

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MONTANA,
GREAT FALLS DIVISION

Jay Nelson, individually and on behalf of all others similarly situated
v. Forest River Inc.

Nelson v. Forest River · No. CV-22-49-GF-BMM · Decided November 25, 2025

SUMMARY

The United States District Court for the District of Montana rules on the parties’ motions in limine in a putative class action concerning alleged defects in the seven-way wiring system of Forest River fifth-wheel trailers. The court denies, grants in part, or reserves ruling on motions addressing expert damages testimony, recalls and remedial measures, warranty claims, fire evidence, hearsay, financial-condition evidence, expert opinions, and other trial issues. The court’s order is dated November 25, 2025.

CASE DETAILS

COURT	United States District Court for the District of Montana, Great Falls Division
JURISDICTION	United States District Court for the District of Montana, Great Falls Division
DECIDED	November 25, 2025
DOCKET	CV-22-49-GF-BMM
DISPOSITION	other
PROCEDURAL POSTURE	Order resolving the parties' motions in limine before trial in a putative class action involving alleged wiring defects in a fifth-wheel recreational vehicle.
STANDARD OF REVIEW	Motions in limine are committed to the district court's discretion, including whether to reserve ruling until trial. A motion should be granted only when the evidence is inadmissible on all potential grounds, and the motion should not be used to resolve factual disputes or weigh evidence.
PRECEDENTIAL VALUE	unpublished district court order; persuasive authority only
PARTIES	Jay Nelson, individually and on behalf of all others similarly situated v. Forest River Inc.

TOPICS

motion in limine

expert testimony

evidence

class actions

hearsay

PRACTICE AREAS

evidence

civil procedure

class actions

consumer protection

products liability

QUESTIONS PRESENTED

1. Whether Rojas was qualified and sufficiently reliable under Federal Rule of Evidence 702 to testify regarding class-wide damages and repair costs.
2. Whether evidence of Forest River's recalls and other subsequent remedial measures was admissible under Federal Rule of Evidence 407.
3. Whether evidence concerning Forest River's consent decree, unrelated warranty claims, financial condition, and use of fire symbols should be excluded under the Federal Rules of Evidence.
4. Whether Nelson's experts' field investigations and towing-experiment photographs should be excluded because of discovery, destructive-testing, or prejudice concerns.
5. Whether certain expert testimony, hearsay relied upon by experts, allegations concerning an expert's prior fraud litigation, and arguments concerning wiring standards or fire risk should be excluded before trial.
6. Whether Forest River could dispute the common design of towable fifth-wheel RVs within the certified Montana class.

HOLDINGS

1. Rojas may testify regarding class-wide damages and repair costs because his engineering experience with root-cause analysis, electrical failures, inspections, and repair methods qualified him to offer the opinions and the proposed testimony satisfied the court's Rule 702 reliability requirements at the motion-in-limine stage.
2. Evidence of subsequent remedial measures is inadmissible to prove negligence, culpable conduct, product defect, notice or knowledge of a defect, or the need for a warning, but may be admissible for purposes recognized by Federal Rule of Evidence 407, including impeachment or disputed feasibility of precautionary measures. The court excluded evidence concerning recalls of RV models outside the Montana class, while reserving a final ruling on the 2024 Puma and Cedar Creek recalls.
3. The court excluded evidence concerning Forest River's 2015 NHTSA consent decree and warranty claims unrelated to the seven-way cord, subject to limited door-opening exceptions for the consent-decree evidence.
4. The court denied exclusion of Nelson's experts' field investigations because Forest River did not possess, custody, or control the inspected products and Nelson had no duty on the facts presented to notify Forest River of the investigations. The court also declined to exclude the investigations for alleged destructive testing.

5. Evidence of Forest River's financial standing, size, operations, or ability to pay damages was excluded during the liability phase, except for voir dire, but may be admitted during a punitive-damages phase if the jury first determines that punitive damages are warranted.
6. Forest River may not dispute the common design of its towable fifth-wheel RVs within the certified Montana class, unless Nelson opens the door to that evidence. Evidence concerning other towable vehicles outside the certified class was not anticipated at trial.
7. The court denied exclusion of the towing-experiment photographs, arguments concerning loom-protection violations, the class damages model, loss-of-use damages, testimony about product quality and alleged defects, questions concerning expert representations to dealerships, expert rebuttal testimony concerning applicable industry standards, and evidence that the wiring system rarely causes fires or presents a low fire risk. The court reserved ruling on several matters until trial.

KEY QUOTATIONS

“A court will grant a motion in limine only if “the evidence is ‘inadmissible on all potential grounds.’” (2)

“Motions in limine “should not be used to resolve factual disputes or weigh evidence.”” (2)

“denial of a motion in limine does not necessarily mean that all evidence contemplated by the motion will be admitted at trial.” (2)

“Federal Rule of Evidence 407 plainly requires that feasibility of precautionary measures must be in dispute before a court can admit evidence under the exception to subsequent remedial measure.” (6)

FACTUAL BACKGROUND

Nelson alleges that his 2019 Puma fifth-wheel trailer began smoking because of a defect in its seven-way wiring system. He asserts claims involving alleged wiring and conductor-protection defects, including negligence, punitive damages, and violations of the Montana Consumer Protection Act, and seeks class-wide relief for a certified Montana class of fifth-wheel trailers. Nelson's expert, Folkers Rojas, proposed opinions concerning the defect, repair methods, and class-wide damages. The parties also sought to introduce or exclude evidence concerning recalls, other RV fires, warranty claims, expert field investigations, financial condition, and related subjects.

PROCEDURAL HISTORY

Nelson filed a complaint and four amended complaints alleging that a 2019 Puma fifth-wheel trailer began smoking because of a defect in its seven-way wiring system. He also sought class certification, which the court granted and denied in part in prior orders. Before trial, the parties filed competing motions in limine concerning expert testimony, subsequent remedial measures, hearsay, damages, recalls, financial-condition evidence, and other evidentiary subjects.

DISPOSITION

other

CASES CITED

- United States v. Heller, 551 F.3d 1108, 1111 (9th Cir. 2009)
- United States v. Bensimon, 172 F.3d 1121, 1127 (9th Cir. 1999)
- BNSF R.R. v. Quad City Testing Lab., Inc., CV-07-170-BLG-RFC, 2010 U.S. Dist.
- Frost v. BNSF Ry. Co., 218 F. Supp. 3d 1122, 1133 (D. Mont. 2016)
- Ducheneaux v. Lower Yellowstone Rural Elec. Ass'n, No. CV 19-6-BLG-TJC, 2021 U.S. Dist. LEXIS 98985, at *25 (D. Mont. May 25, 2021)
- Lytle v. Nutramax Lab'ys, Inc., 114 F.4th 1011, 1024 (9th Cir. 2024)
- Daubert v. Merrell Dow Pharmaceuticals, Inc., 509 U.S. 579, 592 (1993)
- Oddo v. Arocaire Air Conditioning and Heating, 2020 WL 5267917, at *29-*30 (C.D. Cal. May 18, 2020)
- In re Foreign Exchange Benchmark Rates Antitrust Litigation, 13-Civ.-7789, 2022 WL 4087842, at *1 (S.D.N.Y. Sept. 6, 2022)
- Synder v. Fleetwood RV, Inc., 2015 WL 13002320, at *1 (S.D. Ohio May 14, 2015)
- Ostrander by Ostrander v. Cone Mills, Inc., 119 F.R.D. 417, 419 (D. Minn. 1988)
- Geddes v. United Fin. Group, 559 F.2d 557, 560 (9th Cir. 1977)
- Rodriguez v. JLG Industries, Inc., 2012 WL 12882925, at *12 (C.D. Cal. Oct. 29, 2012)
- Port City Ventures, L.L.C. v. Angle, 277 So. 3d 522, 525-28 (La. Ct. App. 2019)
- Cabrera v. Romano's Macaroni Grill Puerto Rico, Inc., 2024 WL 4905665, at *9 (D.P.R. Nov. 27, 2024)
- In re Terrorist Attacks on Sept. 11, 2001, 2023 WL 3116763, at *7 (S.D.N.Y. Apr. 27, 2023)

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