

**IN THE UNITED STATES COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

T&M FARMS,

Plaintiff,

v.

CNH INDUSTRIAL AMERICA, LLC

Defendant.

Case No.: 19-cv-85

Class Action

CLASS ACTION COMPLAINT

Plaintiff T&M Farms files this class action complaint against CNH Industrial America, LLC (“CNH”) on behalf of themselves and all others similarly situated in United States. In support thereof, Plaintiff states the following:

INTRODUCTION

1. CNH is the American subsidiary of a global Dutch conglomerate that manufactures agricultural equipment. In an attempt to gain a competitive advantage over its primary rival, John Deere, CNH rushed the development and manufacturing of a new class of product – a combined cotton picker and baler – to be first to market. As a result, CNH has been selling fundamentally flawed cotton picker-balers to cotton farmers in the United States based upon false statements.

2. CNH rushed the Module Express to market intent on beating John Deere, which was also designing a picker that would both harvest cotton and form

it into modules in a single piece of equipment. CNH knew that the Module Express suffered from fundamental design and manufacturing problems. Indeed, throughout its production the Module Express picker has had design defects—including problems with the power, hydraulic, module packing, and software systems—and has suffered from continual, crippling manufacturing process failures at the Benson, Wisconsin plant where it is made and assembled.

3. Despite this knowledge, CNH has consistently marketed and sold the Module Express to unsuspecting farmers by carrying out a deceptive marketing scheme, orchestrated and emanating from its Racine, Wisconsin headquarters. As part of this scheme, to induce farmers to buy the pickers, CNH made specific representations as to cost-effectiveness, reliability, and use of the Module Express. These representations are wholly false. The Module Express pickers are fundamentally flawed, suffer from repeated mechanical failures, and break down in the field, often when farmers can afford least for them to do so. Due to the flaws and failures of the Module Express, they almost immediately precipitously drop in value, much more so than comparable equipment. And, to compound matters, CNH has consistently failed to provide the parts and service necessary for repairs.

4. The result is that, after convincing farmers to trade-in reliable, functional picking equipment, CNH saddles them with an enormously expensive piece of equipment that does not operate as promised and loses value precipitously.

T&M Farms, on its own behalf and on behalf of all United States cotton farmers similarly situated, brings this case to recover the damages it has incurred and to end CNH's deceptive and unlawful conduct.

5. Further, this case presents the prototypical situation for class treatment. CNH's conduct is uniform among all putative class members. The application of shared or effectively identical law to his uniform course of conduct will determine liability for the class as a whole, ensuring that the rights of hundreds of cotton farmers are vindicated through the efficiency of a single trial.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d). Diversity jurisdiction exists as all Defendants are citizens of a state other than the states of which Plaintiff is a citizen. Plaintiff, on behalf of itself and the putative class, seeks more than \$5,000,000, and have a good faith basis to believe that more than \$5,000,000 is at issue in this case. Plaintiff seeks attorneys' fees, pecuniary and monetary damages, and a refund of purchase prices. The Module Express pickers sell for more than \$400,000 each. More than one hundred members, and more than 100 pickers, are included in the putative class.

7. Venue in this case is proper under 28 U.S.C. § 1391 and 28 U.S.C. § 1441 in the United States Court for the Eastern District of Wisconsin in that a substantial portion of Defendant's conduct which forms the basis of this action

occurred in this judicial district. Defendant has its corporate headquarters in this district and the deceptive conduct at issue emanated from this judicial district. Defendant received, and continues to receive, substantial revenue from its unlawful conduct in this judicial district. Defendant is subject to personal jurisdiction in this judicial district at the time this action was commenced and is deemed to reside in this judicial district.

PARTIES

8. Plaintiff T&M Farms is a partnership that was formed and operates in Arkansas. T&M Farms purchased two Case Module Express 625s, paying nearly \$500,000 for each picker. The two Module Express 625s never performed as promised by CNH; the pickers suffered constant mechanical failures, and were never able to efficiently bale cotton into modules – the key distinguishing feature promoted by CNH to justify their purchase. After years of repeated breakdowns, costly repairs, inability to source replacement parts, and consistent failures in performance and mechanical issues, similar to those experienced by other class members, T&M Farms traded its two Module Express 625s; it received less than \$68,000 in trade on each of their two model 625s.

9. Subsequently, T&M Farms bought a third Case Module Express, a model 635, hoping it would allow them to recoup some of their investment in CNH equipment, but the 635 was plagued with the same consistent, recurring problems

as its previous 625s. Specifically, the Module Express 635 suffered from a consistent lack of engine power, repeated failures throughout the hydraulic systems, and a consistent inability to harvest cotton and bale it into modules. Even when the 635 worked, it did so far less efficiently than promised by CNH. T&M Farms eventually had to buy an additional John Deere cotton picker in order to successfully complete their harvests.

10. Defendant CNH Industrial America LLC is a foreign corporation with its principle place of business in Racine, Wisconsin. It is a wholly owned subsidiary of CNH Industrial NV, a Dutch-based capital goods company with annual revenues greater than \$25,000,000,000. CNH designs, markets, manufactures and sells the Case Module Express cotton pickers at issue in this case.

11. CNH's corporate offices in Racine, Wisconsin operate as the "nerve center" of its business activities and the full extent of its operations are controlled from this location, including all major marketing, design, and manufacturing decisions relevant to the allegations in this Complaint. The misrepresentations alleged herein were "made" in Wisconsin in that CNH caused them to exist from its corporate headquarters in Racine, Wisconsin. As set out below, CNH has engaged in a company-wide scheme to cause cotton farmers to buy faulty and ineffective pickers through false and misleading statements, and this scheme arose

in and was controlled from the CNH headquarters in Racine, Wisconsin.

12. Under precedential law, Wisconsin common law and the Wisconsin Deceptive Trade Practices Act, Wisconsin Statutes § 100.18 *et seq.*, apply to the claims of all class members, including non-residents.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this case as a putative class action and propose the following class:

All purchasers, owners, and lessees of Case Module Express cotton pickers in the United States.

14. Plaintiff maintains the right to create additional subclasses or classes, if necessary, and to revise this definition to maintain a cohesive class that does not require individual inquiry to determine liability. If necessary, Plaintiff also seeks to represent subclasses for each state in which class members reside. Plaintiff reserves the right to pursue certification of a liability-only class under Federal Rule of Civil Procedure 23(c)(4).

15. Excluded from the proposed class is any person or entity which files or has filed a complaint based on similar allegations and which does not contain class allegations.

16. Also excluded from the proposed class is any person or entity who is or has been compensated by CNH or its affiliates in connection with marketing or testing the Module Express, any person or entity in bankruptcy as of the date of

class notice, any person or entity whose obligations have been discharged in bankruptcy, the Judge to whom this case is assigned, any member of the Judge's staff, and any member of the Judge's immediate family.

17. All information necessary to identify the class members and to determine the damages suffered by those members is in CNH's possession or control.

I. Existence and Predominance of Common Questions of Law and Fact

18. There are common questions of law and fact of general interest to the classes. These common questions of law and fact predominate over any questions affecting only individual members of the classes. CNH engaged in a consistent and uniform course of conduct in how it represented, designed, and manufactured the Module Express pickers that has harmed every member of the putative class. A common nucleus of relevant facts will be used to determine liability for the class as a whole. All class members shared uniform Wisconsin law for certain claims, and the differences among law for other claims are virtually nonexistent; the "differences" are limited to effectively identical laws of a handful of states (as CNH only sold Module Express pickers in limited states). These shared facts and law give rise to common questions which include, but are not limited to, the following:

- a. Whether CNH made representations about the Module Express pickers that were untrue, deceptive, and misleading.
- b. Whether CNH represented the Module Express pickers to be a more efficient, cost-effective, and reliable method of harvesting cotton than alternatives.
- c. Whether CNH represented the Module Express pickers to be sufficiently powered to operate in all multiple conditions and to produce well-formed, weatherable modules.
- d. Whether the Module Express pickers were manufactured using insufficient oversight, systems, tools and parts such that they did not operate as promised.
- e. Whether the Module Express pickers had inherent design flaws, including in the module building, power, and software components, such that they did not operate as promised.
- f. Whether CNH marketed and sold Module Express pickers while knowing that it would not provide the parts and support necessary for repairs.
- g. Whether Module Express pickers, as a result of CNH's conduct, lost value precipitously.
- h. Whether CNH acted intentionally and knowingly in designing, manufacturing, marketing, and selling the Module Express pickers.
- i. Whether CNH has been unjustly enriched through its conduct in designing, manufacturing, marketing, and selling the Module Express pickers such that it would be inequitable for CNH to retain the benefits conferred upon it by Plaintiff and members of the putative class.

II. Typicality and Numerosity

19. The claims of Plaintiff are typical of the claims of the class because Plaintiff was subject to the same unlawful conduct. The members of the putative class are sufficiently numerous and dispersed such that individual joinder is not

feasible or practical. Plaintiff is informed and believe, based upon publicly available information and investigation, that there are more than 500 class members.

III. Adequacy of Representation

20. Plaintiff will fairly and adequately protect the interests of the members of the classes and have no interest antagonistic to those of other class members. Plaintiff has retained experienced class counsel competent to prosecute class actions and such counsel are financially able to represent the classes. The interests of the class members will be fairly and adequately protected by Plaintiff and its counsel.

IV. Superiority

21. The class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual joinder of all members of each class is impracticable. The interests of judicial economy favor adjudicating the claims for classes rather than for Plaintiff on an individual basis. No unusual difficulties will be encountered in the management of a certified class in this case as a single nucleus of facts gives rise to each class member's claim and trial of CNH's liability with regard to all class members can be accomplished through common evidence. Further, the identity of each class member can be determined using records maintained by CNH.

FACTUAL ALLEGATIONS

22. This litigation involves cotton pickers that CNH designed, manufactured, marketed, and sold as the Case Module Express 625 and 635 (the “Module Express” pickers).

23. Since the 1940’s, cotton has been harvested using three pieces of machinery: a mechanical picker (which collects the cotton off the plants), a boll buggy (which transfers the cotton from the picker to the module builder), and a module builder (which compacts the cotton into large rectangular shapes that maintain structure and can be transferred to the gin for processing). The importance of reliable, effective harvesting equipment in the cotton farming industry cannot be overstated. Cotton can only be harvested during certain weather conditions and during a certain temporal window, usually less than a month long. If cotton is not harvested during these narrow windows, farmers incur immense losses.

24. In the late 1990’s, the world’s two largest manufacturers of agricultural equipment – CNH and John Deere – separately began development of pickers that purportedly would allow cotton farmers to harvest cotton using a single piece of machinery. This “on-board module-building” type picker would, theoretically, both pick cotton and compact it into a module without the need for a buggy and stand-alone module builder. The cotton industry and cotton farmers

considered this to be a potentially revolutionary change; it would represent a leap in efficiency and cost-savings for famers who were increasingly seeing profit shrink in the face of foreign competition.

25. CNH is a wholly owned subsidiary of CNH Industrial NV, a giant Dutch-based capital goods company that has annual revenues greater than \$25,000,000,000. CNH had long made cotton pickers¹ and was locked in a battle with John Deere, the largest manufacturer of agricultural equipment, for a greater share of that market, particularly in the United States. The potential gains for beating Deere to market with the new type picker were enormous and, upon information and belief, CNH rushed the design and manufacture of its picker to market in order to beat Deere. CNH did this despite knowing of the inherent problems in its new picker's design and manufacture, which would soon become apparent to farmers which trusted and relied on CNH's representations.²

26. In October 2006, CNH introduced its new picker, the Case Module Express 625. The Module Express, as intended, was designed to pick cotton at more than three miles per hour, while at the same time forming the picked cotton

¹ CNH applied for a patent for the Module Express packing system in 2001. Notably, it appears that CNH has since allowed that patent to lapse and has filed patents for alternative packing systems.

² Notably, John Deere began selling its picker with an on-board module builder, the Model 7760, in 2009, two years after CNH, although it appears Deere filed for a patent in 1999, two years before CNH. Not only did CNH start after Deere and ultimately spend far less time working on the design and production of this "revolutionary" picker, but the design it rushed was inherently flawed.

into a rectangular module that could be deposited in the field. The rectangular module created was 8 feet by 8 feet by 16 feet, half the size of a traditional cotton module, and up to 10,000 pounds in weight. Purportedly, a new auger system and software in the module building part of Module Express would pack the cotton such that, when deposited in the field it would hold together, allowing the module to be manually covered with a tarp and later transferred to the gin. This would allow cotton farmers to trade in their current picker, buggy, and module builder for a single piece of equipment which would accomplish all three tasks more quickly, more efficiently, and with less labor and operating costs.

27. CNH priced the Module Express at more than **\$400,000**. This price is far more expensive than a traditional picker, and CNH priced it with the intent of capturing much of the purported cost savings it promised farmers they would see through the “revolutionary” Module Express. In approximately 2012, CNH changed the model number of the Module Express to 635 and increased the price. Upon information and belief, the model number change was implemented by CNH, not as a legitimate delineation between substantively different pickers, but as part of CNH’s larger scheme to control fallout from the faulty 625 designation through rebranding, like when Ford sold rebranded Pintos as Bobcats. CNH used the rebranding to convince farmers to buy a “new” 635 picker that purportedly would not have the same flaws.

28. As discussed below, the CNH carried out a consistent scheme to deceptively market and sell the Module Express. CNH made specific, factual representations that were wholly untrue with the intent and effect of inducing farmers to purchase Module Express pickers. The Module Express is hugely flawed; a result of deep-set manufacturing failures and defective design, that CNH rushed to market and sold to unsuspecting farmers knowing that it would never operate as promised. CNH also sold the Module Express also knowing that it would not provide the parts and service necessary to maintain and repair the pickers. Farmers who CNH induced to buy a Module Express, with promises of huge gains in efficiency and cost savings, have been left with a what, as one farmer put it, ultimately is a “400,000 dollar bird nest.”

I. CNH Issued Materially False Statements Emanating From Wisconsin To Sell Defective Pickers To The Class.

29. CNH has consistently made statements regarding the Module Express pickers which are untrue, deceptive and misleading, with the intent and effect of inducing farmers into buying an incredibly expensive—and important—piece of equipment that would not operate as promised and which would be worth far less than it should be after purchase.

30. CNH engaged in its marketing scheme through a coordinated, centralized effort in its headquarters in Racine, Wisconsin. CNH executives located there determined how to market and represent the Module Express, and

disseminated those materials to the public and class members, often through press filings and uniform marketing documents distributed to captive dealers (and in turn to the public) that sold CNH equipment. All representations alleged herein were “made” in Wisconsin in that they were caused to exist from CNH’s headquarters in Racine, Wisconsin.

31. CNH’s deceptive scheme to induce the public to purchase Module Express pickers was uniform in all relevant aspects. Although CNH used multiple avenues to disseminate false, misleading, and deceptive representations, the singular narrative thread among all representations was that the Module Express was a reliable machine that was powerful and could operate in all conditions, that it would both pick cotton and build consistent, well-formed cotton modules, and that it was the most efficient and profitable way to harvest cotton. None of this was true.

32. CNH began its deceptive marketing scheme to the public in 2006, with an unveiling of the Module Express at a circus tent it erected in Mississippi, and continued it throughout the production and sale of the Module Express to the present.

33. Among the deceptive representations made by CNH in public statements, including in marketing brochures, press releases, statements on CNH’s website, and form statement by CNH dealers, were the following:

Specific Representations That The Module Express Was Designed And Constructed With Sufficient Power To Accomplish Specific Tasks In Diverse Conditions

- that the “Module Express harvests just as effectively on wet or dry ground”³
- that the Module Express has “the power to pick in the toughest conditions”⁴
- that the Module Express is “powerful, pulling through wet, uneven soil with no trouble at all”⁵
- that the Module Express “has the power to handle picking in the toughest conditions...”⁶
- that the Module Express “can harvest in difficult conditions as easily as it does on dry land.”^{7 8}

Specific Representations That The Module Express Is More Efficient And Profitable Than Traditional Equipment

- that the “[c]ost savings with the Module Express total 25%

³ See July 11, 2007 CNH public press release, available at <http://www.marketwired.com/press-release/cutting-edge-cotton-harvester-rolls-off-the-line-nyse-cnh-750508.htm>.

⁴ 2009 CNH website, available at <https://web.archive.org/web/20081115050612/http://www.caseih.com/products/series.aspx?seriesid=2880&navid=105&RL=ENNA>

⁵ Module Express Brochure, 2011-2018.

⁶ See June 21, 2007 CNH public press release, available at <https://www.farmprogress.com/cases-new-board-module-builder-technology>.

⁷ 2015 CNH website, available at <https://web.archive.org/web/20151021060133/http://www.caseih.com/northamerica/en-us/products/harvesting/module-express-cotton-pickers>

⁸ 2017 and 2018 CNH website, available at <https://www.caseih.com/northamerica/en-us/products/harvesting/module-express-cotton-pickers>

compared with traditional cotton harvesting methods...”⁹

- that “when it comes to cost per acre, nothing beats a Module Express” and the Module Express “offers unequalled cost-per-acre savings”¹⁰
- that the Module Express will “[m]aximize your ROI with industry-leading picking efficiency”¹¹
- that the Module Express is the “most efficient cotton-harvesting package available”¹²
- that the Module Express is the “most profitable” way to harvest cotton.¹³
- that the Module Express “picks cotton at maximum efficiency...dramatically reducing a cotton producer’s equipment and labor investment while streamlining the harvest process.”^{14 15 16}

⁹ See July 11, 2007 CNH public press release, available at <http://www.marketwired.com/press-release/cutting-edge-cotton-harvester-rolls-off-the-line-nyse-cnh-750508.htm>.

¹⁰ Module Express Brochure, 2011-2018.

¹¹ See June 21, 2007 CNH public press release, available at <https://www.farmprogress.com/cases-new-board-module-builder-technology>.

¹² See June 21, 2007 CNH public press release, available at <https://www.farmprogress.com/cases-new-board-module-builder-technology>.

¹³ Module Express Brochure, 2011-2018.

¹⁴ 2009 CNH website, available at <https://web.archive.org/web/20081115050612/http://www.caseih.com/products/series.aspx?seriesid=2880&navid=105&RL=ENNA>

¹⁵ 2015 CNH website, available at <https://web.archive.org/web/20151021060133/http://www.caseih.com/northamerica/en-us/products/harvesting/module-express-cotton-pickers>

¹⁶ 2017 and 2018 CNH website, available at <https://www.caseih.com/northamerica/en-us/products/harvesting/module-express-cotton-pickers>

Specific Representations That The Module Express Would Produce Consistent, Well-Formed, Weatherable Cotton Modules

- that the Module Express will create “consistent domed [rectangular] modules for excellent weatherability and ginning”^{17 18 19}
- that the Module Express packing system is “fine-tuned to create consistent, domed modules for excellent weatherability and ginning”²⁰
- that the Module Express will create “consistent domed modules for excellent weatherability”²¹

Specific Representations That The Module Express Was Does Not Require More Maintenance That Traditional Equipment, Was Well-Built, And Reliable

- that the “productivity gains don’t add maintenance” and the Module Express “requires less maintenance than a traditional basket picker”²²
- that the Module Express “requires less daily maintenance than a

¹⁷ 2009 CNH website, available at <https://web.archive.org/web/20081115050612/http://www.caseih.com/products/series.aspx?seriesid=2880&navid=105&RL=ENNA> .

¹⁸ 2015 CNH website, available at <https://web.archive.org/web/20151021060133/http://www.caseih.com/northamerica/en-us/products/harvesting/module-express-cotton-pickers>

¹⁹ 2017 and 2018 CNH website, available at <https://www.caseih.com/northamerica/en-us/products/harvesting/module-express-cotton-pickers>

²⁰ See June 21, 2007 CNH public press release, available at <https://www.farmprogress.com/cases-new-board-module-builder-technology>.

²¹ Module Express Brochure, 2006-2011.

²² See July 11, 2007 CNH public press release, available at <http://www.marketwired.com/press-release/cutting-edge-cotton-harvester-rolls-off-the-line-nyse-cnh-750508.htm>.

traditional basket picker”^{23 24}

- that the Module Express packing system “is proven to work year after year.”
- that the Module Express build and design allows for a “quicker start in harvest season” and allows farmers “to finish earlier in the season.”²⁵

34. Notably, CNH’s representations were specific and meaningful, designed to induce farmers to purchase the faulty Module Express pickers. These were not representations of opinion on a matter of judgment or puffery—*e.g.* that the Case picker was the “smarter choice” or the “best”—but rather representations of fact that may be objectively proven as false and which Plaintiff will prove as false.

35. Additionally, CNH failed to disclose material facts that it was under a duty to disclose to Plaintiff and members of the putative class.²⁶ Among these omissions was the failure to disclose that the Module Express was a product of design flaws and a faulty manufacturing process, that the Module Express power, compacting, and software systems were not sufficient to create consistent,

²³ 2015 CNH website, available at <https://web.archive.org/web/20151021060133/http://www.caseih.com/northamerica/en-us/products/harvesting/module-express-cotton-pickers>

²⁴ 2017 and 2018 CNH website, available at <https://www.caseih.com/northamerica/en-us/products/harvesting/module-express-cotton-pickers>

²⁵ Module Express Brochure, 2011-2018.

²⁶ Omissions are not in themselves actionable under the WDTPA, but they are relevant to such claims.

weatherable modules or to operate in varied terrain or weather environments, that the Module Express was not sufficiently reliable to be a sole method of harvesting cotton, and that the cost to own and operate the Module Express was far greater than alternatives.

36. These uniform, specific representations made by CNH from its Wisconsin headquarters to the public and the putative class were false, deceptive, and misleading. The Module Express pickers fail to operate as CNH promised. They fail and break down in the field quickly and often, need continual repairs, and are not reliable enough such that farmers can use them throughout a cotton harvest. The Module Express does not have sufficient power to pick cotton in diverse terrain or weather; it breaks down, bogs down, and elements related to the hydraulic system fail or get stuck. The module packing system fails to create consistent, domed, rectangular modules that will hold together and be weatherable. The Module Express does not save farmers time or money, particularly when the precipitous loss of value of the machines is taken into account. Nor is it the most efficient or cost-effective method of harvesting cotton; farmers who purchased Module Express pickers routinely were forced to borrow, lease, or buy alternative means of harvesting cotton during a harvest simply to protect their investment in the field. The cost-per-acre of using a Module Express would routinely be much higher than using comparable equipment from other manufacturers (or even using

non-module building pickers). CNH sold the Module Express to cotton farmers as a “revolutionary” picker that was powerful and reliable, and which would save farmers time and money and lead to a greater return on their investment. This was untrue, deceptive, and, upon information and belief, CNH knew it to be so, but acted intentionally and aggressively to continue to sell the high-priced Module Express pickers to unsuspecting farmers and to falsely claim that previous problems had been remedied.

A. The Module Express Pickers Have Significant Design And Manufacturing Defects.

37. The Module Express pickers have significant design and manufacturing failures. CNH, upon information and belief following investigation, pushed the Module Express to market knowing that it had significant design flaws, particularly in the hydraulic, power, and module forming components. Such flaws manifest themselves often in a lack of sufficient power to operate in diverse terrain and weather conditions and lead to consistent eventual failures and break-downs in the Module Express pickers. CNH attempted to remedy some of these issues through multiple software patches, but was unable to do so.

38. Further, CNH experienced continual and widespread manufacturing failures at the plant in which the Module Express pickers are made. All Module Express pickers in the United States were manufactured at a plant CNH owns and operates in Benson, Wisconsin. From the beginning of the Module Express

production, and consistently to this day, the Benson plant has had widespread problems with the manufacturing, workmanship, and assembly of Module Express pickers that caused the pickers to be faulty and to break down quickly and continually in the field. Upon information and belief, CNH was well-aware of the problems with implementing and controlling an effective manufacturing processes for the Module Express and repeatedly changed management at the Benson plant to try to correct them, but was unable to correct the design and manufacturing flaws that persist to this day with the Module Express pickers.

III. CNH Engaged In Separate, Related Deceptive And Unfair Conduct.

39. Additionally, CNH, based upon investigation, information, and belief, failed to make and supply sufficient replacement and repair parts for the Module Express pickers. CNH, through mismanagement or an attempt to limit its back-end costs for failing pickers, did not acquire or manufacture sufficient amounts of crucial replacement parts for the Module Express pickers from at least 2012 through the present. The result was that when, inevitably, Module Express pickers broke down, farmers could not get them repaired quickly enough. This is particularly problematic for cotton farming, where harvesting is weather and time sensitive and farmers often have as few as 20 days a year to bring in their cotton crop. To compound this failure, CNH's express warranty required purchasers to only use CNH approved parts or otherwise CNH would consider the express

warranty void. CNH knew that it was unable to supply sufficient volumes of replacement parts to keep its Module Express machines operating, but continued to sell Module Express pickers without disclosing this material fact. Farmers and putative class members were directly harmed as a result. CNH's conduct was unlawful, deceptive, and unfair.

**TOLLING AND ACCRUAL OF
THE APPLICABLE STATUTES OF LIMITATION**

40. **Equitable Tolling:** Class members, despite all due diligence, could not obtain vital information relevant to the existence of the claims brought in this lawsuit. A reasonable person would not know that the diminished value and faults in the Module Express could possibly be due to CNH's wrongful and intentionally wrongful conduct. Neither Plaintiff nor any member of the putative class could have discovered, through the use of reasonable diligence, that the CNH's conduct was unlawful and actionable within the time period of any applicable statutes of limitation. Nor could they have determined with the exercise of any reasonable diligence that the value of the Module Express would decrease precipitously, that CNH would not provide the parts and support necessary to maintain the Module Express pickers, or that CNH would intentionally depress the resale value of the Module Express pickers.

41. **Equitable Estoppel/Fraudulent Concealment:** Throughout the relevant time period, CNH actively concealed the wrongful conduct at issue in this

case, failed to disclose from putative class members material information concerning the defective design and manufacture of the Module Express pickers, the inadequate service and lack of replacement parts available to repair the Module Express pickers, and CNH's actions with regard to suppress the resale value of the Module Express pickers. Upon information and belief, CNH acted knowingly and intentionally to ensure that putative class members could not discover the nature and extent of the conduct giving rise to the claims brought herein, and that any class member who attempted to do so was prevented from suing within the statute of limitations. As a result, no putative class member could have discovered their claims, the issues with the Module Express pickers, or the conduct of CNH at issue in this litigation through the use of reasonable efforts or reasonable diligence.

FIRST CLAIM FOR RELIEF

Violation of the Wisconsin Deceptive Trade Practices Act

42. All allegations and paragraphs in this complaint are incorporated by reference into this claim.

43. This claim is brought by Plaintiff individually and on behalf of the class.

44. CNH is a "person, firm, corporation or association" as defined by Wisconsin Statutes § 100.18(1).

45. Plaintiff and members of the putative class are members of "the public" as defined by Wisconsin Statutes § 100.18(1).

46. With the intent to sell, distribute, or increase consumption of merchandise, services, or anything else offered by CNH to members of the public, CNH made, published, circulated, and placed before the public—or caused (directly or indirectly) to be made, published, circulated, placed before the public—advertisements, announcements, statements, and representations which contained assertions, representations, or statements of fact which are untrue, deceptive, and misleading.

47. CNH also engaged in such untrue, deceptive, and misleading conduct as part of a plan or scheme the purpose or effect of which was not to sell merchandise as advertised.

48. Among the untrue, deceptive, and misleading statements made by CNH to the public with the intent to induce an obligation—specifically the purchase or lease of a Module Express cotton picker—are set about above, including that the Module Express pickers are efficient, cost effective, powerful and can operate in difficult conditions, will produce consistent well-formed modules, require less maintenance than basket pickers, and reliable.

49. CNH makes these representations consistently in marketing materials, advertisements, and in newspaper articles.

50. These representations are not expressions of opinion, they are specific factual statements.

51. As set out above, the representations and scheme CNH enacted through them emanated from Wisconsin. CNH controls all marketing, manufacturing, and selling of the Module Express pickers from its corporate headquarters in Racine, Wisconsin. The representations at issue here were “made” in Wisconsin in that CNH “caused them to exist” from Wisconsin, and they were part of a nation-wide scheme whereby they were disseminated from Wisconsin across the country. Each representation at issue here was made before the parties entered into a contractual relationship to purchase the respective Module Express pickers which is the source of pecuniary loss for Plaintiff and putative class members.

52. The representations are untrue, deceptive and misleading, as discussed above, because CNH acted knowingly and intentionally with the purpose of causing and inducing Plaintiff and members of the putative class to purchase Module Express pickers which CNH knew to be faulty, defective, and which would not operate as promised, and which CNH knew it would not adequately provide service and parts for future repair, and which CNH knew it would artificially depress re-purchase and trade in values for in the future.

53. The representations caused a pecuniary loss to Plaintiff and members of the putative class in that each incurred damages as a direct result thereof. Through its conduct, CNH intended to—and in fact did—materially induce

Plaintiff and each member of the putative class to purchase or lease a Module Express picker which directly and proximately resulted in pecuniary losses, including not receiving the benefit of the bargain in purchasing the Module Express pickers, incurring transactional costs, purchasing equipment which lost value precipitously and was not re-sellable, losing time and money through inoperable equipment, incurring monetary costs associated with faulty equipment during harvest, and purchasing equipment for which CNH knowingly would not provide viable repair parts or services.

54. Plaintiff, on behalf itself and the putative class, seek all relief allowed by law, including damages, diminution of value, cost of repair or replacement, refund of full purchase price, attorney's fees under Wisconsin Statutes § 100.18(11), costs, injunctive relief, and punitive damages.

SECOND CLAIM FOR RELIEF
Breach of Implied Warranty of Merchantability

55. All allegations and paragraphs in this complaint are incorporated by reference into this claim.

56. This claim is brought by Plaintiff individually and on behalf of the class.

57. CNH sold goods, specifically the Module Express pickers, to T&M Farms and members of the putative class. CNH is in the business of manufacturing and selling such goods and does so regularly.

58. These goods were not merchantable at the time of sale. They were not fit for the ordinary purpose for which such goods are used, specifically for harvesting cotton and forming it into modules. Nor were they of average quality, as set out above.

59. Any attempt by CNH to limit or waive the implied warranty of merchantability that is established under law is ineffective as such attempt would only occur after contracting. When Plaintiff and putative class members purchase Module Express pickers through CNH dealers they agree to do so through initial documents which do not provide any express CNH warranty. To the extent an express warranty is subsequently provided, it is after such agreement is already made, and therefore any purported limitation of implied warranties in that document is without legal effect.

60. CNH has actual knowledge of the particular defects at issue in this case through internal communications and reports (tracking complaints from dealers detailing flaws in the Module Express pickers), direct complaints from customers and the public, and internal testing. CNH, at the corporate executive level, from its Racine, Wisconsin headquarters, is in constant contact with its highly-controlled dealers, both in the United States, and in other parts of the world in which cotton is produced and CNH sells pickers (South America, for example). CNH monitors cotton harvests and the operation of its pickers in such harvests and

was continually aware of the defects in the Module Express pickers. CNH received notice of the defects through complaints received by, and repairs conducted by, their controlled dealers, who were aware of the defects in the Module Express pickers and reported such defects to CNH. Additionally, CNH has received actual notice through other lawsuits which address such defects.

61. Plaintiff and class members have been damaged by CNH's breach of the implied warranty of merchantability through purchasing and owning Module Express pickers that do not operate as represented, were not fit for the purpose they were sold, and which lost value more quickly than they would have otherwise.

THIRD CLAIM FOR RELIEF
Breach of the Duty of Good Faith and Fair Dealing

62. All allegations and paragraphs in this complaint are incorporated by reference into this claim.

63. This claim is brought by Plaintiff individually and on behalf of the class.

64. CNH entered into contracts with each member of the putative class, either directly or through its controlled dealers, for the sale of Module Express pickers.

65. Inherent in every contract is the implied promise of good faith and fair dealing.

66. CNH breached the duty of good faith and fair dealing through the

conduct set out above, including by misrepresenting and failing to disclose the nature and quality of the pickers sold, by failing to adequately supply parts and support for necessary repairs, and by manipulating the buy-back and resale market for used pickers.

67. Such conduct was objectively unreasonable and evaded the spirit of the bargain between CNH and putative class members.

68. As a result of CNH's misconduct and breach of good faith and fair dealing, Plaintiff and putative class members did not receive the benefit of the bargain for which they contracted and have been otherwise damaged.

FOURTH CLAIM FOR RELIEF
Unjust Enrichment

69. All allegations and paragraphs in this complaint are incorporated by reference into this claim.

70. This claim is brought by Plaintiff individually and on behalf of the class.

71. To the extent necessary, this count is pled in the alternative to the other counts.

72. CNH received money from Plaintiff and each member of the putative class members, which in justice and equity it should not be permitted to keep. The benefit conferred by Plaintiff and each member of the putative class was non-gratuitous, CNH realized value from this benefit, and CNH has knowledge of that

benefit. It would be inequitable for CNH to retain this benefit without payment of the value to Plaintiff and the putative class.

FIFTH CLAIM FOR RELIEF
Fraud

73. All allegations and paragraphs in this complaint are incorporated by reference into this claim.

74. This claim is brought by Plaintiff individually.

75. The elements of common law fraud include the following: 1) the defendant made a representation of fact to the plaintiff; 2) the representation of fact was false; 3) the plaintiff believed and relied on the misrepresentation to her detriment or damage; 4) the defendant made the misrepresentation with knowledge that it was false or recklessly without caring whether it was true or false; and 5) the defendant made the misrepresentation with intent to deceive and to induce the plaintiff to act on it to her detriment or damage. *Tietsworth v. Harley-Davidson, Inc.*, 270 Wis. 2d 146, 157, 677 N.W.2d 233, (Wis. 2004); *citing Ollerman v. O'Rourke Co., Inc.*, 94 Wis. 2d 17, 26, 288 N.W.2d 95 (Wis. 1980).

76. CNH made false representations of fact, as set out above, including that the Module Express pickers are efficient, cost effective, powerful and can operate in difficult conditions, will produce consistent well-formed modules, require less maintenance than basket pickers, and reliable. CNH made such false representations in brochures, through agents, and otherwise to Plaintiff.

77. CNH made material omissions of fact, as set out above, including by failing to disclose that the Module Express Pickers suffered from significant design and manufacture flaws such that they did not have sufficient operational power to operate in adverse geographic or weather conditions, would not consistently form domed, weatherable bales, would continually break down and require more maintenance than traditional pickers, would operate less efficiently and require greater repair and operation costs than traditional pickers, and would lose value more quickly than they otherwise should have.

78. CNH knew that these affirmations of fact are false, knew them to be false when made, or made such misrepresentations recklessly.

79. CNH made such misrepresentations with the intent to deceive and induce Plaintiff to purchase Module Express Pickers.

80. Plaintiff believed and relied on CNH's fraudulent representations and omissions and as a direct and proximate pecuniary damages as a result.

81. Plaintiff has suffered pecuniary and such other and further damages as may be proven at trial.

SIXTH CLAIM FOR RELIEF
Negligent Misrepresentation

82. All allegations and paragraphs in this complaint are incorporated by reference into this claim.

83. This claim is brought by Plaintiff individually.

84. This claim is brought in the alternative to Count V.

85. CNH made representations of fact, as set out above, to Plaintiff and the public.

86. These representations are untrue and false, and CNH was negligent in makes such representations.

87. Plaintiff relied on CNH misstatements of fact and was damaged as a direct and proximate cause thereof.

PRAYER FOR RELIEF

Plaintiff, on behalf of itself and each member of the putative class, seeks:

- (1) an order certifying the proposed class and appointing Plaintiff as class representative and Plaintiff's counsel as class counsel;
- (2) all damages allowable, including pecuniary loss and refund of all purchase prices;
- (3) reasonable attorney's fees and costs;
- (4) injunctive relief;
- (5) full restitution of all amounts paid to Defendant; and
- (6) all other relief which the Court or jury should find appropriate.

Plaintiff demands a trial of all claims by struck jury.

Dated: January 14, 2019

Respectfully submitted,

ADEMI & O'REILLY, LLP

/s/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
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Of Counsel (to request admission)

PRICE ARMSTRONG, LLC

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CIVIL COVER SHEET

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

Place an X in the appropriate Box: Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS
T&M FARMS

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

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110
 (414) 482-8000-Telephone (414) 482-8001-Facsimile

DEFENDANTS
CNH INDUSTRIAL AMERICA, LLC

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

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

Attorneys (If Known)

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

1 U.S. Government Plaintiff
 2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

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

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

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

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

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

Brief description of cause:
 Violation of Wis. Stat. s. 100.18 and Wisconsin common law; jurisdiction under C.A.F.A.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: January 14, 2019 SIGNATURE OF ATTORNEY OF RECORD: s/ John D. Blythin

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

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

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

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

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

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

T&M FARMS

Plaintiff(s)

v.

CNH INDUSTRIAL AMERICA, LLC

Defendant(s)

Civil Action No. 19-cv-85

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CNH INDUSTRIAL AMERICA, LLC
c/o C T CORPORATION SYSTEM
301 S. BEDFORD ST., SUITE 1
MADISON, WI 53703

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:

_____ were received by me on *(date)* _____.

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)* _____, a person of suitable age and discretion who resides there, on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons and the attached complaint on *(name of individual)* _____ who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [CNH Industrial America Hit with Class Action Lawsuit Over Sale of Allegedly 'Fundamentally Flawed' Cotton Picker-Balers](#)
