

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

REGINALD LAMPKIN and MEGAN  
BROWN, on behalf of themselves and all  
others similarly situated,

CASE NO: 1:17-cv-01044

Plaintiffs,

CLASS ACTION

v.

DEMAND FOR JURY TRIAL

ELECTROLUX HOME PRODUCTS, INC.,

Defendant.

---

**CLASS ACTION COMPLAINT**

Plaintiffs Megan Brown and Reginald Lampkin (“Plaintiffs”), through their attorneys, and on behalf of themselves and all others similarly situated, allege the following facts and claims upon personal knowledge as to matters relating to their claims, and as to all other matters upon information and belief, as follows:

**NATURE OF THE CASE**

1. Plaintiffs bring this class action individually and on behalf of the Classes defined herein against Electrolux Home Products, Inc. (“Electrolux” or “Defendant”), to obtain, inter alia, damages and declaratory and injunctive relief for the proposed Classes, as defined below.

2. As alleged and explained more fully below, this action is brought to remedy violations of applicable law in connection with Electrolux’s marketing, advertising, sale, and servicing of certain models of its front-loading automatic washing machines (“Washing Machines” or “Machines”), under brand names including but not limited to Electrolux, Frigidaire, and Kenmore. Electrolux has knowingly concealed material facts regarding the Washing Machines, including serious design defects that cause the Washing Machines to (a)

accumulate mold and mildew (also known as “biofilm”<sup>1</sup>) within the Washing Machines, (b) produce a mold or mildew odor that can permeate a consumer’s home, (c) produce a mold or mildew odor on clothes washed in the Machines, and (d) be unusable in the manner, to the extent and for the purpose for which the Washing Machines were advertised, marketed and sold as a result of the mold and mildew accumulation and odor problems described above.

3. The Washing Machines are defective in several respects that cause them to accumulate mold and mildew. These defects include without limitation: (a) the failure of the Washing Machines to drain properly and to eliminate moisture following wash cycles; (b) the failure of the Washing Machines to rinse away and remove dirt, detergent, fabric softeners and oils that accumulate and contribute to the formation of mold and mildew; (c) the failure of the Washing Machines to prevent the accumulation of residues that contribute to the formation of mold and mildew; (d) the failure of the Washing Machines to clean themselves in a manner necessary for the proper functioning of the Machines for the purpose for which they are intended; and (e) the failure of the Washing Machines to have features allowing consumers to adequately clean and service the Machines where dirt, detergent, fabric softeners, oils, molds, and mildews can develop.

4. The mold and mildew problems in the Washing Machines create a genuine nuisance. In addition to being unsightly and noxious, mold and mildew on the inside of a washing machine can damage clothes and other items. Furthermore, the development of mold and mildew in a consumer’s washing machine can lead to a host of health problems, including

---

<sup>1</sup> Biofilm is defined as “a thin usually resistant layer of microorganisms (as bacteria) that form on and coat various surfaces.” See Merriam-Webster, Definition of “Biofilm,” <http://www.merriam-webster.com/dictionary/biofilm>.

allergies and complications due to asthma. Needless to say, the mold and mildew problems also substantially decrease the value of these Washing Machines.

5. Upon information and belief, Electrolux knew and was aware, prior to marketing and selling the Washing Machines, that the Machines were inherently defective in that they were substantially likely to cease working in the manner that they were intended to perform during their useful life with normal use. Electrolux was in the exclusive possession of this information, which was material to Plaintiffs and class members, and Electrolux had a duty, under all circumstances, to disclose the defect to Plaintiffs and class members. Nevertheless, Electrolux has failed and refused to warn its customers of the serious common defects inherent in the Washing Machines or to warn its customers of the common problems that they will likely encounter when the Machines begin to accumulate mold as a result of the Machines' defects.

6. Electrolux also has refused, and continues to refuse, to provide a remedy to consumers. Instead, only upon receipt of complaints (and after a consumer's purchase), Electrolux instructs consumers that they must wipe the inside steel basket of their Machines after each wash cycle to avoid mold and mildew problems, purchase cleaning agents, which mask the odor of the biofilm, and to leave the Machines' doors open when not in use. However, leaving a Machine's door open is unsafe, as Electrolux explicitly warns consumers *not* to leave the machine door open around small children.

7. As a result of the design defects that afflict the Washing Machines, Plaintiffs and other class members have overpaid for the Machines because the value of the Machines was diminished at the time they were sold to consumers. In addition, consumers would not have purchased the Washing Machines had Electrolux informed them of the common defects at the time of sale. Plaintiffs and the class members have consequently suffered economic damages.

8. In addition, as a result of the mold or mildew odor that permeates many clothes and other items that are placed in the Machines, consumers have been forced to replace clothes, towels and other items that have been damaged by the defects in these Washing Machines.

9. Electrolux has profited, directly or indirectly, by concealing the nature of the defects because, by misrepresenting or concealing its knowledge regarding the defects at issue and the cause of the problems associated with the defects to consumers, Electrolux has been able to convince a large number of consumers to purchase the Washing Machines and to pay Electrolux, or its authorized service representatives (from which Electrolux earns a profit), to address the problems arising from the known defects.

10. Electrolux's actions in selling the Washing Machines without disclosing common material defects, and in failing to issue a recall or otherwise promptly taking appropriate corrective action to repair and/or replace the Washing Machines with this known defect were negligent, reckless, in violation of Washington and Illinois state laws, and were in breach of its statutory and common law duties, and express and implied warranties to its customers. Those actions were a proximate cause of injury to Plaintiffs and the class members.

11. Plaintiffs seek actual and/or compensatory damages, as well as equitable relief, including the replacement and/or recall of the defective Washing Machines, costs and expenses of litigation, reasonable attorneys' fees, and all other expenses permitted by applicable law, and declaratory relief via a court order that these machines are defective and unfit for use.

#### **JURISDICTION AND VENUE**

12. Venue and jurisdiction are proper within this Court, as the matters in dispute are in excess of the requisite jurisdictional amount, and Electrolux engages in substantial business within this district, including the sale and distribution of the Washing Machines from distribution centers located in this district to consumers who are in the class sought to be certified.

13. All conditions precedent were performed by Plaintiffs, have occurred, or were waived by Electrolux.

## **PARTIES**

### **The Plaintiffs**

14. Plaintiff Megan Brown (“Plaintiff Brown”) is a resident and citizen of the state of Washington. In or around February 2013, Plaintiff Brown purchased an Electrolux-manufactured Frigidaire Washing Machine, Model Number FAFW380ILW3 for approximately \$585 from DeWaard and Bode in Bellingham, Washington. Within a year of her purchase of the Washing Machine, Plaintiff Brown began to notice a noxious odor coming from her laundry room, but did not realize that the odor was caused by biofilm developing in the Machine at the time. Plaintiff Brown also noticed that slimy mold and mildew had formed on and around the rubber gasket of the Machine. Plaintiff Brown also discovered mold and mildew around the areas that the rubber gasket attaches to. Plaintiff Brown attempted to clean her Washing Machine with bleach and water, but the mold and mildew accumulation continued and began to spread.

15. Plaintiff Brown contacted Electrolux to complain about the mold and mildew issues with her Washing Machine. The Electrolux representative informed Plaintiff Brown that her Washing Machine was out of warranty and that, to solve the problem, Plaintiff Brown should leave the door of the machine open to prevent any biofilm formation and to wipe down the gasket after each wash cycle. Plaintiff Brown consistently followed Electrolux’s instructions, but none of the solutions proposed by Electrolux have solved the problem, which is caused by the Machine’s inherently defective design.

16. Electrolux's solution has not solved anything. Although Electrolux informed Plaintiff Brown that wiping down the gasket and leaving the door of the Machine open would prevent biofilm build-up, that is not the case—Plaintiff Brown's Machine continued to accumulate mold, mildew, and biofilm despite following Electrolux's instructions.

17. Plaintiff Reginald Lampkin ("Plaintiff Lampkin") is a resident and citizen of Romeoville, Illinois. In or around March 2013, Plaintiff Lampkin purchased an Electrolux-branded Washing Machine, Model Number EIFLS60LSS in a package deal for approximately \$2,532 from Grant's Appliances in Naperville, Illinois. Within a year after purchase, Plaintiff Lampkin began to notice a noxious odor permeating his freshly washed clothing. In fact, the odor emitting from his clothing was so strong that other people began to notice the rank smell. Thereafter, Plaintiff Lampkin began investigating the source and discovered mold and mildew under the rubber gasket in his Washing Machine. Plaintiff researched the mold and mildew issue on the Internet and found some cleaning suggestions, including use of the product Affresh, washing with bleach and water, and wiping down the machine with a towel. Plaintiff Lampkin attempted each cleaning suggestion, but mold and mildew accumulation continued.

18. Plaintiff Lampkin contacted Electrolux to complain about the mold and mildew issues with his Washing Machine. The Electrolux representative informed Plaintiff Lampkin that, to solve the problem, Plaintiff Lampkin should leave the door of the Machine open to prevent any biofilm formation and to wipe down the gasket after each wash cycle. Plaintiff Lampkin consistently followed Electrolux's instructions, but none of the solutions proposed by Electrolux have solved the problem, which is caused by the Machine's inherently defective design.

19. Electrolux's solution has not solved anything. Although Electrolux informed Plaintiff Lampkin that wiping down the gasket and leaving the door of the Machine open would prevent biofilm build up, that is not the case—Plaintiff Lampkin's Machine continues to accumulate mold, mildew and biofilm despite following Electrolux's instructions.

### **The Defendant**

20. Defendant Electrolux Home Products, Inc. ("Electrolux") is a Delaware corporation with its principal place of business at 10200 David Taylor Dr., Charlotte, North Carolina 28262. Upon information and belief, at all times relevant, Electrolux was engaged in the business of designing, manufacturing, and distributing washing machines throughout the states of Washington and Illinois.

### **CLASS ACTION ALLEGATIONS**

21. Plaintiffs bring this suit as a class action on behalf of themselves and on behalf of all others similarly situated pursuant to Federal Rule of Civil Procedure 23. The Class that Plaintiff Brown seeks to represent (the "Washington Class") is defined as follows:

All persons and entities who purchased Electrolux Washing Machines primarily for personal, family, or household purposes, and not for resale, in the state of Washington.

22. The Class that Plaintiff Lampkin seeks to represent (the "Illinois Class") is defined as follows:

All persons and entities who purchased Electrolux Washing Machines primarily for personal, family, or household purposes, and not for resale, in the state of Illinois.

23. Subject to additional information obtained through further investigation and discovery, the foregoing Class definitions may be expanded or narrowed by amendment or amended complaint.

24. Specifically excluded from the Classes are the Defendant, its officers, directors, agents, its corporate parent, or entities controlled by Electrolux, and its successors or assigns, the Judge assigned to this action, and any member of the Judge's immediate family.

25. Numerosity. The members of the Classes are so numerous that joinder of all members would be impracticable. The proposed Classes include thousands of members. Although the exact number and identity of class members is not presently known, they can be identified through the review of records in Electrolux's possession, custody and control.

26. Commonality and Predominance. There are numerous questions of fact and law common to the members of the Classes that predominate over individual questions affecting any individual members, including but not limited to:

- a. whether the Washing Machines possess common defects;
- b. whether Electrolux was aware that the Washing Machines were and are defective;
- c. whether Electrolux concealed the fact that the Washing Machines were and are defective;
- d. whether Electrolux omitted and concealed material facts from its communications and disclosures to Plaintiffs and class members regarding the defects inherent in the Washing Machines;
- e. whether Electrolux was obligated to disclose that the Washing Machines suffer common defects;
- f. whether Electrolux breached its express warranties, and whether the limitations on those express warranties are unconscionable and unenforceable;
- g. whether Electrolux breached its implied warranties;



h. whether Electrolux engaged in unfair methods of competition, unconscionable acts or practices, and/or unfair or deceptive acts or practices in connection with the sale of the Washing Machines;

i. whether Electrolux has been unjustly enriched from the sale of its Washing Machines; and

j. whether Plaintiffs and members of the Classes are entitled to recover damages and, if so, the appropriate amount of those damages.

27. Electrolux's defenses, to the extent that any such defenses apply, are applicable generally to Plaintiffs and both Classes and are not distinguishable as to proposed class members.

28. Typicality. The claims of the Plaintiffs herein are typical of the claims of the class members as a whole, all of whom have sustained and/or will sustain damages, including irreparable harm, as a proximate or legal result of the common course of conduct of Electrolux as complained of in this class action complaint. The claims of the Plaintiffs are typical of the Classes they seek to represent because Electrolux subjected all class members to the same course of conduct.

29. Adequacy. Plaintiffs, on behalf of themselves and all others similarly situated, will fairly and adequately protect the interests of all members of the Classes, and have retained attorneys highly experienced in the prosecution of complex consumer class action litigation. Neither Plaintiffs nor their attorneys have any interests which are antagonistic to the Classes.

30. Superiority. A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit because individual litigation of the claims of all class members is economically unfeasible and procedurally impracticable. While the aggregate

damages sustained by the Classes are likely in the millions of dollars, the individual damages incurred by each class member resulting from Electrolux's wrongful conduct are too small to warrant the expense of individual suits. The likelihood of individual class members prosecuting separate claims is remote, and even if every class member could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases. Individual class members do not have a significant interest in individually controlling the prosecution of separate actions, and the individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual issues. Plaintiffs know of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action. A class action in this matter will avoid case management difficulties and provide multiple benefits, including efficiency, economy of scale, unitary adjudication with consistent results and equal protection of the rights of each class member, all by way of the comprehensive and efficient supervision of the litigation by a single court.

31. Further, without class certification, the prosecution of separate actions by individual members of the Classes would create a risk of inconsistent or varying adjudications with respect to individual members of the proposed Classes that would establish incompatible standards of conduct for Electrolux. Electrolux has acted or refused to act on grounds generally applicable to the Classes and, as such, final injunctive relief or corresponding declaratory relief with regard to the class members as a whole is appropriate.

32. Notice of a certified class action and of any result or resolution of the litigation can be provided to class members by first-class mail, email, or publication, or such other methods of notice as deemed appropriate by the Court.

33. Plaintiffs do not anticipate any difficulty in the management of this litigation.

### **FACTUAL ALLEGATIONS**

34. Electrolux holds itself out to the public as a manufacturer of stylish, cutting-edge, and easy-to-use home appliances, including washing machines for which it claims to be the world's largest manufacturer of front-load washers and dryers. Electrolux advertises that its "exclusive technology gets your clothes cleaner than any other washer."<sup>2</sup>

35. Electrolux has manufactured, produced, and/or distributed front load washing machines for several leading retailers in Washington and Illinois, including Lowes, Sears, Best Buy, HH Gregg, and other major retailers.

36. Electrolux manufactures thousands of washing machines each year, a substantial portion of which are sold or offered for sale in Washington and Illinois. Electrolux has sold, either directly or indirectly, hundreds of its Washing Machines in the states of Washington and Illinois.

37. In conjunction with each sale, Electrolux marketed, advertised and warranted that its Washing Machines were fit for the ordinary purpose for which such goods were used and were free from defects, or at a minimum would clean Plaintiffs' and class members' clothes—not accumulate mold, mildew, and emit associated odors. In addition, Electrolux expressly warranted that the stainless steel inner wash basket is free from defects in materials or workmanship, or it would be replaced.

38. Electrolux manufactured and distributed its Washing Machines intending that consumers would purchase them, regardless of the place of purchase or the location in which customers would use them. The Washing Machines were placed into the stream of commerce

---

<sup>2</sup> Electrolux Laundry Appliances, <http://www.electroluxappliances.com/laundry-appliances/washers>.

and were distributed, offered for sale and sold to Plaintiffs, class members, and other purchasers in Washington and Illinois.

39. The Washing Machines are defective in several respects that cause them to accumulate mold and mildew. These defects include without limitation: (a) the failure of the Washing Machines to drain properly and to eliminate moisture following wash cycles; (b) the failure of the Washing Machines to rinse away and remove dirt, detergent, fabric softeners and oils that accumulate and contribute to the formation of mold and mildew; (c) the failure of the Washing Machines to prevent the accumulation of residues that contribute to the formation of mold and mildew; and (d) the failure of the Washing Machines to clean themselves in a manner necessary for the proper functioning of the Machines for the purpose for which they are intended.

40. Electrolux is aware of the common defects that create the mold and mildew problems and has been aware of these problems since at least the year 2000. Plaintiffs and many class members have alerted Electrolux by complaining to Electrolux directly and/or to Electrolux's authorized dealerships and service persons.

41. Electrolux is fully cognizant and aware of its Machines' defect, which is known by Electrolux to be common and widespread.

42. Consumers who experience the Machines' defects and contact Electrolux are given the same uniform instructions to deal with the defects, but which do not resolve any of the problems associated with the defect: wipe down the Washing Machine's basket, and leave the door open between cycles. Electrolux gives this instruction, despite its own warnings that consumers should *not* leave the door of its Washing Machines open due to safety concerns.

43. Following Electrolux's instructions to leave the Machines' doors open and regularly wiping down the Washing Machines' baskets does not address the defects inherent in

the Machines: that its design allows mold and mildew to easily form, no matter how the consumer uses the machine.

44. In addition to the countless hours spent by consumers to follow Electrolux's instructions, endless frustration, damaged clothing, and costs associated with attempted repairs, consumers have spent substantial sums on cleaning products in attempt to rid their Machines of mold, mildew and associated odor. Yet, Electrolux continues to deny the existence of the pervasive mold and mildew problem to consumers, or reimburse them for any of these costs. Electrolux has sat silent while consumers purchased and continue to purchase the defective Machines, or has otherwise blamed the consumer for not following its bogus instructions.

45. The Washing Machines purchased by Plaintiffs and class members have failed to work properly due to defects in design, and not resulting from the ordinary course of usage (or even foreseeable misuse) by Plaintiffs or class members.

46. Electrolux failed to adequately design and/or test the Washing Machines to ensure that they were and are free from defects. Before front-loading Washing Machines entered the market, Electrolux knew, or was reckless in not knowing, that they (a) contained inherent, common defects; and (b) were not of merchantable quality or fit for their ordinary purpose.

47. Plaintiff Brown now must leave the door of her Washing Machine open at all times when not in use, and dry out the washer after every use with a towel to attempt to avoid water-build up and further accumulation of mold and odor. Plaintiff Brown must also secure entry into her entire laundry room to prevent a musty smell from permeating their home, and to avoid the obvious dangers that a constantly-open washer door present to her two (2) young children. Despite following these instructions from Electrolux, the biofilm problem continues to persist due to the common defects.

48. Plaintiff Lampkin now must leave the door of his Washing Machine open at all times when not in use, and dry out the washer after every use with a towel to attempt to avoid water-build up and further accumulation of mold and odor. Despite following these instructions from Electrolux, the biofilm problem continues to persist due to the common defects.

49. Electrolux's instruction to leave its Washing Machine doors open, virtually at all times, to avoid mold and mildew problems is even more startling, given Electrolux's safety precaution in its Owner's Guide (obtained by consumers post-purchase) to not leave the door open as it could be harmful to pets and small children.

50. The problems encountered by Plaintiffs are common, widespread, and warrant class treatment.

#### **TOLLING**

51. Throughout the class periods, Electrolux affirmatively concealed from Plaintiffs and class members the defects described herein.

52. Electrolux had a duty to inform Plaintiffs and class members of the defects described herein, which it knew or should have known. Notwithstanding its duty, Electrolux never disclosed the defects to Plaintiffs or class members; rather, Electrolux attributed resulting biofilm growth to misuse, failure to wipe down the interior of the washing machine basket, detergent used, temperature of water, and other issues having no bearing on the defect.

53. Despite exercising reasonable diligence, Plaintiffs and class members could not have discovered the defects or Electrolux's scheme to avoid disclosure of the defects.

54. In fact, when Plaintiffs and class members would complain to Electrolux, Electrolux would deny any problems or defects inherent in the Machines, and instead inform consumers that biofilm build-up would be prevented by wiping down the Machines' gaskets and

leaving the Machines' doors open. Neither "solution" actually addresses the defects, which the consumers discover *after* repeated contacts with Electrolux.

55. Plaintiffs' claims accrued upon discovery that the Washing Machines contained mold, mildew, and biofilm problems, indicating that the Washing Machines have design defects. Because Electrolux concealed the fact that the Machines contain design defects which cause mold, mildew, and biofilm problems, Plaintiffs did not discover and could not have discovered this fact through reasonable and diligent investigation until after they experienced mold, mildew, and biofilm problems, could reasonably exclude other potential causes of the problems, and discovered that their Machines contained the symptoms of the defects.

56. The statute of limitations has been tolled by Electrolux's knowing and active concealment of the fact that the Washing Machines contain defects which cause mold, mildew, and biofilm to grow inside of the Machines. Electrolux knew of the defects, but failed to disclose this vital information essential to Plaintiffs' pursuit of their claims, without any fault or lack of diligence on behalf of the Plaintiffs. Plaintiffs could not have reasonably discovered that their Washing Machine contains design defects which led to the biofilm growth.

57. Electrolux was and is under a continuous duty to disclose to Plaintiffs the true character, quality, and nature of the Washing Machines. At all relevant times, and continuing to this day, Electrolux knowingly, affirmatively, and actively misrepresented and concealed the true character, quality, and nature of the Washing Machines. Plaintiffs reasonably relied upon Electrolux's affirmative misrepresentations and knowing, affirmative, and/or active concealment. Based on the foregoing, Electrolux is estopped from relying on any statutes of limitations in defense of this action.

## CAUSES OF ACTION

### FIRST CAUSE OF ACTION

#### **Breach of Express Warranty**

**(Asserted by Plaintiffs, Individually, and on Behalf of Both Classes)**

58. Plaintiffs incorporate by reference each of the preceding allegations as if fully set forth herein.

59. There are two warranty periods at issue for class members.

60. Electrolux expressly warranted that the wash tub of its Washing Machines were warranted for the “[f]unctional life of the product (excluding labor)” and that the wash tub drive motor and non cosmetic defects were warranted for “[t]en years (excluding labor)”:

#### **Warranty Periods:**

- All parts — One year including labor
- Wash tub — Functional life of the product (excluding labor)
- Wash tub drive motor, non-cosmetic defects — Ten years (excluding labor)

Plaintiff Brown’s Washing Machine is governed by this warranty.

61. Electrolux will argue that its warranty period for the Washing Machines as related to the Defect at issue in this case was only one year, and that the ten-year warranty only extends to non-cosmetic defects in the wash tub drive motor, itself. However, in a related case, which was pending before the United States District Court for the Southern District of Florida, Judge Robert N. Scola, Jr. held that a reading of the above warranty periods which would provide a 10-year warranty for “non-cosmetic defects” (like the development of mold, mildew, and biofilm) “is reasonable.” *Grasso v. Electrolux Home Prods., Inc.*, No. No. 15-20774-Civ, 2015 U.S. Dist. LEXIS 119015, at \*3 (S.D. Fla. Aug. 21, 2015). Judge Scola continued:

If Electrolux intended to limit the 10-year warranty to non-cosmetic defects in the wash tub drive motor, then why did it use the phrase “Wash tub drive motor, non-cosmetic defects”? In its reply brief, when it was arguing its position on the scope of the 10-year warranty, it used the phrase “non-cosmetic defects in the wash tub



drive motor.” . . . If the language in the warranty itself is so clear, why the need to use the alternate phrasing when presenting its case to the Court? Another problem with Electrolux’s proposed interpretation is that, presumably, the wash tub drive motor is mounted inside the washing machine’s outer frame, not visible to the consumer during normal use. Why would a consumer have occasion to ever see, much less complain about, a cosmetic defect to a non-visible component? This case is about a washing machine, not a Ferrari 458 Spider with a glass hood—a situation where a cosmetic defect to the motor would be noticed.

*Id.* at \*\*3-5.

62. Electrolux’s 10-year warranty covers non-cosmetic defects for ten years in its Washing Machines and, to the extent the terms are ambiguous, they should be construed against Electrolux as the drafter of the warranties.

63. Electrolux also offers another warranty period for some models of its Washing Machines.

---

Your appliance is covered by a one year limited warranty. For one year from your original date of purchase, Electrolux will repair or replace any parts of this appliance that prove to be defective in materials or workmanship when such appliance is installed, used, and maintained in accordance with the provided instructions. In addition, your appliance is covered by an additional one year, parts only, limited warranty. During the 2nd year from your original date of purchase, Electrolux will pay for parts needed for this appliance that have proven to be defective in materials or workmanship when your appliance is installed, used, and maintained in accordance with the provided instructions.

This warranty period governs Plaintiff Lampkin’s Washing Machine.

64. Regardless of the length of the warranty period, the Washing Machines contain defects existing at the point of sale.

65. Consumers were presented the warranties on a take-it-or-leave-it basis, without opportunity to negotiate the terms.

66. Consumers did not know of the Defects as described herein prior to purchase, as Electrolux maintained and continues to maintain that any problems with mold, mildew, or biofilm formation are the fault of consumer misuse.

67. Plaintiffs provided Electrolux with notice of its breach of express warranties within a reasonable time after discovering that breach. Upon informing Electrolux of the Washing Machine's defects, Electrolux warned Plaintiffs that they would have mold and mildew problems with their machines if they did not wipe the inside of their machines with a towel after every wash cycle and if they did not leave their washer door open when not in use (despite their warnings to the contrary). Electrolux did not provide any parts or service that correct the mold and mildew problem, as required by Electrolux's warranty.

68. As a direct and proximate result of the breach of said warranties, Plaintiffs and the class members have been injured and are therefore entitled to damages. Electrolux's failure to repair or replace Plaintiffs' machines have caused the warranty to fail of its essential purpose, as a result of which Plaintiffs and the class members are entitled to damages flowing from the breach of express warranty.

**SECOND CAUSE OF ACTION**

**Breach of Implied Warranty of Merchantability  
(Asserted by Plaintiffs, Individually, and on Behalf of Both Classes)**

69. Plaintiffs incorporate by reference each of the preceding allegations as if fully set forth herein.

70. As a manufacturer, distributor, and/or seller of its Washing Machines, Electrolux is a "merchant."

71. The Washing Machines are "goods."

72. Implied in every sale of the Washing Machines is a warranty of merchantability that requires, *inter alia*, that the Washing Machines pass without objection in the trade and are fit for the ordinary purposes for which Washing Machines are used.

73. Electrolux impliedly represented and warranted that the Washing Machines were fit for the ordinary purposes for which such goods are used, *i.e.*, cleaning clothes.

74. Electrolux breached this implied warranty because the Washing Machines possess design defects that lead to mold and mildew problems, which substantially reduced and/or prevented the Washing Machines from cleaning clothes properly.

75. All of the Washing Machines were manufactured and distributed with the design defects that lead to common mold and mildew problems and were, therefore, not of merchantable quality at the time that they were distributed into the stream of commerce by Electrolux.

76. Consumers were not in a position to negotiate the terms limiting any implied warranties offered at the point of sale; they were provided with written warranties on a take-it-or-leave-it basis.

77. As a direct and proximate result of the breach of said warranties, Plaintiffs and the class members were injured and are therefore entitled to damages.

**THIRD CAUSE OF ACTION**  
**Injunctive and Declaratory Relief**  
**(Asserted by Plaintiffs, Individually, and on Behalf of Both Classes)**

78. Plaintiffs incorporate by reference each of the preceding allegations as if fully set forth herein.

79. There is an actual controversy between Electrolux and Plaintiffs concerning the existence of material defects in the Washing Machines.

80. Accordingly, Plaintiffs and the Class seek a declaration that the Washing Machines contain common defects in their design and manufacture that will cause the Machines to develop biofilm during the useful lives of the products.

81. Electrolux designed, manufactured, produced, tested, inspected, marketed, distributed, and sold Washing Machines which contain material defects as described herein.

Based upon information and belief, Electrolux continues to design, manufacture, produce, test, inspect, market, distribute, and sell Washing Machines which contain material defects as described herein.

82. Based upon information and belief, Electrolux has taken no corrective action concerning the defects described herein, and has not issued any warnings or notices concerning the defects, nor implemented a recall.

83. Plaintiffs and class members have suffered actual damage or injury or are in risk of suffering actual damage or injury due to the Electrolux machine defects. Electrolux should be required to take corrective action to prevent further injuries, including:

- (a) issuing a nationwide recall of the defective Washing Machines;
- (b) issuing warnings and/or notices to consumers and the classes concerning the defects; and,
- (c) immediately discontinuing the manufacture, production, marketing, distribution, and sale of the defective Washing Machines described herein.

#### **FOURTH CAUSE OF ACTION**

##### **Unjust Enrichment**

**(Asserted by Plaintiffs, Individually, and on Behalf of Both Classes)**

84. Plaintiffs incorporate by reference each of the preceding allegations as if fully set forth herein, and raise this cause of action in the alternative to Plaintiffs' warranty causes of action.

85. Electrolux caused its defective Washing Machines to be distributed in the stream of commerce with knowledge that the Machines would be purchased by consumers who possessed a reasonable expectation that the Washing Machines would be free from material defects that cause mold, mildew, and biofilm problems.

86. Plaintiffs and the class members paid a premium price for the Washing Machines that Electrolux represented as being suitable for ordinary use, and merchantable, thereby conferring a tangible economic benefit upon the Electrolux.

87. Electrolux has further benefited, directly or indirectly, by avoiding the costs associated with correcting the mold and mildew problems, making repairs, and recalling the defective Washing Machines.

88. Electrolux has and continues to retain that economic benefit at the expense of Plaintiffs and the class members. Principles of equity and good conscience make it unjust for Electrolux to retain the benefit conferred on it by consumers for the Washing Machines, and Electrolux should be required to pay Plaintiffs and the class members for this benefit.

**FIFTH CAUSE OF ACTION**  
**Violation of the Washington Consumer Protection Act**  
**(Asserted by Plaintiff Brown, Individually, and on Behalf of the Washington Class)**

89. Plaintiffs incorporate by reference each of the preceding allegations as if fully set forth herein.

90. Electrolux is a “person” within the meaning of the Washington Consumer Protection Act (“WCPA”), RCW § 19.86.010(1), and conducts “trade” and “commerce” within the meaning of the WCPA, RCW § 19.86.010(2).

91. Plaintiff Brown and the other class members are “persons” within the meaning of the WCPA, RCW § 19.86.010(1), and the payments for the Washing Machines wrongfully obtained from Plaintiff Brown and the other class members constitute “assets” within the meaning of the WCPA, RCW § 19.86.010(3).

92. Electrolux actions are unfair and/or deceptive within the meaning of the WCPA, RCW § 19.86.010, *et seq.*

93. Electrolux's practices as alleged herein have the tendency or capacity to mislead consumers. Electrolux sold the Washing Machines knowing of the defects described herein and failed to inform Plaintiff Brown and class members. Instead, Electrolux routinely blamed consumer misuse even though it was aware of hundreds of complaints concerning the Washing Machines from consumers.

94. Electrolux's unfair or deceptive acts or practices have occurred in its trade or business, and were and are capable of deceiving a substantial portion of the public. Electrolux's general course of conduct has an impact on the public interest, and the acts complained of herein are ongoing and/or have a substantial likelihood of being repeated.

95. Electrolux's conduct has injured the property of Plaintiff Brown and the other class members in that these consumers have purchased Washing Machines with the defects described herein. Plaintiff Brown and class members would not have purchased the Washing Machines or would have purchased the Washing Machines for less had they known about the defects.

96. Plaintiff Brown and other class members, are therefore entitled to an order enjoining the conduct complained of herein; actual damages; treble damages; costs of suit, including a reasonable attorneys' fee; and such further equitable relief as the Court may deem proper.

**SIXTH CAUSE OF ACTION**  
**VIOLATION OF ILLINOIS CONSUMER FRAUD AND**  
**DECEPTIVE TRADE PRACTICES ACT (815 ILCS 505/1, *et seq.*)**  
**(Asserted by Plaintiff Lampkin, Individually, and on Behalf of the Illinois Class)**

97. Plaintiffs incorporate by reference each of the preceding allegations as if fully set forth herein.

98. At all times relevant hereto, the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.* (“Illinois CFA”), was in full force and effect.

99. Plaintiff Lampkin and other Illinois Class Members may sue as consumers within the meaning of the Illinois CFA because Electrolux’s business activities involve trade or commerce, are addressed to the market generally, and otherwise implicate consumer protection concerns.

100. Section 2 of the Illinois CFA renders unlawful the “use or employment of any deception [including the] concealment, suppression or omission of any material fact, with the intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct or any trade or commerce.”

101. When Electrolux designed, developed, manufactured, marketed, and sold the defective machines described herein, it was involved in the conduct of trade and commerce under the Illinois CFA.

102. At the time Electrolux developed, manufactured, marketed, and sold the Washing Machines, it knew that they contained the defects described herein.

103. Nonetheless, Electrolux concealed its knowledge of the defects from consumers like Plaintiff Lampkin and members of the Illinois Class.

104. Electrolux hid the defects from consumers although the defects posed serious risks to consumers and to their personal property.

105. Electrolux intentionally concealed the serious defects that cause the Washing Machines to accumulate mold and mildew, which were material facts to consumers like Plaintiff Lampkin and the Illinois Class Members. Indeed, no reasonable consumer would have

knowingly bought a Washing Machine for use if that consumer had known that the product was designed with a serious defects.

106. Electrolux has neither conducted a recall for the defective Washing Machines or notified class members of the defects.

107. Electrolux's intentional misrepresentations, omissions and concealments of material facts constitute unfair and/or deceptive practices in violation of the Illinois CFA.

108. Electrolux violated the Illinois CFA when it sold the Washing Machines and represented to consumers that they would clean clothes better than any other washer.

109. Electrolux violated the Illinois CFA when it sold a product that it knew was defective.

110. Electrolux's deceptive practices, including but not limited to marketing of the product, were designed to induce Plaintiff Lampkin and the Illinois Class Members to purchase the Washing Machines containing the defects and to avoid the cost of replacing, repairing or retrofitting the defective machines still being sold in retail stores and already in use by thousands of consumers throughout Illinois.

111. Electrolux's violations of the Illinois CFA were designed to conceal, and Electrolux failed to disclose material facts about the defects in order allow Electrolux to avoid the cost of recalling, replacing, repairing, or retrofitting the Washing Machines.

112. Plaintiff Lampkin and the Illinois Class Members suffered injury-in-fact as a direct result of Electrolux's violations of the Illinois CFA in that they have paid for Washing Machines that are defective and will have to be repaired or replaced.



113. Had Electrolux disclosed the true quality and defective nature of the Washing Machines, Plaintiff Lampkin and the Illinois Class Members would not have purchased the machines or would have paid substantially less for them.

114. Plaintiff Lampkin and the Illinois Class Members have also expended money on cleaning agents, service calls, repairs, and suffered damages to their personal property as a result of Electrolux's conduct.

115. To this day, Electrolux continues to violate the Illinois CFA by concealing the defective nature of the Washing Machines by failing to issue a recall, by failing to notify customers of the defects, and by offering customers "solutions" that will not prevent the accumulation of mold and mildew in customers' Washing Machines because of the Machines' inherent defects.

116. As a direct and proximate result of Electrolux's unfair acts or practices alleged herein, Plaintiff Lampkin and the Illinois Class Members were damaged.

**SEVENTH CAUSE OF ACTION**  
**VIOLATION OF THE ILLINOIS UNIFORM**  
**DECEPTIVE TRADE PRACTICES ACT (815 ILCS 510/1, *et seq.*)**  
**(Asserted by Plaintiff Lampkin, Individually, and on Behalf of the Illinois Class)**

117. Plaintiffs incorporate by reference each of the preceding allegations as if fully set forth herein.

118. At all times relevant hereto, there was in full force and effect the Uniform Deceptive Trade Practices Act (the "Illinois UDTPA"), 815 ILCS 510/1, *et seq.*

119. Under the Illinois UDTPA, 815 ILCS 510/2 provides in pertinent part that a "person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation," the person does any of the following: ". . . (5) represents that goods or services have . . . uses, benefits, or quantities that they do not have . . . ; (7) represents that goods

or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another; . . . [or] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

120. As a corporation, Electrolux is a “person” within the meaning of 815 ILCS 510/1 (5).

121. Electrolux’s actions, as alleged herein, constitute deceptive, unfair, fraudulent, and unlawful practices committed in violation of 815 ILCS 510/1, *et seq.*

122. All of the conduct and misrepresentations alleged herein occurred in the course of Electrolux’s business and was part of a pattern or generalized course of conduct.

123. As described more fully above, Electrolux knew of the design defects described herein. Electrolux concealed that knowledge and misrepresented to consumers and the public that its Washing Machines could clean clothes better than any other washer.

124. As an entity with exclusive knowledge regarding the defects in the Washing Machines, Electrolux had a duty to disclose the existence of such defects.

125. Plaintiff Lampkin and the Illinois Class Members reasonably expected that Electrolux would disclose the existence of the defects and reasonably expected that Electrolux would not sell a product that was unfit for its ordinary purpose, information which is and was material to Plaintiff Lampkin and the Illinois Class Members.

126. Electrolux, at all times relevant, knew or should have known that Plaintiff Lampkin and the Illinois Class Members did not know of, or could not have reasonably discovered, the defects and that Electrolux was in exclusive possession of the knowledge of the defects.

127. Had Plaintiff Lampkin and the Illinois Class Members known of the serious defects in the Washing Machines, they would not have purchased the washers or would have paid substantially less for their Washing Machines.

128. Electrolux's deceptive, unfair, fraudulent, and unlawful conduct alleged herein was specifically designed to and did induce Plaintiff Lampkin and the Illinois Class Members to purchase the Washing Machines.

129. Electrolux violated the Illinois UDTPA when it concealed and/or failed to disclose the fact that the Washing Machines were defective as described herein when it had a duty to disclose the defects, and instead sold the Washing Machines as if they were fit for their ordinary and intended purpose, could be used safely, and did not pose an unreasonable risk to consumers and their personal property.

130. Plaintiff Lampkin and the Illinois Class Members lost money and/or personal property as a result of their purchases and thus Plaintiff Lampkin has standing to represent the Illinois Class in this action.

131. As a direct and proximate result of Electrolux's violation of the Illinois UDTPA alleged herein, Plaintiff Lampkin and the Illinois Class Members were damaged.

132. Based upon the Illinois UDTPA, Plaintiff Lampkin and the Illinois Class Members seek injunctive relief against Electrolux based upon the vast market share that Electrolux claims to have for Washing Machines and the extremely high likelihood that Plaintiff Lampkin and the Illinois Class Members may personally suffer future harm to their personal property from the failure of Electrolux Washing Machines in their homes.

**EIGHTH CAUSE OF ACTION**  
**FRAUDULENT CONCEALMENT**

**(Asserted by Plaintiffs, Individually, and on Behalf of Both Classes)**

133. Plaintiffs incorporate by reference each of the preceding allegations as if fully set forth herein.

134. Electrolux concealed material facts from Plaintiffs and class members. Electrolux knew that its Washing Machines contained the defects described herein but concealed those facts such that consumers in the United States had no such knowledge.

135. Electrolux had a duty to disclose the defects to Plaintiffs and class members, but it failed to do so.

136. Electrolux also knew that Plaintiffs and class members had no knowledge that its Washing Machines were defective and that they did not have an equal opportunity to discover the facts. Electrolux was in a superior position than Plaintiffs and class members.

137. By failing to disclose the material facts concerning its Washing Machines, Electrolux intended to induce Plaintiffs and class members into purchasing the Washing Machines.

138. Plaintiffs and class members would not have purchased the Washing Machines had they known that they are defective, or would not have paid as much as they did.

139. Electrolux benefited from the sales of its Washing Machines as a result of its nondisclosure.

140. When class members experienced problems with their Washing Machines, and called Electrolux to make any warranty claims, Electrolux routinely failed to honor its warranties with consumers concerning the defects at issue because it did not offer consumers who experienced failure with their machines the necessary repair or replacement costs.

141. As a direct and proximate cause of Electrolux's conduct, Plaintiffs and class members have suffered damages.

142. Electrolux's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiffs and class members such that punitive damages are appropriate.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request, on behalf of themselves and the Classes, that this Court:

A. Determine that the claims alleged herein may be maintained as a class action under Federal Rule of Civil Procedure 23, and issue an order certifying the Classes as defined above, appointing Plaintiffs as the class representatives and their counsel as Class Counsel;

B. Award all damages to which Plaintiffs and the class members are entitled;

C. An Order awarding injunctive relief by requiring Electrolux to issue corrective actions as described herein;

D. Grant Declaratory Relief that the Washing Machines described herein contain a defect, which causes biofilm to grow in the Machines;

E. Award reasonable attorneys' fees, costs and expenses; and

F. Grant such further and other relief that this Court deems appropriate.

**PLAINTIFFS DEMAND A TRIAL BY JURY ON ALL ISSUES TRIABLE**

Dated: February 8, 2017

Respectfully submitted,

/s/ Amy E. Keller

Edward A. Wallace

Amy E. Keller

WEXLER WALLACE LLP

55 West Monroe St., Ste. 3300  
Chicago, Illinois 60603  
Tel. 312-346-2222  
Fax 312-346-0022  
eaw@wexlerwallace.com  
aek@wexlerwallace.com

R. Brent Irby (*pro hac vice motion to be filed*)

McCALLUM, HOAGLUND, COOK &  
IRBY, LLP  
905 Montgomery Highway  
Suite 201  
Vestavia Hills, Alabama 35216  
Tel: 205-824-7767  
Fax: 205-824-7768  
birby@mhcilaw.com

*Attorneys for the Plaintiffs and Putative Class*

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

Reginald Lampkin and Megan Brown, et al.

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Wexler Wallace LLP
55 West Monroe Street, Suite 3300
(312) 346-2222

DEFENDANTS

Electrolux Home Products, Inc.

County of Residence of First Listed Defendant Mecklenburg County (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)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
625 Drug Related Seizure of Property 21 USC 881
690 Other
710 Fair Labor Standards Act
720 Labor/Management Relations
740 Railway Labor Act
751 Family and Medical Leave Act
790 Other Labor Litigation
791 Employee Retirement Income Security Act
422 Appeal 28 USC 158
423 Withdrawal 28 USC 157
820 Copyrights
830 Patent
840 Trademark
861 HIA (1395ff)
862 Black Lung (923)
863 DIWC/DIWW (405(g))
864 SSID Title XVI
865 RSI (405(g))
870 Taxes (U.S. Plaintiff or Defendant)
871 IRS—Third Party 26 USC 7609
375 False Claims Act
376 Qui Tam (31 USC 3729 (a))
400 State Reapportionment
410 Antitrust
430 Banks and Banking
450 Commerce
460 Deportation
470 Racketeer Influenced and Corrupt Organizations
480 Consumer Credit
490 Cable/Sat TV
850 Securities/Commodities/Exchange
890 Other Statutory Actions
891 Agricultural Acts
893 Environmental Matters
895 Freedom of Information Act
896 Arbitration
899 Administrative Procedure Act/Review or Appeal of Agency Decision
950 Constitutionality of State Statutes

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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 Litigation-Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

Breach of Warranties and Violations of Consumer Protection Statutes

VII. Previous Bankruptcy Matters (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. 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

IX. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

X. This case (check one box)

Is not a refiling of a previously dismissed action is a refiling of case number previously dismissed by Judge

DATE 02/08/2017

SIGNATURE OF ATTORNEY OF RECORD /s/ Amy E. Keller

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**V. Origin.** Place an "X" in one of the six boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

**VII. Previous Bankruptcy Matters** For nature of suit 422 and 423 enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this court. Use a separate attachment if necessary.

**VIII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**IX. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**X. Refiling Information.** Place an "X" in one of the two boxes indicating if the case is or is not a refiling of a previously dismissed action. If it is a refiling of a previously dismissed action, insert the case number and judge.

**Date and Attorney Signature.** Date and sign the civil cover sheet.