

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

LEAH HOLLOWAY, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

BESTWAY USA, INC.; BESTWAY INFLATABLES
& MATERIAL CORP; BESTWAY GLOBAL
HOLDINGS, INC. and any other related entities,

Defendants.

Case No. 25-cv-12853

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff LEAH HOLLOWAY (“Plaintiff”), individually and on behalf of all others similarly situated, brings this class action against Defendants BESTWAY USA, INC.; BESTWAY INFLATABLES & MATERIAL CORP; BESTWAY GLOBAL HOLDINGS, INC.; and any other related entities (“Bestway” or “Defendants”).

BACKGROUND

1. This class action seeks damages and equitable relief arising from Defendants’ dangerous design and prolonged false and misleading representations regarding the safety of their pools and Defendants’ concealment of a known defect in certain Bestway-branded, above ground pools, (“Pools”). Defendants represented that the Pools were safe and reliable, despite being aware that design and manufacturing defects rendered them hazardous, particularly to families with young children. As a direct result of these misrepresentations, Plaintiff and Class Members purchased defective Pools that failed to perform as advertised and posed a substantial risk of serious injury.

2. Bestway is a private corporation headquartered in Chandler, Arizona. Founded in 2010, the company develops, manufactures, and sells recreational pools, including above-ground pools, spas, inflatable furniture, air mattresses, water toys, and outdoor play equipment.¹

3. Bestway is a subsidiary of Bestway Global Holding Inc., a Hong Kong-based company operating in the consumer goods industry with a workforce of over 5,000 employees worldwide.²

4. Bestway advertises to consumers as a provider of safe, high-quality pools.³ Its pools are widely distributed across the United States through retail and online channels. Bestway maintains control over its product design, manufacturing, and distribution processes, and thus, Bestway bears responsibility for ensuring the safety of the pools sold to individual consumers and families.

5. On their website, Bestway characterizes their company's core values as "respect, recognition, **accountability** [emphasis added], leadership, communication, and making a difference in our community."

6. Despite Bestway's representations regarding the safety and reliability of its pools, as well as their commitment to accountability, they have failed and deceived their consumers the selling and distribution of certain above-ground pools which have been determined to pose a significant risk to consumers.

7. On or around July 21, 2025, the U.S. Consumer Product Safety Commission (CSPC) announced a recall of approximately five million above-ground pools, 48 inches or taller, distributed by Bestway and other manufacturers (hereinafter "the Recall"). The Recall was issued

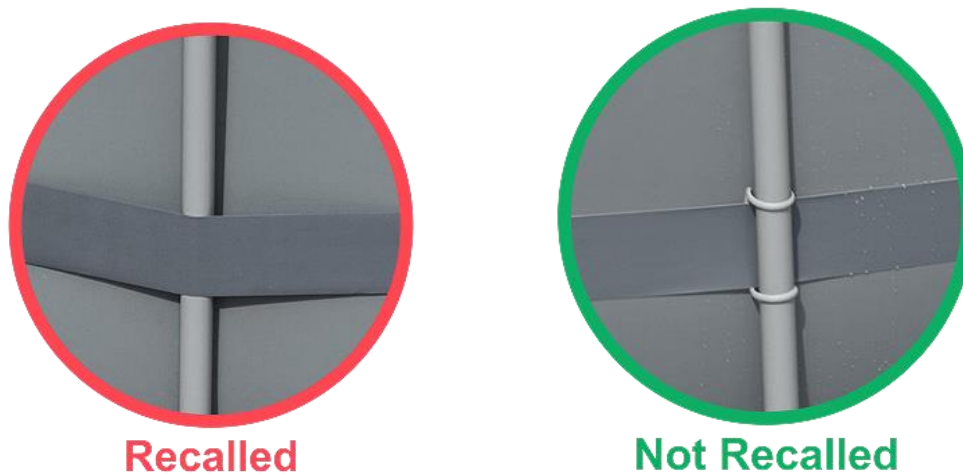
¹ <https://bestwayusa.com/> (last accessed September 23, 2025)

² <https://www.linkedin.com/company/bestway-global-holding/about/> (last accessed September 23, 2025)

³ <https://bestwayusa.com/our-story> <https://www.linkedin.com/company/bestway-global-holding/about/> (last accessed September 23, 2025)

because the compression straps which are on the outside of the pool's vertical support beams could serve as footholds, allowing children to access the pools and substantially increasing the risk of drowning.⁴

8. As shown on their website, Bestway represented which pools were affected by the recall⁵:



9. Such designs of the recalled above ground pools have resulted in the tragic deaths of nine children. As the CPSC Chairman, Peter A. Feldman, and CPSC Commissioner, Douglas Dziak, aptly articulated in a joint statement, “This is a textbook example of a dangerous design flaw, plainly visible and clearly hazardous. At least nine children aged 22 months to 3 years drowned as a direct result of this hazard... Years of inaction allowed these tragedies to occur.”⁶

⁴ <https://www.cpsc.gov/Recalls/2025/Bestway-Intex-and-Polygroup-Recall-Certain-Above-Ground-Pools-48-Inches-and-Taller-Due-to-Drowning-Hazard-Nine-Deaths-Reported-Five-Million-Pools-Sold-Since-2002> (last accessed September 23, 2025)

⁵ <https://bestwayusa.com/recalls-pool-strap> (last accessed September 23, 2025)

⁶ <https://www.cpsc.gov/About-CPSC/Commissioner/Douglas-Dziak-Peter-A-Feldman/Statement/Statement-of-Acting-Chairman-Peter-A-Feldman-and-Commissioner-Douglas-Dziak-Deadly-Design-in-Chinese-Pools-Triggers-Massive-Recall-CPSC-Leaders-Cite-Years-of-Inaction> (last accessed September 23, 2025)

10. Specifically, the Pools being recalled from Bestway include the Power Steel, Steel Pro, and the Coleman Power Steel Pool that were sold from 2008 to 2024.⁷

11. Pursuant to the Recall notice, customers were instructed to first identify if their above-ground pool was affected by the Recall by following a 5-step process, and once confirmed, they would have to proceed to a separate registration page “to provide the information needed to receive a free repair kit.”⁸

12. Consumers who purchased the Pools learned through the recall notice that the Pools posed a serious safety hazard requiring significant corrective action. To address the risks associated with the external compression straps, owners must invest substantial time and effort to obtain a repair kit and modify the straps accordingly. The repair kit consists of a mere rope that will allegedly substitute for the compression straps, maintaining the pool’s structural integrity.⁹ In addition, Plaintiffs and all Class Members are required to drain all water from the Pools before completing the repairs. These corrective measures impose considerable burdens on consumers and result in meaningful expenses.

13. Because the Pools failed to perform as advertised and did not meet the reasonable expectations of consumers, those who purchased them suffered damages.

JURISDICTION AND VENUE

14. This Court has subject-matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d) because (1) the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, (2) the action is a class action, (3) there are members

⁷ <https://www.usatoday.com/story/money/2025/07/22/pool-recall-2025-child-deaths/85315819007/> (last accessed September 23, 2025)

⁸ See, Bestway product recall; see also, <https://bwrecallsupport.expertinquiry.com/?lang=en>

⁹ *Id.*

of the proposed Class who are diverse from Defendants (including Plaintiff), and (4) there are more than 100 proposed Class members.

15. This Court has personal jurisdiction over Defendants because Defendants have purposefully availed itself to the laws, rights, and benefits of the State of Illinois.

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 (a)(1) because many Class Members reside in the Northern District of Illinois, and throughout the state of Illinois. Moreover, a substantial part of the events or omissions giving rise to the Classes' claims occurred in this district.

PARTIES

17. Plaintiff Holloway is a resident and citizen of Hemet, California.

18. Defendant Bestway USA is a corporation headquartered at 3435 S. McQueen Road, Chandler, AZ 85286.

19. Defendant Bestway Inflatables & Material Corp is a corporation with a registered address at 1161 Sandhill Ave Ste C, Carlson, CA 90746.

20. Defendant Bestway Global Holdings, Inc. is a corporation at 6001 W Jefferson Blvd, Los Angeles, CA 90016.

FACTUAL ALLEGATIONS

21. On or around March 4, 2023, Plaintiff purchased Defendants' Steel Pro Above Ground Pool for approximately \$427.38 online from Amazon.com.

22. Plaintiff considered Bestway a reputable company with a strong reputation for producing safe, reliable pools and that this pool would be no different.

23. Until this Recall, Plaintiff has never been informed of any recalls, defects, or potential hazards related to her purchase.

24. On July 21, 2025, Plaintiff along with other consumers of Defendants Pools were notified by CPSC of the Recall and that the affected Pools subject to the recall were the Power Steel, Steel Pro, and Coleman Power Steel above ground pool sold between 2008 to 2024.

25. As a part of the Recall, CSPC urged consumers of the affected Pools to contact Defendants immediately to receive a free repair kit and instructions on how to use the kit.

26. On the Bestway website, consumers of affected Pools are instructed to submit their Pools' Stock Keeping Unit (SKU) number to obtain the repair kit.

27. Consumers who purchased the Pools learned through the Recall notice that the Pools posed a serious and undisclosed safety hazard. Rather than providing a simple remedy, Defendants placed the burden on consumers to undertake significant corrective measures.

28. Specifically, to address the risks created by the external compression straps, owners must expend substantial time and effort to obtain a repair kit, modify the straps, and fully drain the pools before repairs can be made. These steps impose considerable inconvenience and additional costs on Plaintiff and Class Members, costs that would not have been incurred had the Pools been safe and as represented at the time of sale.

29. Because the Pools failed to perform as advertised and fell far short of the reasonable expectations of consumers, Plaintiff and Class Members suffered damages.

30. Although the repair kit is offered at no charge, consumers are required to locate and provide the SKU number of their pool, request the kit from Defendants, and wait for delivery before undertaking repairs. The repair process itself imposes substantial burdens, as Plaintiffs and Class Members must fully drain their pools, install the rope system, and cut away the existing compression straps. These corrective measures require significant time and effort and often result

in out-of-pocket costs, including water expenses to drain and refill the pools, as well as potential labor costs for consumers unable to complete the repairs themselves.

31. Because the Pools failed to perform as advertised and did not meet the reasonable expectations of consumers, Plaintiff and Class Members suffered damages.

CLASS ACTION ALLEGATIONS

32. Plaintiff, individually and on behalf of all others similarly situated, brings this class action pursuant to Fed. R. Civ. P. 23. The proposed Class is defined as follows:

Nationwide Class: All persons within the United States who purchased Defendants' affected Pools, including the Power Steel above ground pool, Steel Pro above ground pool, and Coleman Power Steel above ground pool from 2008 to 2024.

California Subclass: All persons within California who purchased Defendants' affected Pools, including the Power Steel above ground pool, Steel Pro above ground pool, and Coleman Power Steel above ground pool from 2008 to 2024.

33. Plaintiff reserves the right to modify, change, or expand the definitions of the proposed Classes based upon discovery and further investigation.

34. *Numerosity:* The proposed Class is so numerous that joinder of all members is impracticable. CSPC reports indicate that the number of Defendants' Pools subject to the Recall is in the millions, and though the number of individuals who qualify as class members is likely to approach this figure, the exact number is unknown to Plaintiffs. For example, some class members may have purchased more than one of Defendants' Pools. Nevertheless, the precise number of class members can be readily identified through Defendant's records.

35. *Commonality:* Questions of law or fact common to the Class include, without limitation:

- a. Whether the Pools in question were defective;
- b. Whether the defective nature of the Pools would be considered material;
- c. Whether the defective nature of the Pools constitute an unreasonable safety risk;
- d. Whether Defendants knew or should have known about the defective nature of the Pools;
- e. Whether Defendants had a duty to disclose, prior to purchase, the defective nature of the P)roducts to consumers;
- f. Whether the defective nature of the Pools has decreased the value of the Pools;
- g. Whether Defendants' conduct constitutes an unlawful breach of the implied warranty of merchantability;
- h. Whether Defendants' conduct constitutes an unlawful breach of express warranties;
- i. Whether Defendants fraudulently omitted material information in its interactions with consumers;
- j. Whether Defendants were unjustly enriched;
- k. Whether Plaintiff and Class members are entitled to damages and/or other monetary relief.

36. *Typicality*: The claims or defenses of Plaintiff are typical of the claims or defenses of the Class. Class members were injured and suffered damages in substantially the same manner as Plaintiff, Class members have the same claims against Defendant relating to the same course of conduct, and Class members are entitled to relief under the same legal theories asserted by Plaintiff.

37. *Adequacy*: Plaintiff will fairly and adequately protect the interests of the proposed Class and has no interests antagonistic to those of the proposed Class. Plaintiff has retained counsel experienced in the prosecution of complex class actions.

38. *Predominance*: Questions of law or fact common to proposed Class members predominate over any questions affecting only individual members. Common questions such as whether Defendant owed a duty to Plaintiff and the Class and whether Defendant breached its duties predominate over individual questions such as measurement of economic damages.

39. *Superiority*: A class action is superior to other available methods for the fair and efficient adjudication of these claims because individual joinder of the claims of the Class is impracticable. Many members of the Class are without the financial resources necessary to pursue this matter. Even if some members of the Class could afford to litigate their claims separately, such a result would be unduly burdensome to the courts in which the individualized cases would proceed. Individual litigation increases the time and expense of resolving a common dispute concerning Defendants' actions toward an entire group of individuals. Class action procedures allow for far fewer management difficulties in matters of this type and provide the unique benefits of unitary adjudication, economies of scale, and comprehensive supervision over the entire controversy by a single judge in a single court.

40. *Manageability*: Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

41. The Class may be certified pursuant to Rule 23(b)(2) because Defendants have acted on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

42. The Class may also be certified pursuant to Rule 23(b)(3) because questions of law and fact common to the Class will predominate over questions affecting individual members, and a class action is superior to other methods for fairly and efficiently adjudicating the controversy and causes of action described in this Complaint.

43. Particular issues under Rule 23(c)(4) are appropriate for certification because such claims present particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interests therein.

CAUSES OF ACTION

COUNT I

Violations of the California Unfair Competition Law Cal. Bus. & Prof. Code §§ 17200, *et seq.* (on behalf of Plaintiff and the California Sub-Class)

44. Plaintiff repeats and re-allege the allegations above as if set forth herein.

45. Defendants' business practices as complained herein violate the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* ("UCL").

46. Defendants' practices constitute "unlawful" business practices in violation of the UCL because, among other things, they violate warranty laws.

47. Defendants' actions and practices constitute "unfair" business practices in violation of the UCL, because, among other things, they are immoral, unethical, oppressive, unconscionable, unscrupulous or substantially injurious to consumers, and/or any utility of such practices is outweighed by the harm caused by consumers.

48. Defendants' actions and practices constitute "fraudulent" business practices in violation of the UCL because, among other things, Defendant's misrepresentations were likely to deceive reasonable consumers. Among other things, Defendants made affirmative

misrepresentations regarding the Pools. Specifically, Defendants represented that the Pools were safe and free of life-threatening defects. Defendants had a duty to disclose these material facts because the Pools were unsafe and because Defendants made affirmative representations about the Pools. If Plaintiff had known that the Pools were, in fact, defective and dangerous, Plaintiff would not have purchased the Pool.

49. As a result of Defendants' wrongful business practices, Plaintiff and the Class lost money and have suffered injury-in-fact.

50. Defendants' wrongful business practices present an ongoing and continuing threat and should be enjoined.

51. Plaintiff and the Class seek an order enjoining Defendants' unfair or deceptive acts or practices, equitable relief, and any other just and proper relief available. The claims for equitable relief are brought in the alternative should Plaintiffs not have an adequate remedy at law.

52. Accordingly, Plaintiffs and members of the Class are entitled to judgment and equitable relief.

COUNT II
Violations of the California False Advertising Law
Cal. Bus. & Prof. Code §§ 17500 ("FAL")
(on behalf of Plaintiff and the California Sub-Class)

53. Plaintiff repeats and re-allege the allegations above as if set forth herein.

54. Plaintiff brings this claim on behalf of the California State Sub-Class (the "Class" for purposes of this Count).

55. The FAL provides that "[i]t is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services" to disseminate any statement "which is untrue or misleading, and

which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

56. It is also unlawful under the FAL to disseminate statements concerning property or services that are “untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.” *Id.*

57. As alleged herein, the advertisements, marketing, acts, and practices of Defendants relating to the safety, manufacture testing, and oversight of the Pools misled consumers acting reasonably, as stated above.

58. Plaintiff and Class members suffered injuries in fact as a result of Defendants’ actions as set forth herein because they purchased the Defendants’ Pools in reliance on Defendants’ false and misleading claims concerning, among other things, the Pools’ safety, quality, and manufacturing oversight.

59. Defendants’ business practices as alleged herein constitute deceptive, untrue, and misleading advertising pursuant to the FAL because Defendants have advertised and marketed the Pools in a manner that is untrue and misleading, which Defendants knew or reasonably should have known, and omitted material information from its advertising and marketing.

60. Defendants profited from its sale of the falsely and deceptively advertised and labeled Pools.

61. As a result, Plaintiff and the Class are entitled to damages, equitable relief, restitution, and an order for the disgorgement of the funds by which Defendants were unjustly enriched.

62. Plaintiff and the Class were damaged because they would not have purchased Defendants’ Pools had they known the true facts regarding its safety and defective condition.

COUNT III

Negligence

(on behalf of Plaintiff and the Nationwide Class)

63. Plaintiff repeats and re-allege the allegations above as if set forth herein.

64. At all times relevant, Defendant had a duty to provide Plaintiff and the other members of the Class with safe Pools.

65. Defendant breached this duty by failing to ensure the safety of its Pools.

66. As a result of the Recall, Plaintiff and the other Class Members were harmed in that they suffered economic injury and lost the benefit of the bargain relating to their purchase price of Defendants'.

67. Defendants' breach of its duty caused Plaintiff and the other Class Members damages both proximately and factually.

68. Had Defendants properly designed and manufactured their above-ground pools, and properly examined and tested their Pools prior to sale, Plaintiff and the other Class Members would not have been injured and/or damaged as they would not have purchased unsafe pools.

69. As a direct and proximate result of Defendants' conduct, Plaintiff and Class Members have been injured and sustained damages.

COUNT IV

Breach of Implied Warranty

(on behalf of Plaintiff and the Nationwide Class)

70. Plaintiff repeats and re-allege the allegations above as if set forth herein.

71. The sale of Defendants' Pools created an implied warranty of merchantability pursuant to U.C.C. § 2-314.¹⁰

¹⁰ All fifty States, the District of Columbia, and Puerto Rico have codified and adopted U.C.C. § 2-314: Ala. Code § 7-2-314; Alaska Stat. § 45.02.314; Ariz. Rev. Stat. Ann. § 47-2314; Ark. Code. Ann. § 4-2-314; Cal. Com. Code § 2314; Colo. Rev. Stat. § 4-2-314; Conn. Gen. Stat. Ann. § 42a-2-314; 6 Del. Code. § 2-314; D.C. Code. § 28:2-314; Fla. Stat. Ann. § 672.314; Ga. Code. Ann. § 11-2-314; Haw. Rev. Stat. § 490:2-314; Idaho Code § 28-2-314; 810 Ill.

72. The defect caused the Pools to be unmerchantable because the Pools cannot perform their essential functions according to what the average purchaser would reasonably expect.

73. The warranty covers the defect and any damage proximately caused by the defect.

74. Defendants breached the warranty because the Pools are not fit for their ordinary purpose of being a reasonably safe place for people to use, climb in, and swim in as intended. The Pools contained the defect, rendering the Pools unsafe to use as intended. Therefore, the Pools are not fit for their ordinary purpose. Moreover, Defendants breached the warranty because it was unwilling or unable to remedy the defect within a reasonable time, and any attempt to remedy the defect has been ineffective.

75. Defendants' breach deprived Plaintiff and Class members of the benefit of the bargain.

76. Defendants attempt to disclaim or limit the warranty is unconscionable and unenforceable under the circumstances here because:

- a. Defendants knowingly sold a defective product without informing consumers about the defect;
- b. The time limits contained in Defendants' warranty period are unconscionable and inadequate to protect Plaintiffs and members of the Class;
- c. Plaintiff and Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favor Defendants; and

Comp. Stat. Ann. 5/2-314; Kan. Stat. Ann. § 84-2-314; Ky. Rev. Stat. Ann. § 355.2-314; La. Civ. Code Art. 2520; 11 Me. Rev. Stat. Ann. § 2-314; Md. Code. Ann. § 2-314; Mass. Gen. Law Ch. 106 § 2-314; Mich. Comp. Laws Ann. § 440.2314; Minn. Stat. Ann. § 336.2-314; Miss. Code Ann. § 75-2-314; Mo. Rev. Stat. § 400.2-314; Mont. Code Ann. § 30-2-314; Nev. Rev. Stat. U.C.C. § 104.2314; N.H. Rev. Ann. § 382-A:2-314; N.J. Stat. Ann. § 12A:2-314; N.M. Stat. Ann. § 55-2-314; N.Y. U.C.C. Law § 2-314; N.C. Gen. Stat. Ann. § 25-2-314; N.D. Stat. § 41-02-314; Ohio Rev. Code Ann. § 1302.27; Okla. Stat. tit. 12A § 2-314; Or. Rev. Stat. § 72.3140; 13 Pa. C.S. § 2314; P.R. Laws. Ann. Tit. 31, § 3841, et seq.; R.I. Gen. Laws § 6A-2-314; S.C. Code Ann. § 36-2-314; S.D. Stat. § 57A-2-314; Tenn. Code Ann. § 47-2-314; Tex. Bus. & Com. Code Ann. § 2-314; Utah Code Ann. § 70A-2-314; Va. Code § 8.2-314; Vt. Stat. Ann. 9A § 2-314; W. Va. Code § 46-2-314; Wash. Rev. Code § 62A 2-314; Wis. Stat. Ann. § 402.314; and Wyo. Stat. § 34.1-2-314.

d. A gross disparity in bargaining power existed between the parties.

77. The essential purpose of the warranty failed because Plaintiff and Class members are unable to reasonably obtain a workable remedy pursuant to the terms of the warranty, so Plaintiff and Class members are entitled to a remedy that is not limited by the terms of the warranty.

78. Plaintiff and Class members have complied with all obligations under the warranty or otherwise have been excused from performance of said obligations as a result of Defendant's conduct described herein.

79. As a direct and proximate result of Defendants' conduct, Plaintiff and Class members have been injured and sustained damages.

COUNT V
Unjust Enrichment
(on behalf of Plaintiff and the Nationwide Class)

80. All preceding paragraphs are incorporated by reference.

81. Plaintiff and the putative Class members conferred a benefit upon Defendants by purchasing the Pools – payments that Defendants knowingly accepted while aware of the product's defect and unfitness for its intended use.

82. Defendants knew or should have known that the payments made by Plaintiff and the Class were given with the expectation that the Pools would have the qualities, characteristics, and suitability for the use represented and warranted by Defendant. As such, it would be inequitable for Defendants to retain the benefit of the payments under these circumstances.

83. Defendants represented to Plaintiff and Class members that their Pools were reliable, merchantable, and in good repair.

84. The defect caused the Pools to fail to conform to the performance, durability, capability, and reliability that Defendants represented and were therefore of a substantially lesser quality and value than Defendants represented.

85. Defendants knew or should have known that their Pools could not conform to their representations because of the defect.

86. Defendants misrepresented, concealed, and omitted material information concerning the defect.

87. The defect and the facts misrepresented, concealed, and omitted by Defendant are material because a reasonable consumer would have considered them to be important in deciding whether to purchase their Pools.

88. Defendants misrepresented, concealed, and omitted material information concerning the defect in order to induce Plaintiff and Class members to purchase their Pools at a substantially higher price than what they would otherwise have paid.

89. Plaintiff and Class members reasonably and justifiably relied on Defendants' representations and advertisements when purchasing their Pools.

90. Plaintiff and Class members would not have purchased the Pools if they knew of the defect, or they would have only paid substantially less.

91. Plaintiffs and Class members conferred substantial benefits on Defendant by purchasing defective Pools at a premium without receiving a product that conformed to Defendants' representations.

92. Defendants knowingly and willingly accepted and enjoyed these benefits.

93. Defendants' retention of these benefits would be inequitable because Defendant obtained benefits to the detriment of Plaintiff and Class members when Plaintiff and Class members did not obtain their promised benefits.

94. As a direct and proximate result of Defendants' conduct, Plaintiff and Class members are entitled to restitution.

95. Plaintiff and the Class seek disgorgement of all profits resulting from the overpayments made by Plaintiff and the Class.

PRAYER FOR RELIEF

WHEREFORE, the following relief is requested:

- a. An order certifying this action as a class action.
- b. An award of statutory, compensatory, incidental, consequential, and punitive damages and restitution to the extent permitted by law in an amount to be proven at trial.
- c. An order enjoining Defendants' unlawful conduct.
- d. An award of attorneys' fees, expert witness fees, costs, and Class representative incentive awards as provided by applicable law.
- e. An award of interest as provided by law, including pre-judgment and post-judgment interest.
- f. Such other and further relief as this Court may deem just, equitable, or proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues.

Dated: October 21, 2025

REESE LLP

/s/ Michael R. Reese

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The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

I. (a) PLAINTIFFS

Leah Holloway

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

(c) Attorneys (firm name, address, and telephone number)
Michael Reese (212) 643-0500

REESE LLP 100 W. 93rd St, NY NY 10025**DEFENDANTS****Bestway USA, Inc.**

County of Residence of First Listed Defendant **Maricopa County**
(In U.S. plaintiff cases only)

Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Check 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 (For Diversity Cases Only.)
(Check one box, only for plaintiff and one box for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated or Principal Place of Business in This State	☐ 4	☐ 4
Citizen of Another State	☒ 2	☐ 2	Incorporated and Principal Place of Business in Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

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

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	OTHER STATUTES	
☐ 110 Insurance	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal ☒ 385 Property Damage Product Liability	☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement	☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act PROPERTY RIGHTS ☐ 820 Copyright ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 (DTSA)	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729 (a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 485 Telephone Consumer Protection Act (TCPA) ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Arts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
☐ 120 Marine					
☐ 130 Miller Act					
☐ 140 Negotiable Instrument					
☐ 150 Recovery of Overpayment & Enforcement of Judgment					
☐ 151 Medicare Act					
☐ 152 Recovery of Defaulted Student Loan (Excludes Veterans)					
☐ 153 Recovery of Veteran's Benefits					
☐ 160 Stockholders' Suits					
☐ 190 Other Contract					
☐ 195 Contract Product Liability					
☐ 196 Franchise					
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/ Disabilities-Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	BANKRUPTCY ☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 IMMIGRATION ☐ 462 Naturalization Application ☐ 463 Habeas Corpus - Alien Detainee (Prisoner Petition) ☐ 465 Other Immigration Actions	FORFEITURE/PENALTY ☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other	SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAXES ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Check one box, only.)

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

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)**28 U.S.C. 1332(d)****VII. PREVIOUS BANKRUPTCY MATTERS** (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)**VIII. REQUESTED IN COMPLAINT:**☒ Check if this is a class action under Rule 23, F.R.C.V.P.

Demand \$ 5000000

CHECK Yes only if demanded in complaint:

Jury Demand: ☒ Yes ☐ No**IX. RELATED CASE(S) IF ANY** (See instructions):Judge **Lindsay Jenkins**

CaseNumber 25-cv-9570

X. Is this a previously dismissed or remanded case?☐ Yes ☒ No If yes, Case #

Name of Judge

Date: **October 21, 2025**Signature of Attorney of Record **/s/ Michael R. Reese**