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Attorneys for Defendant

Lippert Components, Inc.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION**

KRISTIE SHEETS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LIPPERT COMPONENTS, INC.,
FOREST RIVER, INC., TIMOTHY
DEMARTINI, individually and doing
business as and DEMARTINI RV SALES,
and DOES 1-10,

Defendants.

Case No.

**NOTICE OF REMOVAL BY DEFENDANT
LIPPERT COMPONENTS, INC.**

*(Removed from the Superior Court of California,
County of Nevada, Case No. CU020-084701)*

Complaint Filed: July 10, 2020

Complaint Served: July 22, 2020

Action Removed: August 21, 2020

1 TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF
2 RECORD:

3 PLEASE TAKE NOTICE THAT Defendant LIPPERT COMPONENTS, INC. (“LCI”)¹
4 hereby removes this action from the Superior Court of the State of California, County of Nevada,
5 to the United States District Court for the Eastern District of California, and in support thereof,
6 state as follows:

7 **STATEMENT OF THE CASE**

8 1. On July 10, 2020, Plaintiff Kristie Sheets (“Plaintiff”) filed a civil action in the
9 Superior Court of the State of California, for the County of Nevada, entitled *Kristie Sheets,*
10 *individually and on behalf of all others similarly situated, v. Lippert Components, Inc., Forest*
11 *River, Inc., Timothy DeMartini, individually and doing business as DeMartini RV Sales, and Does*
12 *1-10*, Case No. CU020-084701.

13 2. Plaintiff, on behalf of herself and the putative class, seeks recovery of alleged
14 damages, disgorgement, injunctive relief, attorneys’ fees and costs of litigation, and interest.
15 Plaintiff asserts two causes of action against all Defendants: (1) Violation of California Consumer
16 Legal Remedies Act, Civ. Code § 1750, *et seq.*, and (2) Violation of Unfair Competition Law, Bus.
17 & Prof. Code, § 17200, *et seq.* In addition, Plaintiff asserts a third cause of action against only
18 Defendant DeMartini RV Sales.

19 3. On July 22, 2020, LCI was served with the Summons and Complaint.

20 **THE REQUIREMENTS FOR REMOVAL**
21 **UNDER CAFA HAVE BEEN SATISFIED**

22 4. This Court has original jurisdiction of this action under the Class Action Fairness
23 Act (“CAFA”), codified in pertinent part at 28 U.S.C. § 1332(d)(2). “CAFA’s ‘provisions should
24 be read broadly, with a strong preference that interstate class actions should be heard in a federal
25 court if properly removed by any defendant.’” *Dart Cherokee Basin Operating Co., LLC v. Owens*,
26 574 U.S. 81, 89 (2014) (quoting S. Rep. No. 109-14, at 42 (2005)). As set forth below, this action
27

28 ¹ The other named Defendants in this action informed LCI that they intend to join in this Removal.

1 is properly removable pursuant to 28 U.S.C. §§ 1446 and 1453 because it is an alleged class action
 2 with an amount in controversy exceeding \$5,000,000 (exclusive of interests and costs), at least one
 3 putative class members is a citizen of a state different from at least one Defendant, and the putative
 4 class exceeds 100 members.

5 5. ***Class Action.*** This lawsuit is a class action as defined by 28 U.S.C. § 1332(d)(1)(B).
 6 CAFA defines a “class action” as “any civil action filed under Rule 23 of the Federal Rules of Civil
 7 Procedure or similar state statute or rule of judicial procedure authorizing an action to be brought
 8 by 1 or more representative persons as a class action.” *Id.* Plaintiff styles her Complaint as a
 9 “consumer protection class action.” (*See, e.g.,* Compl., ¶ 1).

10 6. ***Diversity of Citizenship.*** CAFA requires that “any member of a class of plaintiffs is
 11 a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A). LCI is a Delaware
 12 corporation with its principal places of business in Elkhart, Indiana, and the same was true at the
 13 time the Complaint was filed. (Compl., ¶ 24). Plaintiff is an individual citizen of California, and
 14 the putative class is brought, at least in part, on behalf of select California citizens. (*Id.*, ¶¶ 12, 52).
 15 Because at least one member of the putative class is a citizen of California, and at least one
 16 Defendant is not, the diversity requirement of 28 U.S.C. § 1332(d)(2) is satisfied.

17 7. ***Number of Proposed Class Members.*** CAFA requires that the aggregated number
 18 of members of all classes proposed in a complaint be at least 100. 28 U.S.C. § 1332(d)(5)(B).
 19 Plaintiff alleges that there are “thousands” of putative class members. (Compl., ¶ 55). Based on the
 20 scope of the three classes proposed by Plaintiff (*id.*, ¶ 52), LCI confirms that it sold over 100 LCI
 21 Axles for Forest River TRV vehicles sold during the applicable limitations period. (*See* Declaration
 22 of Pamela VanderMel (“VanderMel Decl.”), ¶ 3). Thus, the action satisfies the numerosity
 23 requirement of 28 U.S.C. § 1332(d)(5)(B).

24 8. ***Amount in Controversy.*** While LCI denies liability as to all of Plaintiff’s claims,
 25 and denies the appropriateness of the case proceeding as a class action, LCI has a reasonable and
 26 good faith belief that the amount in controversy exceeds \$5,000,000, exclusive of interest and costs.
 27 As required by law, all calculations in support of the amount in controversy analysis are based on
 28 the allegations in Plaintiff’s Complaint, and are not intended as an admission that any of the

1 allegations have merit. LCI reserves the right to contest the method by which Plaintiff intends to
2 calculate damages.

3 9. In calculating the amount in controversy under CAFA, the claims of the individual
4 members in a class action are aggregated to determine if the amount in controversy exceeds the
5 sum or value of \$5,000,000. 28 U.S.C. § 1332(d)(6). When, as here, damages are not specified in
6 the state court complaint, “a defendant’s notice of removal need include only a plausible allegation
7 that the amount in controversy exceeds the jurisdictional threshold.” *Owens*, 574 U.S. at 89. The
8 burden of establishing the jurisdictional threshold “is not ‘daunting,’ as courts recognize that under
9 this standard, a removing defendant is not obligated to ‘research, state, and prove the plaintiff’s
10 claims for damages.’” *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1204-05 (E.D. Cal.
11 2008) (citation omitted).

12 10. In one of the three classes proposed in the Complaint, Plaintiff seeks recovery on
13 behalf of: “All persons in the United States who purchased a Forest River TRV equipped with an
14 LCI Axle, within the applicable statute of limitations.” (Compl., ¶ 52). Plaintiff’s cause of action
15 for alleged violation of California’s Unfair Competition Law (the “UCL”) has a four-year statute
16 of limitations. Cal. Bus. & Prof. Code, § 17208. In other words, anyone in the United States who
17 purchased a Forest River TRV equipped with an LCI Axle since July 10, 2016 is a putative class
18 member. Plaintiff seeks disgorgement of all of monies obtained by Defendants for sales to this
19 proposed class during this period. (Compl., ¶ 88).

20 11. From January 1, 2015 – June 30, 2020, LCI sold over 30,000 LCI Axles for use in
21 Forest River “Surveyor” TRV vehicles. (VanderMel Decl., ¶ 3). The revenue received by LCI for
22 these sales exceeds \$4,800,000. (*Id.*).

23 12. But Plaintiff has not limited the proposed class definitions to the purchase of the
24 latest model available (i.e., a 2017 model Forest River “Surveyor” TRV purchased in July 2016),
25 or even a new (as opposed to a used) vehicle. (*See id.*, ¶ 52). Thus, the class definitions may include
26 a consumer who purchased as used 2007 model Forest River “Surveyor” TRV in July 2016 as
27 opposed to just those consumers who purchased new 2017 models like Plaintiff.

28 13. If the proposed classes are meant to include such used vehicle sales after July 10,

2016, the amount of “monies wrongfully obtained” for LCI’s alleged violation of the UCL, which Plaintiff seeks “to have [LCI] disgorge and restore to Plaintiff and the Class” (Compl., ¶ 88), is actually much higher than \$4,800,000. As a point of reference, if an additional 10 years of LCI Axles sold for use in Forest River “Surveyor” TRV vehicles by LCI were included, the disgorgement figure would be approximately \$8,000,000. (VanderMel Decl., ¶ 4).

14. An axle sold by LCI may be installed on a vehicle that will be put up for sale on a dealer lot in as quickly as 2-3 months from the date of sale of the axle. (VanderMel Decl., ¶ 5). But, even if the classes were limited to the newest model vehicle available for sale on dealer lots in July 2016 (it is not), such a limitation would likely reduce LCI’s revenue figure by less than \$500,000 because approximately half of the LCI Axles sold in 2015 would likely be in the new model vehicles sold on dealer lots beginning in 2016. (*Id.*).

15. Solely on the basis of the disgorgement component of the UCL against only LCI for only LCI Axles for use in Forest River “Surveyor” TRV vehicles, the amount in controversy requirement is met.

16. The Court should also consider the prospective disgorgement liability to the other Defendants, as well as the cost of complying with the injunctive relief sought by Plaintiff. *See Cohn v. Petsmart, Inc.*, 281 F.3d 837, 840 (9th Cir. 2002) (“In actions seeking declaratory or injunctive relief, it is well established that the amount in controversy is measured by the value of the object of the litigation.”) (quoting *Hunt v. Wash. State Apple Advert. Comm’n*, 432 U.S. 333, 347 (1977)).

17. With respect to the injunctive relief, Plaintiff seeks an injunction that would require “Defendants to repair, recall, or replace the Axles, or at a minimum, for Defendants to provide Plaintiff and members of the Classes with appropriate curative notice regarding the existence and cause of the design Defect.” (Compl., unnumbered Request for Relief, p. 16, ¶ B). The value of the requested injunction against LCI would not be “recovered” by Plaintiffs yet the value of such an injunction is part of the amount that has been put in controversy by the Complaint. *Hoang v. Supervalu Inc.*, 541 Fed.Appx. 747 (9th Cir. 2013) (citing, *Hunt, supra*, 432 U.S. at 347); *see also Berry v. Am. Exp. Pub., Corp.*, 381 F. Supp. 2d 1118, 1123-24 (C.D. Cal. 2005) (holding that the valuation of injunctive relief for purposes of establishing the CAFA amount in controversy

1 requirement can be measured either on the aggregate value of the class members' claim or on the
 2 costs to defendant in providing whatever relief is sought); *Tompkins v. Basic Research LLC*, No.
 3 S-08-244, 2008 WL 1808316, at *4 (E.D. Cal. Apr. 22, 2008) (amount in controversy thus should
 4 include the cost to comply with an injunction or Plaintiffs benefit from the injunction, depending
 5 upon whichever party stands to gain or lose a greater amount); *Anderson v. Seaworld Parks &*
 6 *Entm't, Inc.*, No. 15-CV-02172-JSW, 2015 WL 5612499 (N.D. Cal. Sept. 24, 2015) (denying
 7 remand after removal to federal court, holding that cost of compliance with the requested injunction
 8 exceeds \$5,000,000). Plaintiff alleges she "spent \$300 for the temporary repair patch required to
 9 tow the Subject TRV" (Compl., ¶ 20) and that all axles are "defective" (*id.*, ¶ 40). (*See also id.*, ¶¶
 10 42-44). As noted above, from January 1, 2015 through June 30, 2020, LCI sold over 30,000 LCI
 11 Axles for use in Forest River TRV vehicles. (VanderMel Decl., ¶ 3). Assuming the Complaint's
 12 allegations are true, were LCI ordered to repair the purportedly defective LCI Axles, the cost of
 13 complying with the injunctive relief would be \$9,000,000 (\$300 times 30,000 axles).

14 18. In addition, Plaintiff is seeking attorneys' fees (Compl., unnumbered Request for
 15 Relief, p. 16, ¶ D), which are also properly included in the amount in controversy calculation for
 16 purposes of CAFA. *See Fritsch v. Swift Transportation Co. of Arizona, LLC*, 899 F.3d 785, 793
 17 (9th Cir. 2018). The "court must include future attorneys' fees recoverable by statute or contract
 18 when assessing whether the amount-in-controversy requirement is met." *Id.* "When establishing
 19 whether the amount in controversy exceeds the jurisdictional threshold under CAFA, other courts
 20 have used the 25% benchmark when calculating attorneys' fees." *Rodriguez v. Cleansource, Inc.*,
 21 No. 14-CV-0789-L DHB, 2014 WL 3818304, *3-5 (S.D. Cal., Aug. 4, 2014), citing *Jasso v. Money*
 22 *Mart Exp., Inc.*, No. 11-CV-5500 YGR, 2012 WL 699465 (N.D. Cal. March 1, 2012); *Marshall v.*
 23 *G2 Secure Staff, LLC*, No. 2:14-CV-04322-ODW, 2014 WL 3506608 (C.D. Cal. July 14, 2014).
 24 This 25% benchmark should be used here.²

25 _____
 26 ² In other class actions involving *inter alia* claims for violation of the UCL, the two law firms that
 27 serve as counsel for Plaintiff Sheets have sought and obtained attorneys' fee awards of up to 33%
 28 of the settlement fund. *See, e.g., Walters v. Target Corp.*, No. 3:16-CV-1678-L-MDD, 2019 WL
 6696192, at *8 (S.D. Cal. Dec. 6, 2019) (noting that "[u]nder the Settlement Agreement, the Parties
 have agreed that Class Counsel can apply for an award from the Settlement not to exceed 30%
 (\$2,466,699) of the Settlement Value"); *Fernandez v. Altura Credit Union*, 40 Trials Digest 22d 9,

19. Plaintiff's request for attorneys' fees adds another \$1,200,000 to the amount in controversy calculation if the above-detailed revenue figures since 2015 are used (25% of \$4,800,000).

20. Although LCI denies Plaintiff's allegations that she or the putative class are entitled to any relief for the above-mentioned claims, based on the foregoing calculations, the total aggregate amount in controversy is at least \$6,000,000, including attorneys' fees.

21. Accordingly, because diversity of citizenship exists, and the amount in controversy exceeds \$5,000,000, this Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2). This action is therefore a proper one for removal to this Court pursuant to 28 U.S.C. §1441(a).

THE PROCEDURAL REQUIREMENTS FOR REMOVAL ARE SATISFIED

22. The Superior Court of the State of California, County of Nevada, is located in the Eastern District of California, Sacramento Division. This Notice of Removal is therefore properly filed in this Court pursuant to 28 U.S.C. § 1446(a).

23. LCI was served with a copy of the Complaint on July 22, 2020, and timely files this Notice of Removal within thirty days of service. *See* 28 U.S.C. § 1446(b); Fed. R. Civ. P. 6(a)(1).

24. LCI has further complied with 28 U.S.C. §§ 1446(a) and (d). Pursuant to 28 U.S.C. §1446(a), true and correct copies of all process, pleadings, or orders served upon LCI are attached collectively hereto as Exhibit A. Counsel for LCI certifies that a copy of this Notice of Removal will be filed with the Clerk of the Superior Court of the State of California, County of Nevada, and will serve notice of same on counsel for Plaintiff in accordance with 28 U.S.C. § 1446(d).

WHEREFORE, for the reasons stated herein, LCI prays that this action be removed to this Court; that all further proceedings in the state court be stayed; and that LCI obtain all additional

2018 WL 9782597 (Cal. Super.) (attorneys' fee award of \$463,333 and \$35,000 in litigation costs in case where \$1,390,000 was awarded to putative class); *Hernandez v. Logix Federal Credit Union*, 31 Trials Digest 21st 15, 2018 WL 3656163 (Cal. Super.) (attorneys' fee award of \$374,373 and award of \$20,916 in litigation costs when \$1,142,783 was awarded to putative class under settlement); *Lewis v. Green Dot Corp.*, No. CV163557FMOAGR, 2017 WL 4785978, at *1 (C.D. Cal. June 12, 2017) (granting motion for preliminary approval of settlement which awarded minimum payment of \$1,500,000 to putative class and stating that class action defendants will not oppose an application for an award of attorneys' fees and costs in the amount of \$750,000).

relief to which it is entitled.

Dated: August 21, 2020

HALEY & BILHEIMER

By: /s/ John G. Bilheimer
John G. Bilheimer

Attorney for Defendant
Lippert Components, Inc.

Exhibit A

Exhibit A

ATTORNEY OR PARTY WITHOUT AN ATTORNEY (name, address, phone and fax number)		For Court Use Only FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF NEVADA JUL 10 2020 JASON B. GALKIN EXECUTIVE OFFICER & CLERK By: T. RUIZ, Deputy Clerk
BAR NO.: ATTORNEY FOR (name): Superior Court of California, County of Nevada 201 Church Street, Suite 5 Nevada City, CA 95959		
PLAINTIFF: KRISTIE SHEET		
DEFENDANT: LIPPERT COMPONENTS, INC.		
NOTICE OF CASE MANAGEMENT CONFERENCE AND ASSIGNMENT OF JUDICIAL OFFICER		CASE NUMBER CU20-084701

NOTICE is given that the within action has been assigned for all purposes to the **HONORABLE THOMAS M. ANDERSON** and that a Case Management Conference has been scheduled as follows:

Date: 12/07/2020	Time: 9:00 a.m.	Dept. 6	Rm: 3 rd Floor
Location: Nevada County Courthouse, 201 Church Street, Nevada City, CA 95959 <i>The hearing set in this notice does not eliminate your obligation to file a response to the complaint as specified on the summons. Failure to do so may result in a default judgment.</i>			

- You must file and serve a completed Case Management Statement form CM-110 **AT LEAST FIFTEEN DAYS** before the case management conference (California Rule of Court 3.725). Strict compliance with California Rules of Court 3.110 required.
- You must be familiar with the case and be fully prepared to participate effectively in the case management conference.
- At the case management conference the court may make pretrial orders, including the following:
 - o Orders establishing discovery schedules and exchange of expert witness information;
 - o Referral to judicial arbitration or other alternate dispute resolution with a date of completion;
 - o Orders setting subsequent conferences and the trial date;
 - o Other orders in furtherance of the Trial Court Delay Reduction Act (Gov. Code §68600 *et seq.*);
- Should the parties comply with California Rules of Court 3.110 and timely file their Case Management Statement, appearance at the case management conference may be waived.
- The court will issue a proposed order on Thursday before the conference. The proposed order will be posted and available under the link "Tentative Rulings" on the court's web site (www.nccourt.net). For further instructions and information see the Case Management Information Sheet.
- A copy of this Notice must be served on each party with the complaint or other initial pleading, including each new party brought in by way of cross-complaint, complaint in intervention, or other initial pleading.

Dated: 7/10/2020

by 
 Court Services Assistant
 T. Ruiz

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: LIPPERT COMPONENTS, INC., a Delaware
(**AVISO AL DEMANDADO**): Corporation; FOREST RIVER, INC., an Indiana
Corporation; TIMOTHY DEMARTINI, individually and doing business as
DEMARTINI RV SALES; and DOES 1-10,

YOU ARE BEING SUED BY PLAINTIFF: KRISTIE SHEETS, individually and on
(**LO ESTÁ DEMANDANDO EL DEMANDANTE**): behalf of all others similarly
situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF NEVADA

JUL 10 2020

JASON B. GALKIN
EXECUTIVE OFFICER & CLERK
By: T. RUIZ, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of Nevada
201 Church Street

Nevada City, California 95959

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

KALIEL PLLC - Jeffrey D. Kalier (CA Bar No. 238293)

1875 Connecticut Ave. NW 10th Fl, Washington, D.C. 20009

MCCUNE WRIGHT AREVALO-Richard D. McCune (CA #132124)

3281 E. Guasti Rd. #100, Ontario, CA 91761 (202) 350-4783

DATE:

(Fecha) 7/10/2020

Clerk, by

(Secretario) *TRM*

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

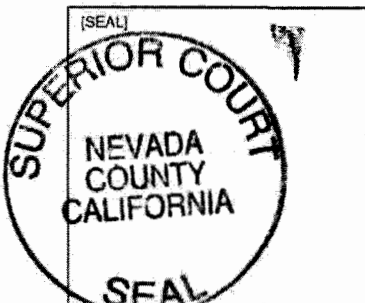
☐ other (specify):

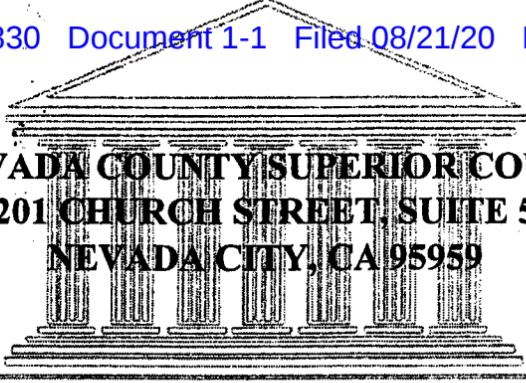
☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):





NEVADA COUNTY SUPERIOR COURT
201 CHURCH STREET, SUITE 5
NEVADA CITY, CA 95959

NEVADA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION INFORMATION SHEET

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interest of the parties that they participate in alternatives to traditional litigation, including arbitration or mediation. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration and settlement conferences, among other forms.

What are the advantages of choosing ADR instead of litigation?

- **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- **ADR can save money.** Attorneys' fees, court costs, and expert fees can be reduced or avoided altogether.
- **ADR provides more participation.** Parties have more opportunities with ADR to express their interest and concerns, instead of focusing exclusively on legal rights.
- **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- **ADR can reduce stress.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

- **Mediation** is an informal, confidential process in which a neutral party (the mediator) assists the parties in understanding their own interests, the interests of the other parties, and the practical and legal realities they all face. The mediator then helps the parties to explore options and arrive at a mutual acceptable resolution of the dispute. The mediator does not decide the dispute, the parties do.

Mediation may be appropriate when:

- The parties want a non- adversary procedure;
- The parties have a continuing business or personal relationship;
- Communication problems are interfering with a resolution;
- There is an emotional element involved;
- The parties are interested in an injunction, consent decree, or other form of equitable relief.

- **Arbitration** is normally an informal process in which the neutral (the arbitrator) decides the dispute after hearing the evidence and arguments of the parties. The parties can agree to binding or non-binding arbitration. Binding arbitration is designed to give the parties a resolution of their dispute when they cannot agree between themselves or with a mediator. If the arbitration is non-binding, any party can reject the arbitrator's decision and request a trial.

Arbitration may be appropriate when:

- The action is for personal injury, property damage, or breach of contract;
- Only monetary damages are sought;
- Witness testimony, under oath, is desired;
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration).

ADR PROCEDURES FOR THE NEVADA COUNTY SUPERIOR COURT

1. Upon filing a complaint, the plaintiff will receive this information sheet from the Superior Court Clerk. **Plaintiff is expected to include this information sheet at the time of service of the complaint on the defendant.**
2. All parties to the dispute may voluntarily agree to take the matter to an ADR process. A stipulation is attached. Parties choose and contact their own ADR provider. **The court has a binder containing resumes of mediators with both specialized training and experience. This binder is available from the Superior Court Clerk, Law Library and Arbitration Administrator. It is also available on line – [Http://courts.co. Nevada.ca.us/](http://courts.co.nevada.ca.us/).**
3. An initial Case Management Conference will be scheduled within 120 days of filing the Complaint. **An original Case Management Conference Statement must be filed with the clerk no later than 15 days before the scheduled Case Management Conference.** The assigned Judge will strongly encourage all parties and their counsel to consider and utilize ADR procedures.
4. **If the parties voluntarily agree to ADR, the parties will be required to sign a Stipulation and Order to ADR.** The parties may contact an ADR Provider or review the ADR Binder (see item 2 above) for information on providers or arrange to speak with the Arbitration Administrator (530) 265-1380.
5. Any ADR services shall be paid for by the parties pursuant to a separate ADR fee agreement. The Judge or Arbitration Administrator may screen appropriate cases for a pro bono/modest means referral when a party is income eligible.
6. The court asks for your cooperation in completing the Mandatory ADR Information Form and return to the court within 10 days of completion of the process. The form is attached or is available on line, www.nevadacountycourts.com.

Information: To request forms, or for more information contact, Arbitration Administrator, 201 Church Street, Nevada City, CA 95959. (530) 265-1380 or fax to (530) 478-5748.

ATTORNEY OR PARTY WITHOUT AN ATTORNEY (name, state bar number, and address)	For Court Use Only
TELEPHONE NO: FAX NO: ATTORNEY FOR (name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF NEVADA 201 Church Street, Suite 5 Nevada City, CA 95959	
Plaintiff/ Petitioner: Defendant/ Respondent:	
STIPULATION AND ORDER TO PARTICIPATE IN ADR	Case Number

Pursuant to California Rules of Court §3.221, all parties stipulate to participate in mediation of this case. Any ADR Services shall be paid for by the parties pursuant to a separate ADR Fee Agreement.

The parties further stipulate:

☐ That _____ be appointed as the mediator.

Address:

City, State, Zip:

Phone Number:

☐ That the court appoint a mediator.

It is understood that the ADR Information Form must be submitted by the parties and counsel at the conclusion of the case. Attorney(s) signing on behalf of their client(s) have been given the authority to stipulate to mediation.

Date _____ Type or Print Name _____ Signature of Party or Attorney for Party _____

 Date Type or Print Name Signature of Party or Attorney for Party

 Date Type or Print Name Signature of Party or Attorney for Party

 Date Type or Print Name Signature of Party or Attorney for Party

APPROVED:

DATED:

JUDGE OF THE SUPERIOR COURT

NAME OF COURT:

ADR Information Form

*This form should be filled out and returned,
within 10 days of the resolution of the dispute, to:*

Nevada County Superior Court
201 Church Street, Suite 5
Nevada City, CA 95959

1. Case name: _____ No. _____
 2. Type of civil case: ☐ PI/PD-Auto ☐ PI/PD-Other ☐ Contract ☐ Other (specify): _____
 3. Date complaint filed _____ Date case resolved _____
 4. Date of ADR conference _____ 5. Number of parties _____
 6. Amount in controversy ☐ \$0-\$25,000 ☐ \$25,000-\$50,000 ☐ \$50,000-\$100,000 ☐ over \$100,000 (specify): _____
 7. ☐ Plaintiff's Attorney ☐ Cross Complainant's Attorney 8. ☐ Defendant's Attorney ☐ Cross Defendant's Attorney
- | | |
|------------------------|------------------------|
| NAME _____ | NAME _____ |
| ADDRESS _____ | ADDRESS _____ |
| TELEPHONE NUMBER _____ | TELEPHONE NUMBER _____ |
9. Please indicate your relationship to the case:

<input type="checkbox"/> Plaintiff	<input type="checkbox"/> Plaintiff's attorney	<input type="checkbox"/> Defendant	<input type="checkbox"/> Defendant's attorney
<input type="checkbox"/> 3rd party defendant	<input type="checkbox"/> 3rd party defendant's attorney	<input type="checkbox"/> Other (specify): _____	
 10. Dispute resolution process:

<input type="checkbox"/> Mediation	<input type="checkbox"/> Arbitration	<input type="checkbox"/> Neutral case evolution	<input type="checkbox"/> Other (specify): _____
------------------------------------	--------------------------------------	---	---
 11. How was case resolved?

a. <input type="checkbox"/> As a direct result of the ADR process.	b. <input type="checkbox"/> As an indirect result of the ADR process.	c. <input type="checkbox"/> Resolution was unrelated to ADR process.
--	---	--
 12. Check the closest dollar amount that you estimate you saved (attorneys fees, expert witness fees, and other costs) by using this dispute resolution process compared to resolving this case through litigation, whether by settlement or trial.

<input type="checkbox"/> \$0	<input type="checkbox"/> \$250	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> \$1,000	<input type="checkbox"/> more than \$1,000 (specify): \$ _____
------------------------------	--------------------------------	--------------------------------	--------------------------------	----------------------------------	--
 13. If the dispute resolution process caused a net increase in your costs in this case, check the closest dollar amount of the additional cost:

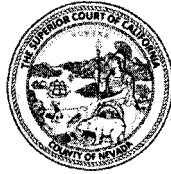
<input type="checkbox"/> \$0	<input type="checkbox"/> \$250	<input type="checkbox"/> \$500	<input type="checkbox"/> \$750	<input type="checkbox"/> \$1,000	<input type="checkbox"/> more than \$1,000 (specify): \$ _____
------------------------------	--------------------------------	--------------------------------	--------------------------------	----------------------------------	--
 14. Check the closest number of court days that you estimate the court saved (motions, hearings, conferences, trial, etc.) as a result of this case being referred to this dispute resolution process:

<input type="checkbox"/> 0	<input type="checkbox"/> 1 day	<input type="checkbox"/> more than 1 day (specify): _____
----------------------------	--------------------------------	---
 15. If the dispute resolution process caused a net increase in court time for this case, check the closest number of additional court days:

<input type="checkbox"/> 0	<input type="checkbox"/> 1 day	<input type="checkbox"/> more than 1 day (specify): _____
----------------------------	--------------------------------	---
 16. Would you be willing to consider using this dispute resolution process again? ☐ Yes ☐ No

SUPERIOR COURT OF THE STATE OF CALIFORNIA

County of Nevada



**201 Church Street, Suite 5
Nevada City, CA 95959
(530) 265-1293**

CASE MANAGEMENT INFORMATION SHEET

PURSUANT TO CALIFORNIA RULE OF COURT 3.720 et seq

- The clerk will set a date for the Case Management Conference at the time the complaint is filed.
- The complaint and cross-complaint are to be filed and served pursuant to California Rule of Court 3.110, along with a copy of the Notice of Case Management Conference and the attached blank copy of the Case Management Statement.
- At least fifteen calendar days prior to the scheduled Case Management Conference each party shall file with the court and serve on all parties a completed Case Management Statement. Failure to timely file Case Management Conference Statement pursuant to California Rules of Court will result in sanctions.

APPEARANCE AT CASE MANAGEMENT CONFERENCE:

- Based on the information provided in the Case Management Conference Statement the court will post a proposed Case Management Conference Order to counsel, or parties appearing without counsel, containing a trial, pre-trial and settlement conference date. The proposed order may also contain a referral to ADR (Alternative Dispute Resolution).
- The proposed order will indicate whether appearance at the Case Management Conference is required or the procedure for appearance if counsel or party wishes to modify the contents of the proposed order.
- The Case Management Conference will be called on the scheduled date. The proposed order issued by the court in those cases in which counsel or party did not appear or request argument will be deemed approved and will be adopted by the court.
- The proposed order will be posted on the website, www.nccourt.net. If you do not have access to the Internet, you may contact the clerk's office at (530) 265-1293 the Friday before the scheduled conference to obtain the contents of the proposed order. Otherwise, you must appear at the Case Management Conference either in person or via telephone through VCourt. To schedule your telephonic appearance, go to the Online Services tab on the court's homepage and click on the Telephonic Appearances link.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
CASE MANAGEMENT STATEMENT (Check one): <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)	
CASE NUMBER: _____	
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court (if different from the address above): _____ <input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): _____	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties (answer one):**
 - a. ☐ This statement is submitted by party (name):
 - b. ☐ This statement is submitted jointly by parties (names):
2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
 - a. The complaint was filed on (date):
 - b. ☐ The cross-complaint, if any, was filed on (date):
3. **Service (to be answered by plaintiffs and cross-complainants only)**
 - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. ☐ The following parties named in the complaint or cross-complaint
 - (1) ☐ have not been served (specify names and explain why not):
 - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
 - (3) ☐ have had a default entered against them (specify names):
 - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
4. **Description of case**
 - a. Type of case in ☐ complaint ☐ cross-complaint (Describe, including causes of action):

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**

- a. The party or parties request ☐ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**

- a. ☐ The trial has been set for *(date)*:
b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:
c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:

7. **Estimated length of trial**

The party or parties estimate that the trial will take *(check one)*:

- a. ☐ days *(specify number)*:
b. ☐ hours (short causes) *(specify)*:

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:

- a. Attorney:
b. Firm:
c. Address:
d. Telephone number:
e. E-mail address:
f. Fax number:
g. Party represented:

☐ Additional representation is described in Attachment 8.

9. **Preference**

☐ This case is entitled to preference *(specify code section)*:

10. **Alternative dispute resolution (ADR)**

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.
- (1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
- (2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.
- b. **Referral to judicial arbitration or civil action mediation (if available).**
- (1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
- (2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
- (3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (<i>specify</i>):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.
- (1) Name of case:
- (2) Name of court:
- (3) Case number:
- (4) Status:
- ☐ Additional cases are described in Attachment 13a.
- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. ☐ The party or parties have completed all discovery.
- b. ☐ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
--------------	--------------------	-------------

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed *(if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case)*:

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference *(specify)*:

19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court *(if not, explain)*:
- b. ☐ After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following *(specify)*:

20. Total number of pages attached *(if any)*: _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: _____

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

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Tel: (909) 557-1250
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*Attorneys for Plaintiff and
Proposed Class Counsel*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF NEVADA

JUL 10 2020

JASON B. GALKIN
EXECUTIVE OFFICER & CLERK
By: T. RUIZ, Deputy Clerk

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF NEVADA**

KRISTIE SHEETS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LIPPERT COMPONENTS, INC., a
Delaware Corporation; FOREST RIVER,
INC., an Indiana Corporation; TIMOTHY
DEMARTINI, individually and doing
business as DEMARTINI RV SALES; and
DOES 1-10,

Defendants.

Case No: C020-084701

CLASS ACTION COMPLAINT

1. Violation of the California Consumer Legal Remedies Act, Civ. Code, § 1750, et seq.
2. Violation of California Unfair Competition Law, Bus. & Prof. Code, § 17200, et seq.
3. Breach of the Implied Warranty of Merchantability, Com. Code, § 2314

JURY TRIAL DEMANDED

Plaintiff Kristie Sheets ("Plaintiff") brings this putative class action lawsuit against Defendants Lippert Components, Inc. ("LCI"), Forest River, Inc. ("Forest River"), and Timothy DeMartini, DBA

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*Attorneys for Plaintiff and
Proposed Class Counsel*

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF NEVADA**

KRISTIE SHEETS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LIPPERT COMPONENTS, INC., a
Delaware Corporation; FOREST RIVER,
INC., an Indiana Corporation; TIMOTHY
DEMARTINI, individually and doing
business as DEMARTINI RV SALES; and
DOES 1-10,

Defendants.

Case No:

CLASS ACTION COMPLAINT

1. Violation of the California Consumer Legal Remedies Act, Civ. Code, § 1750, et seq.
2. Violation of California Unfair Competition Law, Bus. & Prof. Code, § 17200, et seq.
3. Breach of the Implied Warranty of Merchantability, Com. Code, § 2314

JURY TRIAL DEMANDED

Plaintiff Kristie Sheets ("Plaintiff") brings this putative class action lawsuit against Defendants Lippert Components, Inc. ("LCI"), Forest River, Inc. ("Forest River"), and Timothy DeMartini, DBA

DeMartini RV Sales (“DeMartini” or “DeMartini RVs”) (collectively, “Defendants”), individually and on behalf of all others similarly situated, and alleges the following based upon personal knowledge as to Plaintiff’s acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by Plaintiff’s attorneys:

NATURE OF THE ACTION

1. This consumer protection class action arises out of LCI’s design, manufacture, and distribution of defectively-designed axles (the “Axles”) installed in towable recreational vehicles (“TRVs”) throughout the nation, including the Forest River Surveyor TRVs manufactured by Forest River and sold by DeMartini.

2. LCI touts itself as the leading manufacturer and supplier of components in the recreational vehicle industries throughout North America and represents that its Axles are “reliable” and created by “state-of-the-art robotic welders [to] ensure the highest precision and quality on every component.”¹ LCI promises that “every component” meets “high standards” through “rigorous testing.”²

3. In reality, however, the Axles are neither “reliable” nor “state-of-the-art.” Instead, these shoddy Axles contain a defect impeding their structural integrity and causing the frames of the TRVs in which they are used to prematurely fail at a high rate (the “Axle Defect” or “Defect”). The Axle Defect results in irreparable damage to the frame, rendering temporary repairs futile and diminishing each TRV’s overall functionality and value.

4. Plaintiff, and many consumers like her, have all experienced the same defect—the breaking of the Axle—after normal use of their TRVs. But despite numerous consumer complaints, Defendants have not publicly acknowledged the Axle Defect much less attempted to fix it.

5. The defective Axles unnecessarily expose consumers to safety risks and result in financial damage through the cost of repair and loss of value and use.

6. Reasonable consumers, including Plaintiff, would not have purchased their TRVs had they known about the Axle Defect.

¹ See Lippert Components Products, RV, Towable Axles, located at <https://www.lci1.com/about> (last accessed July 8, 2020).

² *Id.*

PARTIES

Plaintiff

12. Plaintiff Kristie Sheets is a citizen of the State of California, and, at all times relevant to this action, resided in Sonoma County, California.

13. In or around June 29, 2017, Plaintiff purchased a new 2018 Forest River “Surveyor” TRV (the “Subject TRV”) from DeMartini, located in Grass Valley, California, for \$35,000. Forest River manufactured the Subject TRV using an axle manufactured and distributed by LCI.

14. At all relevant times, Plaintiff towed the Subject TRV under normal conditions.

15. In or around July 19, 2019, while Plaintiff and her husband were on a road trip passing through Modesto, a city in California’s Central Valley, Plaintiff noticed an odd smell similar to that of hot brakes emanating from the Subject TRV. By the time they arrived at their destination in Temecula, a city several hours away in Southern California, they observed that the shackle had broken off the frame, causing the frame to ride directly on top of the tire.

16. Plaintiff called for an emergency welder to arrive on site and weld the frame back together so that she and her husband could tow the Subject TRV back to their Northern California home.

17. The welder informed Plaintiff that the frame’s integrity had been irreparably damaged and therefore, he could not recommend a permanent patch to repair the Axle.

18. Plaintiff subsequently spoke with a handful of repair shops, all of which similarly confirmed that the Subject TRV frame’s structural integrity had been compromised and therefore, repair was not advisable.

19. Since the time of the manifestation of the Axle Defect, Plaintiff contacted DeMartini RVs and Forest River Inc. on three to four occasions to complain of the Defect in the Subject TRV, and request compensation for the loss of value resulting from the Defect. DeMartini RVs and Forest River repeatedly denied the existence of the Defect in the Subject TRV and asserted that there was no applicable warranty to cover Plaintiff’s damages.

20. Plaintiff spent \$300 for the temporary repair patch required to tow the Subject TRV home.

21. Upon information and belief, Plaintiff estimates that the Subject TRV had approximately 10,000 miles when the Axle broke.

22. Plaintiff has suffered an ascertainable loss as a result of Defendants' omissions and misrepresentations associated with the Axle Defect, including but not limited to out-of-pocket loss associated with the temporary repair, as well as the diminished value of the Subject TRV occasioned by the Defect.

23. Defendants, nor any of their agents or other representatives, informed Plaintiff of the Axle Defect's existence, nor the Axle's inferior manufacture and/or design prior to Plaintiff's purchase of the Subject TRV.

Defendants

24. Defendant LCI is a Delaware corporation with its principal place of business located in Elkhart, Indiana. LCI is a wholly-owned subsidiary of LCI Industries.

25. Defendant LCI is authorized to conduct and conducts substantial business in the State of California, including, operating chassis manufacturing plants at 335 South Spruce Street, Rialto, California, and 3333 Casitas Avenue, Los Angeles, California.

26. Defendant LCI is a leading TRV component manufacturer. LCI manufactures and distributes its TRV frames to hundreds of different TRV manufacturers, including Defendant Forest River, in California and throughout the United States.

27. Defendant Forest River, a Berkshire Hathaway company, is a widely-recognized manufacturer of RVs, cargo and utility trailers, pontoon boats, and buses, and has intercompany divisions reflecting several different TRV brands including, but not limited to Coachmen, Dynamax, Forest River, Palomino, Prime Time, Shasta, and East to West.

28. Defendant Forest River is an Indiana corporation with its principal place of business located in Elkhart, Indiana.

29. Defendant Forest River is authorized to conduct and conducts substantial business in the State of California, including, operating a chassis manufacturing plant at 255 South Pepper Avenue, Rialto, California.

1 vehicles and adjacent industries.”³ Reporting \$2.5 billion in sales for 2018, LCI is an international
2 leader in this industry.⁴

3 36. LCI sells TRV components such as steel chassis, axles and suspension solutions, slide-
4 out mechanisms, electric and hydraulic stabilizer and leveling systems, awnings and awning accessories,
5 navigation systems, kitchen and bath products, and more.⁵

6 37. Of particular importance, LCI acclaims itself as a leading supplier of axles for TRVs.⁶ At
7 the end of 2018, approximately 64% of LCI’s OEM Segment net sales were derived from components
8 for travel trailers and fifth-wheel TRVs, including axles.⁷

9 38. LCI’s website indicates it offers “a full line of reliable spring, torsion and heavy-duty 10-
10 12K capacity axles” created by “robotic welders [to] ensure the highest precision on our spindles, spring
11 seats, torsion arms and torsion brackets.”⁸

12 39. As of January 1, 2017, LCI offers “industry leading limited axle warranty” of 1-, 6-, and
13 11-years depending on the type of axle.⁹

14 40. LCI touts that its Axles are superior-grade, created with “state-of-art manufacturing
15 equipment” and by “experienced axle professionals” to “ensure that every component meets . . .
16 [Defendant’s] high standards through rigorous testing.”¹⁰

17 41. In reality, however, the Axles are defective. Upon information and belief, the Axles are
18 defective because they impede the frame’s structural integrity and cause the frame to break and
19

20 ³ LCI Industries, 2018 Annual Report, p. 2 located at
21 https://s24.q4cdn.com/983662463/files/doc_financials/annual/LCII-2018-Annual-Report.pdf (last
22 accessed July 8, 2020).

23 ⁴ *Id.*, p. 5.

24 ⁵ *Id.*, p. 3.

25 ⁶ LCI Industries, Form 10-K Report 2018, p. 8, located at
26 https://s24.q4cdn.com/983662463/files/doc_financials/annual/LCII-2018-Annual-Report.pdf (last
27 accessed July 8, 2020).

28 ⁷ *Id.*, p. 26.

⁸ Lippert Components, Inc., RV Axle Solutions, located at <https://images.salsify.com/image/upload/s--B5xcsHo4--/pz53iepne5871ucw5whx> (last accessed July 8, 2020).

⁹ Lippert Components Axle Warranty Sheet, located at <https://images.salsify.com/image/upload/s--PAObOkpm--/www8ci9outwd3be5xutd> (last accessed July 8, 2020).

¹⁰ Lippert Components Products, RV, Towable Axles, located at <https://www.lci1.com/axles> (last accessed July 8, 2020).

1 prematurely fail at a high rate. Moreover, upon information and belief, the Axle Defect lends to
2 irreparable damage of the frame, rendering temporary repairs futile, diminishing the overall functionality
3 and value of the TRV, and exposing consumers to unnecessary safety risks.

4 42. Upon information and belief, the Axle Defect results from Defendants' use of cheap steel
5 and other materials, and/or poor welding.

6 43. In Plaintiff's case, the Axle's shackle broke off the frame, causing the frame to ride on
7 top of the tire and damage the TRV. However, as detailed below, consumers have experienced a variety
8 of different malfunctions related to the Axle's structural integrity, or lack thereof.

9 44. Each and every Defendant had a duty to disclose this Defect based on their knowledge of
10 the Defect.

11 **Complaints by Other Class Members**

12 45. Plaintiff's experience is not an isolated incident. Upon information and belief,
13 Defendants have been put on notice of the Axle Defect since at least 2010 via consumer complaints
14 published on internet blogs, forums, and other websites. These complaints indicate that TRV owners and
15 enthusiasts have regularly criticized the quality, reliability, and functionality of the Axles.

16 46. The specific details of how the Axles falter varies factually among consumers, but each
17 scenario indicates that the problem stems from the defective Axles.

18 47. By way of example, the Better Business Bureau ("BBB") reflects consumer complaints
19 regarding the failure of LCI frames in TRVs manufactured by several different brands such as Diamond
20 Cargo Trailer, Keystone Montana 5th Wheeler, Dutchman Denali, Heartland, Cedar Creek, Cardinal,
21 Coachmen, Alpenlite, etc.¹¹

22 48. Reported issues related to the Axles include, but are not limited to, Axles breaking at the
23 spindle, breaking at the shackle weld, wheels falling off, the frame splitting under the TRV's slide out,
24 cracks, bad-welding, over-flexing and general cracking and breaking of the frame.¹²

25 49. Moreover, several complaints lodged with the National Highway Traffic Safety
26

27 ¹¹ Better Business Bureau, Lippert Components Inc. Complaints, located at
28 <https://www.bbb.org/us/in/south-bend/profile/rv-equipment/lippert-components-inc-0352-2030801/complaints> (last accessed July 8, 2020).

¹² See *id.*

Administration (“NHTSA”) reveal similar, if not the same, concerns and further indicate that the Axles pose an excessive and unwarranted safety risk to consumers. The complaints submitted to NHTSA via its website are attached hereto as Exhibit A. These complaints also include two complaints submitted in association with the 2017 Forest River “Surveyor,” the exact same TRV make and model Plaintiff purchased.

50. Historically, LCI has issued recalls in 2006, 2010, and 2015 regarding Axle failures that were determined likely to result in a possible crash. (*See* Exhibit B.)

51. Upon information and belief, at all relevant times alleged herein, Defendants had in their possession, custody, and/or control, all relevant information concerning the Axle Defect.

CLASS ALLEGATIONS

52. Plaintiff, pursuant to Federal Rules of Civil Procedure, Rules 23(b)(2) and 23(b)(3), brings this action on behalf of the following classes (collectively the “Class”):

California Class

All persons who, in the State of California, purchased a Forest River TRV equipped with an LCI Axle, within the applicable statute of limitations.

Nationwide Class

All persons in the United States who purchased a Forest River TRV equipped with an LCI Axle, within the applicable statute of limitations.

California Implied Warranty Subclass

All persons who, in the State of California, purchased from DeMartini RV Sales a Forest River TRV equipped with an LCI Axle, within the applicable statute of limitations.

53. Each Class shall exclude Defendants, their parents, subsidiaries, affiliates, officers, and directors, all persons who make a timely election to be excluded from the Class, the judge to whom this case is assigned and any immediate family members thereof, and those who assert claims for personal injury.

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

1 55. **Numerosity**: The members of the Class are so numerous that individual joinder of all
2 Class members is impracticable. While the exact number and identities of individual members of the
3 Class are unknown at this time, such information being obtainable by Plaintiff only through the
4 discovery process, Plaintiff believes that thousands of Axles were installed and used in Forest River
5 TRVs sold throughout California and the United States.

6 56. **Existence and Predominance of Common Questions of Law and Fact**: This action
7 involves common questions of law and fact, which predominate over any questions affecting individual
8 Class members, including, without limitation:

- 9 (a) Whether the Axles contain a design, workmanship/manufacturing, or material
10 defect;
- 11 (b) Whether the Defect causes the Axles to fail prematurely, creating a dangerous
12 safety hazard;
- 13 (c) Whether Defendants knowingly failed to disclose the existence and cause of the
14 Defect;
- 15 (d) Whether Defendants' conduct violates California statutes and other claims
16 asserted herein;
- 17 (e) Whether as a result of Defendants' omissions and misrepresentations of material
18 facts related to the Defect, Plaintiff and members of the Class have suffered
19 ascertainable loss of monies, property, or value; and
- 20 (f) Whether Plaintiff and the members of the Class are entitled to monetary damages
21 or other remedies and, if so, the nature of such relief.

22 57. **Typicality**: All of Plaintiff's claims are typical of the claims of the Class because she
23 purchased a TRV that contained a defective Axle, as did each member of the Class. Furthermore,
24 Plaintiff and all members of the Class sustained monetary and economic injuries including, but not
25 limited to, ascertainable loss arising out of Defendants' wrongful conduct. Plaintiff is advancing the
26 same claims and legal theories on behalf of herself and all absent Class members.

27 58. **Adequacy**: Plaintiff is an adequate representative of the Class because Plaintiff's interests
28 do not conflict with the interests of the other Class members Plaintiff seeks to represent; Plaintiff has

1 retained counsel competent and experienced in complex commercial and class action litigation; and
2 Plaintiff intends to prosecute this action vigorously. The interests of the Class members will be fairly
3 and adequately protected by Plaintiff and her counsel.

4 59. **Superiority:** A class action is superior to any other available means for the fair and
5 efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the
6 management of this class action. The damages or other financial detriment suffered by Plaintiff and the
7 other Class members are relatively small compared to the burden and expense that would be required to
8 individually litigate her claims against Defendants, so it would be impracticable for Class members to
9 individually seek redress for Defendant's wrongful conduct. Even if Class members could afford
10 individual litigation, the court system could not. Individualized litigation creates a potential for
11 inconsistent or contradictory judgments and increases the delay and expense to all parties and the court
12 system. By contrast, the class action device presents far fewer management difficulties, and provides the
13 benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

14 **CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **California's Consumer Legal Remedies Act ("CLRA"), Civ. Code, § 1770, *et seq.***

17 **(Against All Defendants)**

18 60. Plaintiff and the Class repeat and reallege the preceding allegations contained in every
19 preceding paragraph as if fully set forth herein.

20 61. The Consumer Legal Remedies Act ("CLRA") was enacted to protect consumers against
21 unfair and deceptive business practices. The CLRA applies to Defendants' acts and practices because
22 the Act covers transactions involving the sale of goods to consumers.

23 62. Plaintiff and the members of the Class are "consumers" within the meaning of section
24 1761(d) of the California Civil Code, and they engaged in "transactions" within the meaning of sections
25 1761(e) and 1770 of the California Civil Code, including the purchases of the TRV using the Axle as a
26 component part.

27 63. Defendants are "persons" under Civil Code section 1761(c).

28 64. The TRVs and Axles are "goods" under Civil Code section 1761(a).

1 65. Defendants' unfair and deceptive business practices were intended to and did result in the
2 sale of the TRV using the Axle as a component part.

3 66. Defendants violated the CLRA by engaging in the following unfair and deceptive acts
4 and practices:

- 5 • Representing that [the products have] . . . characteristics, . . . uses [or] benefits
6 . . . which [they do] not have (Civ. Code, § 1770(a)(5).)
- 7 • Representing that [the products are] of a particular standard, quality or
8 grade . . . if [they are] of another. (Civ. Code, § 1770(a)(7).)
- 9 • Advertising goods or services with intent not to sell them as advertised. (Civ.
10 Code, § 1770(a)(9).)

11 67. Defendants violated, and continue to violate, Civil Code section 1770(a)(5) by
12 representing that the TRVs and Axles have characteristics, uses, benefits, and qualities which they do
13 not. Specifically, Defendants represent that the TRVs and Axles are safe, usable, and defect-free when
14 in reality, they contain the Axle Defect.

15 68. Defendants violated, and continue to violate, Civil Code section 1770(a)(7) by
16 representing that the TRVs and Axles are of a particular standard quality or grade, when they are of
17 another. Specifically, Defendants represent that the TRVs and Axles are safe, usable, and defect-free
18 when, in reality, they contain the Axle Defect.

19 69. Defendants violated, and continue to violate, Civil Code section 1770(a)(9) by
20 representing that the TRVs and Axles are safe, usable, and defect-free with the intent to sell Axles that
21 contain the Axle Defect, causing premature failure of the Axle's structural integrity.

22 70. Defendants violated, and continue to violate, the CLRA by representing through its
23 marketing that the Axles are of high standard, quality grade, and defect-free, when they know or should
24 know of the Axle Defect, and therefore, those representations are unsubstantiated, false, and misleading.

25 71. If Plaintiff and the Class had known that the Axles were in fact not safe, usable, reliable,
26 and defect-free as advertised, they would not have purchased the TRV containing the Axle.

27 72. As a direct and proximate result of Defendants' conduct, Plaintiff and the Class suffered
28 injury and damages in an amount to be determined at trial.

73. On information and belief, Defendants' actions were willful, wanton, and fraudulent.

74. On information and belief, officers, directors, or managing agents of Defendants authorized the use of misleading statements about the Axles.

75. Plaintiff has concurrently filed the declaration of venue required by Civil Code § 1780(d) with this complaint.

76. On July 9, 2020, Plaintiff, through counsel, sent a CLRA demand letter to Defendants that provided notice of Defendants' CLRA violation and demanded that Defendants correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and deceptive practices complained of herein. The letter also stated that if Defendants refused to do so, Plaintiff would file a complaint seeking damages in accordance with the CLRA. If Defendants do not respond to Plaintiff's letter or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice pursuant to section 1782, Plaintiff will amend her complaint to seek actual, punitive, and statutory damages, as appropriate against Defendants.

SECOND CAUSE OF ACTION

California's Unfair Competition Law ("UCL"), Bus. & Prof. Code, § 17200, *et seq.*

(Against All Defendants)

77. Plaintiff and the Class repeat and reallege the allegations contained in every preceding paragraph as if fully set forth herein.

78. The UCL defines "unfair business competition" to include any "unlawful, unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising. (Bus. & Prof. Code, § 17200.)

79. Defendants violated the UCL by failing to disclose and intentionally concealing from consumers that the Axle contained a design defect that would cause it to fail prematurely and result in irreparable damage. Moreover, Defendants made material misrepresentations that misled consumers about the functionality and safety of the Axles.

"Unfair" Prong

80. A business act or practice is "unfair" under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, and

1 that unfairness is determined by weighing the reasons, justifications, and motives of the practice against
2 the gravity of the harm to the alleged victims.

3 81. Defendants' conduct constitutes an "unfair" business practice because, as alleged,
4 Defendants failed to disclose and actively concealed that the Axles contained a design defect that caused
5 it to prematurely fail.

6 82. Defendants' conduct harms the interests of consumers in that it exposes them to great
7 safety risks and fails to provide the functionality that consumers come to expect in purchasing the
8 product. There is no valid justification or utility for Defendants' conduct.

9 ***"Fraudulent" Prong***

10 83. A business act or practice is "fraudulent" under the UCL if it is likely to deceive
11 members of the consuming public.

12 84. Generally, conduct that violates the CLRA equally violates the "fraudulent" prong under
13 the UCL.

14 85. Defendants engaged in a fraudulent business practice by failing to disclose and
15 intentionally concealed the known design defect of the Axles. Such practice is devoid of utility and
16 outweighed by the gravity of harm to Plaintiff and the Class who lost money or property by paying for
17 the product.

18 ***"Unlawful" Prong***

19 86. A business act or practice is "unlawful" under the UCL if it violates any other law or
20 regulation.

21 87. Defendants' actions, as alleged herein, constitute illegal and unlawful practices
22 committed in violation of the Consumer Legal Remedies Act, Civ. Code, § 1750, *et seq.*, (the "CLRA").
23 Particularly, Defendants' conduct as alleged above violates sections 1770(a)(5), 1770(a)(7), and
24 1770(a)(9) of the CLRA.

25 88. Each of Defendants' unfair, fraudulent, and unlawful practices enumerated above was the
26 direct and proximate cause of financial injury to Plaintiff and the Class. Defendants have unjustly
27 benefitted as a result of its wrongful conduct. Plaintiff and the Class are accordingly entitled to have
28 Defendants disgorge and restore to Plaintiff and the Class all monies wrongfully obtained by Defendants

as a result of the conduct as alleged herein, and for other injunctive relief as appropriate.

THIRD CAUSE OF ACTION

Breach of Implied Warranty of Merchantability

Com. Code, § 2314

(Against Defendant DeMartini RV Sales)

89. Plaintiff and the Class repeat and reallege the allegations contained in every preceding paragraph as if fully set forth herein.

90. Defendant DeMartini is a “merchant” as that term is defined under California Uniform Commercial Code (the “UCC”) section 2104(1).

91. The TRV and Axle are “goods” as that term is defined under California UCC section 2105(1).

92. With the sale of the TRV and its component Axle, Defendant DeMartini impliedly warranted that the Axles were of merchantable quality.

93. However, the TRV and its component Axle are not of merchantable quality due to the Axle Defect which causes premature failure, poses an unreasonable risk to drivers and public safety, and leads to repair expenses (even if at all feasible), costly and inconvenient maintenance, and risk of serious injury. Therefore, the Axles are not fit for their purposes of providing structural, functional support of the TRV, and therefore do not provide reliable and safe transportation.

94. The Axles are not of the same quality as those generally acceptable in the trade and/or was not fit for the ordinary purpose for which such goods are used.

95. After suffering the harm alleged herein, Plaintiff—through three or four separate conversations—provided notice to Defendant DeMartini within a reasonable time of the complained-of conduct. As such, Plaintiff provided Defendant DeMartini a reasonable opportunity to cure their breach of the implied warranty but DeMartini explicitly represented that damages resulting from the Defect contained in the Subject TRV were not covered by any applicable warranty. Thus, providing Defendant DeMartini any additional opportunities to cure their breach of the implied warranty before filing this suit would have been futile.

96. As a direct and proximate result of Defendant DeMartini’s breach of implied warranty,

1 Plaintiff and the other members of the California Implied Warranty Subclass bought TRVs that they
2 otherwise would not have, did not receive the benefit of their bargain, and their TRVs suffered a
3 diminution in value.

4 97. Plaintiff and the Class is entitled to damages in an amount to be proven at the time of
5 trial.

6 98. Therefore, Plaintiff and the Class pray for the relief as set forth below.

7 **REQUEST FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of the other members of the proposed
9 Classes, respectfully request that the Court enter judgment in Plaintiff's favor and against Defendants as
10 follows:

- 11 A. Declaring that this action is a proper class action, certifying the Classes as
12 requested herein, designating Plaintiff as Class Representatives and appointing the
13 undersigned counsel as Class Counsel;
- 14 B. Ordering injunctive relief as permitted by law or equity, including requiring
15 Defendants to repair, recall, or replace the Axles, or at a minimum, for
16 Defendants to provide Plaintiff and members of the Classes with appropriate
17 curative notice regarding the existence and cause of the design Defect;
- 18 C. Ordering all damages to which Plaintiff and the members of the Classes are
19 entitled, but award only restitution and injunctive relief, pursuant to Count I,
20 under the CLRA, Civil Code, § 1780, at this time;
- 21 D. Ordering Defendants to pay attorneys' fees and litigation costs to Plaintiff and the
22 other members of the Class;
- 23 E. Ordering Defendants to pay both pre- and post-judgment interest on any amounts
24 awarded; and
- 25 F. Ordering such other and further relief as may be just and proper.

26 Dated: July 9, 2020

MCCUNE WRIGHT AREVALO LLP

27 By: 
28

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Attorneys for Plaintiff and the Putative Class

JURY DEMAND

Plaintiff, on behalf of herself and the Class, demands a trial by jury on all issues so triable.

Dated: July 9, 2020

MCCUNE WRIGHT AREVALO LLP

By: 
David C. Wright (CA Bar No. 177468)

EXHIBIT A

COMPLAINTS**RECALLS****INVESTIGATIONS****MANUFACTURER COMMUNICATIONS**

5 Complaints for LIPPERT 3500 (AXLE)

FILTER COMPLAINTS BY AFFECTED COMPONENTS

All (5)

ENGINE AND ENGINE COOLING (1)

EQUIPMENT (5)

STRUCTURE (1)

SUSPENSION (2)

TIRES (1)

October 30, 2018

NHTSA ID NUMBER: 11144031

Components: EQUIPMENT

March 20, 2011

NHTSA ID NUMBER: 10392262

Components: EQUIPMENT, ENGINE AND ENGINE COOLING

August 18, 2010

NHTSA ID NUMBER: 10350396

Components: SUSPENSION, EQUIPMENT

NHTSA ID Number: 10350396

Incident Date August 4, 2010

Consumer Location MECHANICSBURG, PA

Vehicle Identification Number 4X4TCKU26AK****

Summary of Complaint

CRASH	No	CASE #[XXX], SUBMITTED 8-17-2010. 2010 FOREST RIVER INC, CHEROKEE GREY WOLF MODEL 19RR. U BOLTS CAME LOOSE ON BOTH AXLES ALLOWING AXLES TO MOVE OFF OF THEIR LOCATING PIN ON LEAF SPRINGS. THE WHEELS SHIFTED RIGHT ALLOWING BOTH RIGHT
FIRE	No	
INJURIES	0	

DEATHS

Case 2:20-cv-00830 Document 1 Filed 02/11/20 Page 35 of 60

TIRES TO RUB ON INNER WHEEL WELL. THE CONDITION WAS DISCOVERED WHEN THE CAMPER WAS RETURNED TO THE DEALER FOR UNUSUAL TIRE WEAR AND CRACKING IN THE TIRE THREADS. THE CAMPER PURCHASED NEW ON MAY 15, 2010 AND THE CONDITION NOTED ON AUG.4, 2010 WHILE EXAMINING THE TIRES. THE DEALER HAS BEEN VERY RESPONSIVE AND FILED WARRANTY CLAIMS WITH BOTH FOREST RIVER INC. AND LIPPERT COMPONENTS INC. THE AXEL ASSEMBLY MANUFACTURER. BOTH HAVE BEEN UNRESPONSIVE TO DATE. THIS IS AN ON GOING PROBLEM WITH FOREST RIVER CAMPERS. I SHARED THE INFORMATION CONTAINED IN ODI REPORTS 10284710, 10225758 AND 10284602 WITH THE SERVICE MANAGER MAX YOUNG, WHO CONFIRMED UPON READING THE REPORTS, THAT THIS IS THE IDENTICAL PROBLEM. HE SAID LIPPERT COMPONENTS SUPPLIES THE AXLES AS SUBASSEMBLIES, WITH THE U BOLTS ALREADY INSTALLED TO FOREST RIVER. THEREFORE FOREST RIVER DOES NOT WANT TO ACCEPT RESPONSIBILITY. IT SEEMS LIKELY THAT THE U- BOLTS ARE EITHER OVERLOADED OR MATERIALLY DEFECTIVE FOR THE INSTALLATION AND APPEAR TO BE STRETCHING AND ALLOWING THE NUTS TO ROTATE. THE RESULT IS THEN THE AXLES SHIFT OUT OF POSITION. THIS CAMPER HAS APPROX. 5500 MILES OF USE IN THE 4 MONTHS OWNED. IT WAS GENTLY TOWED AND NOT ABUSED. *TR

2 Affected Products ▾

Vehicle

MAKE	MODEL	YEAR
FOREST RIVER	WORK AND PLAY	2010

Equipment

BRAND	PART NO.	PRODUCTION DATES
LIPPERT	3500 (AXLE)	

☐ Request Research (Services fees apply)

May 14, 2010

NHTSA ID NUMBER: 10330488



NHTSA ID Number: 10330488

Incident Date May 5, 2010

Consumer Location BASTROP, TX

Vehicle Identification Number N/A

Summary of Complaint

CRASH	No	2004 WILDCAT FOREST RIVER 5TH WHEEL TRAVEL TRAILER
FIRE	No	<p>IN GETTING PREPARED FOR A TIP, NOTICED CRACKS IN THE 5TH WHEEL HITCH AREA, [ODI NOTE: BASED ON CONVERSATION WITH OWNER, SUBSEQUENT INSPECTION FOUND THAT SCREWS WERE MISSING OR HAD FALLEN OUT; NOT A PIN BOX ISSUE] TOOK TO DEALERSHIP, CAMPER CLINIC IN BUDA TEXAS.....DEALERSHIP INFORMS ME THAT FRAMING HAS COME LOOSE FROM WALLS, CORRECTION WILL BE TO WELD IN NEW ANGLE AIR AND REINFORCE AND THEN REINSTALL.....FOR A TOTAL COST OF \$2374.14</p> <p>TURNED INTO INSURANCE CO, INS CO SAYS NOT COVERED THAT THIS IS A MFG DEFECT AND TO HAVE MFG CORRECT</p> <p>FOREST RIVER HAS INSTRUCTED DEALERSHIP TO REPLACE SCREWS IN FRONT AND PUT LONGER SCREWS ON THE SIDES AND HOPE IT HELPS.</p> <p>I AM UNDERSTANDING THAT THE MFG OF THE FRAME, LIPPERT IS WELL AWARE OF FRAME FLEX ISSUES ON TRAVEL TRAILERS, AND AWARE OF MAJOR PIN BOX FAILURES, BUT THEY FAIL TO REPAIR THESE ISSUES AND ALLOW THESE TRAILERS TO CONTINUE TO OPERATE ON THE OPEN HWY. APPARENTLY IF YOU LOOK UP IN THE PIN BOX YOU WILL BE ABLE TO LOOK AT THE HITCH POINTS AND SPOT ANY CRACKS. APPARENTLY LIPPERT IF AWARE OF THE CRACKS/BAD WELDS THAT CAN BE FOUND AT THE KING PIN ATTACH POINT BUT WILLNOT REPAIR. NEITHER FOREST RIVER OR LIPPERT IS OFFERING TO PAY FOR THIS DANGEROUS SITUATION. *TR</p>
INJURIES	0	
DEATHS	0	

2 Affected Products ▾

Equipment

BRAND	PART NO.	PRODUCTION DATES
-------	----------	------------------

BRAND	PART NO.	PRODUCTION DATES
LIPPERT	3500 (AXLE)	

Vehicle

MAKE	MODEL	YEAR
WILDCAT	510	2004

 **Request Research** (Services fees apply)

November 12, 2008

NHTSA ID NUMBER: 10248611

Components: TIRES, EQUIPMENT, SUSPENSION

NHTSA ID Number: 10248611

Incident Date June 1, 2008

Consumer Location AUSTIN, TX

Vehicle Identification Number 4X4TPUD2X8P****

Summary of Complaint

CRASH	No	AUGUST 2006 I PURCHASED A 28-FOOT TRAVEL TRAILER FROM MY LOCAL DEALER IN HELENA MONTANA. THE TRAVEL TRAILER IS MANUFACTURED BY FOREST RIVER.
FIRE	No	
INJURIES	0	
DEATHS	0	IN THE BARELY 14 MONTHS I HAVE OWNED THE TRAVEL TRAILER, THE TIRES HAVE BEEN REPLACED ONCE AND ARE AGAIN IN NEED OF REPLACEMENT. (LESS THAN 5,000 MILES.) AN AXLE HAS ALSO BEEN REPLACED. I BELIEVE THIS VEHICLE IS UNSAFE TO OPERATE AS IT WAS BUILT WITH DEFECTIVE OR UNDER-RATED PARTS. THE MANUFACTURER REFUSES TO ACKNOWLEDGE THIS AND ONLY WANTS TO REPLACE THE TIRES YET AGAIN. I AM CONCERNED THAT THE CONTINUED USE OF THIS TRAVEL TRAILER POSES A SIGNIFICANT HAZARD TO THE SAFETY OF MYSELF AND FELLOW MOTORISTS. I WOULD LIKE TO REQUEST AN INVESTIGATION AND SUGGESTION FOR RESOLUTION. *TR

COMPLAINTS**RECALLS****INVESTIGATIONS****MANUFACTURER COMMUNICATIONS**

1 Complaints

for LIPPERT 5200 (AXLE)

FILTER COMPLAINTS BY AFFECTED COMPONENTS

All (1)

EQUIPMENT (1)

June 27, 2016

NHTSA ID NUMBER: 10876853

Components: EQUIPMENT

NHTSA ID Number: 10876853

Incident Date June 13, 2016

Consumer Location HOT SPRINGS, AR

Vehicle Identification Number N/A


Summary of Complaint

CRASH	No	2014 GRAND DESIGN 303 RLS 5TH WHEEL TRAILER BEING TOWED BY A 2014 RAM 2500 6.7L DIESEL TRUCK. IN AUGUST OF 2015, WE EXPERIENCED GREASE STREAKS ON THE WHEELS OF OUR 5TH WHEEL WHILE TRAVELING. WE MADE AN APPOINTMENT AT THE LIPPERT SERVICE CENTER IN NORTHERN INDIANA, AND THEY INSPECTED THE BRAKES AND AXLE BEARINGS STATING THEY DIDN'T SEE ANY PROBLEM. THE 5TH SAT IN AN ENCLOSED STORAGE FACILITY FROM SEPTEMBER 2015 UNTIL MAY 2016, WHEN WE LEFT ON A TRIP. I HAD BEEN LOOKING FOR ANY SIGN OF GREASE ON THE WHEELS DURING THE TRIP, AND PRIOR TO LEAVING WE ALSO INSTALLED A SET OF TIRE MINDERS ON THE VALVE STEMS OF THE TRAILER SO WE COULD MONITOR TIRE PRESSURE AND TIRE TEMPERATURE. ON JUNE 13TH, AFTER ENTERING ALBERTA CANADA THE PREVIOUS DAY AND STAYING IN LETHBRIDGE, ALBERTA, WE PACKED UP AND WERE TRAVELING TO RED DEER, ALBERTA TO VISIT A RELATIVE. ABOUT 5 MILES OUT OF CLAREHOLM, ALBERTA (ONE HOUR), WE WERE FLAGGED OVER BY A
FIRE	Yes	
INJURIES	0	
DEATHS	0	

OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO [HTTP://WWW.SAFERCAR.GOV](http://www.safercar.gov).

2 Affected Products ▾

2 Associated Documents ▾

 **Request Research** (Services fees apply)

Recently Searched

LIPPERT 6000 (AXLE)



IMAGE NOT AVAILABLE

LIPPERT 5200 (AXLE)



IMAGE NOT AVAILABLE

LIPPERT 4000 (AXLE)

COMPLAINTS**RECALLS****INVESTIGATIONS****MANUFACTURER COMMUNICATIONS**

4 Complaints

for LIPPERT 7000LB BRAKE AXLE

FILTER COMPLAINTS BY AFFECTED COMPONENTS

All (4)

EQUIPMENT (4)

POWER TRAIN (1)

SUSPENSION (1)

October 17, 2017

NHTSA ID NUMBER: 11033987

Components: EQUIPMENT

October 14, 2017

NHTSA ID NUMBER: 11033341

Components: SUSPENSION, EQUIPMENT

October 2, 2017

NHTSA ID NUMBER: 11030836

Components: EQUIPMENT

October 16, 2012

NHTSA ID NUMBER: 10480773

Components: EQUIPMENT, POWER TRAIN**NHTSA ID Number:** 10480773**Incident Date** October 4, 2012**Consumer Location** KINGSPORT, TN**Vehicle Identification Number** 1KB311U229W****

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CRASH	No	LIPPERT AXLE SYSTEM
FIRE	No	AXLE MODEL NV-173547
INJURIES	0	
DEATHS	0	AXLE RATING 7000 LBS.

CONTRARY TO A LOT OF MISINFORMATION OUT THERE, THE LIPPERT SBS WHEEL/BEARINGS ARE NOT NEV-R- LUBE (SIMILAR BUT WITH SOME CRITICAL DIFFERENCES). ALSO THIS IS NOT THE KODIAK DISK BRAKE SYSTEM, IT IS THE DRUM BRAKE SYSTEM (THE ONLY THING KODIAK IS THE DUST CAP). IF YOU HAVE THE LIPPERT SBS (SEALED BEARING SYSTEM) YOU WILL HAVE BEARING FAILURE; THE ONLY QUESTION IS WHEN! THE MAIN PROBLEM IS NOT CHINESE BEARINGS (ALTHOUGH I AM SURE THAT DOESN'T HELP). IT IS A SERIOUSLY FLAWED DESIGN.

THE BEARING WASHER DISTORTS TO A CONICAL SHAPE BY THE FORCES GENERATED WHILE RUNNING AND MANEUVERING. YOU CAN KEEP THE TORQUE CHECKED, BUT AFTER ABOUT 7000 MILES 100 SHARP TURNING MANEUVERS, THE BEARING WASHER IS SO DISTORTED INTO A CONICAL SHAPE THAT THE WASHER BOTTOMS OUT ON THE AXLE SHOULDER AND NO LONGER PROVIDES THE BEARING PRE-LOAD THAT IS REQUIRED. I HAVE HAD ONE BEARING FAILURE AND ANOTHER ON THE WAY, I HAVE RETORQUED THESE, BUT THEY NEVER STAY TIGHT, MY FIFTH WHEEL CAMPER WEIGHS ALMOST 13,000 POUNDS, THE WEIGHT IS STRESSING THE LARGE WASHER BEHIND THE AXLE NUT CAUSING THE AXLE NUT TO SPIN LOOSE, THIS COULD CAUSE AN ACCIDENT EVEN SOMEONE SERIOUSLY HURT OR KILLED. *TR 11/14/12 *CN UPDATED 11/14/2012 *JS

2 Affected Products ▾**1 Associated Document** ▾

☐ **Request Research** (Services fees apply)

Recently Searched

COMPLAINTS**RECALLS****INVESTIGATIONS****MANUFACTURER COMMUNICATIONS**

3 Complaints for LIPPERT COMPONENTS

FILTER COMPLAINTS BY AFFECTED COMPONENTS

All (3)

EQUIPMENT (3)

June 13, 2019

NHTSA ID NUMBER: 11219680

Components: EQUIPMENT**NHTSA ID Number:** 11219680**Incident Date** June 7, 2019**Consumer Location** LEWISTOWN, MT**Vehicle Identification Number** N/A

Summary of Complaint

CRASH	Yes	WE WERE GOING CAMPING WITH OUR 2017 SOLAIRE RV BY PALOMINO ON A LIPPERT FRAME. I HAD BOUGHT IT NEW IN 2017 BUT THIS WAS THE FIRST CAMPING TRIP WITH IT. WE HAD SLOWED DOWN TO TURN INTO A GAS STATION WHEN SUDDENLY THE FRONT OF THE CAMPER TRAILER SLAMMED INTO THE HIGHWAY. WE PULLED INTO THE EXIT OF THE GAS STATION AND FOUND THAT THE FRAME ON THE TRAILER BROKE AND THE NOSE OF THE CAMPER WAS ON THE GROUND. WE HAD IT HAULED BACK INTO OUR TOWN AND WHEN WE ASSESSED THE DAMAGE ON THE FRAME WE FOUND MULTIPLE WELDS THAT DID NOT EVEN PENETRATE THE METAL AND THEN WELDS THAT WENT COMPLETELY THROUGH THE METAL THEREBY WEAKENING THE METAL. THANKFULLY WE WERE GOING SLOW WHEN THE FAILURE OCCURRED. IF WE HAD BEEN GOING AT HIGHWAY SPEEDS, WE LIKELY WOULD HAVE BEEN MAIMED IF NOT KILLED. WE HAVE ATTEMPTED TO
FIRE	No	
INJURIES	0	
DEATHS	0	

Case 2:20-cv-00690 Document 1-1 Filed 08/21/20 Page 45 of 60

CONTACT BOTH THE DEALERSHIP WHERE I BOUGHT THE TRAILER AND THE COMPANY THAT MADE THE TRAILER BUT AS OF THIS TIME, NO ONE HAS GOTTEN BACK TO US.

1 Affected Product ▾

☐ **Request Research** (Services fees apply)

August 13, 2018

NHTSA ID NUMBER: 11119773

Components: EQUIPMENT

NHTSA ID Number: 11119773

Incident Date June 30, 2018

Consumer Location Unknown

Vehicle Identification Number N/A

Summary of Complaint

CRASH	No	INADEQUATE LEAF SPRINGS ON KEYSTONE HIDEOUT RV
FIRE	No	WHILE TRAVELLING AT HIGHWAY SPEED THE LEAF SPRING ON MY
INJURIES	0	2017 KEYSTONE HIDEOUT 175 LHS TRAVEL TRAVEL FAILED. IT
DEATHS	0	SNAPPED CAUSING A SERIOUS SAFETY CONCERN WHICH COULD HAVE LED TO CATASTROPHIC DAMAGE, LOSS OF CONTROL AND POSSIBLE FATALITIES.

THE RV WAS NEARLY EMPTY AND WELL BELOW THE GVWR OF THE TRAILER.

UPON TAKING IT A SPECIALTY SUSPENSION SHOP, THE EXPERTS FELT THE FACTORY INSTALLED LEAF SPRINGS WERE INADEQUATE FOR THE SIZE AND WEIGHT OF TRAILER.

I FEEL KEYSTONE AND AND THOR INDUSTRIES ARE CUTTING SAFETY CORNERS TO MAKE A BETTER PROFIT. ACCOUNTANTS AND NOT ENGINEERS ARE MAKING SAFETY DECISIONS.

OLD PART IS NOT AVAILABLE, BUT A TRIP TO ANY RV DEALER WITH KEYSTONE HIDEOUTS WILL REVEAL THE ISSUE,.

THE REPLACEMENT SPRINGS I PUT ON GREATLY ENHANCED THE RIDE

QUALITY STABILITY AND THEREFORE SAFETY OF THE TRAVEL
Case 2:20-cv-00830 Document 1-1 Filed 08/13/20 Page 44 of 60
TRAILER.

THOR AND KEYSTONE SHOULD NOT BE PERMITTED TO JEOPARDIZE
ROAD SAFETY IN THE UNITED STATES JUST TO SAVE A FEW DOLLARS.

1 Affected Product ▾

☐ Request Research (Services fees apply)

July 31, 2017

NHTSA ID NUMBER: 11011746

Components: EQUIPMENT

NHTSA ID Number: 11011746

Incident Date May 4, 2017

Consumer Location PARISH, NY

Vehicle Identification Number N/A

Summary of Complaint

CRASH	No	TL* THE CONTACT OWNS A 2014 DODGE RAM 3500 EQUIPPED WITH A
FIRE	No	2015 LIPPERT FIFTH WHEEL (NA) ATTACHED TO THE VEHICLE. WHILE
INJURIES	0	DRIVING, THE PIN BOX FRACTURED AND BECAME DETACHED. THE
DEATHS	0	MANUFACTURER WAS NOTIFIED OF THE FAILURE AND REPLACED THE
		PART. *TT *AS

1 Affected Product ▾

2 Associated Documents ▾

☐ Request Research (Services fees apply)

Recently Searched

COMPLAINTS**RECALLS****INVESTIGATIONS****MANUFACTURER COMMUNICATIONS**

1 Complaints

for LIPPERT MODIFIED RV CHASSIS

FILTER COMPLAINTS BY AFFECTED COMPONENTS

All (1)

EQUIPMENT (1)

STRUCTURE (1)

March 7, 2019

NHTSA ID NUMBER: 11184868

Components: STRUCTURE, EQUIPMENT

NHTSA ID Number: 11184868

Incident Date March 3, 2019

Consumer Location Unknown

Vehicle Identification Number 47CTD1N23DD****

Summary of Complaint

CRASH	No	OUR 2013 DENALI TRAVEL TRAILER MODEL 246RK VIN [XXX] HAS HAD THE A-FRAME PORTION (FRONT TONGUE) OF THE FRAME DETACH FROM THE FRAME ON ONE SIDE. IT APPEARS AS IF THE TWO PIECES OF THE FRAME HAD ONLY BEEN TACKED TOGETHER ON ONE SIDE AT THE FACTORY AND THE WELDING WAS NOT COMPLETED. THE DRIVER'S SIDE OF THE FRAME WAS DONE CORRECTLY AND IT SEEMS AS IF IT HAD BEEN BEARING THE LOAD BECAUSE IT NOW HAS A SMALL CRACK.
FIRE	No	
INJURIES	0	
DEATHS	0	

THE TRAILER HAS A MINIMUM OF 6,000 MILES ON IT. TWO DAYS AGO AFTER SETTING UP FOLLOWING A SHORT DRIVE WE NOTICED THAT THE A-FRAME WAS SITTING AT AN AWKWARD ANGLE ON THE TRAILER HITCH JACK.

THIS DOES NOT APPEAR TO BE A SITUATION WHERE SOMETHING BROKE, THE WELDING WASN'T THERE FROM THE BEGINNING.

COMPLAINTS**RECALLS****INVESTIGATIONS****MANUFACTURER COMMUNICATIONS**

2 Complaints

for 2017 FOREST RIVER SURVEYOR

FILTER COMPLAINTS BY AFFECTED COMPONENTS

All (2)

STRUCTURE (1)

SUSPENSION (1)

September 30, 2019

NHTSA ID NUMBER: 11258970

Components: STRUCTURE**NHTSA ID Number:** 11258970**Incident Date** September 12, 2019**Consumer Location** PHOENIX, MD**Vehicle Identification Number** 4X4TSVV2XHL******Summary of Complaint**

CRASH	No	THE SPRING HANGERS SEPARATED FROM THE FRAME. IT LOOKS LIKE THE FRAME RUSTED OR WAS NOT BUILT STRONG ENOUGH TO HANDLE THE LOAD. THERE ARE HOLES IN THE FRAME. THE FRAME IS ONLY 3 YEARS OLD. I DON'T KNOW THE DATE IT HAPPENED, BUT NOTICED MY TIRES SIGNIFICANTLY WEARING ON THE OUTSIDE. I WENT TO CHANGE THE TIRE AND SAW THE SPRING HANGER HAD SEPARATED. I WAS 200 MILES FROM HOME AT HICKORY RUN STATE PARK WHEN I NOTICED THE PROBLEM. I HAD TO FIND A MOBILE WELDER TO DO A TEMP FIX AND THEN TOW TO A SHOP FOR A MORE PERMANENT FIX, INCLUDING ADDING (WELDING) A STRONG STEEL PIECE TO THE FACTORY I BEAM FRAME,
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾ **Request Research** (Services fees apply)

November 26, 2018 Case 2:20-at-00830 Document 1-1 Filed 08/21/20 Page 47 of 60

NHTSA ID NUMBER: 11153942

Components: SUSPENSION**NHTSA ID Number:** 11153942**Incident Date** August 16, 2018**Consumer Location** EVERETT, WA**Vehicle Identification Number** 4X4TSVB27H2******Summary of Complaint**

CRASH	No	TL* THE CONTACT OWNS A 2017 FOREST RIVER SURVEYOR, MODEL: 247-BHDS BEING TOWED BY A 2011 FORD F-150. THE CONTACT STATED THAT THE SPRING HANGERS FRACTURED FROM THE FRAME OF THE RV, WHICH AFFECTED THE SUSPENSION OF THE TRAVEL TRAILER. THE DEALER (DREAM CHASERS RV OF BURLINGTON, 1946 PARK LN, BURLINGTON, WA 98233, 360-755-3218) INDICATED THAT THE TRAVEL TRAILER WAS OUT OF WARRANTY AND DID NOT PROVIDE ANY GUIDELINES FROM THE MANUFACTURER OR THE FRAME DESIGNER, LIPPERT. THE TRAVEL TRAILER WAS TAKEN TO A CERTIFIED WELDING FACILITY THAT REPLACED THE LEAF SPRINGS AND SPRING HANGERS. THE WELDERS STATED THAT THEY HAD TO REDESIGN THE SUSPENSION OF THE TRAILER WITH A REINFORCEMENT FRAME DUE TO THE FRAME NOT BEING PROPERLY INSTALLED FROM THE FACTORY. THE TRAVEL TRAILER WAS REPAIRED. THE MANUFACTURER WAS CONTACTED AND DID NOT ASSIST.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾ **Request Research** (Services fees apply)**Recently Searched****2017
FOREST RIVER SURVEYOR**

EXHIBIT B

[COMPLAINTS](#)[RECALLS](#)[INVESTIGATIONS](#)[MANUFACTURER COMMUNICATIONS](#)

1 Recalls

for LIPPERT 3500 (AXLE)

FILTER RECALLS BY AFFECTED COMPONENTS

[All \(1\)](#)[SUSPENSION \(1\)](#)

November 13, 2006

NHTSA CAMPAIGN NUMBER: 06E095000

AXLE FAILURES/MISLOCATED SPINDLE WELDS

SUDDEN AXLE FAILURE COULD RESULT IN A VEHICLE CRASH.

NHTSA Campaign Number: 06E095000

Manufacturer LIPPERT COMPONENTS, INC.

Components SUSPENSION

Potential Number of Units Affected 150

Summary

CERTAIN LIPPERT TRAILER AXLES MANUFACTURED BETWEEN MAY AND JUNE 2006 AND INSTALLED AS ORIGINAL EQUIPMENT FOR CERTAIN RECREATIONAL TRAVEL TRAILERS. DUE TO MISLOCATED SPINDLE WELDS, THE SPINDLE MAY PARTIALLY OR COMPLETELY SEPARATE FROM THE AXLE TUBE AND THE WHEEL AND HUB ASSEMBLY MAY COME OFF THE VEHICLE.

Remedy

LIPPERT IS WORKING WITH THE VEHICLE MANUFACTURERS TO NOTIFY OWNERS AND WILL INSPECT FOR MISLOCATED WELDS AND REPLACE THE AXLE IF NECESSARY. OWNERS SHOULD CONTACT THEIR VEHICLE MANUFACTURER OR CONTACT LIPPERT AT 1-877-870-4900.

Notes

CUSTOMERS MAY CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY: 1-800-424-9153); OR GO TO [HTTP://WWW.SAFERCAR.GOV](http://www.safercar.gov).

[COMPLAINTS](#)[RECALLS](#)[INVESTIGATIONS](#)[MANUFACTURER COMMUNICATIONS](#)

1 Recalls

for LIPPERT 6000 (AXLE)

FILTER RECALLS BY AFFECTED COMPONENTS

[All \(1\)](#)[POWER TRAIN \(1\)](#)

August 16, 2010

NHTSA CAMPAIGN NUMBER: 10E037000

TRAILER AXLE MISLOCATED WELD

THE SPINDLE MAY PARTIALLY OR COMPLETELY SEPARATE FROM THE AXLE TUBE AND THE WHEEL AND THE HUB ASSEMBLY MAY COME OFF THE VEHICLE, POSSIBLY RESULTING IN A CRASH.

NHTSA Campaign Number: 10E037000

Manufacturer LIPPERT COMPONENTS, INC.

Components POWER TRAIN

Potential Number of Units Affected 438

Summary

LIPPERT IS RECALLING CERTAIN TRAILER AXLES, MODELS 6000 AND 7000, INSTALLED AS ORIGINAL EQUIPMENT FOR CERTAIN NUWA TRVAEL TRAILERS. THE WELD JOINING THE AXLE TUBE TO THE SPINDLE MAY BE MISLOCATED.

Remedy


LIPPERT IS WORKING WITH NUWA TO IDENTIFY OWNERS AND THE VEHICLES WILL BE INSPECTED FOR MISLOCATED WELDS AND, IF NECESSARY, THE AXLES WILL BE REPLACED FREE OF CHARGE. THE SAFETY RECALL BEGAN ON JUNE 23, 2010. OWNERS MAY CONTACT LIPPERT'S AXLE SERVICE & WARRANTY DEPARTMENT AT 1-877-870-4900.

Notes

OWNERS MAY ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S VEHICLE SAFETY HOTLINE AT 1-888-327-4236 (TTY 1-800-424-9153), OR GO TO [HTTP://WWW.SAFERCAR.GOV](http://www.safercar.gov).

2 Affected Products ▾

2 Associated Documents ▾

 **Request Research** (Services fees apply)

Recently Searched

LIPPERT 6000 (AXLE)



IMAGE NOT AVAILABLE

LIPPERT 3500 (AXLE)



IMAGE NOT AVAILABLE

LIPPERT SPRING HANGERS (4.25")

[COMPLAINTS](#)[RECALLS](#)[INVESTIGATIONS](#)[MANUFACTURER COMMUNICATIONS](#)

1 Recalls

for LIPPERT AXLE HUBS 126003

FILTER RECALLS BY AFFECTED COMPONENTS

[All \(1\)](#)[SUSPENSION \(1\)](#)

April 7, 2015

NHTSA CAMPAIGN NUMBER: 15E029000

Wheel Attaching Studs may Fail

If the wheel studs break while the trailer is being used, wheel separation may occur, increasing the risk of a vehicle crash.

NHTSA Campaign Number: 15E029000

Manufacturer Lippert Components, Inc.

Components SUSPENSION

Potential Number of Units Affected 9,154

Summary

Lippert Components, Inc. (Lippert) is recalling certain Axle Hubs, part number 122093, manufactured March 12, 2015, to March 26, 2015, and axle hubs, part number 122093, 122096, and 126003, manufactured from March 13, 2015, and April 15, 2015. The affected axle hubs have wheel mounting studs that may fail.

Remedy


Lippert has notified the trailer manufacturers that purchased the axles built with the affected hubs. The trailer manufacturers will notify the vehicle owners and their dealers will replace the hubs with hubs from a different supplier, free of charge. The recall began on June 10, 2015. Owners may contact Lippert customer service at 1-574-537-8900. Lippert's number for this recall is LCI-TRP-0315001.

Notes

Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov.

3 Affected Products ▾

8 Associated Documents ▾

 **Request Research** (Services fees apply)

Recently Searched

LIPPERT AXLE HUBS 126003



IMAGE NOT AVAILABLE

LIPPERT AXLE HUBS 122093



IMAGE NOT AVAILABLE

LIPPERT 7000LB BRAKE AXLE

BARNES & THORNBURG LLP
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2029 Century Park East, Suite 300
Los Angeles, California 90067
Telephone: (310) 284-3880
Facsimile: (310) 284-3894

Attorneys for Defendant
LIPPERT COMPONENTS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NEVADA

NEVADA CITY COURTHOUSE

KRISTIE SHEETS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LIPPERT COMPONENTS, INC., a
Delaware Corporation; FOREST RIVER,
INC., an Indiana Corporation; TIMOTHY
DEMARTINI, individually and doing
business as DEMARTINI RV SALES; and
DOES 1-10,

Defendants.

Case No. CU20-084701

*[Assigned for All Purposes to the Honorable
Thomas M. Anderson, Dept. 6]*

NOTICE OF APPEARANCE

Action Filed: July 10, 2020
Trial Date: Not Set

1 TO THE COURT AND ALL PARTIES OF RECORD, PLEASE TAKE NOTICE:

2 The undersigned attorneys, Eric S. Fisher and Joseph M. Wahl of Barnes & Thornburg
3 LLP, hereby enter their appearances in the above-captioned action as counsel of record for
4 defendant Lippert Components, Inc., and pursuant to California Code of Civil Procedure section
5 1014, request service of subsequent pleadings and other papers filed in this action and any orders
6 and notices from the Court.

7
8 Dated: August 10, 2020

BARNES & THORNBURG LLP

9
10 By: Joseph Wahl
11 Eric S. Fisher
12 Joseph M. Wahl
13 Attorneys for Defendant
14 LIPPERT COMPONENTS, INC.
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PROOF OF SERVICE

Sheets v. Lippert Components, Inc., et al.
Nevada County Superior Court Case No. CU20-084701

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 2029 Century Park East, Suite 300, Los Angeles, California 90067. On August 10, 2020, I served a copy of the within document(s):

NOTICE OF APPEARANCE



by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, and depositing it with the United States mail at Los Angeles, California addressed as set forth below.

Jeffrey D. Kaliel
Sophia Goren Gold
KALIEL PLLC
1875 Connecticut Avenue, NW, 10th Floor
Washington, D.C. 20009
Phone: (202) 350-4783
Email: jkaliel@kaliellpc.com
sgold@kaliellpc.com

*Attorneys for Plaintiff and Proposed Class
Counsel*

Richard D. McCune
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mir@mccunewright.com

*Attorneys for Plaintiff and Proposed Class
Counsel*

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

1 Executed on August 10, 2020, at Los Angeles, California.

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4 Nicco Barrios

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Facsimile: (310) 284-3894

Attorneys for Defendant
Lippert Components, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF NEVADA

KRISTIE SHEETS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LIPPERT COMPONENTS, INC.,
FOREST RIVER, INC., TIMOTHY
DEMARTINI, individually and doing
business as and DEMARTINI RV SALES,
and DOES 1-10,

Defendants.

Case No. CU020-084701

**STIPULATION TO EXTEND TIME TO
RESPOND TO INITIAL CLASS ACTION
COMPLAINT BY 15 DAYS**

Dept.: 6
Judge: Hon. Thomas M. Anderson

Action Filed: July 10, 2020
Trial Date: Not Set

TO THE COURT AND ALL PARTIES OF RECORD, PLEASE TAKE NOTICE:

Defendant Lippert Components, Inc. ("Lippert") notifies the Court that Plaintiff has stipulated to a 15- day extension of time for Lippert to answer or respond to the initial class action complaint. Lippert's current deadline to answer or respond is August 21, 2020. Lippert's answer or response will now be due on or before September 8, 2020, due to the Labor Day holiday.

1
2 Dated: August 13, 2020

BARNES & THORNBURG LLP

3
4 By: /s/ Eric S. Fisher

5 Eric S. Fisher
6 Attorney for Defendant
Lippert Components, Inc.

7 Dated: August 13, 2020

MCCUNE WRIGHT AREVALO LLP

8
9 By: 

10 David C. Wright
11 Attorney for Plaintiff and
Proposed Class Counsel

12 **PROOF OF SERVICE**

13 *Sheets v. Lippert Components, Inc., et al.*
Nevada County Superior Court Case No. CU20-084701

14 I am a citizen of the United States and employed in Los Angeles County, California. I am
15 over the age of eighteen years and not a party to the within-entitled action. My business address is
16 2029 Century Park East, Suite 300, Los Angeles, California 90067. On August 13, 2020, I served
17 a copy of the within document(s):

18
19 **STIPULATION TO EXTEND TIME TO RESPOND TO
INITIAL CLASS ACTION COMPLAINT BY 15 DAYS**

- 20 ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set
21 forth below on this date before 5:00 p.m.
- 22 ☒ by placing the document(s) listed above in a sealed envelope with postage thereon
23 fully prepaid, and depositing it with the United States mail at Los Angeles,
California addressed as set forth below.
- 24 ☐ by placing the document(s) listed above in a sealed FedEx envelope and affixing a
25 pre-paid air bill, and causing the envelope to be delivered to a FedEx agent for
delivery.
- 26 ☐ by personally delivering the document(s) listed above to the person(s) at the
27 address(es) set forth below.
- 28



2 by transmitting via my electronic service address (david.kirvan@btlaw.com) the
3 document(s) listed above to the person(s) at the e-mail address(es) set forth below.

4 Jeffrey D. Kalief
5 Sophia Goren Gold
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7 1875 Connecticut Avenue, NW, 10th Floor
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9 Phone: (202) 350-4783
10 Email: jkaliel@kaliellpc.com
11 sgold@kaliellpc.com

12 *Attorneys for Plaintiff and*
13 *Proposed Class Counsel*

14 Richard D. McCune
15 David C. Wright
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23 dcw@mccunewright.com
24 mir@mccunewright.com

25 *Attorneys for Plaintiff and*
26 *Proposed Class Counsel*

27 I am readily familiar with the firm's practice of collection and processing correspondence
28 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or postage meter
date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is
true and correct.

Executed on August 13, 2020, at Los Angeles, California.



Nicco Barrios

DMS 17887120.1

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: ['Cheap Steel': Class Action Claims Towable RV Axles Made by Lippert Components Suffer from Defect](#)
