

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

ERIKA ORTEGA, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

FORD MOTOR COMPANY, & CAMEL  
GROUP (USA) BATTERY, INC.

Defendants.

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiff Erika Ortega, (“Plaintiff”), on behalf of herself and all others similarly situated, respectfully submits the following Class Action Complaint against Defendants Ford Motor Company (“Ford”), and Camel Group (USA) Battery, Inc. (“Camel Battery” or “Camel”) (collectively, “Defendants”) and alleges on personal knowledge, investigation of counsel, and information and belief as follows:

**INTRODUCTION**

1. Vehicle manufacturers have certain basic rules and procedures that must be followed. When a vehicle manufacturer sells a vehicle, it has a duty to ensure that the vehicle functions properly and safely for its advertised use and is free from defects. When a vehicle manufacturer discovers a defect, it must explicitly disclose the defect and make it right or cease selling the vehicle. When a vehicle manufacturer provides a warranty, it must stand by that warranty. This case arises from both Defendants’ breach of their duties and rules.

2. Defendant Ford designs, manufactures, markets, distributes, and sells vehicles.

3. Battery manufacturers likewise have certain basic rules and procedures that must

be followed. When a battery manufacturer sells a battery, it has a duty to ensure that the battery functions properly and safely for its advertised use and is free from defects. When a battery manufacturer discovers a defect, it must explicitly disclose the defect, make it right, and cease selling the defective product. When a battery manufacturer provides a warranty, it must stand by such warranty.

4. Camel Battery designs, manufactures, markets, distributes, and sells batteries.

5. This case arises from both Defendants' breach of their duties and rules.

6. Plaintiff brings this action on behalf of herself and all similarly situated persons who purchased one or more: 1) 2021-2024 Ford Bronco Sport SUVs; or 2) 2022-2023 Ford Maverick ("Class Vehicles") equipped with a 12-volt battery powered by Camel Group Battery ("Class Batteries").<sup>1</sup>

7. This action is brought to remedy various violations of law in connection with Defendants' manufacturing, marketing, advertising, selling, warranting, and servicing of the Class Vehicles and Class Batteries.

8. The Class Vehicles have malfunctions with respect to their batteries (a.k.a. "Class Batteries"). Specifically, the defective 12-volt batteries manufactured by Defendant Camel Group have an internal weld and cast-on-strap (COS) susceptible to failure which could cause sudden power loss and stalling.

9. In late January 2025, Ford recalled nearly 273,000 of the above referenced Class Vehicles ("Recall") with anticipated notifications to consumers to be perfected in February 2025. The Recall is based upon these defective Class Batteries installed into the Ford Bronco Sport and Ford Maverick for the dates specified above.

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<sup>1</sup> <https://www.ford.com/support/how-tos/recall/recalls-and-faqs/24s24-bronco-sport-2021-2024-and-maverick-2022-2023-loss-of-power-recall/> (last accessed February 27, 2025).

10. There is no guarantee, as well, that the “software fix” Ford purports to provide will prevent the primary issue causing the weakness of the battery from occurring again.

11. The allegations herein are based on personal knowledge as to Plaintiff's own experience and are made as to other matters based on an investigation by counsel, including analysis of publicly available information.

12. Consumers like Plaintiff trust manufacturers like Defendant to sell vehicles and batteries that are safe to use and free from known defects. Plaintiff and other consumers are injured at the point of purchase because they had no way of knowing of the products' safety defect.

13. As a result of Defendant's misconduct, misrepresentations, and omissions, Plaintiff and putative Class Members have suffered injury in fact, including economic damages.

14. Plaintiff and Class bring this suit for economic damages they sustained as a result. Given the massive quantities of the vehicles and batteries sold nationwide, this class action is the proper vehicle for addressing Defendant's misconduct and attaining needed relief for those affected.

### **PARTIES**

15. Plaintiff Ortega is a citizen of the State of Illinois and resides in Oswego, Illinois. Oswego is located within Kendall County, Illinois.

16. Ford Motor Company is a corporation organized and in existence under the laws of the State of Delaware with its principal place of business in Dearborn, Michigan. Defendant's corporate headquarters are located at One American Road, Dearborn, Michigan, 48126. Ford is a citizen of the State of Michigan.

17. Ford Motor Company designs, manufactures, markets, distributes, services,

repairs, sells, and leases vehicles, including the Class Vehicles, nationwide. Ford Motor Company is the warrantor and distributor of the Class Vehicles in the United States.

18. Ford Motor Company through various entities, markets, distributes, warrants, and sells Ford automobiles and parts for those automobiles, including the Class Vehicles, in multiple locations across the United States.

19. Camel Group (USA) Battery, Inc. is organized as a Michigan Corporation. This entity's registered agent is Mark V. Huesel listing 350 S. Main Street, Suite 300 Ann Arbor, MI 48104 as his address. The entity does not list its Registered Office Mailing Address in corporate filings.<sup>2</sup> Upon information and belief, Camel Group (USA) Battery, Inc. is a citizen of the State of Michigan.

20. Camel designs, manufactures, markets, distributes, services, repairs, and sells, batteries, for use in various automotive products including the Class Vehicles, nationwide. Camel is the warrantor and distributor of the 12-volt batteries installed within the Class Vehicles sold in the United States.

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<https://cofs.lara.state.mi.us/CorpWeb/CorpSearch/CorpSummary.aspx?token=nBxILn58HwVtv4JMRDwTm1cWblopjnzIgg3FCQzRMH7Z0mRAdeXC1OulcO3rIeXGrIFhnTHpPA5mgjjhw4wxVeU5fY/uA7XVWarxXS84fvjvUeZJU+9EqFcNfxZcNjrjKNqEICZ3vbyzSDqzFqZbA6Z15JzGToalr7+XN03KuJ9Tpwwa1VXBdu+3k+yVUE0vZGVQrZ7shT03tpOo2jdlRm9L3SoRdy5y138NU32Tg5aUzS/Tt73ubvTrdr7UIMm2Gh6Zev5KQh2hk11BFxNvsz+tGsEFw8JcMnl8l4dF2PwVPevuuf9OnRs+FhQaqZP9acYNC6LyPNeguLms13bgFgFjpmMVRM5>



### **JURISDICTION AND VENUE**

21. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d), the Class Action Fairness Act of 2005 (“CAFA”), because (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one member of the class and defendant are citizens of different States.

22. Ford sells vehicles internationally, throughout the United States and within this judicial district. This Court has personal jurisdiction over the Defendant because the Defendant has also purposefully availed itself of the laws, rights, and benefits of the State of Illinois. *See Mallory v. Norfolk Southern Railway Co.*, 143 S. Ct. 2028, 600 U.S.122, 216 L. Ed. 815 (2023).

23. Camel Battery is an international distributor of batteries placing their products into the stream of commerce throughout the United States. Camel’s publicly listed headquarters and principal place of business are located in Ann Arbor, Michigan. This Court has personal jurisdiction over the Defendant because the Defendant has also purposefully availed itself of the laws, rights, and benefits of the State of Illinois. *See Mallory v. Norfolk Southern Railway*

*Co.*, 143 S. Ct. 2028, 600 U.S.122, 216 L. Ed. 815 (2023).

24. Venue is proper in this District under 28 U.S.C. §1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. Ford Motor Company sells and distributes their vehicles throughout the United States and within this District. Camel is an intentional business with American headquarters and provides its batteries to Ford Motor Company for automobiles sold within the United States and within this District. Additionally, Plaintiff and the Class purchased their Class Vehicles and subsequently, Class Batteries in this jurisdiction, the purchase of which gave rise to the causes of action within this Complaint.

### **FACTUAL ALLEGATIONS**

25. In April 2022, Plaintiff Ortega purchased a brand-new 2022 Ford Bronco Sport at a Packey Webb Ford dealership located in Downers Grove, IL.

26. Based on Ford's active and persistent promotions touting the quality of its vehicles and her admiration of Ford vehicles, Plaintiff considered Ford a quality company with a strong reputation for producing reliable vehicles.

27. In addition to Ford's reputation through its marketing and promotion, Plaintiff decided on the Ford Bronco because she believed it was a high-quality vehicle.

28. Plaintiff first learned of the recall on social media and eventually received a recall letter from Ford; however, Defendants' purported "solution" to Plaintiff's defective vehicle is wholly inadequate.

29. From 2021-2024, if not earlier, Camel has designed, manufactured, distributed, and sold the recalled 12-volt batteries that Ford installed into the Class Vehicles. Defendant Ford has sold, directly or indirectly, through dealers and other retail outlets, nearly 273,000 Class

Vehicles nationwide.

30. The result of Defendants' recall, which includes a free fix and repair clause, will cost Plaintiff hours of her time.

31. Assuming that the Recall was effective and offered a true fix, Plaintiff is still burdened with a vehicle that has been devalued by Defendant's actions because the value of a car with a known history of faulty design is worth less than a car with properly working battery system or at least a history of a working battery system with no critical issues.

32. In addition, Ford's fix is not a new battery free of the defect, but instead a software "recalibration," and consumers are still left with a defective battery that runs the risk of dangerous activity, such as stalling at low speeds or otherwise powering down electronics, per the Recall.

33. Given the above, there is a cognizable risk inherent within this Recall. Unless Defendants are to issue a more comprehensive recall to truly fix the root cause of the Defect, it is foreseeable, and should be expected, that the Class Vehicles' battery systems will fail once again. Defendants' Recall is no more than an ineffective waste of time as there is no true fix for the Defect.

34. In all, Defendants' Recall leaves more questions than answers regarding the Class Vehicles' safety and as such results in a diminution in value for the vehicles in question.

35. In addition to the amount of time spent in repair, Plaintiff, like every other Class Member, must spend time and money to transport herself and her defective Class Vehicle to a Ford certified mechanic.

36. In all, Defendants' Recall amounts to tens of thousands of hours and dollars needlessly taken from Plaintiff and other Class Vehicle owners.

### **Fraudulent Omission/ Concealment Allegations**

37. Absent discovery, Plaintiff is unaware of, and unable through reasonable investigation to obtain, the true names and identities of those individuals at Ford and Camel responsible for making false and misleading statements regarding the Class Vehicles and Class Batteries. Collectively, Ford and Camel Battery are in possession of all of this information. Plaintiff's claims arise out of Defendants' fraudulent omission/concealment of the Battery Defect, despite their representations about the quality, safety, and comfort of the Class Vehicles.

38. Plaintiff alleges that at all relevant times, including specifically at the time she and Class members purchased their Class Vehicle, Defendants knew, or were reckless in not knowing, of the Battery Defect; Defendants had a duty to disclose the Battery Defect based upon their exclusive knowledge; and Defendants never disclosed the Battery Defect to Plaintiff or the public at any time or place in any manner other than a halfhearted, inadequate recall.

39. Plaintiff makes the following specific concealment/omission-based allegations with as much specificity as possible absent access to the information necessarily available only to Defendant:

a. **Who:** Defendants actively concealed and omitted the Battery Defect from Plaintiff and Class members while simultaneously touting the safety and dependability of the Class Vehicles, as alleged herein. Plaintiff is unaware of, and therefore unable to identify, the true names and identities of those specific individuals as Defendants are responsible for such decisions.

b. **What:** Defendants knew, or were reckless or negligent in not knowing, that the Class Vehicles contain the Battery Defect, as alleged herein. Defendants concealed and omitted the Battery Defect while making representations about the

safety, dependability, and other attributes of the Class Vehicles, as alleged herein.

c. **When:** Defendants concealed and omitted material information regarding the Battery Defect at all times while making representations about the safety and dependability of the Class Vehicles and Class Batteries on an ongoing basis, and continuing to this day, as alleged herein. Defendants still have not disclosed the truth about the full scope of the Battery in the Class Vehicles to anyone outside of their respective entities. Defendants have never taken any action to inform consumers about the true nature of the Battery Defect in Class Vehicles.

d. **Where:** Defendants concealed and omitted material information regarding the true nature of the Battery Defect in every communication they had with Plaintiff and Class members and made representations about the quality, safety, and comfort of the Class Vehicles. Plaintiff is aware of no document, communication, or other place or thing, in which Defendants disclosed the truth about the full scope of the Battery Defect in the Class Vehicles to anyone outside of their respective entities. Such information is not adequately disclosed in any sales documents, displays, advertisements, warranties, owner's manuals, or on Defendants' websites. There are channels through which Defendants could have disclosed the Battery Defect, including but not limited to, (1) point of sale communications; (2) the owner's manual; and/or (3) direct communication to Class members through means such as state vehicle registry lists.

e. **How:** Defendants concealed and omitted the Battery Defect from Plaintiff and Class members and made representations about the quality, safety, dependability, and comfort of the Class Vehicles. Defendants actively concealed and

omitted the truth about the existence, scope, and nature of the Battery Defect from Plaintiff and Class members at all times, even though they knew about the Battery Defect and knew that information about the Battery Defect would be important to a reasonable consumer, and Ford promised in its marketing materials that Class Vehicles have qualities that they do not have.

f. **Why:** Defendants actively concealed and omitted material information about the Battery Defect in the Class Vehicles for the purpose of inducing Plaintiff and Class members to purchase Class Vehicles and made representations about the quality, safety, durability, and comfort of the Class Vehicles. Had Defendants disclosed the truth about the Battery, Plaintiff and Class members (all reasonable consumers) would have been aware of it and would not have bought or leased the Class Vehicles or would not have paid as much for them.

**ESTOPPEL FROM PLEADING AND  
TOLLING OF APPLICABLE STATUTES OF LIMITATIONS**

46. Plaintiff and the members of the Class had no way of knowing about Defendant's conduct concerning the safety risks associated with the vehicles and batteries.

47. Neither Plaintiff nor any other members of the Class, through the exercise of reasonable care, could have discovered the conduct by Defendant alleged herein. Further, Plaintiff and members of the Class did not discover and did not know facts that would have caused a reasonable person to suspect that Defendant was engaged in the conduct alleged herein. For these reasons, all applicable statutes of limitation have been tolled by the discovery rule concerning claims asserted by Plaintiff and the Class.

48. Further, by failing to provide notice of the risks of malfunction or injury

associated with the continued normal use of the Vehicles and Batteries, Defendant concealed its conduct, and the existence of the claims asserted herein from Plaintiff and the Class members.

49. Upon information and belief, Defendant intended its acts to conceal the facts and claims from Plaintiff and Class members. Plaintiff and Class members were unaware of the facts alleged herein without any fault or lack of diligence on their part and could not have reasonably discovered Defendant's conduct. For this reason, any statute of limitations that otherwise may apply to the claims of Plaintiff or Class members should be tolled.

### **CLASS ACTION ALLEGATIONS**

40. Plaintiff brings this action on behalf of herself and the following Class of similarly situated individuals pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure. Specifically, the Class Members are defined as:

**Nationwide Class:** All persons in the United States who purchased a 2021-2024 Ford Bronco Sport or a 2022-2023 Ford Maverick equipped with a 12 volt battery having an internal weld and cast-on-strap that was manufactured by Camel Battery Group.

Additionally, Plaintiff represents and brings this action on behalf of the following Classes (referred to collectively with the Nationwide Class as a single "Class" unless otherwise stated). as they relate to particular causes of action:

**Illinois Subclass:** All persons in Illinois who purchased a 2021-2024 Ford Bronco Sport or a 2022-2023 Ford Maverick equipped with a 12 volt battery having an internal weld and cast-on-strap that was manufactured by Camel Battery Group.

**Multi-State Subclass:** All persons in California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New

York, or Washington<sup>3</sup> who purchased a 2021-2024 Ford Bronco Sport or a 2022-2023 Ford Maverick equipped with a 12 volt battery having an internal weld and cast-on-strap that was manufactured by Camel Battery Group.

41. Excluded from the Class are (a) any officers, directors or employees, or immediate family members of the officers, directors, or employees of the Defendants or any entity in which the Defendants have a controlling interest, (b) any legal counsel or employee of legal counsel for the Defendants, and (c) the presiding Judge in this lawsuit, as well as the Judge's staff and their immediate family members.

42. Plaintiff reserves the right to amend the definition of the Class if discovery or further investigation reveals that the Class should be expanded or otherwise modified.

43. The members of Class are capable of being described without difficult managerial or administrative problems. The members of the putative Class are also readily identifiable from the information and records in the possession or control of Defendants or its affiliates and agents and from public records.

44. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

45. The Proposed Class is so numerous that the joinder of all members is impracticable.

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<sup>3</sup> While discovery may alter the following, the states in the Multi-State Subclass are limited to those states with similar consumer fraud laws under the facts of this case: California (Cal. Bus. & Prof. Code §17200, *et seq.*); Florida (Fla. Stat. §501.201, *et seq.*); Illinois (815 Ill. Comp. Stat. §505/1, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws §445.901, *et seq.*); Minnesota (Minn. Stat. §325F.67, *et seq.*); Missouri (Mo. Rev. Stat. §407.010, *et seq.*); New Jersey (N.J. Stat. §56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law §§349 and 350); and Washington (Wash. Rev. Code §19.86.010, *et seq.*). Plaintiff has standing to represent the proposed Multi-State Sub-class. Any challenge brought by Defendant regarding Plaintiff's standing to represent any proposed class should be deferred to the class certification stage because that is what Illinois law requires.

46. This action has been brought and may be properly maintained on behalf of the Class proposed herein under Federal Rule of Civil Procedure 23.

47. **Numerosity.** Upon information and belief, the Class is so numerous that the joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information is in the sole possession of Defendants and obtainable by Plaintiff only through the discovery process. Members of the Class may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, Electronic Mail, internet postings, social media, and/or published notice.

48. **Predominance of Common Questions of Law and Fact.** Common questions of law and fact exist for all Class Members and predominate over any questions affecting only individual Class Members. These common legal and factual questions include, but are not limited to, the following:

- a. Whether Class Vehicles contain the alleged Battery Defect;
- b. Whether the Battery Defect would be considered material by a reasonable consumer;
- c. Whether the Battery Defect would constitute an unreasonable safety risk;
- d. Whether Defendants had a duty to disclose the Battery Defect to Plaintiff and other Class Members;
- e. Whether Defendants knew or reasonably should have known of the Battery Defect before Ford sold Class Vehicles to Plaintiff and Class Members;
- f. Whether the Battery Defect has diminished the value of the Class Vehicles;
- g. Whether the Camel Battery manufactured the defective battery;
- h. Whether Defendants should be declared financially responsible for notifying all Class Members of the problems with the Class Vehicles/Class Batteries and for the costs and expenses of repairing, replacing, or otherwise

remedying the Battery Defect;

- i. Whether Defendants are obligated to inform Class Members of their right to seek reimbursement for having paid to diagnose, repair, or replace their defective batteries;
- j. Whether Defendants breached the implied warranty of merchantability pursuant to state law and/or the UCC;
- k. Whether Defendants are liable for fraudulent omission;
- l. Whether Defendants were unjustly enriched;
- m. Whether Plaintiff and the other Class Members are entitled to damages and other monetary relief.

49. **Typicality.** Plaintiff's claims are typical of those of the absent Class Members in that Plaintiff as well as the Class Members each purchased and used the Class Vehicle that contained the same Battery Defect found in all other Class Vehicles.

50. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of the members of the putative Class. Plaintiff has retained counsel with substantial experience in handling complex class action litigation, including complex questions that arise in this type of consumer protection litigation. Further, Plaintiff and her counsel are committed to the vigorous prosecution of this action. Plaintiff has no conflicts of interest or interests adverse to those of putative Class.

51. **Predominance and Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of the claims of Plaintiff and Class Members, and questions of law and fact common to all Class Members predominate over questions affecting only individual class members. Class Members can be readily identified and notified based on, inter alia, Defendant's business records or other sources.

### **CLAIMS FOR RELIEF**

**COUNT I**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(On Behalf of Plaintiff and the Multi-State Class, and alternatively, the Nationwide Class)**

52. Plaintiff re-alleges and incorporates all preceding factual allegations as set forth fully herein.

53. Plaintiff brings this cause of action on behalf of herself and the Class.

54. Defendants are merchants and was at all relevant times involved in the distributing, warranting, and/or selling of the Class Vehicles.

55. The Class Vehicles are “goods” under the relevant laws, and Defendants knew or had reason to know of the specific use for which the Class Vehicles, as goods, were purchased.

56. Camel Battery’s 12-volt batteries installed on Class Vehicles are “goods” under the relevant laws, and Defendant knew or had reason to know of the specific use for which the Class Vehicles, as goods, were purchased.

57. Ford entered into agreements with consumers to sell the Class Vehicles to be used by Plaintiff and Class Members for personal use.

58. The implied warranty of merchantability included with the sale of each Class Vehicle means that Ford guaranteed that the Class Vehicles would be fit for the ordinary purposes for which cars are used and sold and were not otherwise injurious to consumers. The implied warranty of merchantability is a critical part of the basis for the benefit of the bargain between Defendants, Plaintiff, and the Class Members.

59. The implied warranty of merchantability included with the installation of the 12-volt car battery means that Camel Battery guaranteed that its batteries would be fit for the ordinary purposes for which car batteries are used and were not otherwise injurious to consumers. The implied warranty of merchantability is a critical part of the basis for the benefit of the bargain

between Defendants, Plaintiff, and the Class Members.

60. Defendants breached the implied warranty of merchantability because the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation. After all, Defendants did not indicate that the Class Vehicles would contain the Battery Defect.

61. Given that Plaintiff and Class Members are unable to safely drive the Class Vehicles without risk of crashing, neither the Class Vehicles or Class Batteries are fit for their particular purpose of legal and safe transportation and usage.

62. Defendants' warranties expressly apply to the purchaser of the Class Vehicles equipped with Class Batteries, creating privity between Defendants and Plaintiff and Class Members.

63. Privity is not required because Plaintiff and Class Members are the intended beneficiaries of Defendants' warranties and sales. Defendants' warranties were designed for and intended to benefit the consumer only, including Plaintiff and Class Members.

64. Defendants had been provided sufficient notice of its breaches of implied warranties associated with the Class Vehicles and Class Batteries. Defendants were put on actual notice of its breach through their review of consumer complaints as well as Ford's own recall.

65. Had Plaintiff, Class Members, and the consuming public known that the Class Vehicles would not be provided with properly functioning batteries they would not have purchased the Class Vehicles or would have paid less for them.

66. As a direct and proximate result of the foregoing, Plaintiff and the Class suffered and continue to suffer financial damage and injury, and are entitled to all damages, in addition to costs, interest, and fees, including attorneys' fees, as allowed by law.

67. Plaintiff suffered injury in that she purchased a Vehicle that is worthless. For all intents and purposes, Plaintiff's vehicle is now an unsafe vehicle with a notoriously defective Battery

68. Plaintiff also suffered economic loss in reference to the value of his vehicle. As a result of Ford's Recall, Plaintiff's Vehicle's resale value is now diminished. When Plaintiff intends to sell her Vehicle, the reputation of being a faulty vehicle will harm the resale value and place Plaintiff in a much worse bargaining position compared to if Defendants had properly manufactured, designed, produced, distributed, and advertised Class Vehicles with functioning Class Batteries.

69. Plaintiff has suffered damages in that Plaintiff has been inconvenienced by Ford's Recall and accompanying required repairs. As discussed above, Plaintiff will spend hours upon hours tending to Ford's recall. The Battery Defect prevented the Class Vehicles from being roadworthy and reliable. But for this defect, Plaintiff would not have had to spend hours upon hours of her life tending to this Recall.

**COUNT II**  
**VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT**  
**(15 U.S.C. § 2301 *ET SEQ.*)**  
**(On Behalf of Plaintiff and the Nationwide Class)**

70. Plaintiff repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

71. Plaintiff brings this Count individually and on behalf of the Class.

72. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by virtue of 28 U.S.C. §§ 1332 (a) and (d).

73. Plaintiff is a "consumer" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.* ("MMWA").

74. Ford is a “supplier” and “warrantor” within the meaning of the Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301(4)-(5).

75. The Class Vehicles are “consumer products” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

76. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

77. In its express written warranties, Ford expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects become apparent during the warranty period.

78. Ford’s warranties are written warranties within the meaning of the Magnuson Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles’ implied warranty of merchantability is covered by 15 U.S.C. § 2301(7).

79. With respect to Class members’ purchases of the Class Vehicles, the terms of Ford’s written warranties and implied warranty became part of the basis of the bargain between Ford and Plaintiff and other Class members.

80. Ford breached the implied warranty of merchantability. Without limitation, the Class Vehicles have a car battery that fails, as described above, which renders the Class Vehicles unmerchantable.

81. At the time of sale of each Class Vehicle, Ford and Camel Battery knew, should have known, or were reckless in not knowing of the Class Vehicles’ inability to perform as warranted because of the Battery Defect, but nonetheless failed to rectify the situation and/or disclose the Battery Defect.

82. The amount in controversy of Plaintiff’s individual claim exceeds the sum of \$25.

The amount in controversy in this action exceeds the sum of \$50,000, exclusive of costs and interest, computed on the basis of all claims to be determined in this lawsuit.

83. Plaintiff, individually and on behalf of the Class members, seeks all damages permitted by law, including diminution in value of their vehicles, in an amount to be proven at trial.

**COUNT III**  
**NEGLIGENT DESIGN DEFECT**  
**(On Behalf of Plaintiff and the Nationwide Class)**

84. Plaintiff repeats and realleges the allegations in the preceding paragraphs as if fully set forth herein.

85. Plaintiff brings this claim against Defendants on behalf of herself and the Class Members.

86. Defendants owed Plaintiff and the Class a duty to reasonably and safely design, manufacture, market, and sell the Class Vehicles and Class Batteries.

87. Defendants breached this duty as the design and manufacture of the Class Vehicles and Class Batteries were defective, which caused the cars to not be fit or suitable for their intended purposes.

88. Additionally, Defendants' defective design caused monetary damages to Plaintiff and the Class as the Class Vehicles now are worth less compared to the Class Vehicle's value prior to the existence of the Defect, given the notoriety of the Defect.

89. Defendants did not exercise due care in the production of the Class Vehicles or Class Batteries. The Battery defect can cause the Class Vehicles to stall and exposes them to danger on the roadway.

90. Plaintiff suffered injury through Defendants' conduct in that she suffered

economic loss and purchased a vehicle that is now worthless and unsafe.

91. Plaintiff also suffered economic loss in reference to the value of her vehicle. As a result of Ford's Recall, Plaintiff's Vehicle's resale value is now diminished. When Plaintiff intends to sell her Vehicle, the reputation of being a faulty vehicle will harm the resale value and place Plaintiff in a much worse bargaining position compared to if Defendants had properly manufactured, designed, produced, distributed, and advertised Class Vehicles and Class Batteries.

92. Plaintiff also suffered damages in that Plaintiff has spent hours, and will spend hours more, tending to Ford's Recall. Plaintiff has been greatly inconvenienced by the Recall.

93. The design of the Class Vehicles Class Batteries' defect is unacceptable as other vehicles produced by other companies and manufacturers equipped with other car batteries work properly and do not have this same defect. In fact, Ford has produced other vehicles for decades that do not have defects similar to the Class Vehicles.

94. Plaintiff's Class Vehicle is in virtually identical condition as to when it left Ford's factory.

95. Further evidence of the Class Vehicles poor quality is the workmanship when compared to industry norms for the lifespan of the defective parts of the Class Vehicles, as mentioned earlier.

**COUNT IV**  
**FRAUD BY OMISSION/CONCEALMENT**  
**(On Behalf of Plaintiff and the Multi-State Subclass,**  
**or alternatively the Nationwide Class)**

96. Plaintiffs repeat and re-allege all proceeding factual allegations above as if fully set forth herein.

97. Plaintiff brings this count on behalf of herself and the Class.

98. Defendants were aware of the Battery Defect within the Class Vehicles and Class

Batteries when the Class Vehicles were marketed and sold to Plaintiff and the other members of the Class.

99. Having been aware of the Battery Defect within the Class Vehicles and Class Batteries and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Battery Defect, Defendant had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

100. Defendants did not disclose the Battery Defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

101. For the reasons set forth above, the Battery Defect within the Class Vehicles and Class Batteries comprises material information with respect to the sale of the Class Vehicles.

102. In purchasing the Class Vehicles with the Class Batteries, Plaintiff and the other members of the Class reasonably relied on Defendants to disclose known material defects with respect to the Class Vehicles and Class Batteries.

103. Had Plaintiff and the other members of the Class known of the Battery Defect within the Class Vehicles and Class Batteries, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

104. Through their omissions regarding the Battery Defect within the Class Vehicles and Class Batteries, Defendants intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased or pay more for a Class Vehicle than they otherwise would have paid.

105. As a direct and proximate result of Defendants' omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class

Vehicles at all if the Battery Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

**COUNT V**  
**UNJUST ENRICHMENT**  
**(On Behalf of Plaintiff and the Illinois Class, or alternatively the Nationwide Class)**

106. Plaintiff repeats and re-alleges all proceeding factual allegations above as if fully set forth herein.

107. Plaintiff brings this count on behalf of herself and the Class.

108. Plaintiff, and the other members of the Class, conferred benefits on Defendants in the form of monies paid to purchase Ford's worthless Class Vehicles equipped with Camel Battery's defective battery.

109. Ford voluntarily accepted and retained this benefit. Likewise, it is believed that Camel Battery benefited from the sale of their defective batteries to Ford. Both Defendants had knowledge and appreciation of this benefit, which was conferred upon them by and at the expense of Plaintiff and the Class Members.

110. Because this benefit was obtained unlawfully, namely by selling and accepting compensation for the Class Vehicles and Class Batteries without providing properly function car batteries in the Class Vehicles, it would be unjust and inequitable for Defendants to retain the benefit without paying the value thereof.

111. The circumstances, as described herein, are such that it would be inequitable for Defendants to retain the ill-gotten benefit without paying the value thereof to Plaintiff and the Class Members.

112. Defendants manufactured, marketed, and sold the Class Vehicles under the guise of these Vehicles being safe and operable, without failure of fuel delivery systems. Instead, Defendants sold Vehicles that were/are deadly crash risks, given the defective battery issues.

113. Because Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiff and members of the Class is unjust and inequitable, Defendants must pay restitution to Plaintiff and members of the Class for its unjust enrichment, as ordered by the Court.

**COUNT VI**  
**NEGLIGENCE**

**(On Behalf of Plaintiff and the Illinois Class, or alternatively, the Nationwide Class)**

114. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

115. Plaintiff brings this count on behalf of herself and the Class.

116. Defendants caused Class Vehicles and Class Batteries to be sold, distributed, marketed, promoted, and/or used by Plaintiff and the Proposed Class.

117. At all times relevant to this litigation, Defendants had a duty to exercise reasonable care in the design, research, marketing, advertisement, supply, promotion, packaging, sale, and distribution of Class Vehicles equipped with Class Batteries, including the duty to take all reasonable steps necessary to provide effective and properly functioning car batteries in the Class Vehicles.

118. Defendants breached this duty by providing Class Vehicles with the Battery Defect. For decades, Ford has produced other vehicles without this Battery Defect, which is evidence that Ford did not exercise proper care in producing the Class Vehicles. Additionally, many other manufacturers produce vehicles with effective car batteries.

119. Accordingly, at all times relevant to this litigation, Defendants knew or, in the exercise of reasonable care, should have known that not providing a properly functioning car battery could cause or be associated with Plaintiff's and Class Members' injuries.

120. Defendants' alleged negligence included Selling and/or distributing the Class

Vehicles equipped with defective Class Batteries.

121. As a direct and proximate result of Defendants' negligence, Plaintiff and the Class have suffered and will continue to suffer actual monetary damages.

122. But for Defendants' negligent design, production, and marketing of Class Vehicles, Plaintiff and the Class would not be injured as they would not have purchased the worthless Class Vehicles.

123. Plaintiff's and Class Members' injuries were foreseeable as Ford had received complaints from Plaintiff and Class Members regarding failure to provide safely and effectively assembled vehicle parts in the Class Vehicles at the time of purchase of Defendants' Product.

124. Further, it is foreseeable that a vehicle with a defective car battery would be a dangerous vehicle to drive. It is also reasonably foreseeable that Ford's Recall would harm the resale value of the Class Vehicles.

125. As a result of Defendants' breach, Plaintiff and the Class were harmed in that they are now driving vehicles with defective car batteries given Defendants' confounding lack of due care in its design and product.

126. Plaintiff and the Class Members seek actual damages, attorney's fees, costs, and any other just and proper relief available.

127. Plaintiff suffered injury through Defendants' conduct in that she suffered economic loss and purchased a vehicle that is now worthless and unsafe.

128. Plaintiff also suffered economic loss in reference to the value of her vehicle. As a result of Defendants' Recall, Plaintiff's Vehicle's resale value is now diminished. When Plaintiff and the Class intend to sell their respective Class Vehicles, the reputation of being a faulty vehicle would harm the resale value, compared to if Defendants had properly manufactured, designed,

produced, distributed, and advertised Class Vehicles.

129. Plaintiff also suffered damages in that Plaintiff has spent hours, and will spend hours more, tending to Defendants' Recall. Plaintiff and the Class have been greatly inconvenienced by Defendants' Recall.

**COUNT VII**  
**Violation of the Illinois Consumer Fraud and Deceptive Practices Act**  
**815 ILCS § 505-1, *et seq.* (“ICFA”)**  
**(On Behalf of Plaintiff and the Illinois Subclass)**

130. Plaintiff repeats and re-alleges all proceeding factual allegations above as if fully set forth herein.

131. Plaintiff brings this cause of action on behalf of herself and the Illinois Sub-Class against Defendant.

132. Plaintiff and other Illinois Sub-class Members are persons within the context of the Illinois Consumer Fraud and Deceptive Trade Practices Act (“ICFA”), 815 ILCS § 505/1(e).

133. Defendants are “persons” within the context of the ICFA, 815 ILCS § 505/1(c).

134. At all times relevant hereto, Defendant were engaged in trade or commerce as defined under the ICFA, 815 ILCS § 505/1(f).

135. Plaintiff and the proposed Subclass members are “consumers” who purchased their vehicles and subsequently, the Class Batteries for personal, family, or household use within the meaning of the ICFA, 815 ILCS § 505/1(e).

136. The ICFA prohibits engaging in “unfair or deceptive acts or practices ... in the conduct of any trade or commerce....” ICFA, 815 ILCS § 505/2.

137. The ICFA prohibits any deceptive, unlawful, unfair, or fraudulent business acts or practices, including using deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact, or the use

or employment of any practice described in Section 2 of the Uniform Deceptive Trade Practices Act (“UDTPA”). 815 ILCS § 505/2.

138. Plaintiff and the other Illinois Subclass Members reasonably relied upon Defendants’ misrepresentations and omissions alleged herein regarding the Class Batteries, specifically regarding the safety and reliability of the batteries.

139. Defendants’ conduct, as described herein, took place within the State of Illinois and constitutes unfair or deceptive acts or practices in the course of trade and commerce, in violation of 815 ICFA § 505/1, *et seq.*

140. Defendants violated the ICFA by representing that the Noticed Products have characteristics or benefits that they do not have. 815 ILCS § 505/2; 815 ILCS § 510/2(7). Namely, the batteries were advertised to safely and reliably power the vehicle; because they cannot do this, they do not have the characteristic of safely and reliably powering the vehicle.

141. Defendants advertised the Class Batteries with the intent not to sell them as advertised, in violation of 815 ILCS § 505/2 and 815 ILCS § 510/2(9). Specifically, Defendants offered batteries that would safely and reliably power the vehicles; they do not.

142. Defendants engaged in fraudulent and/or deceptive conduct, which create a likelihood of confusion or misunderstanding in violation of 815 ILCS § 505/2; 815 ILCS § 510/2(3). Defendants notified consumers that if they participated in the recall, they could receive a free repair as to the battery’s software. But this fix does not guarantee that the problem, which includes unexpected stalling at low speeds or shutoff of electronic components, will not still occur. As a result, consumers have been left with a product that is worthless as it cannot be used.

143. Before placing the Class Batteries into the stream of commerce and into the hands of consumers, including Plaintiff and reasonable consumers, Defendants knew or should have

known that the Noticed Products had a serious defect, and were otherwise not able to safely or reliably function as intended, but Defendants omitted and concealed this material fact to consumers, including Plaintiff and Illinois Subclass members, by continuing to place the Class Batteries into the stream of commerce without any notice or disclosure of the material defect. This conduct is unfair under the ICFA.

144. Defendants chose to market the Class Batteries in this way to impact consumer choices and gain market share in the growing electric smoker market. They are aware that all consumers who purchased the vehicles and subsequently, the Class Batteries were exposed to and would be affected by their misrepresentations and omissions and would reasonably believe that the Class Batteries safely and reliably functioned, and that Defendants' marketing materials, including representations and omissions, were otherwise accurate. However, Defendant's representations are false and misleading because the Class Batteries contain a material defect, are not safe for use by its user, and do not function safely or reliably. This conduct is unfair under the ICFA.

145. Defendants then chose to remedy this material defect by providing consumers with a diagnosis and "software recalibration" that consumers must spend time and other resources to obtain.

146. Defendants intended that Plaintiff and each of the other Illinois Subclass members would reasonably rely upon the representations, misleading characterizations, and material omissions concerning the true nature of the Class Batteries and the repair kit.

147. Defendants' representations, concealment, omissions, and other deceptive and unfair conduct were likely to deceive and cause misunderstanding and/or cause Plaintiff and the other Illinois Subclass members to be deceived about the true nature of the Class Batteries.

148. Plaintiff and the Subclass Members have been damaged as a proximate result of Defendants' violations of the ICFA. They have suffered damages as a direct and proximate result of purchasing the Class Batteries.

149. As a direct and proximate result of Defendants' violations of the ICFA, as set forth above, Plaintiff and the Illinois Subclass members have suffered ascertainable losses of money caused by Defendants' representations and material omissions regarding the ability of the Class Batteries to function as intended.

150. Had they been aware of the true nature of the Class Batteries, Plaintiff and Illinois Subclass Members would have paid less for the Class Batteries or would not have purchased them.

151. Based on Defendant's unfair and/or deceptive acts or practices, Plaintiff and the Illinois Subclass members are entitled to relief, including restitution, actual damages, treble damages, punitive damages, costs, and attorney's fees, under 815 ILCS § 505/10a. Plaintiff and Illinois Subclass members are also entitled to injunctive relief, seeking an order enjoining Defendants' unfair and/or deceptive acts or practices.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of herself and members of the Class, requests that the Court enter judgment in their favor and against Defendants, awarding as follows:

- A. Certifying the Classes as proposed herein, designating Plaintiff as Class representative, and appointing undersigned counsel as Class Counsel;
- B. Declaring that Defendants are financially responsible for notifying the Proposed Class Members of the pendency of this action;
- C. Award all actual, general, special, incidental, statutory, and consequential

- damages to which Plaintiff and Class Members are entitled;
- D. Scheduling a trial by jury in this action;
- E. Awarding pre and post-judgment interest on any amounts awarded, as permitted by law;
- F. Costs including reasonable attorneys' fees, court costs, and other litigation expenses; and,
- G. Any other relief the Court may deem just and proper.

**JURY DEMAND**

Plaintiff, individually and on behalf of all those similarly situated, hereby requests a jury trial, pursuant to Federal Rule of Civil Procedure 38, on any and all claims so triable. demand a trial by jury of all claims in this Complaint so triable.

Date: March 19, 2025

Respectfully submitted,

*/s/ Kevin Laukaitis*

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Daniel Tomascik\*  
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*\*Pro Hac Vice Application Forthcoming*

*Attorney for Plaintiff and Putative Class Members*

The ILND 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

ERIKA ORTEGA, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Kendall County (Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

Kevin Laukaitis of Laukaitis Law LLC 954 Ave Ponce De Leon Suite 205 -#10518 San Juan, PR 00907 (215) 789-4462

DEFENDANTS

FORD MOTOR COMPANY, & CAMEL GROUP (USA) BATTERY, 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 (Check one box, only.)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question, 4 Diversity

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status.

IV. NATURE OF SUIT (Check one box, only.)

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

V. ORIGIN (Check 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, 6 Multidistrict 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.)

28 U.S. Code § 1332 Deceptive and Unsafe Vehicle Battery

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

CHECK Yes only if demanded in complaint: Jury Demand: Yes No

IX. RELATED CASE(S) IF ANY (See instructions):

Judge Case Number

X. Is this a previously dismissed or remanded case?

Yes No If yes, Case # Name of Judge

Date: March 19, 2025

Signature of Attorney of Record Kevin Laukaitis

## 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven 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 – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- 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. 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.
- VIII. 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.

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