

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

PAUL WEIDMAN; JOYCE
BONASERA; THOMAS LEANDRO;
ROY NAASZ; JEAN LOUIS
THUOTTE SR.; ANDRES SANCHEZ;
SETH GINSBERG; JASON BUSH;
ERICA GOMEZ; STEVE MITCHELL;
RAUL VALENTIN; PERRY BURTON;
MARTY COBB; PATRICK HUFF;
ANTHONY TAURIAINEN; CARSON
ADAMS; THOMAS GROCE;
RICHARD EPPERSON; AMANDA
GOLLOTT; TERESA PERRY; and
ROY WILLIAM WILLBURN,
individually and on behalf of all others
similarly situated;

Plaintiffs,

v.

FORD MOTOR COMPANY,
Defendant.

Case No. 2:18-CV-12719-GAD-EAS

Honorable Gershwin A. Drain

Magistrate Elizabeth A. Stafford

JURY TRIAL DEMANDED

**DEFENDANT FORD MOTOR COMPANY'S ANSWER TO FIRST
AMENDED CONSOLIDATED CLASS ACTION COMPLAINT**

Defendant Ford Motor Company, in answer to Paul Weidman; Joyce Bonasera; Thomas Leandro; Roy Naasz; Jean Louis Thuotte Sr.; Andres Sanchez; Seth Ginsberg; Jason Bush; Erica Gomez; Steve Mitchell; Raul Valentin; Perry Burton; Marty Cobb; Patrick Huff; Anthony Tauriainen; Carson Adams; Thomas Groce; Richard Epperson; Amanda Gollott; Teresa Perry; and Roy William Willburn's (collectively, "Plaintiffs") First Amended Consolidated Class Action Complaint ("FAC"), hereby admits, denies, and alleges as follows:

I. NATURE OF THE CASE¹

1. Ford admits that Plaintiffs bring this case and seek the relief stated.

Ford denies each other allegation contained in Paragraph 1.

2. Ford denies each allegation contained in Paragraph 2.

3. Ford admits that a brake master cylinder is part of a hydraulic brake system that helps to control the brake fluid pushed to brake calipers located on each wheel, and that the master cylinder's role within the brake system is to assist in providing hydraulic pressure from the brake fluid to the calipers so that they can provide clamping force to the wheel rotors in response to the driver's application

¹ The FAC contains numerous headings and subheadings. Ford avers that these headings and subheadings do not constitute allegations, and accordingly do not require a response. To the extent a response is required, Ford denies each heading and subheading contained in the FAC.

of the brake pedal, causing the vehicle to slow or stop. Ford denies each other allegation contained in Paragraph 3.

4. Ford denies each allegation contained in Paragraph 4.

5. Ford admits that depending on the amount of brake fluid loss from the brake master cylinder into the brake booster, the driver may experience an audible chime, message center alert, red brake warning light in the instrument cluster, and may begin to experience a change in brake pedal travel and feel. In the event that a loss of brake fluid is substantial enough to reduce brake function to the front wheels, the driver may experience longer pedal travel, increased pedal effort, and extended stopping distance. Full braking function would remain in the rear wheel brake circuit. Ford denies each other allegation contained in Paragraph 5.

6. Ford denies each allegation contained in Paragraph 6.

7. Ford denies each allegation contained in Paragraph 7.

8. Ford denies each allegation contained in Paragraph 8.

9. Ford denies each allegation contained in Paragraph 9.

10. Ford denies each allegation contained in Paragraph 10.

11. Ford denies each allegation contained in Paragraph 11.

12. Ford admits that on February 29, 2016, NHTSA opened an investigation regarding reports of reduced brake effectiveness due to brake fluid leaking from the brake master cylinder into the brake booster in 2013-2014 model

year F-150 vehicles equipped with 3.5L engines, and that on May 24, 2016, Ford issued safety recall 16S24. Ford denies each other allegation contained in Paragraph 12.

13. Ford admits that Paragraph 13 includes language from safety recall 16S24 applicable to certain parts on a subset of subject vehicles. Ford denies each other allegation contained in Paragraph 13.

14. Ford admits that Paragraph 14 contains language from a May 25, 2016 Ford press release. Ford further admits that on or about September 29, 2016, it sent a communication to Ford and Lincoln dealers regarding Safety Recall 16S24. This communication stated, *inter alia*, that “[i]f the brake fluid reservoir continues to be depleted, the driver may experience a change in brake pedal travel and feel, and reduced brake function in the front wheels without affecting brake function in the rear wheels.” Ford further admits that Exhibits C and D referenced in footnotes 1 and 2 to Paragraph 14 are copies of Ford’s May 25, 2016 press release and September 29, 2016 communication to Ford and Lincoln dealers. Ford denies each other allegation in Paragraph 14.

15. Ford admits that safety recall 16S24 applied to certain model year 2013-2014 F-150 vehicles manufactured between August 1, 2013, to August 31, 2014 equipped with 3.5L engines. Ford denies each other allegation in Paragraph 15.

16. Ford denies each allegation contained in Paragraph 16.

17. Ford denies each allegation contained in Paragraph 17.

18. Ford denies each allegation contained in Paragraph 18.

19. Ford admits that Paragraph 19 contains language from an email communication from Jessica Ruiz. Ford denies each other allegation in Paragraph 19.

20. Ford admits that millions of Model Year 2013-18 Ford F-150s have been sold. Ford denies each other allegation in Paragraph 20.

21. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 concerning Plaintiffs' decisions to purchase a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation in Paragraph 21.

II. JURISDICTION AND VENUE

22. Ford admits that this Court has subject matter jurisdiction over this action.

23. Ford states that the claims under the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.* were dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 23. To the extent a response is required, Ford denies all allegations.

24. Ford admits that this Court has personal jurisdiction over Ford.

25. Ford admits that venue is proper in this district pursuant to 28 U.S.C. § 1391. Ford further admits that it is incorporated in the State of Delaware and that its principal place of business is located at One American Road, Dearborn, Michigan 48126. Ford further admits that it sells new vehicles to independently-owned, authorized Ford dealerships, who in turn sell vehicles to the general public, among others, including in the geographical location that encompasses the Eastern District of Michigan. Ford further admits that it marketed in part, 2013-2018 model year Ford F-150 pickup trucks, including in the geographical location that encompasses the Eastern District of Michigan. Ford also admits that it conducted national advertising regarding 2013-2018 model year Ford F-150 pickup trucks, some of which may reach the geographical location that encompasses the Eastern District of Michigan. Finally, Ford admits that, at times, it leases certain vehicles for specific purposes to retirees and employees, including in the geographical location that encompasses the Eastern District of Michigan. To the extent Paragraph 25 calls for a response inconsistent with the foregoing, it is denied.

26. Ford admits that Plaintiff Roy Naasz's venue declaration is attached as Exhibit A to Plaintiffs' FAC. Ford denies each other allegation in Paragraph 26.

III. PARTIES

A. Plaintiffs

1. Alabama

27. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27, and on that basis denies those allegations.

28. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28, and on that basis denies those allegations.

29. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 concerning Plaintiff Weidman's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 29.

30. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30, and on that basis denies those allegations.

2. California

31. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31, and on that basis denies those allegations.

32. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32, and on that basis denies those allegations.

33. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 concerning Plaintiff Bonasera's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 33.

34. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34, and on that basis denies those allegations.

35. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35, and on that basis denies those allegations.

36. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36, and on that basis denies those allegations.

37. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37, and on that basis denies those allegations.

38. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38, and on that basis denies those allegations.

39. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 concerning Plaintiff Leandro's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 39.

40. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40, and on that basis denies those allegations.

41. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41, and on that basis denies those allegations.

42. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 42, and on that basis denies those allegations.

43. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43, and on that basis denies those allegations.

44. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44, and on that basis denies those allegations.

45. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 concerning Plaintiff Naasz's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 45.

46. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 46, and on that basis denies those allegations.

47. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 47, and on that basis denies those allegations.

48. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 48, and on that basis denies those allegations.

49. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 49, and on that basis denies those allegations.

50. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 50, and on that basis denies those allegations.

51. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 51, and on that basis denies those allegations.

52. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 concerning Plaintiff Thuotte's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 52.

53. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 53, and on that basis denies those allegations.

54. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 54, and on that basis denies those allegations.

55. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55, and on that basis denies those allegations.

56. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 56, and on that basis denies those allegations.

57. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 concerning Plaintiff Thuotte's lease of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 57.

3. Colorado

58. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 58, and on that basis denies those allegations.

59. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 59, and on that basis denies those allegations.

60. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 concerning Plaintiff Sanchez's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 60.

61. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 61, and on that basis denies those allegations.

62. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62, and on that basis denies those allegations.

4. Connecticut

63. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63, and on that basis denies those allegations.

64. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 64, and on that basis denies those allegations.

65. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 concerning Plaintiff Ginsberg's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 65.

66. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 66, and on that basis denies those allegations.

67. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 67, and on that basis denies those allegations.

5. Florida

68. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 68, and on that basis denies those allegations.

69. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 69, and on that basis denies those allegations.

70. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 70 concerning Plaintiff Bush's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 70.

71. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 71, and on that basis denies those allegations.

72. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 72, and on that basis denies those allegations.

73. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 73, and on that basis denies those allegations.

74. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 74, and on that basis denies those allegations.

75. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 75 concerning Plaintiff Mitchell's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 75.

76. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 76, and on that basis denies those allegations.

77. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77, and on that basis denies those allegations.

78. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 78, and on that basis denies those allegations.

79. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 79, and on that basis denies those allegations.

80. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 80 concerning Plaintiff Valentin's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 80.

81. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 81, and on that basis denies those allegations.

82. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 82, and on that basis denies those allegations.

83. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 83 concerning Plaintiff Gomez's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 83.

6. Georgia

84. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 84, and on that basis denies those allegations.

85. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 85, and on that basis denies those allegations.

86. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 86 concerning Plaintiff Burton's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 86.

87. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 87, and on that basis denies those allegations.

88. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 88, and on that basis denies those allegations.

89. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 89 concerning Plaintiff Cobb's purchase

and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 89.

90. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 90, and on that basis denies those allegations.

91. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 91, and on that basis denies those allegations.

92. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 92, and on that basis denies those allegations.

93. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 93, and on that basis denies those allegations.

94. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 concerning Plaintiff Huff's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 94.

95. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95, and on that basis denies those allegations.

96. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 96, and on that basis denies those allegations.

7. Michigan

97. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 97, and on that basis denies those allegations.

98. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 98, and on that basis denies those allegations.

99. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 99 concerning Plaintiff Tauriainen's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 99.

100. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 100, and on that basis denies those allegations.

101. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 101, and on that basis denies those allegations.

8. New York

102. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 102, and on that basis denies those allegations.

103. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 103, and on that basis denies those allegations.

104. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 104 concerning Plaintiff Adams's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 104.

105. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 105, and on that basis denies those allegations.

106. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 106, and on that basis denies those allegations.

9. South Carolina

107. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 107, and on that basis denies those allegations.

108. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 108, and on that basis denies those allegations.

109. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 109 concerning Plaintiff Groce's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 109.

110. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 110, and on that basis denies those allegations.

111. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 111, and on that basis denies those allegations.

10. Texas

112. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 112, and on that basis denies those allegations.

113. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 113, and on that basis denies those allegations.

114. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 114 concerning Plaintiff Epperson's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 114.

115. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 115, and on that basis denies those allegations.

116. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 116, and on that basis denies those allegations.

117. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 117, and on that basis denies those allegations.

118. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 118, and on that basis denies those allegations.

119. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 119 concerning Plaintiff Gollott's purchase and ownership of Ford vehicles, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 119.

120. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 120, and on that basis denies those allegations.

121. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 121, and on that basis denies those allegations.

122. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 122 concerning Plaintiff Gollott's purchase and ownership of Ford vehicles or her current state of mind, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 122.

123. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 123, and on that basis denies those allegations.

124. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 124, and on that basis denies those allegations.

125. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 125 concerning Plaintiff Perry's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 125.

126. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 126, and on that basis denies those allegations.

11. West Virginia

127. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 127, and on that basis denies those allegations.

128. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 128, and on that basis denies those allegations.

129. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 129 concerning Plaintiff Willburn's purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 129.

130. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 130, and on that basis denies those allegations.

131. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 131, and on that basis denies those allegations.

B. Defendant

132. Ford admits that it is incorporated in the State of Delaware and that its principal place of business is located at One American Road, Dearborn, Michigan 48126. Ford further admits that it is domiciled in Delaware and Michigan. To the extent this Paragraph calls for a response inconsistent with the foregoing, it is denied.

133. Ford admits that it is in the business of designing, in part, manufacturing, in part, marketing, in part, warranting, in part, distributing and selling new vehicles to independently-owned, authorized Ford dealerships. Ford further admits that this distribution and sale has occurred within the United States.

Ford further admits that it has leased certain vehicles to retirees and employees.

To the extent this Paragraph calls for a response inconsistent with the foregoing, it is denied.

IV. FACTUAL ALLEGATIONS

134. Ford denies each allegation contained in Paragraph 134.

135. Ford denies each allegation contained in Paragraph 135.

A. The Brake System Defect

136. Ford admits that a master cylinder is a part in vehicle braking systems that helps to control the brake fluid sent to the brake calipers in response to the driver's compression or release of the brake pedal. Ford denies each other allegation contained in Paragraph 136.

137. Ford admits that as the driver depresses the brake pedal, pistons within the master cylinder slide forward within their bore. As the pistons slide, they force brake fluid toward the calipers, which may cause an increase in hydraulic pressure. Ford denies each other allegation contained in Paragraph 137.

138. Ford admits that the hydraulic pressure activates larger pistons within the brake calipers, causing them to provide clamping force on the wheel rotors, stopping or slowing wheel rotation. Ford further admits that, upon release of the brake pedal, brake fluid pressure decreases as the fluid travels back toward the

master cylinder and its reservoir via the brake lines. To the extent this Paragraph calls for a response inconsistent with the foregoing, it is denied.

139. Ford admits the allegations contained in Paragraph 139.

140. Ford denies each allegation contained in Paragraph 140.

141. Ford admits that the image displayed in Paragraph 141 includes a master cylinder. Ford denies each other allegation contained in Paragraph 141.

142. Ford denies each allegation contained in Paragraph 142.

143. Ford admits that pistons within a master cylinder are fitted with piston cup seals, and that properly fitted piston cup seals are required to maintain hydraulic pressure within the front and rear brake circuits. Ford denies each other allegation contained in Paragraph 143.

144. Ford denies each allegation contained in Paragraph 144.

145. Fords admits that depending on the amount of brake fluid loss from the brake master cylinder into the brake booster, the driver may experience an audible chime, message center alert, red brake warning light in the instrument cluster, and may begin to experience a change in brake pedal travel and feel. In the event that a loss of brake fluid is substantial enough to reduce brake function to the front wheels, the driver may experience longer pedal travel, increased pedal effort, and extended stopping distance. Full braking function would remain in the rear wheel brake circuit. Ford denies each other allegation contained in Paragraph 145.

146. Ford denies each allegation contained in Paragraph 146.

147. Ford denies each allegation contained in Paragraph 147.

148. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 148, and on that basis denies those allegations.

149. Ford admits that brakes, along with a braking system, are components of vehicles. Ford further admits that a completely inoperative brake system can, depending on specific facts and circumstances, increase the risk of a crash. Ford denies each other allegation in Paragraph 149.

150. Ford admits that a completely inoperative brake system can, depending on specific facts and circumstances, increase the risk of a crash. Ford denies each other allegation in Paragraph 150.

151. Ford responds that the phrase “unfit for the purpose of providing transportation” is a legal term of art that applies exclusively to claims that were dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 151. To the extent a response is required, Ford denies all allegations.

152. Ford denies each allegation contained in Paragraph 152.

153. Ford denies each allegation contained in Paragraph 153.

154. Ford denies each allegation contained in Paragraph 154.

155. Ford admits that 49 C.F.R. § 571.135 establishes requirements for service brake and associated parking brake systems. Ford denies each other allegation contained in Paragraph 155.

156. Ford denies each allegation contained in Paragraph 156.

157. Ford denies each allegation contained in Paragraph 157.

158. Ford denies each allegation contained in Paragraph 158.

159. Ford denies each allegation contained in Paragraph 159.

B. The Brake System Defect Causes Front and Rear Braking Loss Creating A Serious Safety Risk to Vehicle Drivers and Occupants

160. Ford admits that a completely inoperative brake system may, depending on specific facts and circumstances, increase the risk of a crash. Ford denies each other allegation contained in Paragraph 160.

161. Ford denies each allegation contained in Paragraph 161.

162. Ford admits that Paragraph 162 contains language from selected complaints posted on the NHTSA website. Ford further admits that the NHTSA complaints originally written in all-caps have been changed to lower case, that, [sic] notation has not been used, and that emphasis has been added to certain complaints. Ford denies each other allegation contained in Paragraph 162, including its footnote.

163. Ford admits that Paragraph 163 contains language from a complaint posted on the NHTSA website. Ford denies each other allegation contained in Paragraph 163.

164. Ford admits that Paragraph 164 describes a complaint posted on the NHTSA website. Ford denies each other allegation contained in Paragraph 164.

165. Ford admits that other complaints concerning the brake master cylinder in certain F-150 vehicles have been posted on the NHTSA website and certain other websites. Ford denies each other allegation contained in Paragraph 165.

B. Ford Knew of the Brake System Defect Prior to Sale or Lease of the Class Vehicles²

166. Ford denies each allegation contained in Paragraph 166.

167. Ford denies each allegation contained in Paragraph 167.

168. Ford admits that Paragraph 168 contains language from an email communication from Jessica Ruiz. Ford denies each other allegation in Paragraph 168.

² The FAC uses non-sequential numbering in the headings and subheadings. Ford has conformed the numbering of the headings and subheadings in its Answer to the numbering in the FAC.

169. Ford admits that Paragraph 169 contains language from an email communication from Jessica Ruiz. Ford denies each other allegation in Paragraph 169.

170. Ford admits that Paragraph 170 contains language from an email communication from Alejandro Rojas. Ford denies each other allegation in Paragraph 170.

171. Ford admits that Paragraph 171 contains language from an email communication from Martin Kapanowski. Ford denies each other allegation in Paragraph 171.

172. Ford admits that Paragraph 172 contains language from an email communication from Dan Williams. Ford denies each other allegation in Paragraph 172.

173. Ford admits that Paragraph 173 contains language from an email communication from Saif Siddiqui. Ford denies each other allegation in Paragraph 173.

174. Ford admits that Paragraph 174 contains language from email communications between Saif Siddiqui and Jonathan Harris. Ford denies each other allegation in Paragraph 174.

1. Ford’s Knowledge of the Brake System Defect Gained from Pre-Release Design, Manufacture, Engineering, and Testing Data

175. Ford denies each allegation contained in Paragraph 175.

176. Ford denies each allegation contained in Paragraph 176.

2. Ford’s Knowledge of the Brake System Defect from Repair Data

177. Ford denies each allegation contained in Paragraph 177.

178. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 178, and on that basis denies those allegations.

179. Ford admits that it collects certain information from dealerships regarding repairs performed on vehicles under warranty. Ford denies each other allegation contained in Paragraph 179.

3. Ford’s Knowledge of the Brake System Defect Gathered from the Large Number of Replacement Brake System Parts Ordered from Ford

180. Ford denies each allegation contained in Paragraph 180.

181. Ford admits that certain independently owned dealers may purchase parts from Ford. Ford is otherwise without information sufficient to form a belief as to the truth of the remaining allegations because the complaint does not identify the specific replacement parts that are the subject of Paragraph 181 and because “Ford service centers,” and “independent repair shops” are not defined with

sufficient clarity, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 181.

4. Ford’s Knowledge of the Brake System Defect from Class Member Complaints Collected by NHTSA’s Office of Defect Investigations

182. Ford denies each allegation contained in Paragraph 182.

183. Ford denies each allegation contained in Paragraph 183.

184. Ford denies each allegation contained in Paragraph 184.

185. Ford denies each allegation contained in Paragraph 185.

186. Ford admits that a search for the term “master cylinder” in NHTSA’s complaint database reveals twelve complaints for model years 2013-2018 Chevrolet Silverado 1500s. Ford denies each other allegation contained in Paragraph 186, including its footnote.

187. Ford denies each allegation contained in Paragraph 187.

188. Ford admits that a search for the term “master cylinder” in NHTSA’s complaint database reveals zero complaints for model years 2013-2019 Toyota Tundras.

189. Ford admits that a search for the term “master cylinder” in NHTSA’s complaint database reveals one complaint for model years 2013-2019 Nissan Titans. Ford further admits that the complaint refers to the brakes locking. Ford denies each other allegation contained in Paragraph 189, including its footnote.

190. Ford admits that Pub. L. No. 106-414, 114 Stat. 1800 (2000) requires automakers to report “data on claims submitted to the manufacturer for serious injuries (including death) and aggregate statistical data on property damage from alleged defects in a motor vehicle or in motor vehicle equipment,” “customer satisfaction campaigns, consumer advisories, recalls, or other activity involving the repair or replacement of motor vehicles or items of motor vehicle equipment,” and “all incidents of which the manufacturer receives actual notice which involve fatalities or serious injuries which are alleged or proven to have been caused by a possible defect in such manufacturer's motor vehicle or motor vehicle equipment in the United States, or in a foreign country when the possible defect is in a motor vehicle or motor vehicle equipment that is identical or substantially similar to a motor vehicle or motor vehicle equipment offered for sale in the United States.” Ford denies each other allegation contained in Paragraph 190.

191. Ford admits that it sometimes reviews certain Vehicle Owner Questionnaires (“VOQs”) submitted to the NHTSA, which may reflect consumer complaints or feedback regarding automobiles. Ford further admits that it monitors the field performance of its vehicles for various reasons, including to evaluate and identify potential product concerns and in accordance with the Transportation Recall Enhancement, Accountability, and Documentation (TREAD) Act. Ford is without information sufficient to form a belief as to the

truth of the allegations concerning NHTSA's databases contained in Paragraph 191 because no such specific database was identified and it is not limited in time, and on that basis Ford denies those allegations. Ford is also without information sufficient to form a belief as to the truth of the allegations concerning how other automakers monitor NHTSA's databases contained in Paragraph 191, and on that basis denies those allegations. Ford denies each other allegation contained in Paragraph 191.

192. Ford denies each allegation contained in Paragraph 192.

193. Ford admits that Paragraph 193 contains language from selected complaints posted on the NHTSA website. Ford denies each other allegation contained in Paragraph 193.

194. Ford denies each allegation contained in Paragraph 194.

195. Ford admits that Paragraph 195 contains language from selected complaints posted on the NHTSA website. Ford denies each other allegation contained in Paragraph 195.

196. Ford denies each allegation contained in Paragraph 196, including its subparts.

197. Ford denies each allegation contained in Paragraph 197.

C. Ford Received Pre-Suit Notice Multiple Times and Ways

198. Ford denies each allegation contained in Paragraph 198.

199. Ford admits that Plaintiff Roy Naasz sent a letter to Ford and its registered service agent on September 28, 2018. Ford denies each other allegation contained in Paragraph 199.

200. Ford admits that Plaintiff Weidman sent a letter on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford further admits that its counsel responded to the letter on June 7, 2018. Ford denies each other allegation contained in Paragraph 200.

201. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 201, and on that basis denies those allegations.

D. Ford Admits the Brake System Defect, But Issues an Inadequate Recall

202. Ford admits that on May 23, 2016, it instituted safety recall number 16S24 for certain F-150s because some vehicles may experience a loss of brake fluid from the master cylinder reservoir leaking into the brake booster.

203. Ford admits that the Part 573 Safety Recall Report for safety recall 16S24 identified the cause of reports of brake fluid leaking into the brake booster as a rolling of the rearmost cup seal in the brake master cylinder. Ford denies each other allegation contained in Paragraph 203.

204. Ford admits that in the event that a loss of brake fluid is substantial enough to reduce brake function to the front wheels, the driver may experience

longer pedal travel, increased pedal effort, and extended stopping distance, increasing the risk of a crash. Ford further admits that the Part 573 Safety Recall Report for safety recall 16S24 states that Ford was “aware of nine accident allegations on the affected vehicles that might relate to this condition, with no injuries; and one alleged injury not related to the accidents.” Ford denies each other allegation contained in Paragraph 204.

205. Ford admits that safety recall number 16S24 was limited to model year 2013-2014 F-150s equipped with 3.5L Ecoboost engines that were manufactured between August 1, 2013 and August 31, 2014. Ford denies each other allegation contained in Paragraph 205.

206. Ford admits that Paragraph 206 contains language from selected complaints posted on the NHTSA website, except that: (1) in number 1120934, there should be a comma between the third and fourth sentence rather than a period, and (2) the complaint number should be 11120934 rather than 1120934. Ford denies each other allegation contained in Paragraph 206.

207. Ford denies each allegation contained in Paragraph 207.

208. Ford denies each allegation contained in Paragraph 208.

209. Ford admits that Paragraph 209 contains language from selected complaints posted on the NHTSA website. Ford denies each other allegation contained in Paragraph 209.

210. Ford denies each allegation contained in Paragraph 210.

211. Ford denies each allegation contained in Paragraph 211.

212. Fords admits that the NHTSA sent Ford a letter dated October 21, 2016 regarding allegations of sudden loss of brake effectiveness on model year 2015 and 2016 Ford F-150 pickup trucks equipped with 3.5L engines. Ford denies each other allegation contained in Paragraph 212.

213. Ford admits that it has not expanded the scope of safety recall number 16S24 nor issued additional recalls related to brake master cylinders for F-150 trucks. Ford denies each other allegation contained in Paragraph 213.

214. Ford denies each allegation contained in Paragraph 214.

215. Ford denies each allegation contained in Paragraph 215.

216. Ford denies each allegation contained in Paragraph 216.

E. The Brake System Defect Persists in Warranty Replacement Master Cylinders

217. Ford admits that Paragraph 217 contains language from certain portions of Ford's New Vehicle Limited Warranty. Ford denies each other allegation contained in Paragraph 217.

218. Ford admits that Paragraph 218 contains language from selected complaints posted on the NHTSA website, except that: (1) in number 11080734, the language "TL*" has been omitted from the beginning of the first paragraph of the complaint and "*TT" has been omitted from the end of the first and second

paragraphs, and (2) in number 10945490, the language “*TR” has been from the end of the complaint. Ford denies each other allegation contained in Paragraph 218.

219. Ford denies each allegation contained in Paragraph 219.

220. Ford denies each allegation contained in Paragraph 220.

221. Ford admits that 49 C.F.R. § 571.135 establishes standards “to ensure safe braking performance under normal and emergency driving conditions.” Ford denies each other allegation contained in Paragraph 221.

222. Ford denies each allegation contained in Paragraph 222.

223. Ford denies each allegation contained in Paragraph 223.

II. APPLICABLE WARRANTIES

224. Ford admits that it sold new 2013-2018 model year Ford F-150 pickup trucks to independent, authorized Ford dealerships, and that, at times, it leased certain vehicles for specific purposes to retirees and employees. Ford further admits that it provided a “New Vehicle Limited Warranty” for new 2013-2018 model year Ford F-150 pickup trucks that covers certain components on varying terms and for various durational limits, and Ford incorporates the terms of that warranty here. Ford denies each other allegation contained in Paragraph 224.

225. Ford admits that Paragraph 225 contains language from selected portions of Ford's New Vehicle Limited Warranty. Ford denies each other allegation contained in Paragraph 225.

226. Ford admits that it provides a limited warranty covering certified pre-owned vehicles for 12 months or 12,000 miles, whichever comes first.

227. Ford admits that Paragraph 227 contains language from selected portions of Ford's Certified Pre-Owned Limited Warranty.

228. Ford denies each allegation contained in Paragraph 228.

229. Ford admits that certain independently owned dealers may purchase parts from Ford, including through its Motorcraft parts brand. Ford is otherwise without information sufficient to form a belief as to the truth of the remaining allegations because the complaint does not identify the specific replacement parts that are the subject of Paragraph 229, and on that basis denies those allegations.

230. Ford admits that it provides varying warranties of varying terms and durations with the sale of certain replacement parts. Ford denies each other allegation contained in Paragraph 230.

III. FORD'S MARKETING AND CONCEALMENT

231. Ford denies each allegation contained in Paragraph 231.

232. Ford admits that it conducts certain advertising that may relate in some way to certain Subject Vehicles, and certain of the advertisements may be

presented through various multimedia channels. Otherwise, Ford lacks knowledge or information sufficient to form a belief about the truth or falsity of the remaining allegations contained in Paragraph 232, including because the allegations in this paragraph do not identify the relevant time frame or provide any level of meaningful specificity as to a specific advertisement being referenced; thus, these allegations are denied as stated.

233. Ford admits that Paragraph 233 contains language from certain Ford marketing materials describing certain Subject Vehicles.

234. Ford denies each allegation contained in Paragraph 234.

235. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 235, and on that basis denies those allegations.

236. Ford denies each allegation contained in Paragraph 236.

237. Ford denies each allegation contained in Paragraph 237, including its subparts.

238. Ford denies each allegation contained in Paragraph 238.

IV. FRAUDULENT CONCEALMENT ALLEGATIONS

239. Ford denies each allegation contained in Paragraph 239.

240. Ford denies each allegation contained in Paragraph 240.

241. Ford denies each allegation contained in Paragraph 241, including its subparts.

V. TOLLING OF THE STATUE OF LIMITATIONS

A. Discovery Rule Tolling

242. Ford denies each allegation contained in Paragraph 242.

243. Ford denies each allegation contained in Paragraph 243.

244. Ford denies each allegation contained in Paragraph 244.

B. Fraudulent Concealment Tolling

245. Ford denies each allegation contained in Paragraph 245.

246. Ford denies each allegation contained in Paragraph 246.

247. Ford denies each allegation contained in Paragraph 247.

248. Ford denies each allegation contained in Paragraph 248.

249. Ford denies each allegation contained in Paragraph 249.

250. Ford denies each allegation contained in Paragraph 250.

251. Ford denies each allegation contained in Paragraph 251.

C. Estoppel

252. Ford denies each allegation contained in Paragraph 252.

253. Ford denies each allegation contained in Paragraph 253.

254. Ford denies each allegation contained in Paragraph 254.

VI. CLASS ACTION ALLEGATIONS

255. Ford admits that Plaintiffs bring this action as a putative class action.

Ford denies each other allegation contained in Paragraph 255.

256. Ford states that the only nationwide claim in this action was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 256. To the extent a response is required, Ford denies all allegations.

257. Ford admits, based on information and belief, that Paragraph 257 sets forth putative classes Plaintiffs seek to certify in this litigation. Ford denies each other allegation contained in Paragraph 257.

258. Ford admits, based on information and belief, that Paragraph 258 sets forth putative subclasses Plaintiffs seek to certify in this litigation. Ford denies each other allegation contained in Paragraph 258.

259. Ford admits, based on information and belief, that Paragraph 259 sets forth limitations to the putative classes that Plaintiffs seek to certify in this litigation. Ford denies each other allegation contained in Paragraph 259.

260. Ford admits, based on information and belief, that Paragraph 260 sets forth limits on the recovery of putative classes Plaintiffs seek to certify in this litigation. Ford denies each other allegation contained in Paragraph 260.

261. Ford denies each allegation contained in Paragraph 261.

262. Ford admits that the putative classes described in the complaint are so numerous as to render joinder of the putative members impracticable. Ford denies each other allegation contained in Paragraph 262, including its subparts.

263. Ford denies each allegation contained in Paragraph 263, including its subparts

264. Ford denies each allegation contained in Paragraph 264.

265. Ford denies that the Plaintiffs are adequate Class representatives. Ford is without information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 265, and on that basis denies those allegations.

266. Ford denies each allegation contained in Paragraph 266.

267. Ford denies each allegation contained in Paragraph 267.

VII. CLAIMS FOR RELIEF³

A. Claims Brought on Behalf of the Nationwide Class

COUNT 1 VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT 15 U.S.C. §§ 2301, ET SEQ.

268. Ford reasserts its answers to Paragraphs 1 through 267.

³ Ford admits that the unjust enrichment claims set forth in Counts 6, 19, 23, 28, and 34 were dismissed by this Court's July 10, 2019 Order, and further admits, based on information and belief, Plaintiffs have included these claims in the FAC only to preserve them for appeal.

Ford denies each other allegation contained in footnote 9.

269. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 269. To the extent a response is required, Ford denies all allegations.

270. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 270. To the extent a response is required, Ford denies all allegations.

271. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 271. To the extent a response is required, Ford denies all allegations.

272. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 272. To the extent a response is required, Ford denies all allegations.

273. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 273. To the extent a response is required, Ford denies all allegations.

274. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 274. To the extent a response is required, Ford denies all allegations.

275. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 275. To the extent a response is required, Ford denies all allegations.

276. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 276. To the extent a response is required, Ford denies all allegations.

277. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 277. To the extent a response is required, Ford denies all allegations.

278. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 278. To the extent a response is required, Ford denies all allegations.

279. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 279. To the extent a response is required, Ford denies all allegations.

280. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 280. To the extent a response is required, Ford denies all allegations.

281. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 281. To the extent a response is required, Ford denies all allegations.

282. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 282. To the extent a response is required, Ford denies all allegations.

283. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 283. To the extent a response is required, Ford denies all allegations.

284. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 284. To the extent a response is required, Ford denies all allegations.

285. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 285. To the extent a response is required, Ford denies all allegations.

B. Claims Brought on Behalf of the Alabama Class

**COUNT 2
VIOLATIONS OF ALABAMA'S DECEPTIVE TRADE PRACTICES ACT
ALA. CODE. §§ 8-19-1, ET SEQ.**

286. Ford reasserts its answers to Paragraphs 1 through 267.

287. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Alabama Class.

288. Ford denies each allegation contained in Paragraph 288.

289. Ford denies each allegation contained in Paragraph 289.

290. Ford admits that Plaintiff Weidman sent a letter on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford further admits that its counsel responded to the letter on June 7, 2018. Ford denies each other allegation contained in Paragraph 290.

291. Ford denies each allegation contained in Paragraph 291.

292. Ford denies each allegation contained in Paragraph 292.

293. Ford denies each allegation contained in Paragraph 293.

294. Ford denies each allegation contained in Paragraph 294.

295. Ford denies each allegation contained in Paragraph 295.

296. Ford denies each allegation contained in Paragraph 296.

COUNT 3
BREACH OF EXPRESS WARRANTY
ALA. CODE §§ 7-2-313 AND 7-2A-210

297. Ford reasserts its answers to Paragraphs 1 through 267.

298. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 298. To the extent a response is required, Ford denies all allegations.

299. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 299. To the extent a response is required, Ford denies all allegations.

300. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 300. To the extent a response is required, Ford denies all allegations.

301. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 301. To the extent a response is required, Ford denies all allegations.

302. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 302. To the extent a response is required, Ford denies all allegations.

303. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 303. To the extent a response is required, Ford denies all allegations.

304. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 304. To the extent a response is required, Ford denies all allegations.

305. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 305. To the extent a response is required, Ford denies all allegations.

306. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 306. To the extent a response is required, Ford denies all allegations.

307. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 307. To the extent a response is required, Ford denies all allegations.

308. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 308. To the extent a response is required, Ford denies all allegations.

COUNT 4
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
ALA. CODE §§ 7-2-314 AND 7-2A-212

309. Ford reasserts its answers to Paragraphs 1 through 267.

310. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 310. To the extent a response is required, Ford denies all allegations.

311. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 311. To the extent a response is required, Ford denies all allegations.

312. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 312. To the extent a response is required, Ford denies all allegations.

313. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 313. To the extent a response is required, Ford denies all allegations.

314. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 314. To the extent a response is required, Ford denies all allegations.

315. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 315. To the extent a response is required, Ford denies all allegations.

316. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 316. To the extent a response is required, Ford denies all allegations.

317. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 317. To the extent a response is required, Ford denies all allegations.

**COUNT 5
FRAUDULENT OMISSION**

318. Ford reasserts its answers to Paragraphs 1 through 267.

319. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Alabama Class.

320. Ford denies each allegation contained in Paragraph 320.

321. Ford denies each allegation contained in Paragraph 321.

322. Ford denies each allegation contained in Paragraph 322.

323. Ford denies each allegation contained in Paragraph 323.

324. Ford denies each allegation contained in Paragraph 324.

325. Ford denies each allegation contained in Paragraph 325.

326. Ford denies each allegation contained in Paragraph 326.

327. Ford denies each allegation contained in Paragraph 327.

**COUNT 6
UNJUST ENRICHMENT**

328. Ford reasserts its answers to Paragraphs 1 through 267.

329. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 329. To the extent a response is required, Ford denies all allegations.

330. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 330. To the extent a response is required, Ford denies all allegations.

331. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 331. To the extent a response is required, Ford denies all allegations.

332. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 332. To the extent a response is required, Ford denies all allegations.

333. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 333. To the extent a response is required, Ford denies all allegations.

334. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 334. To the extent a response is required, Ford denies all allegations.

335. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 335. To the extent a response is required, Ford denies all allegations.

C. Claims Brought on Behalf of the Colorado Class

**COUNT 7
VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT
C.R.S.A. §§ 6-1-101, *ET SEQ.***

336. Ford reasserts its answers to Paragraphs 1 through 267.

337. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Colorado Class.

338. Ford denies each allegation contained in Paragraph 338.

339. Ford denies each allegation contained in Paragraph 339.

340. Ford admits that Plaintiff Weidman sent a letter on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford further admits that its counsel responded to the letter on June 7, 2018. Ford denies each other allegation contained in Paragraph 340.

341. Ford denies each allegation contained in Paragraph 341.

342. Ford denies each allegation contained in Paragraph 342.

343. Ford denies each allegation contained in Paragraph 343.

344. Ford denies each allegation contained in Paragraph 344.

345. Ford denies each allegation contained in Paragraph 345.

346. Ford denies each allegation contained in Paragraph 346.

347. Ford denies each allegation contained in Paragraph 347.

COUNT 8
BREACH OF EXPRESS WARRANTY
C.R.S.A. §§ 4-2-213 AND 4-2.5-210

348. Ford reasserts its answers to Paragraphs 1 through 267.

349. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 349. To the extent a response is required, Ford denies all allegations.

350. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 350. To the extent a response is required, Ford denies all allegations.

351. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 351. To the extent a response is required, Ford denies all allegations.

352. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 352. To the extent a response is required, Ford denies all allegations.

353. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 353. To the extent a response is required, Ford denies all allegations.

354. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 354. To the extent a response is required, Ford denies all allegations.

355. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 355. To the extent a response is required, Ford denies all allegations.

356. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 356. To the extent a response is required, Ford denies all allegations.

357. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 357. To the extent a response is required, Ford denies all allegations.

358. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 358. To the extent a response is required, Ford denies all allegations.

359. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 359. To the extent a response is required, Ford denies all allegations.

COUNT 9
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
C.R.S.A. §§ 4-2-314 AND 4-2.5-212

360. Ford reasserts its answers to Paragraphs 1 through 267.

361. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 361. To the extent a response is required, Ford denies all allegations.

362. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 362. To the extent a response is required, Ford denies all allegations.

363. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 363. To the extent a response is required, Ford denies all allegations.

364. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 364. To the extent a response is required, Ford denies all allegations.

365. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 365. To the extent a response is required, Ford denies all allegations.

366. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 366. To the extent a response is required, Ford denies all allegations.

367. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 367. To the extent a response is required, Ford denies all allegations.

368. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 368. To the extent a response is required, Ford denies all allegations.

**COUNT 10
FRAUDULENT OMISSION**

369. Ford reasserts its answers to Paragraphs 1 through 267.

370. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Colorado Class.

371. Ford denies each allegation contained in Paragraph 371.

372. Ford denies each allegation contained in Paragraph 372.

373. Ford denies each allegation contained in Paragraph 373.

374. Ford denies each allegation contained in Paragraph 374.

375. Ford denies each allegation contained in Paragraph 375.

376. Ford denies each allegation contained in Paragraph 376.

377. Ford denies each allegation contained in Paragraph 377.

378. Ford denies each allegation contained in Paragraph 378.

**COUNT 11
UNJUST ENRICHMENT**

379. Ford reasserts its answers to Paragraphs 1 through 267.

380. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 380. To the extent a response is required, Ford denies all allegations.

381. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 381. To the extent a response is required, Ford denies all allegations.

382. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 382. To the extent a response is required, Ford denies all allegations.

383. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 383. To the extent a response is required, Ford denies all allegations.

384. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 384. To the extent a response is required, Ford denies all allegations.

385. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 385. To the extent a response is required, Ford denies all allegations.

386. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 386. To the extent a response is required, Ford denies all allegations.

D. Claims Brought on Behalf of the Connecticut Class

**COUNT 12
VIOLATIONS OF CONNECTICUT'S UNFAIR TRADE PRACTICES ACT
CONN. GEN. STAT. §§ 42-110A *ET SEQ.***

387. Ford reasserts its answers to Paragraphs 1 through 267.

388. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Connecticut Class.

389. Ford admits the allegations contained in Paragraph 389.

390. Ford denies each allegation contained in Paragraph 390.

391. Ford admits that Plaintiff Weidman sent a letter on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford further admits that its counsel responded to the letter on June 7, 2018. Ford denies each other allegation contained in Paragraph 391.

392. Ford denies each allegation contained in Paragraph 392.

393. Ford denies each allegation contained in Paragraph 393.

394. Ford denies each allegation contained in Paragraph 394.

395. Ford denies each allegation contained in Paragraph 395.

396. Ford denies each allegation contained in Paragraph 396.

397. Ford denies each allegation contained in Paragraph 397.

398. Ford denies each allegation contained in Paragraph 398.

COUNT 13
BREACH OF EXPRESS WARRANTY
C.G.S.A. §§ 42A-2-313 AND 42A-2A-503

399. Ford reasserts its answers to Paragraphs 1 through 267.

400. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 400. To the extent a response is required, Ford denies all allegations.

401. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 401. To the extent a response is required, Ford denies all allegations.

402. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 402. To the extent a response is required, Ford denies all allegations.

403. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 403. To the extent a response is required, Ford denies all allegations.

404. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 404. To the extent a response is required, Ford denies all allegations.

405. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 405. To the extent a response is required, Ford denies all allegations.

406. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 406. To the extent a response is required, Ford denies all allegations.

407. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 407. To the extent a response is required, Ford denies all allegations.

408. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 408. To the extent a response is required, Ford denies all allegations.

409. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 409. To the extent a response is required, Ford denies all allegations.

410. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 410. To the extent a response is required, Ford denies all allegations.

COUNT 14
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
C.G.S.A. §§ 42A-2-314 AND 42A-2A-504

411. Ford reasserts its answers to Paragraphs 1 through 267.

412. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 412. To the extent a response is required, Ford denies all allegations.

413. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 413. To the extent a response is required, Ford denies all allegations.

414. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 414. To the extent a response is required, Ford denies all allegations.

415. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 415. To the extent a response is required, Ford denies all allegations.

416. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 416. To the extent a response is required, Ford denies all allegations.

417. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 417. To the extent a response is required, Ford denies all allegations.

418. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 418. To the extent a response is required, Ford denies all allegations.

419. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 419. To the extent a response is required, Ford denies all allegations.

COUNT 15
FRAUDULENT OMISSION

420. Ford reasserts its answers to Paragraphs 1 through 267.

421. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Connecticut Class.

422. Ford denies each allegation contained in Paragraph 422.

423. Ford denies each allegation contained in Paragraph 423.

424. Ford denies each allegation contained in Paragraph 424.

425. Ford denies each allegation contained in Paragraph 425.

426. Ford denies each allegation contained in Paragraph 426.

427. Ford denies each allegation contained in Paragraph 427.

428. Ford denies each allegation contained in Paragraph 428.

429. Ford denies each allegation contained in Paragraph 429.

COUNT 16
UNJUST ENRICHMENT

430. Ford reasserts its answers to Paragraphs 1 through 267.

431. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 431. To the extent a response is required, Ford denies all allegations.

432. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 432. To the extent a response is required, Ford denies all allegations.

433. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 433. To the extent a response is required, Ford denies all allegations.

434. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 434. To the extent a response is required, Ford denies all allegations.

435. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 435. To the extent a response is required, Ford denies all allegations.

436. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 436. To the extent a response is required, Ford denies all allegations.

437. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 437. To the extent a response is required, Ford denies all allegations.

E. Claims Brought on Behalf of the Florida Class

**COUNT 17
VIOLATIONS OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT
FLA. STAT. §§ 502.201, *ET SEQ.***

438. Ford reasserts its answers to Paragraphs 1 through 267.

439. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Florida Class.

440. Ford admits the allegations contained in Paragraph 440.

441. Ford denies each allegation contained in Paragraph 441.

442. Ford denies each allegation contained in Paragraph 442.

443. Ford denies each allegation contained in Paragraph 443.

444. Ford denies each allegation contained in Paragraph 444.

445. Ford denies each allegation contained in Paragraph 445.

446. Ford denies each allegation contained in Paragraph 446.

447. Ford denies each allegation contained in Paragraph 447.

**COUNT 18
FRAUDULENT OMISSION**

448. Ford reasserts its answers to Paragraphs 1 through 267.

449. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Florida Class.

450. Ford denies each allegation contained in Paragraph 450.

451. Ford denies each allegation contained in Paragraph 451.

452. Ford denies each allegation contained in Paragraph 452.

453. Ford denies each allegation contained in Paragraph 453.

454. Ford denies each allegation contained in Paragraph 454.

455. Ford denies each allegation contained in Paragraph 455.

456. Ford denies each allegation contained in Paragraph 456.

457. Ford denies each allegation contained in Paragraph 457.

COUNT 19
UNJUST ENRICHMENT

458. Ford reasserts its answers to Paragraphs 1 through 267.

459. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 459. To the extent a response is required, Ford denies all allegations.

460. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 460. To the extent a response is required, Ford denies all allegations.

461. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 461. To the extent a response is required, Ford denies all allegations.

462. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 462. To the extent a response is required, Ford denies all allegations..

463. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 463. To the extent a response is required, Ford denies all allegations..

464. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 464. To the extent a response is required, Ford denies all allegations..

465. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 465. To the extent a response is required, Ford denies all allegations.

F. Claims Brought on Behalf of the Georgia Class

**COUNT 20
VIOLATIONS OF GEORGIA'S FAIR BUSINESS PRACTICES ACT
GA. STAT. ANN. §§ 10-1-390, *ET SEQ.***

466. Ford reasserts its answers to Paragraphs 1 through 267.

467. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Georgia Class.

468. Ford denies each allegation contained in Paragraph 468.

469. Ford denies each allegation contained in Paragraph 469.

470. Ford admits that Plaintiff Weidman sent a letter on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford further admits that its counsel responded to the letter on June 7, 2018. Ford denies each other allegation contained in Paragraph 470.

471. Ford denies each allegation contained in Paragraph 471.

472. Ford denies each allegation contained in Paragraph 472.

473. Ford denies each allegation contained in Paragraph 473.

474. Ford admits the allegations contained in Paragraph 474.

475. Ford denies each allegation contained in Paragraph 475.

476. Ford denies each allegation contained in Paragraph 476.

COUNT 21
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
GA. STAT. ANN. §§ 84-2-314 AND 84-2A-212

477. Ford reasserts its answers to Paragraphs 1 through 267.

478. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 478. To the extent a response is required, Ford denies all allegations.

479. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 479. To the extent a response is required, Ford denies all allegations.

480. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 480. To the extent a response is required, Ford denies all allegations.

481. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 481. To the extent a response is required, Ford denies all allegations..

482. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 482. To the extent a response is required, Ford denies all allegations..

483. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 483. To the extent a response is required, Ford denies all allegations..

484. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 484. To the extent a response is required, Ford denies all allegations.

485. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 485. To the extent a response is required, Ford denies all allegations.

COUNT 22
FRAUDULENT OMISSION

486. Ford reasserts its answers to Paragraphs 1 through 267.

487. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Georgia Class.

488. Ford denies each allegation contained in Paragraph 488.

489. Ford denies each allegation contained in Paragraph 489.

490. Ford denies each allegation contained in Paragraph 490.

491. Ford denies each allegation contained in Paragraph 491.

492. Ford denies each allegation contained in Paragraph 492.

493. Ford denies each allegation contained in Paragraph 493.

494. Ford denies each allegation contained in Paragraph 494.

495. Ford denies each allegation contained in Paragraph 495.

COUNT 23
UNJUST ENRICHMENT

496. Ford reasserts its answers to Paragraphs 1 through 267.

497. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 497. To the extent a response is required, Ford denies all allegations.

498. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 498. To the extent a response is required, Ford denies all allegations.

499. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 499. To the extent a response is required, Ford denies all allegations.

500. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 500. To the extent a response is required, Ford denies all allegations.

501. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 501. To the extent a response is required, Ford denies all allegations.

502. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 502. To the extent a response is required, Ford denies all allegations.

503. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 503. To the extent a response is required, Ford denies all allegations.

G. Claims Brought on Behalf of the Texas Class

**COUNT 24
VIOLATION OF TEXAS DECEPTIVE TRADE PRACTICES –
CONSUMER PROTECTION ACT
TEX. BUS. & COM. CODE §§ 17.01, *ET SEQ.***

504. Ford reasserts its answers to Paragraphs 1 through 267.

505. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Texas Class.

506. Ford admits the allegations contained in Paragraph 506

507. Ford denies each allegation contained in Paragraph 507.

508. Ford denies each allegation contained in Paragraph 508.

509. Ford denies each allegation contained in Paragraph 509.

510. Ford denies each allegation contained in Paragraph 510.

511. Ford denies each allegation contained in Paragraph 511.

512. Ford denies each allegation contained in Paragraph 512.

513. Ford denies each allegation contained in Paragraph 513.

514. Ford denies each allegation contained in Paragraph 514.

**COUNT 25
BREACH OF EXPRESS WARRANTY
TEX. BUS. & COM. CODE §§ 2.313 AND 2A.21**

515. Ford reasserts its answers to Paragraphs 1 through 267.

516. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 516. To the extent a response is required, Ford denies all allegations.

517. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 517. To the extent a response is required, Ford denies all allegations.

518. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 518. To the extent a response is required, Ford denies all allegations.

519. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 519. To the extent a response is required, Ford denies all allegations..

520. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 520. To the extent a response is required, Ford denies all allegations..

521. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 521. To the extent a response is required, Ford denies all allegations.

522. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 522. To the extent a response is required, Ford denies all allegations.

523. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 523. To the extent a response is required, Ford denies all allegations.

524. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 524. To the extent a response is required, Ford denies all allegations.

525. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 525. To the extent a response is required, Ford denies all allegations.

526. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 526. To the extent a response is required, Ford denies all allegations.

COUNT 26
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
TEX. BUS. & COM. CODE §§ 2.314 AND 2A.212

527. Ford reasserts its answers to Paragraphs 1 through 267.

528. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 528. To the extent a response is required, Ford denies all allegations.

529. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 529. To the extent a response is required, Ford denies all allegations.

530. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 530. To the extent a response is required, Ford denies all allegations.

531. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 531. To the extent a response is required, Ford denies all allegations.

532. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 532. To the extent a response is required, Ford denies all allegations.

533. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 533. To the extent a response is required, Ford denies all allegations.

534. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 534. To the extent a response is required, Ford denies all allegations.

535. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 535. To the extent a response is required, Ford denies all allegations.

COUNT 27
FRAUDULENT OMISSION

536. Ford reasserts its answers to Paragraphs 1 through 267.

537. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Texas Class.

538. Ford denies each allegation contained in Paragraph 538.

539. Ford denies each allegation contained in Paragraph 539.

540. Ford denies each allegation contained in Paragraph 540.

541. Ford denies each allegation contained in Paragraph 541.

542. Ford denies each allegation contained in Paragraph 542.

543. Ford denies each allegation contained in Paragraph 543.

544. Ford denies each allegation contained in Paragraph 544.

545. Ford denies each allegation contained in Paragraph 545.

COUNT 28
UNJUST ENRICHMENT

546. Ford reasserts its answers to Paragraphs 1 through 267.

547. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 547. To the extent a response is required, Ford denies all allegations.

548. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 548. To the extent a response is required, Ford denies all allegations.

549. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 549. To the extent a response is required, Ford denies all allegations.

550. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 550. To the extent a response is required, Ford denies all allegations.

551. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 551. To the extent a response is required, Ford denies all allegations.

552. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 552. To the extent a response is required, Ford denies all allegations.

553. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 553. To the extent a response is required, Ford denies all allegations.

H. Claims Brought on Behalf of the California Class

**COUNT 29
VIOLATIONS OF CALIFORNIA’S CONSUMERS
LEGAL REMEDIES ACT (“CLRA”)
CAL. CIV. CODE §§ 1750, ET SEQ.**

554. Ford reasserts its answers to Paragraphs 1 through 267.

555. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative California Class.

556. Ford admits the allegations contained in Paragraph 556.

557. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 557, and on that basis denies those allegations.

558. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 558, and on that basis denies those allegations.

559. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 559, and on that basis denies those allegations.

560. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 560, and on that basis denies those allegations.

561. Ford denies each allegation contained in Paragraph 561, including its subparts.

562. Ford denies each allegation contained in Paragraph 562.

563. Ford denies each allegation contained in Paragraph 563.

564. Ford denies each allegation contained in Paragraph 564.

565. Ford denies each allegation contained in Paragraph 565, including its subparts.

566. Ford denies each allegation contained in Paragraph 566.

567. Ford denies each allegation contained in Paragraph 567.

568. Ford denies each allegation contained in Paragraph 568.

569. Ford denies each allegation contained in Paragraph 569.

570. Ford denies each allegation contained in Paragraph 570.

571. Ford denies each allegation contained in Paragraph 571.

572. Ford denies each allegation contained in Paragraph 572.

573. Ford denies each allegation contained in Paragraph 573.

574. Ford denies each allegation contained in Paragraph 574.

COUNT 30
VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW

CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.*

575. Ford reasserts its answers to Paragraphs 1 through 267.

576. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative California Class.

577. Ford denies each allegation contained in Paragraph 577.

578. Ford denies each allegation contained in Paragraph 578.

579. Ford denies each allegation contained in Paragraph 579.

580. Ford denies each allegation contained in Paragraph 580.

581. Ford denies each allegation contained in Paragraph 581.

582. Ford denies each allegation contained in Paragraph 582.

583. Ford denies each allegation contained in Paragraph 583.

584. Ford denies each allegation contained in Paragraph 584.

**COUNT 31
BREACH OF IMPLIED WARRANTY UNDER
SONG-BEVERLY CONSUMER WARRANTY ACT**

585. Ford reasserts its answers to Paragraphs 1 through 267.

586. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 586. To the extent a response is required, Ford denies all allegations.

587. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 587. To the extent a response is required, Ford denies all allegations.

588. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 588. To the extent a response is required, Ford denies all allegations.

589. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 589. To the extent a response is required, Ford denies all allegations..

590. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 590. To the extent a response is required, Ford denies all allegations..

591. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 591. To the extent a response is required, Ford denies all allegations..

592. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 592. To the extent a response is required, Ford denies all allegations.

593. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 593. To the extent a response is required, Ford denies all allegations.

594. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 594. To the extent a response is required, Ford denies all allegations.

595. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 595. To the extent a response is required, Ford denies all allegations.

596. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 596. To the extent a response is required, Ford denies all allegations.

597. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 597. To the extent a response is required, Ford denies all allegations..

598. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 598. To the extent a response is required, Ford denies all allegations.

COUNT 32
BREACH OF IMPLIED WARRANTY

599. Ford reasserts its answers to Paragraphs 1 through 267.

600. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 600. To the extent a response is required, Ford denies all allegations.

601. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 601. To the extent a response is required, Ford denies all allegations.

602. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 602. To the extent a response is required, Ford denies all allegations.

603. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 603. To the extent a response is required, Ford denies all allegations..

604. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 604. To the extent a response is required, Ford denies all allegations..

605. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 605. To the extent a response is required, Ford denies all allegations..

606. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 606. To the extent a response is required, Ford denies all allegations.

607. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 607. To the extent a response is required, Ford denies all allegations.

608. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 608. To the extent a response is required, Ford denies all allegations.

609. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 609. To the extent a response is required, Ford denies all allegations.

610. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 610. To the extent a response is required, Ford denies all allegations.

611. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 611. To the extent a response is required, Ford denies all allegations.

COUNT 33
FRAUDULENT OMISSION

612. Ford reasserts its answers to Paragraphs 1 through 267.

613. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative California Class.

614. Ford denies each allegation contained in Paragraph 614.

615. Ford denies each allegation contained in Paragraph 615.

616. Ford denies each allegation contained in Paragraph 616.

617. Ford denies each allegation contained in Paragraph 617.

618. Ford denies each allegation contained in Paragraph 618.

619. Ford denies each allegation contained in Paragraph 619.

620. Ford denies each allegation contained in Paragraph 620.

621. Ford denies each allegation contained in Paragraph 621.

622. Ford denies each allegation contained in Paragraph 622.

623. Ford denies each allegation contained in Paragraph 623.

624. Ford denies each allegation contained in Paragraph 624.

625. Ford denies each allegation contained in Paragraph 625.

626. Ford denies each allegation contained in Paragraph 626.

627. Ford denies each allegation contained in Paragraph 627.

COUNT 34
UNJUST ENRICHMENT

628. Ford reasserts its answers to Paragraphs 1 through 267.

629. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 629. To the extent a response is required, Ford denies all allegations.

630. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 630. To the extent a response is required, Ford denies all allegations.

631. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 631. To the extent a response is required, Ford denies all allegations.

632. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 632. To the extent a response is required, Ford denies all allegations.

633. Ford states that this claim was dismissed by the Court on July 10, 2019. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 633. To the extent a response is required, Ford denies all allegations.

I. Claims Brought on Behalf of the New York Class

**VIOLATIONS OF NEW YORK
GENERAL BUSINESS LAW, DECEPTIVE ACTS AND PRACTICES
N.Y. GBL § 349**

634. Ford reasserts its answers to Paragraphs 1 through 267.

635. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative New York Class.

636. Ford denies each allegation contained in Paragraph 636.

637. Ford denies each allegation contained in Paragraph 637.

638. Ford denies each allegation contained in Paragraph 638.

639. Ford denies each allegation contained in Paragraph 639.

640. Ford denies each allegation contained in Paragraph 640.

641. Ford denies each allegation contained in Paragraph 641.

642. Ford denies each allegation contained in Paragraph 642.

COUNT 36
BREACH OF EXPRESS WARRANTY
N.Y. U.C.C. LAW §§2-313 AND 2-A-210

643. Ford reasserts its answers to Paragraphs 1 through 267.

644. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 644. To the extent a response is required, Ford denies all allegations.

645. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 645. To the extent a response is required, Ford denies all allegations.

646. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 646. To the extent a response is required, Ford denies all allegations.

647. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 647. To the extent a response is required, Ford denies all allegations.

648. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 648. To the extent a response is required, Ford denies all allegations.

649. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 649. To the extent a response is required, Ford denies all allegations.

650. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 650. To the extent a response is required, Ford denies all allegations.

651. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 651. To the extent a response is required, Ford denies all allegations.

652. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 652. To the extent a response is required, Ford denies all allegations.

653. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 653. To the extent a response is required, Ford denies all allegations.

654. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 654. To the extent a response is required, Ford denies all allegations.

COUNT 37
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
N.Y. U.C.C. LAW §§ 2-314 AND 2-A-212

655. Ford reasserts its answers to Paragraphs 1 through 267.

656. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 656. To the extent a response is required, Ford denies all allegations.

657. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 657. To the extent a response is required, Ford denies all allegations.

658. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 658. To the extent a response is required, Ford denies all allegations.

659. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 659. To the extent a response is required, Ford denies all allegations.

660. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 660. To the extent a response is required, Ford denies all allegations.

661. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 661. To the extent a response is required, Ford denies all allegations.

662. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 662. To the extent a response is required, Ford denies all allegations.

663. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 663. To the extent a response is required, Ford denies all allegations.

COUNT 38
FRAUDULENT OMISSION

664. Ford reasserts its answers to Paragraphs 1 through 267.

665. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative New York Class.

666. Ford denies each allegation contained in Paragraph 666.

667. Ford denies each allegation contained in Paragraph 667.

668. Ford denies each allegation contained in Paragraph 668.

669. Ford denies each allegation contained in Paragraph 669.

670. Ford denies each allegation contained in Paragraph 670.

671. Ford denies each allegation contained in Paragraph 671.

672. Ford denies each allegation contained in Paragraph 672.

673. Ford denies each allegation contained in Paragraph 673.

674. Ford denies each allegation contained in Paragraph 674.

COUNT 39
UNJUST ENRICHMENT

675. Ford reasserts its answers to Paragraphs 1 through 267.

676. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 676. To the extent a response is required, Ford denies all allegations.

677. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 677. To the extent a response is required, Ford denies all allegations.

678. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 678. To the extent a response is required, Ford denies all allegations.

679. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 679. To the extent a response is required, Ford denies all allegations.

680. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 680. To the extent a response is required, Ford denies all allegations.

681. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 681. To the extent a response is required, Ford denies all allegations.

682. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 682. To the extent a response is required, Ford denies all allegations.

J. Claims Brought on Behalf of the South Carolina Class

**COUNT 40
VIOLATIONS OF THE SOUTH CAROLINA REGULATION OF
MANUFACTURERS, DISTRIBUTORS, AND DEALERS ACT
S.C. CODE ANN. §§56-151-10, *ET SEQ.***

683. Ford reasserts its answers to Paragraphs 1 through 267.

684. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative South Carolina Class.

685. Ford admits the allegations contained in Paragraph 685.

686. Ford admits the allegations contained in Paragraph 686.

687. Ford denies each allegation contained in Paragraph 687.

688. Ford denies each allegation contained in Paragraph 688.

689. Ford denies each allegation contained in Paragraph 689.

690. Ford denies each allegation contained in Paragraph 690.

691. Ford denies each allegation contained in Paragraph 691.

692. Ford denies each allegation contained in Paragraph 692.

693. Ford denies each allegation contained in Paragraph 693.

694. Ford denies each allegation contained in Paragraph 694.

695. Ford denies each allegation contained in Paragraph 695.

696. Ford denies each allegation contained in Paragraph 696.

COUNT 41
BREACH OF EXPRESS WARRANTY
S.C. CODE ANN. §§36-2-313 AND 36-2A-210

697. Ford reasserts its answers to Paragraphs 1 through 267.

698. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 698. To the extent a response is required, Ford denies all allegations.

699. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 699. To the extent a response is required, Ford denies all allegations.

700. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 700. To the extent a response is required, Ford denies all allegations.

701. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 701. To the extent a response is required, Ford denies all allegations.

702. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 702. To the extent a response is required, Ford denies all allegations.

703. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 703. To the extent a response is required, Ford denies all allegations.

704. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 704. To the extent a response is required, Ford denies all allegations.

705. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 705. To the extent a response is required, Ford denies all allegations.

706. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 706. To the extent a response is required, Ford denies all allegations.

707. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 707. To the extent a response is required, Ford denies all allegations.

708. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 708. To the extent a response is required, Ford denies all allegations.

709. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 709. To the extent a response is required, Ford denies all allegations.

COUNT 42
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
S.C. CODE ANN. §§ 36-2-314 AND 36-2A-212

710. Ford reasserts its answers to Paragraphs 1 through 267.

711. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 711. To the extent a response is required, Ford denies all allegations.

712. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 712. To the extent a response is required, Ford denies all allegations.

713. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 713. To the extent a response is required, Ford denies all allegations.

714. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 714. To the extent a response is required, Ford denies all allegations.

715. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 715. To the extent a response is required, Ford denies all allegations.

716. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 716. To the extent a response is required, Ford denies all allegations.

717. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 717. To the extent a response is required, Ford denies all allegations.

718. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 718. To the extent a response is required, Ford denies all allegations.

**COUNT 43
FRAUDULENT OMISSION**

719. Ford reasserts its answers to Paragraphs 1 through 267.

720. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative South Carolina Class.

721. Ford denies each allegation contained in Paragraph 721.

722. Ford denies each allegation contained in Paragraph 722.

723. Ford denies each allegation contained in Paragraph 723.

724. Ford denies each allegation contained in Paragraph 724.

725. Ford denies each allegation contained in Paragraph 725.

726. Ford denies each allegation contained in Paragraph 726.

727. Ford denies each allegation contained in Paragraph 727.

728. Ford denies each allegation contained in Paragraph 728.

**COUNT 44
UNJUST ENRICHMENT**

729. Ford reasserts its answers to Paragraphs 1 through 267.

730. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 730. To the extent a response is required, Ford denies all allegations.

731. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 731. To the extent a response is required, Ford denies all allegations.

732. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 732. To the extent a response is required, Ford denies all allegations.

733. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 733. To the extent a response is required, Ford denies all allegations.

734. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 734. To the extent a response is required, Ford denies all allegations.

735. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 735. To the extent a response is required, Ford denies all allegations.

736. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 736. To the extent a response is required, Ford denies all allegations.

K. Claims Brought on Behalf of the West Virginia Class

**COUNT 45
VIOLATIONS OF THE WEST VIRGINIA
CONSUMER CREDIT AND PROTECTIONS ACT
W. VA. CODE §§46A-6-101, *ET SEQ.***

737. Ford reasserts its answers to Paragraphs 1 through 267.

738. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative West Virginia Class.

739. Ford admits the allegations contained in Paragraph 739.

740. Ford denies each allegation contained in Paragraph 740.

741. Ford denies each allegation contained in Paragraph 741.

742. Ford denies each allegation contained in Paragraph 742.

743. Ford denies each allegation contained in Paragraph 743.

744. Ford denies each allegation contained in Paragraph 744.

745. Ford denies each allegation contained in Paragraph 745.

746. Ford denies each allegation contained in Paragraph 746.

747. Ford denies each allegation contained in Paragraph 747.

**COUNT 46
BREACH OF EXPRESS WARRANTY
W. VA. CODE §§ 46-2-213 AND 46-2A-210**

748. Ford reasserts its answers to Paragraphs 1 through 267.

749. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 749. To the extent a response is required, Ford denies all allegations.

750. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 750. To the extent a response is required, Ford denies all allegations.

751. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 751. To the extent a response is required, Ford denies all allegations.

752. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 752. To the extent a response is required, Ford denies all allegations.

753. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 753. To the extent a response is required, Ford denies all allegations.

754. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 754. To the extent a response is required, Ford denies all allegations.

755. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 755. To the extent a response is required, Ford denies all allegations.

756. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 756. To the extent a response is required, Ford denies all allegations.

757. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 757. To the extent a response is required, Ford denies all allegations.

758. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 758. To the extent a response is required, Ford denies all allegations.

759. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 759. To the extent a response is required, Ford denies all allegations.

760. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 760. To the extent a response is required, Ford denies all allegations.

COUNT 47
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
W. VA. CODE §§ 46-2-314 AND 46-2A-212

761. Ford reasserts its answers to Paragraphs 1 through 267.

762. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 762. To the extent a response is required, Ford denies all allegations.

763. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 763. To the extent a response is required, Ford denies all allegations.

764. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 764. To the extent a response is required, Ford denies all allegations.

765. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 765. To the extent a response is required, Ford denies all allegations.

766. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 766. To the extent a response is required, Ford denies all allegations.

767. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 767. To the extent a response is required, Ford denies all allegations.

768. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 768. To the extent a response is required, Ford denies all allegations.

769. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 769. To the extent a response is required, Ford denies all allegations.

COUNT 48
FRAUDULENT OMISSION

770. Ford reasserts its answers to Paragraphs 1 through 267.

771. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative West Virginia Class.

772. Ford denies each allegation contained in Paragraph 772.

773. Ford denies each allegation contained in Paragraph 773.

774. Ford denies each allegation contained in Paragraph 774.

775. Ford denies each allegation contained in Paragraph 775.

776. Ford denies each allegation contained in Paragraph 776.

777. Ford denies each allegation contained in Paragraph 777.

778. Ford denies each allegation contained in Paragraph 778.

779. Ford denies each allegation contained in Paragraph 779.

COUNT 49
UNJUST ENRICHMENT

780. Ford reasserts its answers to Paragraphs 1 through 267.

781. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 781. To the extent a response is required, Ford denies all allegations.

782. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 782. To the extent a response is required, Ford denies all allegations.

783. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 783. To the extent a response is required, Ford denies all allegations.

784. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 784. To the extent a response is required, Ford denies all allegations.

785. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 785. To the extent a response is required, Ford denies all allegations.

786. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 786. To the extent a response is required, Ford denies all allegations.

787. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 787. To the extent a response is required, Ford denies all allegations.

L. Claims Brought on Behalf of the Michigan Class

**COUNT 50
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT
(MICH. COMP. LAWS § 445.903, ET. SEQ.)**

788. Ford reasserts its answers to Paragraphs 1 through 267.

789. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Michigan Class.

790. Ford admits the allegations contained in Paragraph 790.

791. Ford denies each allegation contained in Paragraph 791.

792. Ford denies each allegation contained in Paragraph 792.

793. Ford denies each allegation contained in Paragraph 793.

794. Ford denies each allegation contained in Paragraph 794.

795. Ford denies each allegation contained in Paragraph 795.

796. Ford denies each allegation contained in Paragraph 796.

797. Ford denies each allegation contained in Paragraph 797.

798. Ford denies each allegation contained in Paragraph 798.

799. Ford denies each allegation contained in Paragraph 799, including its subparts.

- 800. Ford denies each allegation contained in Paragraph 800.
- 801. Ford denies each allegation contained in Paragraph 801.
- 802. Ford denies each allegation contained in Paragraph 802.
- 803. Ford denies each allegation contained in Paragraph 803.
- 804. Ford denies each allegation contained in Paragraph 804.
- 805. Ford denies each allegation contained in Paragraph 805.
- 806. Ford denies each allegation contained in Paragraph 806.
- 807. Ford denies each allegation contained in Paragraph 807.
- 808. Ford denies each allegation contained in Paragraph 808.

COUNT 51
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(MICH. COMP. LAWS § 440.2314)

- 809. Ford reasserts its answers to Paragraphs 1 through 267.
- 810. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 810. To the extent a response is required, Ford denies all allegations.
- 811. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 811. To the extent a response is required, Ford denies all allegations.

812. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 812. To the extent a response is required, Ford denies all allegations.

813. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 813. To the extent a response is required, Ford denies all allegations.

814. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 814. To the extent a response is required, Ford denies all allegations.

815. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 815. To the extent a response is required, Ford denies all allegations.

816. Ford states that this claim was dismissed by the Court on February 11, 2020. Accordingly, Ford is not required to respond to the allegations set forth in Paragraph 816. To the extent a response is required, Ford denies all allegations.

COUNT 52
FRAUD BY CONCEALMENT

817. Ford reasserts its answers to Paragraphs 1 through 267.

818. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Michigan Class.

819. Ford denies each allegation contained in Paragraph 819.

820. Ford denies each allegation contained in Paragraph 820.

821. Ford denies each allegation contained in Paragraph 821.

822. Ford denies each allegation contained in Paragraph 822.

823. Ford denies each allegation contained in Paragraph 823.

824. Ford denies each allegation contained in Paragraph 824.

825. Ford denies each allegation contained in Paragraph 825.

826. Ford denies each allegation contained in Paragraph 826.

VIII. RELIEF REQUESTED

Ford admits, based on information and belief, that pages 193-94 of the FAC identify the relief sought by Plaintiffs. Ford denies that Plaintiffs or members of the putative classes are entitled to any such relief.

AFFIRMATIVE DEFENSES

Ford incorporates by reference into each of the affirmative defenses below, as if fully set forth therein, its responses to the allegations contained in Paragraphs 1 through 826, as set forth above. Ford, not being fully advised of all the circumstances surrounding the allegations set forth in Plaintiffs' FAC, states and reserves the affirmative defenses that the claims of Plaintiffs are or may be barred, in whole or in part, for the bases set out below. In asserting these affirmative defenses, Ford does not assume the burden of proof on any issue as to which the burden properly falls on Plaintiffs.

1. Plaintiffs' FAC fails to state a claim against Ford upon which relief can be granted.

2. The claims of Plaintiffs and members of the putative classes are, in whole or in part, preempted by the National Traffic and Motor Vehicle Safety Act, 49 U.S.C. §§ 30118, *et seq.*

3. The claims of Plaintiffs and members of the putative classes are barred by a lack of standing because they have no cognizable injury with respect to such claims.

4. The claims of Plaintiffs and members of the putative classes are barred, in whole or in part, by the equitable doctrines of waiver and/or acquiescence, in that, including without limitation, Plaintiffs unreasonably delayed in bringing their claims.

5. Certain claims of certain Plaintiffs and members of the putative classes, including, but not limited to, the fraudulent omission claims, claims under California's Consumer Legal Remedies Act, and claims under California's Unfair Competition Law brought by Plaintiffs Bonasera, Leandro, and Thuotte; the Connecticut Unfair Trade Practices Act claim and the fraudulent omission claim brought by Plaintiff Ginsberg; the Georgia Fair Business Practice Act claim and the fraudulent omission claim brought by Plaintiff Cobb; the South Carolina Regulation of Manufacturers, Distributors, and Dealers Act claim and the

fraudulent omission claim brought by Plaintiff Groce; and the West Virginia Consumer Credit and Protections Act claim and fraudulent omission claim brought by Plaintiff Willburn, are barred, in whole or in part, by the applicable statutes of limitations.

6. The claims of Plaintiffs and members of the putative classes who have previously resolved claims against Ford regarding their F-150 vehicles are barred by the doctrines of res judicata, collateral estoppel, and/or other similar doctrines.

7. The claims of Plaintiffs and members of the putative classes who previously signed or otherwise agreed to releases are barred, in whole or in part, by release as to those claims.

8. The claims of Plaintiffs and members of the putative classes are barred, in whole or in part, because they failed to mitigate their damages or took unreasonable, unnecessary, or unduly expensive actions in purported mitigation, and Ford is not responsible therefor.

9. The claims of Plaintiffs and members of the putative classes are barred to the extent that the business practices alleged were carried out for legitimate business reasons.

10. The claims of Plaintiffs and members of the putative classes are barred, in whole or in part, by the Due Process Clauses of the Constitution of the

United States and the constitutions of the various states under whose laws Plaintiffs bring their claims.

11. Certain claims of certain Plaintiffs and members of the putative classes, are barred, in whole or in part, because they failed to comply with the prelitigation notice and demand requirements of certain statutes under which they have asserted claims.

12. The claims of Plaintiffs and members of the putative classes are barred, in whole or in part, from recovery due to the intervening negligence or intentional actions or nonactions of another party.

13. The claims of Plaintiff and members of the putative classes are barred to the extent that the vehicles' component parts are designed, assembled, and distributed by persons for whom Ford has no legal responsibility.

14. The claims of Plaintiffs and members of the putative classes are barred, in whole or in part, if the alleged problems in their vehicles involved an intervening cause or were attributable, in whole or in part, to a cause other than the purported vehicle defects alleged by the FAC.

15. The claims of Plaintiffs and members of the putative classes are barred, in whole or in part, on the ground that they are subject to the defense of accord and satisfaction.

16. To the extent that Plaintiffs seek punitive damages, without qualification or limitation, this claim violates Ford's right to due process under the United States Constitution and constitutions of the various states under whose laws Plaintiffs bring their claims.

17. Imposition of punitive damages against Ford in this case would violate the Commerce Clause, Article I, Section 8 of the United States Constitution, because an award of punitive damages would constitute an undue and unreasonable burden on interstate commerce.

18. Plaintiffs have failed to state a claim for injunction insofar as they seek to enjoin alleged events that have already transpired without the requisite showing of threatened future harm or continuing violation.

19. Plaintiffs' or class members' claims may be subject to contractual provisions that require the claims asserted herein to be resolved through arbitration.

20. The FAC fails to describe the claims asserted against Ford with sufficient particularity to permit Ford to ascertain what other defenses may exist. Ford therefore reserves the right to assert all defenses which may pertain to the FAC once the precise nature of such claims has been ascertained.

WHEREFORE, Ford prays that the Court determine and adjudge:

- a. That this suit cannot be maintained as a class action;

- b. That Plaintiffs' First Amended Consolidated Class Action Complaint be dismissed on the merits;
- c. That Plaintiffs take nothing by the First Amended Consolidated Class Action Complaint;
- d. That Ford be awarded its costs, disbursements, and attorneys' fees and expenses incurred herein; and
- e. That Ford be awarded such other and further relief as the Court may deem proper.

Dated: March 5, 2020

By: /s/ Randall W. Edwards

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Company*

IX. JURY DEMAND

Ford demands trial by jury on all issues so triable.

Dated: March 5, 2020

By: /s/ Randall W. Edwards

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CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2020, I electronically filed the foregoing with the Clerk of the Court using the ECF system, which will notify all counsel of record authorized to receive such filings.

O'MELVENY & MYERS LLP

By: /s/ Randall W. Edwards
Randall W. Edwards

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