiction under the Class Action Fairness Act (CAFA)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00+ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 09/23/2020 SIGNATURE OF ATTORNEY OF RECORD /s/ Kenneth H. Yoon

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE