

No. _____

IN THE SUPREME COURT OF THE UNITED STATES

STEPHANIE ANDREWS, et al,¹

Petitioners,

v.

LANDS' END, INC., et al,²

Respondents.

**AMENDED APPLICATION FOR EXTENSION OF TIME
TO FILE PETITION FOR WRIT OF CERTIORARI TO
THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT**

To the Honorable Amy Coney Barrett, Circuit Justice for the Seventh Circuit:

For good cause stated in this application under Supreme Court Rule 13.5,

Petitioners, Stephanie Andrews, *et al*, Plaintiffs-Appellants in Case No. 23-3162 decided by the United States Court of Appeals for the Seventh Circuit on review of an order of the United States District Court for the Western District of Wisconsin in Case No. 19-cv-1066-jdp, request an extension of time to petition for a writ of certiorari.³

With counsel for Respondents having expressed by email reply that Respondents

¹ Petitioners, including Stephanie Andrews, are listed in Exhibit A to this amended application.

² The other respondent is Lands' End Outfitters, Inc.

³ Case No. 19-cv-1066-jdp (Andrews) (individual personal injury) travelled with Case. No. 19-cv-823-jdp (Gilbert) (property damage) in the district court but were distinctly different, as described on pages 2 through 4 of the Seventh Circuit's opinion attached as Exhibit B to this application.

have no opposition to an extension of time to file a petition for writ of certiorari, Petitioners request a 60-day extension of time through Monday, June 8, 2026.

The decision in the Seventh Circuit was entered on January 9, 2026, and the time to file a petition will currently expire on April 9, 2026. This application is being filed more than 10 days before the due date.

This Court would have jurisdiction under 28 U.S.C. § 1254(1). Attached are copies of the October 23, 2025, decision below (Exhibit B) and the January 9, 2026, order respecting rehearing (Exhibit C).

The extension of time requested is justified because this month, on March 11, 2026, Bruce A. Maxwell, a member of the Bar of this Court, No. 201665, and principal counsel for Petitioners since the inception of this case, suffered a fall at home, striking his head and resulting in immediate emergency care by physicians at Mayo Clinic Jacksonville. He was diagnosed with a concussion from the head injury with a significant scalp wound and internal injuries including fractures of multiple ribs. He remains under medical care and has not returned to the firm's law offices and, for now, is not using a computer at home for remote law office work.

Mr. Maxwell, having been lead counsel for Petitioners both before and since the filing of this action, is the lawyer with sufficient knowledge at this time with respect to the record (pleadings, motions, hearings, case conferences, orders, discovery, evidence). However, as a result of the injuries sustained, Mr. Maxwell became and remains unable to carry forward the preparation of a petition for writ of certiorari. Those circumstances have made it impossible for a proper petition for writ of certiorari to be prepared for presentation to this Court before the April 9, 2026, due date.

As it is unknown if or when Mr. Maxwell will be able to return to the focused work necessary to prepare a petition, the undersigned, Wayne Hogan, a member of the Bar of this Court, No. 167061, and a principal in the Petitioners' law firm, Terrell Hogan Yegelwel, P.A., has begun a comprehensive review of the extensive factual and legal record in both courts below for the purpose of being able within the extended time requested in this application to properly consider the filing of a petition for a writ of certiorari and whether additional counsel should or can be associated within the extended time requested, and to prepare a petition for filing with this Court.

For the reasons set out above, this application to extend time is justified and is respectfully submitted,



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Counsel for Petitioners

April 8, 2026

Exhibit A
Andrews Plaintiffs / Appellants

1	Abamonte, Joseph	38	Banks, Dana
2	Abate, Julie	39	Barauskas, Christina
3	Abbey, Kimberly	40	Baretta, Debra
4	Adams, Alina	41	Barnes, Denise A.
5	Adams, Kathy	42	Barnett (Martin), Lynda
6	Adams, Korey	43	Barrera, Kimberly
7	Adams-Conner, Carol	44	Barthelemy, Angela
8	Ailor, Maria Esther	45	Bazanstone, Javier
9	Alfaro, Erica	46	Beckstrand, John
10	Allen, Cynthia	47	Behrends, Cori
11	Allen, Alexandria	48	Bell, Linda
12	Allison, Sharon	49	Bell, Kelly
13	Alminar, Eeva	50	Benatti, Maura
14	Alvarado, Ashley	51	Berg, Cindy
15	Alves, Barbara	52	Berzel, Cynthia
16	An, Kyoungmi	53	Besner, Michael
17	Anderson, Jami Lyn	54	Betson, Nicole
18	Anderson, Rika	55	Bever, Jean
19	Anderson, Marcella	56	Bez, Kathlyn
20	Anderson, Talja	57	Bhardwaj, Mona
21	Anderson, Tracey	58	Biasucci, Polly
22	Andrews, Stephanie	59	Biggers, Sabrina
23	Andrews-Winey, Victoria	60	Bigler, Sacha
24	Annmer, Carlis	61	Bishop, Sharon
25	Anthony, Patricia	62	Black, Janet
26	Antonelli, Annmarie	63	Blake-Wilks, Julia
27	Arana, Hilary	64	Blevins, James
28	Arch-Hayosteck, Rochelle	65	Blitz, Frances
29	Arroyo-Roppo, Maia	66	Bodene, Kathleen
30	Artis, Nakisha	67	Bodznick, Christy
31	Atkins, Stacey	68	Boerma, Mary
32	Audsley, Bonnie	69	Bolduc, Amanda
33	Augustin, Lyn	70	Bolla, Lorraine
34	Austin, Janelle	71	Bowden, Marilyn
35	Aviles, Nina	72	Bowers, Karen
36	Baird, Lawrence	73	Bowman, Erika
37	Baldoz, Jenni	74	Brabeck, Christine

75	Bradley, Jaclyn	119	Conway, Diane
76	Brand, Madolyn	120	Cooper, Kathleen
77	Breedlove, Kathleen	121	Corona, Geralee
78	Brennan, Eileen	122	Corsello, Denise
79	Brenner, Cherie	123	Cortis, Michael
80	Brewer, Monica	124	Cotnoir, Kathleen
81	Britt, Kate	125	Couvillion, Susan
82	Brown, Allison	126	Cowling, Marsha
83	Brown, Elizabeth	127	Cox, Dredrick
84	Bruce, Jennifer	128	Craps, Bryce
85	Bryant-Bunus, Joyce	129	Creech, Linda
86	Bryson, Denise	130	Crowell, Angela
87	Bucci, Jacqueline Jacki	131	Cuchiara, Carmen
88	Bundy, Jenny	132	Culberson, Travis
89	Buono, Kayla	133	Davis, Jo-Lynne
90	Burgueno, Pascale	134	Davis, Toynal
91	Burrey, Erin	135	Davis, Elaine
92	Butler, Faye	136	Davis, Sonja
93	Cain, Cha	137	Dawkins-Hendricks, Tia
94	Caldarella, Antonietta	138	Dealy, Anne
95	Calvao, Priscilla	139	Dean, Cana D'nan
96	Calvert, Amanda	140	Deangelis, Tamara
97	Campbell, Kathy	141	Dela, Alexandra
98	Caner, Maryellen	142	Delapenha, Jennifer
99	Carns, Laurette	143	Del-Banio, Diane
100	Carpentieri, Janet	144	Demaggio, Veronica
101	Carter, Deborah	145	Dennis, Kay
102	Caudill, Sherry	146	Devega, Herny
103	Challis, Tiffany	147	Deveny, Joann
104	Chavez, Denise	148	Diamond, Nancy
105	Cheung, Pauline	149	Dibella, Kayla
106	Chiaccio, Joseph	150	Dieu, Nagelah
107	Christensen-Dahl, Deborah	151	Dinges, Linda
108	Clark, Breonte	152	Dingle, Matthew Sean
109	Clary, Janis	153	Dirienzo, Joanna
110	Cleveland, Erin	154	Disangro, Michelle
111	Cocherell, Ronda	155	Disantis, Karen
112	Cochrane, Gigi	156	Dixon, Nina
113	Cole, Emma	157	Doherty, Samantha
114	Coleman, Autumn	158	Dolezal, Margaret
115	Coleman (Troutman), Andrea	159	Dorman, Nancy
116	Collins, Jacquelyn	160	Doss, Michele
117	Comerford, Katherine	161	Drewe, Laura
118	Constant, Donna	162	Dross, De Vere Dreger Von

163	Duhamel, Louise	207	Gold, John
164	Dunn, Molly	208	Goleski, Linda
165	Duranthon, Harriett	209	Gondek, MaIyjo
166	Durnshia, Cynthia	210	Gonzalez, Amber
167	Dyssegard, Jan	211	Grady, Trena
168	Edwards, Johnny	212	Grant, Jamie
169	Edwards, Margaret	213	Granvold, Chandra
170	Egland, Brent	214	Gray, Shannon
171	Ellis, Gina	215	Gray, Kathleen
172	Erick, Cheryle	216	Green, Jennifer
173	Espinosa, Jessica	217	Greer, Misha
174	Etherton, Junko	218	Gregory, Reiauh
175	Fan-ell, Deborah	219	Griffin, Kelci
176	Faner, Lawrence	220	Griffith, Carmen
177	Fanis, Eva	221	Groulx, Nevine
178	Faulk, Leslie	222	Guinn, Gregory
179	Fazio, Nicole	223	Guna, Stephanie
180	Fiedler, Melissa	224	Hadler, Debra
181	Fine, Jamie	225	Haeffner, Christa
182	Fitch, Kimberly	226	Hair, Molly
183	Fitzgerald, Alicia	227	Hale, Dorothy
184	Fletcher, Kathy	228	Hallagan, Karen
185	Flynn, Kathryn	229	Hall-Shipman, Linda
186	Foote, Ashleigh	230	Hammer, Kristine
187	Forthofer, Charles	231	Handke, Claudette
188	Fortuna, Lisa	232	Hannigan, Victoria
189	Franzen, Judith	233	Hansen, Barbara
190	Fuentes, Belissa	234	Hansen, Darla
191	Fuji, Myra	235	Hansen, Teresa
192	Fultz, Twila	236	Hansen, Regina
193	Gaddy, Deborah	237	Harding, Samantha
194	Gaither, Jada	238	Harminder, Samra
195	GaiTison, Bailey	239	Harris, Kelli
196	Garcia, Norma	240	Harris, Kelly
197	Garcia, Denise	241	Hayden Bell, Lewis
198	Garcia, Prima	242	Hayes, Spencer
199	Garrett, Judy	243	Haynes, Pam
200	Genova, Karen	244	Hayward, Cathie
201	Gentry, Michele	245	Heffelfinger, Phyllis
202	Gerard, Sarah	246	Heist, Kelli
203	Germann, Jane	247	Heist, Nelly
204	Gest, Amy	248	Held-Szlasa, Cindy
205	Glover, Blair	249	Henchal, Shawn
206	Godbolt, Mari	250	Henley, Bronwyn

251 Henning, Laura
252 Hensley, Susan
253 Herny, Tanisha
254 Herrera, William
255 Hershberger, Laura
256 Hobson, Tori
257 Hodge, Katharine
258 Hodges, Cheri
259 Hogan, Lisa
260 Hollingswo1th, Judy
261 Hotvedt, Heather
262 Housholder, Kari
263 Howard, Lindsey
264 Howell, Jeannie
265 Hu Tzu, Ming
266 Huisman, Julie
267 Hunt, Stephanie
268 Hutson, Kendra
269 Hyman, Angela
270 Isidore, Ursula
271 Jackson, Kenneth
272 Jackson, Paula
273 Jackson, Laura
274 Jagielo, Kaitlyn
275 Jay, Karen
276 Johnke-Henzler, Kari
277 Johnsen, Sha1mon
278 Johnson, Benita
279 Johnson, Beth
280 Jones, Tamika
281 Jones, Tonise
282 Jones, De Jur Veronique
283 Joyce, Christopher
284 Kaminski, Kenneth
285 Kane, Jackie
286 Karr, Kasandra
287 Karrick, Amanda
288 Kaupiko, Ruta
289 Kearse, Marie
290 Keaton, Erika
291 Kelly, Sondra
292 Kem, Brenda
293 Kemmer, Dianne
294 Kessler-Carrington, Heidi

295 Kha, Cindy
296 Kidd, Teni
297 Kim, Jennifer
298 Kirkland, Judie
299 Kirsenor, George
300 Kitts, Leah
301 Knapp, Alan
302 Koopmeiners, Wendy
303 Kostora, Stephen
304 Kovary, Kate
305 Kowalczyk, Kristen
306 Kramer, Ellen
307 Kretchman, Suprena
308 Kruppa, Jill
309 Kruse, Keny
310 Kuba, Tsipora
311 Kubal, Corinne
312 Kuhn, Deborah
313 Labbe, Renee
314 Labow, Joan
315 Lachaussee', Milissa
316 Lackten, Laura
317 Lacorte, Vernon
318 Lamkins, Lisa
319 Larsen, Marguerite
320 Larson, Lisa
321 Laygo, Maria
322 Lazard, Sylvia
323 Lazenby, Jonathan
324 Leal, Adena
325 Lehman, Karen
326 Lelvis, Eva
327 Lemmens, Sheila
328 Leonardo, Elizabeth
329 Lepor-Friberg, Beth
330 Leslie, Pamela
331 LeSueur, Gena
332 Liberatore, Ann Marie
333 Lindseth, Geraldine
334 Lizotte, Carissa
335 Lockhart, Toni
336 Locksley, Kimberly
337 Lovelace, Tonya
338 Love-Linn, Dana

339	Lunde, Christy	382	Mizrahi, Jessica
340	Lundstrom, Diane	383	Mogan, Richard
341	Maddick, Kristen	384	Molina, Leyda
342	Maitin, Susan	385	Monroe, Gary
343	Maldonado, Jose	386	Montgomery-Brock, Diana
344	Manalo, Rhea	387	Moore, Sharon
345	Marchildon, Janine	388	Moore, Bromley
346	Marsh, Deborah	389	Morgan, Daisy
347	Martin, Sarah	390	Morgan (Thomas), Vonda
348	Martin-Botha, Gislaine	391	Morrill-Furman, Melissa
349	Martiny, Nadim	392	Morris, Venetia
350	Marty, Deb	393	Morrison, Michelle
351	Marzouq, Eman	394	Morse, Patrick
352	Marzullo, Elizabeth	395	Motor, Melinda
353	Mason, Hasan	396	Mueller, Ann
354	Mathews, Michael	397	Mughrabi, Wesam
355	Mathieu, Sarah	398	Muhammad, Adilah
356	Mavrogiorgos-Spencer, Demitrios	399	Mulligan, Rebecca
357	Maxwell, Jamere	400	Munzenmayer, Rosemary
358	McBride, Tangee	401	Muro, Bonnie
359	McCarron, Michelle	402	Murphree, Janet
360	McDonald, Catherine	403	Murphy, Deborah
361	McDonald, Margaret	404	Murray, Wanda
362	McDonnell, Dawn	405	Nadeau, Ayten
363	McEntire, ShayLyn	406	Nakagami, Yumiko
364	McGarrity, Victoria	407	Nardo, Kimloan
365	Mcintosh, Sharon	408	Nasman, Kathryn
366	McIntosh, Kaitlyn	409	Neal, Britteny
367	McKay, Cheryl	410	Neeb, Jenee
368	McKenzie, Elizabeth	411	Nelson, Janet
369	McLaughlin, Victoria	412	Nelson, Cheryl
370	McNeil, Stacey	413	Nelson, Kathleen
371	McNulty, Deborah	414	Neuman, Staci
372	McTigue, George	415	Newland, Susan
373	Meade, Carmen	416	Nichelson, Deanne
374	Meadows, Kimberly	417	Noah, Charlene
375	Menda, Mae Naomi	418	Nordyke, Beth
376	Meyer, Wallie Maria	419	Noreen, Michele
377	Miller, Lynn	420	Nugent, Yvette
378	Miller, Lisa	421	Odafe, Hannah
379	Miller, Margaret	422	O'Donnell, Siobhan
380	Milton, Joan Tonney	423	Okedeyi, Muhammed
381	Misurelli, Nicole	424	Olson, Kristina
		425	Ondriezek, Kody

426	O'Neale, Benda	470	Rezutko, Donna
427	Orgeron, Evelyn	471	Rhynes, Stephanie
428	Owens, Penny	472	Rice, Christina
429	Pace, Cintia	473	Richa, Kimberly
430	Padau, Mary	474	Richardson, Leicha
431	Page-Nelson, Gina	475	Roberts, Ashley
432	Parnell, Kayla	476	Roeber, Deborah
433	Parsons, Jacqueline	477	Rohlf, Kristin
434	Partyka, Stanley	478	Rohlik, Margareta
435	Patterson, Angela	479	Rojas, Keri
436	Pedretti, Kimberly	480	Rojas, Shamil
437	Pedroni, Jeanette	481	Rooney, Peter
438	Pelargus, Konstanze	482	Rostkowski, Rebecca
439	Pence, Susan	483	Rustad, Tammy
440	Peny, Brian	484	Sallander, Becky
441	Perez, Francisca	485	Sanders, Danielle
442	Perez, Virginia	486	Sanderson Cook, Brenda
443	Perez, Karina	487	Santamaria, Monica
444	Pergola, Jodi	488	Satterfield, Lisa
445	Pergola, Joanne	489	Saudargas, Nagisa
446	Perry, Chelsea	490	Saunders, Beatrice
447	Peterson, Laurie	491	Schaefer, Meghan
448	Peterson-Fong, Tina	492	Schiefer, Philip
449	Petrone, Nancy	493	Schilling, Katie
450	Phelps, Lindsay	494	Schmidt, Kristine
451	Phillips, Chase	495	Schuschel, Sonya
452	Picault-Cadet, Yanick	496	Scoggins, Brandis
453	Pickett, Gina	497	Sedustine, Cynthia
454	Pierce, Jennifer	498	Seehausen, Aimee
455	Pierce (Malloy), Anita	499	Seibert, Lisa
456	Pinon, Beatrice	500	Seymour, Elizabeth
457	Pipkin, Tina	501	Shackelford, Lisa
458	Porterfield, Mario	502	Shaker, Kristen
459	Power, Andrea	503	Shanklin, Rachel
460	Provost, Shana	504	Sheldon, Rebecca
461	Quigley, Jacqueline	505	Shelton, Tiffany
462	Quinn (Treleven), Rachelle	506	Sheppard, Alethea
463	Qvistorff, Antoinette	507	Sherack, Michelle
464	Ramos, Laquail	508	Sherrill, Kathryn
465	Raymond-Green, Julia	509	Shippee, Dellane
466	Reed, Mary	510	Shorkey, Brenda
467	Reed, Debbie	511	Sinsley, Melynda
468	Reinke, Lois	512	Smith, Dana
469	Remus, Margaret	513	Smith, Amber

514 Smith, Angela
515 Smith, Salinah
516 Snellgrove, Emily
517 Soto, Franchesca
518 Spease, Karen
519 Spiller, Carolyn
520 Spradling, Angie
521 Spurlock, Staci
522 Stalnaker, Rachael
523 Stanley-Stewart, Debra
524 Stevenson, D'Ericka
525 Stewart, Suszanne
526 Stickley, Colette
527 Stokes, Karen
528 Stone, Nikki
529 Street, Ayfer
530 Strieter, Jill
531 Suemnicht-Laack, Lisa
532 Sutherland, Patricia
533 Sydeski, Rebecca
534 Sylves, Colleen
535 Sypniewski, Lynn
536 Talley, Randa
537 Tangen, Rebeccah
538 Tannous, Arza
539 Tas, Delik (Dilek)
540 Tate, Susan
541 Taylor, Tracy Elizabeth
542 Taylor, Tisha
543 Tesch, Laurie
544 Thompson, Holly
545 Thompson, Jason
546 Thompson, Susan
547 Thorup, Troy
548 Thurab, Juliet
549 Tobin, Kimberly
550 Todd, Chase
551 Tompkins, Kristin
552 Tomson, Linda
553 Torres, Henrique
554 True, Diana
555 Trzaska, Andrea
556 Tschishow, Kathleen
557 Tucker, Hope
558 Tucker, Tina
559 Uddin-Bameswright, Lisa
560 Ude, Kathryn
561 Umali, Julianne
562 Unsworth, Teri
563 Vaknin, Tirana
564 Valdez, Lynda
565 Vanderbrink, Rosemay
566 Vangrieken, Caroline
567 Vanrissethem, John
568 Vejfors, Malin
569 Victory, Allyson
570 Voris, Marina
571 Vrey, Kerri
572 Wagner, Graeme
573 Waitt, Janice
574 Walker, Carol
575 Walker, Wende
576 Walker, Lisa
577 Walters, Lauri
578 Warner, Michelle
579 Washington, Vernell
580 Washington-Clanton, Troye
581 Weida, Kate
582 Weimer, Leah
583 Wesley, Emily
584 Whaley, Robin
585 White, Diane
586 Wigdahl, Melanie
587 Wilbert, Vanessa
588 Willett, Randi
589 Willette, Lisa
590 Williams, Kathy
591 Williams, Adreean
592 Wilson, Dena
593 Winkler, Johanna
594 Winslow, Terri
595 Wood, Cindy
596 Woodcock, Lisa
597 Wotipka, Leah
598 Wright, Linda
599 Yon, Amy
600 Young, Kathy Duncan Lane
601 Younker, Bonnie

602 Zaluzhny, Anna
603 Zieman, Julia

604 Zopfi, Patricia
605 Zrizri, Christina

In the
United States Court of Appeals
For the Seventh Circuit

No. 23-3162

GWYNETH GILBERT, *et al.*,

Plaintiffs-Appellants,

v.

LANDS' END, INC., *et al.*,

Defendants-Appellees.

Appeal from the United States District Court for the
Western District of Wisconsin.

Nos. 3:19-cv-00823 & 3:19-cv-01066 — **James D. Peterson**, *Chief Judge*.

ARGUED NOVEMBER 14, 2024 — DECIDED OCTOBER 23, 2025

Before JACKSON-AKIWUMI, PRYOR, and MALDONADO,
Circuit Judges.

JACKSON-AKIWUMI, *Circuit Judge*. Delta Airlines partnered with outfitter Lands' End to update Delta employee uniforms. Lands' End, working with manufacturers and suppliers across the world, delivered nearly one hundred different types of garments to the airline. After donning the new uniforms, hundreds of Delta employees complained about

garment dye leaching onto their property. Many also complained that they experienced a wide array of medical symptoms.

Several hundred Delta employees sued Lands' End. Some brought breach of warranty claims against the outfitter as intended beneficiaries of the apparel contract Lands' End had with Delta. Others brought personal injury claims for the medical symptoms caused by dye transfer. Discovery ensued—the record contained laboratory test results and reports by experts in textile chemistry, epidemiology, toxicology, and dermatology. After discovery, the district court granted Lands' End summary judgment on the breach of warranty and personal injury claims. Plaintiffs ask this court to reverse both decisions, but we affirm.

I

Lands' End partnered with fabric mills and factories overseas, including in China, Sri Lanka, and Vietnam, to produce uniforms for Delta Airlines. The new uniforms were then distributed to 64,000 Delta employees. Not long after the garments arrived, complaints started streaming in. Employees informed Lands' End that the uniforms transferred dye (or crocked, as commonly referred to in the textile industry) onto other surfaces and made them sick. Employees complained of rashes, itchiness, fatigue, headaches, anxiety, memory issues, coughing, breathing difficulties, and vocal cord issues soon after they started wearing the uniforms.

Two groups of Delta employees, the “Gilbert plaintiffs” and “Andrews plaintiffs,” brought lawsuits against Lands' End. The five Gilbert plaintiffs filed a putative class action seeking to recover for the damage the leaching dye caused to

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their property—clothes, accessories, sheets, towels, furnishings, and other items. The Gilbert plaintiffs also sought recovery for breach of express warranties under Delta's contract with Lands' End which stated that the uniforms would be free of defects in material and workmanship, and that plaintiffs would be 100% satisfied with them. The Andrews plaintiffs, comprised of 605 individually named Delta employees, brought products liability claims against Lands' End for their personal injuries. They alleged that the uniforms were defectively manufactured and defectively designed, and that Lands' End failed to warn of the defects. Before discovery, the district court consolidated the two actions into a single case and set different briefing schedules depending on whether an issue affected large groups of plaintiffs or individual plaintiffs.

After discovery, Lands' End moved for summary judgment and prevailed across the board. In the outfitters' motion for summary judgment on the Andrews plaintiffs' personal injury claims, the company argued that plaintiffs presented no credible expert testimony in support of their contention that the uniforms were defective or caused their injuries. The district court granted that motion after excluding three of the Andrews plaintiffs' expert opinions. Meanwhile, the Gilbert plaintiffs and Lands' End cross-moved for partial summary judgment on plaintiffs' claim that the 100% satisfaction guaranteed warranty had been breached. The district court again ruled in favor of Lands' End.

Both sets of plaintiffs appealed.¹ The Andrews plaintiffs challenge the district court's grant of summary judgment to

¹ Several of the Gilbert plaintiffs' requests for relief are not, or are no longer, on appeal. First, the Gilbert plaintiffs moved for partial summary

Lands' End on the personal injury claims. Relatedly, they challenge the district court's exclusion of their expert witnesses. The Gilbert plaintiffs challenge the district court's grant of summary judgment to Lands' End on the breach of warranty claims.

II.

We review grants of summary judgment de novo. *Thompson Corrugated Sys., Inc. v. Engico, S.R.L.*, 111 F.4th 747, 751 (7th Cir. 2024). Summary judgment is appropriate where “the movant shows that there is no genuine dispute as to any material fact and that the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a).

We have two standards of review for questions involving expert witness testimony. We review the application of Federal Rule of Evidence 702, which governs the district court in qualifying expert witnesses, de novo. *Chi. Joe's Tea Room, LLC v. Vill. of Broadview*, 94 F.4th 588, 596 (7th Cir. 2024). But we review “more specific decisions to admit or exclude expert testimony—once properly classified as such—for an abuse of discretion.” *Id.*; see also *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579, 592–95 (1993). Thus, “so long as the district court adhered to *Daubert's* requirements, we shall not disturb the district court's findings unless they are manifestly

judgment on their claim for breach of the warranty guaranteeing defect-free uniforms. The district court denied the motion, and the Gilbert plaintiffs do not appeal that denial. Second and third, the Gilbert plaintiffs moved for class certification and summary judgment on their property damage claims. The district court denied the motions for class certification and summary judgment. The Gilbert plaintiffs initially appealed the denial of these two motions but announced in their reply brief that they were withdrawing the appeals. Therefore, we discuss these subjects no further.

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erroneous.” *Naeem v. McKesson Drug Co.*, 444 F.3d 593, 607–08 (7th Cir. 2006) (citation modified).

We begin with the Andrews plaintiffs’ personal injury claims and end with the Gilbert plaintiffs’ breach of warranty claims.

A. Personal Injury Claims

The Andrews plaintiffs pursued three products liability claims in their effort to recover from Lands’ End for their personal injuries. These three claims were for manufacturing defect, design defect, and failure to warn.

We apply Wisconsin state law to these claims because it is “the substantive law of the state in which the federal court sits” in this action based on diversity jurisdiction and because “there is no dispute over which state’s law applies.” *Kolchinsky v. W. Dairy Transp., LLC*, 949 F.3d 1010, 1013 n.2 (7th Cir. 2020) (per curiam).

1. Proof of Defect

To make out any of their personal injury claims, the Andrews plaintiffs needed to present evidence that the garments were defective. *See Godoy ex rel. Gramling v. E.I. du Pont de Nemours & Co.*, 2009 WI 78, ¶ 29 (manufacturing defect claims require evidence that the offending product “deviate[d] from the manufacturer’s specifications, and that deviation cause[d] it to be unreasonably dangerous.”); *id.* (design defect claims require evidence that “the design itself is the cause of the unreasonable danger”); *id.* (failure to warn claims require evidence that “an intended use of the product is dangerous, but the manufacturer did not provide sufficient warning or instruction”). Plaintiffs relied on laboratory tests to determine what, if any, harmful substances the garments contained and

expert witness testimony to prove defect. We first describe the results of those tests and then the reliability of the expert witness testimony interpreting those results.

a. Test Results

Plaintiffs allege that the garments were defective because they leached harmful chemicals and heavy metals alongside the dye that crocked onto wearers. Plaintiffs subjected many of the garments to tests designed to detect dye and chemical transfer in hopes of proving a defect. These tests had mixed results. The tested garments scored between 3.5 and 5 (out of 5) for crocking (meaning they did, in fact, crock). Yet, laboratory technicians who conducted the crocking tests noted that all the tested garments “met general industry standards ... for crockfastness.” X-Ray tests measuring chemical transfer established that some of the garments transferred fluorine, sodium, magnesium, and silicon. The technicians who conducted those tests did not note on the reports whether the transfer of these chemicals was harmful or common in the industry.

Other chemical transfer tests found that the garments “contain[ed] several chemicals that are known to be irritating and potentially toxic.” One such test found that several garments contained potentially harmful substances like perfluorooctanoic acid, heavy metals (e.g. antimony, chromium, mercury, etc.), formaldehyde, and bromine.

Worn garments generally contained harmful substances in higher concentrations than unworn garments. Some data collection technicians speculated that worn garments had higher concentrations of these substances because of chemical

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reactions between the garments and deodorants, lotions, perfumes, and laundry detergents used by the wearer.

b. Expert Witnesses

As the district court recognized and as the parties do not dispute, a jury would not be able to determine the existence of a defect by independently reviewing the test results; expert witness testimony is necessary to assist. *See City of Cedarburg Light & Water Comm'n v. Allis-Chalmers Mfg. Co.*, 148 N.W.2d 13, 16–17 (Wis. 1967). To that end, the Andrews plaintiffs presented three expert witnesses in support of their defect argument: Dr. Peter J. Hauser (a textile expert), Dr. Fred Apple (a toxicologist), and Dr. Pamela Scheinman (a dermatologist and medical expert).

Dr. Hauser opined in his report that the garments were defective because they “transfer[red] ... colorant from the surface of the fabric” to other surfaces like the wearers’ skin and property. He stated that the garments crocked because Lands’ End employed a dye process that “was improper, inadequate, defective, and not in compliance with industry standards” and did not “properly afterwash[] or otherwise scour[]” the uniforms. Dr. Hauser also confirmed that the garments transferred fluorine, sodium, magnesium, aluminum, and silicon when crocking, as the tests showed. Importantly, Dr. Hauser did not opine on whether, how, or at what concentrations such chemical transfer would qualify as a defect.

Dr. Hauser’s report was straightforward and definitive. But during his deposition, he was rather equivocal on the issue of defect when it came to the personal injury claims. Dr. Hauser did not discuss whether the dye was itself harmful to human health. He also did not testify whether it was the dye

as opposed to something else that transferred any of the other chemicals or heavy metals found in the garments. Rather, Dr. Hauser stated that the five chemicals listed above (fluorine, sodium, magnesium, aluminum, and silicon) were routinely found in garments and were not present at concerning levels in the tested uniforms. Strikingly, when asked to describe industry standards for colorfastness, Dr. Hauser seemed to undermine his report's findings on the inadequacy of the dye process. Whereas his report stated in absolute terms that the garments were defective, his testimony was that no broad industry standards for colorfastness exist. Instead, Dr. Hauser explained, retailers and consumers together set acceptable limits during contract negotiations.

Plaintiffs' toxicology expert, Dr. Fred Apple, reviewed the lab tests and opined in his report that the garments contained "elevated and sometimes dangerous levels of" chemicals and heavy metals. Although Dr. Apple also opined that wearers were exposed to these substances through transferred dye as the uniforms crocked, he did not state whether the garments were defective. Like Dr. Hauser, Dr. Apple's deposition testimony was more equivocal. When deposed, Dr. Apple testified that he was not knowledgeable about the permissible limits of any of the substances found in the garments or the pathways by which such substances might be transferred from garment to wearer.

Plaintiffs' medical expert Dr. Pamela Scheinman, unlike Drs. Hauser and Apple, did not interpret any of the laboratory test results. Instead, Dr. Scheinman's report assumed that plaintiffs were exposed to harmful chemicals and metals by wearing the garments and exclusively considered whether such exposure could cause their personal injuries. In forming

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her opinion, Dr. Scheinman reviewed some plaintiffs' medical records, but did not independently examine any plaintiffs. From this, she concluded that the garments caused plaintiffs' symptoms. Like the other experts, Dr. Scheinman did not reach any conclusions about whether the garments were defective.

This evidence, taken together, does not support the conclusion that the uniforms were defective. Dr. Hauser's expert report comes closest when stating that Lands' End employed a defective dye process that caused dye to crock onto wearers' skin and property. Standing alone, this might have qualified as admissible expert defect testimony for plaintiff's property damage claims. Yet, the report and testimony were not sufficient for the personal injury claims. Dr. Hauser expressly disclaimed the opinion that crocking routinely results in the transfer of fluorine, sodium, magnesium, aluminum and silicon. Going even further, he declined to opine on whether these chemicals were transferred to wearers at concentrations that could cause injury. In retrospect, this is unsurprising because Dr. Hauser's report focused only on the questions raised by plaintiffs' property damage claims.

Despite this, plaintiffs argue that Dr. Hauser's statement that some garments transferred the five chemicals when crocking is sufficient to establish defect because the statement proves the garments were "dangerous to an extent beyond that which would be contemplated by the ordinary consumer ... with the ordinary knowledge common to the community as to its characteristics." *Murphy v. Columbus McKinnon Corp.*, 2022 WI 109, ¶ 21. This argument is unconvincing because Dr. Hauser never makes any such finding. Far short of testifying that the transferred chemicals were dangerous, he testified

that the five chemicals at issue were commonly found in textiles and were present at routine concentrations in the garments. And his report and testimony are entirely silent on the other chemicals and heavy metals (i.e. perfluorooctanoic acid, antimony, chromium, mercury, formaldehyde, and bromine) found in the garments.

Dr. Apple and Scheinman's reports and testimony are similarly insufficient to prove defect. Plaintiffs are correct that these two experts testified that the laboratory tests showed the garments contained several metals and chemicals. But neither expert tied the presence of these substances to a defect in the uniforms. This too is understandable because, as toxicology and medical experts, they would not be qualified to opine on the garment manufacturing process.

In sum, plaintiffs have not demonstrated a genuine factual dispute as to the existence of a defect. At best, the laboratory results and expert opinions show that some garments leached dye, that some garments contained chemicals and heavy metals at varying levels, and that some crocking resulted in non-threatening chemical transfer. None of the experts' findings permit a jury to conclude that the hundreds of garments plaintiffs wore were defective in a manner resulting in the transfer of toxins.

2. Proof of Causation

As we just discussed, the Andrews plaintiffs' failure to present sufficient evidence as to the existence of a defect defeats their suit. *Tanner v. Shoupe*, 596 N.W.2d 805, 811 (Wis. Ct. App. 1999) (noting that the existence of a defect is a necessary element of a products liability claim). But their suit encounters a second obstacle. The record lacks sufficient evidence for

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a jury to find that Lands' End caused plaintiffs' personal injuries.

To make out any of the products liability claims asserted in this case (manufacturing defect, design defect, and failure to warn), plaintiffs must establish that "the defect was a cause of the plaintiff's injuries or damages." *Godoy*, 2009 WI 78, ¶ 16 n.7. According to the parties, plaintiffs must prove both general and specific causation.² General causation asks whether the toxic substance "had the capacity to cause the harm alleged." *C.W. ex rel. Wood v. Textron, Inc.*, 807 F.3d 827, 831 (7th Cir. 2015) (citation modified). "Specific causation, by contrast, examines whether the substance did, *in fact*, cause the harm alleged." *Id.*

² The parties misstate the standard. Wisconsin law does not require a showing of general and specific causation as routinely stated in the common law. Rather, assuming *arguendo* that the dye transfer is a valid defect, plaintiffs were required to present evidence that this defect "was a substantial factor in causing" their injuries. See *Burton v. E.I. du Pont de Nemours & Co.*, 994 F.3d 791, 824, 827 (7th Cir. 2021) (emphasis added); see also *Sumnicht v. Toyota Motor Sales, U.S.A., Inc.*, 360 N.W.2d 2, 11 (Wis. 1984). This standard requires a showing "that the conduct has such an effect in producing the injury as to lead a reasonable person to regard it as a cause, using that word in the popular sense." *Pieper v. Neuendorf Transp. Co.*, 274 N.W.2d 674, 677 (Wis. 1979); see also *Murphy*, 2022 WI 109, ¶ 19 n.14 (Wis. 2022).

We need not consider what impact, if any, this different standard may have on plaintiffs' appeal because neither party raised the issue in their briefs, thereby waiving any argument related to the standard. Additionally, any failure to cite the correct substantive state law is immaterial to our decision because we find the district court acted within its discretion to exclude Dr. Freeman's causation opinion for lack of reliability under federal procedural law.

Whether plaintiffs succeeded in making this showing comes down to their causation expert Dr. Michael Freeman.³ Dr. Freeman, after reviewing questionnaire responses from plaintiffs, concluded that the defective garments generally and specifically caused plaintiffs' injuries. The district court ruled that Dr. Freeman's report and testimony were inadmissible under Federal Rule of Evidence 702, a decision plaintiffs challenge on appeal. The ruling had significant consequences since, as with the question of defect, plaintiffs needed expert testimony to assist the jury in deciding whether Lands' End caused plaintiffs' personal injuries. See *City of Cedarburg Light & Water Comm'n*, 148 N.W.2d at 16–17.

Rule 702 requires parties to demonstrate that expert witness testimony is “based on sufficient facts or data” and “the product of reliable principles and methods,” and that the expert “reliabl[y] appli[ed] ... the principles and methods to the facts of the case.” Fed. R. Evid. 702. District courts play an important gatekeeping function under Rule 702 and *Daubert* to ensure that an expert's testimony “is not only relevant, but

³ As Lands' End points out, the December 2023 amendments to Rule 702 alter its reliability subsection to require that “the expert's opinion reflect[] a reliable application of the principles and methods to the facts of the case.” Fed. R. Evid. 702. This amendment was made to clarify that “questions of the sufficiency of an expert's basis[]” go to admissibility just as with questions of “the application of the expert's methodology.” Fed. R. Evid. 702 advisory committee's note to 2023 amendment. Lands' End, seeing this amendment as helpful to its case, advocates for its application and suggests that it is in tension with this court's precedent distinguishing between reliable methodology and “the quality of an expert's data and conclusions.” *Manpower, Inc. v. Ins. Co. of Pa.*, 732 F.3d 796, 806 (7th Cir. 2013). Because our conclusion is the same even under *Manpower's* more strict formulation of the standard, we will apply the pre-amendment Rule just as the district court did.

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reliable.” 509 U.S. at 589. District courts enjoy “substantial latitude in making the findings necessary to fulfill this gatekeeping role,” but “must provide more than just conclusory statements of admissibility.” *Von Duprin LLC v. Major Holdings, LLC*, 12 F.4th 751, 772 (7th Cir. 2021).

In the next sections, we consider whether the district court abused its discretion in finding that Dr. Freeman unreliably applied epidemiological principles when forming his causation opinion. We ultimately conclude the district court did not abuse its discretion by finding that Dr. Freeman: (1) failed to apply reliable epidemiological methods to a dataset; and (2) did not reliably apply two epidemiological causation frameworks.

a. Data Analysis

We begin with Dr. Freeman’s data analysis. To form his causation opinion, Dr. Freeman relied exclusively on data collected from questionnaires sent to nearly one thousand Delta employees.⁴ Lands’ End had prepared the questionnaire during discovery in hopes of streamlining litigation. It asked respondents to list what, if any, personal ailments they experienced after wearing the new uniforms and the timing of their symptoms.

The district court found the questionnaire was riddled with design flaws that could produce biased results. For one, only Delta employees who were already suing Lands’ End and therefore had a financial interest in the outcome of the

⁴ Though the district court excluded Dr. Apple and Dr. Scheinman’s causation opinions under Rule 702, plaintiffs only appeal the exclusion of Dr. Freeman’s expert opinion. We therefore limit our analysis accordingly.

litigation received the questionnaires. Two, the questionnaires were created to streamline discovery, not to form the basis of a multifaceted epidemiological study. Three, many respondents gave erroneous or nonsensical responses, as Dr. Freeman himself admitted at his deposition.

Dr. Freeman failed to recognize, let alone control for, any of these shortcomings in his expert report. He only cursorily acknowledged some of these issues during his deposition when questioned by opposing counsel. This, to the district court, constituted a failure to employ the routine methodology of Dr. Freeman's field, and it led the court to exclude his causation opinions under Rule 702 and *Daubert*.

Plaintiffs argue that the district court improperly scrutinized their data's quality rather than considering the reliability of their expert's methodology. We have indeed distinguished between Rule 702 challenges to the reliability of an expert's *methodology* and the reliability of an expert's *conclusion*. A district court is tasked under Rule 702 with "determin[ing] that the expert used reliable methods," but this obligation "does not ordinarily extend to the reliability of the conclusions those methods produce—that is, whether the conclusions are unimpeachable." *Stollings v. Ryobi Techs., Inc.*, 725 F.3d 753, 765 (7th Cir. 2013). District courts can "usurp[] the role of the jury ... if [they] unduly scrutinize[] the quality of an expert's data and conclusions rather than the reliability of the methodology the expert employed." *Manpower*, 732 F.3d at 806. The line between data quality and methodological reliability "is not always an easy [one] to draw," *id.*, because "conclusions and methodology are not entirely distinct from one another," *Gen. Elec. Co. v. Joiner*, 522 U.S. 136, 146 (1997).

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But we encounter little difficulty here concluding that the district court did not abuse its discretion in finding that Dr. Freeman failed to employ the routine methodology of his field.

As background, when faced with problems in their datasets, epidemiologists “must identify potential biases and analyze the amount or kind of error that might have been induced by the bias.” Federal Judicial Center, *Reference Manual on Scientific Evidence* 583 (3d ed.). Hence, epidemiologists in the normal course would have produced an analysis that at least acknowledged some of the data quality problems the district court identified.

That is on full display in the Harvard Flight Attendant Study Report that Dr. Freeman cites extensively in his report. The study generally tracked the health outcomes of several hundred flight attendants over several years. In the report, epidemiologists compared the health outcomes of a group of Alaska Airlines flight attendants who, like plaintiffs, alleged their uniforms had made them sick against a control group. Eileen McNeely et al., *Symptoms Related to New Flight Attendant Uniforms*, 927 BMC PUB. HEALTH 1 (2017). When compiling their research findings, the epidemiologists acknowledged that the widespread complaints circulating among the flight attendants regarding uniform-related adverse health outcomes had the potential to increase symptom reporting among their study participants. *Id.* at 5. The study authors then noted that this bias risk was minimized by “the more general purpose of the survey in which hundreds of data points were gathered” about respondents’ health. *Id.*

Dr. Freeman did not attempt this minimal amount of identifying or controlling for error. That goes to the heart of

the reliability of his methodology. Dr. Freeman’s professional burden was clearly not an onerous one—we see from the Harvard study that simply acknowledging potential weaknesses in the data and considering a remedy may have been sufficient. To satisfy Rule 702, Dr. Freeman did not have to go to the lengths of collecting the questionnaire data himself, reviewing plaintiffs’ medical records, or employing a controlled study, though such measures would aid him on cross-examination. Less was required but not done here. Therefore, the district court did not abuse its discretion in finding that Dr. Freeman failed to employ reliable data analysis principles common to his field.

While we are able to affirm the district court’s decision to grant summary judgment in Lands’ End’s favor on this ground alone, we will discuss the remainder of plaintiffs’ causation arguments. We next consider whether Dr. Freeman reliably applied two epidemiological causation frameworks—the Bradford-Hill criteria and Naranjo algorithm—for his causation opinions.

b. Bradford-Hill Criteria

To determine whether the garments could have caused plaintiffs’ physical symptoms, Dr. Freeman used a “distilled” three-step version of the Bradford-Hill analysis. The standard Bradford-Hill analysis is a widely implemented nine-part epidemiological framework used to determine whether a causal relationship exists between a stimulus and symptomatic response. *See Reference Manual on Scientific Evidence* 599–600; *see also In re Zolofit (Sertraline Hydrochloride) Prods. Liab. Litig.*, 858 F.3d 787, 795 (3d Cir. 2017) (finding the framework “generally reliable”); *Wendell v. GlaxoSmithKline LLC*, 858 F.3d 1227, 1235 n.4 (9th Cir. 2017) (same).

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Before conducting a Bradford-Hill analysis, an expert must first conduct an associational analysis to determine whether the stimulus and health response “occur together more frequently than one would expect by chance.” *Reference Manual on Scientific Evidence* 566. This is most often done by comparing the health outcomes of those exposed to a toxic substance with an unexposed control group. *Id.* at 218–19. Dr. Freeman never engaged in this preliminary step before conducting his distilled version of the Bradford-Hill analysis. The district court found that this was a failure to reliably apply clear epidemiological principles and was sufficient grounds to exclude Dr. Freeman’s report.

Plaintiffs ask us to overlook Dr. Freeman’s oversight on appeal. They argue that his passing reference to two instances of alleged uniform-associated illness that struck Alaska Airlines and American Airlines flight attendants in 2011 and 2016 was a sufficient associational analysis. The district court reasonably found this insufficient for two reasons.

First, and most importantly, there is no evidence that Lands’ End manufactured or worked with the same garment producers involved in making the flight attendant uniforms for Alaska Airlines and American Airlines. Yet, Dr. Freeman did not control for this variance as is necessary when comparing association between multiple study groups. *See Reference Manual on Scientific Evidence* 571.

Second, associational values normally are expressed as numerical values calculated from one of several statistical formulas. *See id.* at 566–71; *see also* McNeely, *supra*, at 6 (reporting numerical association values). This is demonstrated in the Harvard study. That study determined from Alaska Airlines flight attendants’ self-reported health symptom data that

“flight attendant uniforms w[ere] associated with quantifiable health effects.” See *McNeely, supra*, at 5–7. The study went on to quantify the strength of those associations on a per-symptom basis before undertaking its own causation analysis. *Id.* Dr. Freeman’s report never similarly quantified the association between garment exposure and any of plaintiffs’ personal injuries.

Beyond this preliminary step, Dr. Freeman’s report also failed to reliably apply the Bradford-Hill criteria. The nine Bradford-Hill variables are: (1) plausibility; (2) strength of association; (3) consistency; (4) biological gradient (dose-response relationship); (5) specificity of the association; (6) analogy; (7) temporality; (8) experiment (cessation of exposure); and (9) coherence. Austin Bradford-Hill, *The Environment and Disease: Association or Causation?*, 58 *PROC. ROYAL SOC’Y MED.* 295, 295–99 (1965). Instead of considering these nine variables, Dr. Freeman employed a distilled test that used three variables as stand-ins for the full Bradford-Hill analysis. This tripartite analysis considered: “1) the plausibility of the suspected causal relationship ... ; 2) the temporal aspects of the relationship ... ; and 3) the likelihood that an alternative cause other than the suspected cause accounts for the observed relationship.”

The district court did not disqualify Dr. Freeman’s analysis as unreliable merely because it lists fewer factors; we will not either. The strict construction of a test is of less concern so long as it faithfully applies reliable methodology. See *Etherton v. Owners Ins. Co.*, 829 F.3d 1209, 1218–23 (10th Cir. 2016) (considering reliability of expert’s distilled causation analysis). Nevertheless, we see no reason to undo the district court’s conclusion that Dr. Freeman’s three-step

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analysis falls short because it fails to sufficiently account for the established Bradford-Hill criteria.

First, Dr. Freeman's report does not discuss how the three variables in his distilled analysis align with the nine in the standard analysis. Dr. Freeman does not explain how plausibility, temporality, and alternative causation alone account for the other standard factors. And the academic articles that Dr. Freeman relies on similarly fail to connect the dots between a distilled analysis and the standard framework.

Second, the articles Dr. Freeman cites apply distilled Bradford-Hill analyses in epidemiological contexts rather dissimilar from this case. Those studies applied a distilled analysis in the study of vehicle crash trauma, arthritis, fibromyalgia, and rotator-cuff injuries. Yet, Dr. Freeman does not consider how those studies tend, or fail, to shed light on the applicability of the truncated analysis to the toxic tort arena.

Even still, plaintiffs argue that Dr. Freeman was not obligated to consider each of the original nine Bradford-Hill factors because "there is no threshold number [of factors] that must exist" to establish causation. *Reference Manual on Scientific Evidence* 599–600. Though it is true that "[o]ne or more factors may be absent even when a true causal relationship exists," this is only true where an expert has reliably applied the Bradford-Hill analysis to begin with. *Id.* at 600. Plaintiffs' argument that causation may be made out where only eight of the nine variables are present does not bear on whether Dr. Freeman reliably distilled the factors from nine down to three. Therefore, we cannot say that the district court abused its discretion by highlighting Dr. Freeman's failure to bridge the

analytical gap between the cited literature and the facts of this case. *See C.W.*, 807 F.3d at 836.

c. Naranjo Algorithm

Dr. Freeman also used another framework—the Naranjo algorithm—to construct his general and specific causation findings. The Naranjo algorithm is a test designed to determine whether a drug can cause a certain adverse reaction. The algorithm consists of ten questions, the responses to which are assigned a score. The questions ask, for example, whether there were prior reports of similar adverse health reactions; whether symptoms occurred following exposure and improved with decreased exposure; whether alternative causations could explain the reaction; and if the toxins were detected in blood or other bodily fluids. The sum of the individual scores then determines the strength of the causal relationship, if one exists. Dr. Freeman modified the Naranjo algorithm for his analysis and used many of the same findings and data from his distilled Bradford-Hill analysis to find that the garments generally and specifically caused plaintiffs' injuries.

Lands' End argued before the district court that the scientific literature did not support the application of the Naranjo algorithm outside of the adverse drug context, and that Dr. Freeman inappropriately altered the analysis to favor plaintiffs' preferred outcome. Plaintiffs argued in response that the Naranjo algorithm is widely used, and that Dr. Freeman employed it as part of a totality-of-the-evidence analysis as laid out in *Milward v. Acuity Specialty Product Group*, 639 F.3d 11, 17–18 (1st Cir. 2011). The district court did not acknowledge or discuss Dr. Freeman's general causation opinion based on the Naranjo algorithm. The court did exclude his Naranjo algorithm causation opinion on the grounds that Dr. Freeman

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never undertook any of the six *Milward* steps involved in a totality-of-the-evidence approach, and Dr. Freeman's analysis was plagued by the same uncritical use of the questionnaire data we discussed earlier. *See supra* Part III.A.2.a.

Plaintiffs ask us to remand this case for the district court to address whether Dr. Freeman reliably applied the Naranjo algorithm in his alternative general causation analysis and in his specific causation determination. While the district court ought to have considered these issues in the first instance, remand is unnecessary because plaintiffs have failed to carry their burden as to the existence of a defect and as to causation based on Dr. Freeman's usage of the questionnaire data. *See O'Brien v. Caterpillar Inc.*, 900 F.3d 923, 928 (7th Cir. 2018) (we may affirm summary judgment on any ground supported by the record).

For these reasons, we affirm the district court's exclusion of the Andrews plaintiffs' expert opinions on defect and causation and the ultimate grant of summary judgment in Lands' End's favor. That brings us to the Gilbert plaintiffs' breach of warranty claim.

B. Breach of Warranty

The Gilbert plaintiffs brought a breach of express warranty claim under the contract that governed Delta's purchase of garments from Lands' End—the Uniform Apparel Agreement (“UAA”). Plaintiffs sought summary judgment as intended beneficiaries under this contract, claiming that Lands' End breached a provision of the UAA guaranteeing that “if at any time, for any reason, ... any actively employed Employee is not 100% satisfied with their Products (even if they have been washed, worn and/or embroidered), they can return

them at any time ... for a refund or exchange.” The contract mandated that “[a]ll returns and exchanges w[ould] be accompanied by a return/exchange form, as mutually agreed by the parties.” Plaintiffs argue that Lands’ End breached this provision by failing to issue refunds despite plaintiffs’ blanket demand letter requesting them.

Lands’ End cross-moved for summary judgment on this claim, arguing that they could not have breached the express warranty provision given that plaintiffs failed to return their garments as required under the UAA’s terms. The district court sided with Lands’ End. The court noted that the unrebutted evidentiary record showed that Lands’ End always issued refunds or exchanges to Delta employees who returned their garments and plaintiffs failed to submit any evidence establishing that Delta employees who returned their garments were denied a refund.

On appeal, plaintiffs argue that the district court erred by requiring plaintiffs’ strict compliance with the UAA’s requirement that plaintiffs return their uniform because the contract’s terms were confidential, so plaintiffs could not have complied. They also argue that the requirement runs afoul of the Uniform Commercial Code’s bar on unreasonable restraints of express warranties. We conclude that summary judgment in Lands’ End’s favor is appropriate.

Before addressing the merits, we must determine which state’s substantive law to apply. The UAA had a choice of law provision mandating the application of Delaware law. Because the district court had diversity subject-matter jurisdiction, it was required to apply Wisconsin choice of law rules to determine what law to apply. *Tanner v. Juniper Realty Corp.*, 433 F.3d 913, 915 (7th Cir. 2006). Wisconsin law honors choice

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of law provisions in duly enacted contracts so long as doing so would not run afoul of the state's public policies. *Drinkwater v. Am. Fam. Mut. Ins. Co.*, 2006 WI 56, ¶ 25. We agree with the district court that no such policy concerns exist here, so, like the district court, we will apply Delaware law and Delaware's version of the Uniform Commercial Code.

Under Delaware law, a beneficiary's rights can be "expressly or impliedly limit[ed]" by the terms of an agreement. *Crispo v. Musk*, 304 A.3d 567, 573 (Del. Ch. 2023). The same is true of express warranty provisions so long as limitations on the exercise of such warranties are reasonable. See 6 Del. C. § 2-316(1) ("Words or conduct relevant to the creation of an express warranty and words or conduct tending to negate or limit warranty shall be construed wherever reasonable as consistent with each other."). We have observed in other contexts that this requirement "has been understood to forbid the complete negation of an express warranty." *Bushendorf v. Freightliner Corp.*, 13 F.3d 1024, 1027 (7th Cir. 1993). After all, "a clause in the same contract disclaiming [an express warranty] ... suggests some deep confusion which may warrant reparative efforts by the court." *Id.*

The UAA's language easily passes muster under these standards. The conditions precedent to a refund—that plaintiffs return their garments and fill out a form—are not so onerous that they completely negate the express warranty. Neither are the conditions unreasonable limitations on the warranty.

Plaintiffs make much of the fact that they were not shown the UAA's terms. But it is common practice to condition a refund on the return of the sold goods. That is borne out by the fact that many Delta employees knew to return their uniforms

in exchange for a refund without being made aware of the contract's terms. Further, plaintiffs' counsel certainly became aware of the UAA's terms during this litigation given that they brought claims based on the contract's terms in their operative complaint. Yet, counsel appears to have failed to advise their clients to pursue this expedient route to relief despite Lands' End stating in its response to plaintiffs' demand letter that all plaintiffs would receive refunds upon return of their garments.

For these reasons, summary judgment on this claim was appropriate.

III

In sum, we affirm the grant of summary judgment to Lands' End on the Andrews plaintiffs' personal injury claims. None of plaintiffs' experts offered testimony establishing that the uniforms were defective, and the district court did not abuse its discretion by excluding Dr. Freeman's testimony after finding that he uncritically relied on faulty data in reaching his causation opinions.

Summary judgment in Lands' Ends favor on the Gilbert plaintiffs' breach of warranty claims was also appropriate because plaintiffs failed to abide by the warranty's reasonable terms. The judgment of the district court is AFFIRMED.

EXHIBIT C

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United States Court of Appeals
For the Seventh Circuit
Chicago, Illinois 60604

January 9, 2026

Before

CANADACE JACKSON-AKIWUMI, *Circuit Judge*

DORIS L. PRYOR, *Circuit Judge*

NANCY L. MALDONADO, *Circuit Judge*

No. 23-3162

GWYNETH GILBERT, *et al.*,
Plaintiffs - Appellants,

v.

LANDS' END, INC., *et al.*,
Defendant - Appellees.

Appeal from the United States District
Court for the Western District of
Wisconsin.

Nos. 3:19-cv-00823 & 3:19-cv-01066

James D. Peterson,
Chief Judge.

ORDER

The judges on the original panel have considered the petition for rehearing filed by the Andrews Appellants and have voted to deny rehearing. It is therefore **ORDERED** that the Andrews Appellants' petition for rehearing is **DENIED**.