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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

MYFORD TOUCH CONSUMER
LITIGATION

Case No. 3:13-CV-3072-EMC

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

DEMAND FOR JURY TRIAL

Judge: Hon. Edward M. Chen

Defendant Ford Motor Company, in answer to Jennifer Whalen; The Center for Defensive Driving; Grif Rosser; Megan Raney-Aarons, Richard Decker Watson; Darcy Thomas-Maskrey; Angela Battle; Joe D'Aguanno; James Laurence Sheerin; Deb Makowski; Dr. George Oremland; Thomas Mitchell; William Creed; Joshua Matlin; Russ Rizzo; Jeffrey Miller; Nuala Purcell; Daniel Fink; Jason Zuchowski; Art Avedisian; Jose Randy Rodriguez; Michael Ervin; Jason Connell; and Henry Miller-Jones's (collectively, "Plaintiffs") First Amended Class Action Complaint ("FAC"), hereby admits, denies, and alleges as follows:

I. INTRODUCTION

1. Ford admits that it manufactures Ford and Lincoln vehicles, and that it manufactured Mercury vehicles until 2011. Ford further admits that the Lincoln Motor Company is a division of Ford Motor Company. Ford admits that each vehicle it manufactures comes with a New Vehicle Limited Warranty, which provides that under certain conditions Ford will take certain actions, as set forth in the terms of the applicable warranty. Ford denies each and every other allegation contained in Paragraph 1, including its footnote.

2. Ford admits that the MyFord Touch system has been called an "infotainment system." Ford denies each and every other allegation contained in Paragraph 2.

3. Ford admits that Paragraph 3 identifies certain features of the MyFord Touch systems in certain automobiles manufactured by Ford, although the availability of some of the features may depend on whether the vehicle owner is using an appropriate peripheral device. Ford denies each and every other allegation contained in Paragraph 3.

4. Ford admits that it introduced the MyFord Touch system in certain models in model year 2011. Ford further admits that Paragraph 4 accurately quotes from the *Wall Street Journal*. Ford denies each and every other allegation contained in Paragraph 4.

5. Ford admits that Paragraph 5 accurately quotes portions of a statement attributed to Ford CEO Alan Mulally. Ford denies each and every other allegation contained in Paragraph 5.

6. Ford admits that Paragraph 6 accurately quotes statements made by Derrick Kuzak. Ford denies each and every other allegation contained in Paragraph 6.

7. Ford denies each and every allegation contained in Paragraph 7.

8. Ford admits that complaints concerning MyFord Touch systems have been filed with NHTSA and posted on certain websites. Ford denies each and every other allegation contained in Paragraph 8.

9. Ford is without information sufficient to form a belief as to the truth of the allegation that Consumer Reports advised that it could not recommend that consumers buy any vehicle equipped with a MyFord Touch system, and on that basis denies those allegations. Ford denies each and every other allegation contained in Paragraph 9.

10. Ford denies each and every allegation contained in Paragraph 10.

11. Ford denies each and every allegation contained in Paragraph 11.

12. Ford admits that it has issued Technical Service Bulletins and updates to the MyFord Touch systems to improve their performance. Ford denies each and every allegation contained in Paragraph 12.

13. Ford denies each and every allegation contained in Paragraph 13.

14. Ford denies each and every allegation contained in Paragraph 14.

15. Ford denies each and every allegation contained in Paragraph 15.

16. Ford denies each and every allegation contained in Paragraph 16.

17. Ford denies each and every allegation contained in Paragraph 17.

18. Ford denies each and every allegation contained in Paragraph 18, excepts admits, based on information and belief, that Paragraph 18 describes Plaintiffs' intention to bring this action on behalf of a putative class and generally characterizes the categories of relief sought by Plaintiffs.

II. JURISDICTION

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

III. VENUE

20. Ford admits that it marketed and advertised Ford automobiles on a nationwide basis, including in this District, but denies that it marketed or advertised to all Plaintiffs or all putative class members in this District. Ford denies that it sold or leased vehicles to putative class

members or to Plaintiffs in this district. Ford denies each and every other allegation contained in Paragraph 20.

IV. PARTIES

A. Plaintiffs

1. California

a. Jennifer Whalen

21. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 concerning Plaintiff Whalen's residence or her purchase and ownership of a Ford vehicle, and on that basis denies those allegations.¹ Ford denies each and every other allegation contained in Paragraph 21.

22. Ford is without information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 22, and on that basis denies those allegations.

23. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23, and on that basis denies those allegations.

24. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24, and on that basis denies those allegations.

25. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25, and on that basis denies those allegations.

26. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26, and on that basis denies those allegations.

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, and on that basis denies those allegations.

¹ The allegations in the FAC itself lack sufficient particularity regarding Plaintiffs' vehicles, including the Vehicle Identification Numbers.

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

3 31. Ford is without information sufficient to form a belief as to the truth of the
4 allegations contained in Paragraph 31 concerning Plaintiff Whalen's use of the hands-free
5 function of her MyFord Touch system, and on that basis denies those allegations. Ford denies
6 each and every other allegation contained in Paragraph 31.

7 32. Ford denies each and every allegation contained in Paragraph 32.

8 33. Ford denies each and every allegation contained in Paragraph 33.

9 **b. The Center for Defensive Driving**

10 34. Ford is without information sufficient to form a belief as to the truth of the
11 allegations contained in Paragraph 34 concerning Plaintiff The Center for Defensive Driving's
12 corporate classification, the location of its headquarters, or its lease of a Ford vehicle, and on that
13 basis denies those allegations. Ford denies each and every other allegation contained in
14 Paragraph 34.

15 35. Ford denies each and every allegation contained in Paragraph 35.

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

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

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

22 39. Ford is without information sufficient to form a belief as to the truth of the
23 allegations contained in Paragraph 39, and on that basis denies those allegations.

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

26 41. Ford admits that Plaintiff The Center for Defensive Driving requested that Ford
27 reacquire its F-150 Lariat on April 10, 2013, and that Ford informed Plaintiff The Center for
28 Defensive Driving on May 2, 2013 that it would not be offering to repurchase the vehicle at that

1 time. Ford denies each and every other allegation contained in Paragraph 41.

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

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

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

8 45. Ford denies each and every allegation contained in Paragraph 45.

9 46. Ford denies each and every allegation contained in Paragraph 46.

10 **c. Grif Rosser**

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

13 48. Ford denies each and every allegation contained in Paragraph 48.

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

16 50. Ford denies each and every allegation contained in Paragraph 50.

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

19 52. Ford is without information sufficient to form a belief as to the truth of the
20 allegations contained in Paragraph 52, and on that basis denies those allegations.

21 53. Ford denies each and every allegation contained in Paragraph 53.

22 **d. Megan Raney-Aarons**

23 54. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her
24 claims, and as such no response to Paragraph 54 is required. *See* Notice of Voluntary Dismissal
25 of Plaintiff Megan Raney-Aarons, ECF No. 100.

26 55. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her
27 claims, and as such no response to Paragraph 55 is required. *See id.*

28 56. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her

1 claims, and as such no response to Paragraph 56 is required. *See id.*

2 57. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her
3 claims, and as such no response to Paragraph 57 is required. *See id.*

4 58. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her
5 claims, and as such no response to Paragraph 58 is required. *See id.*

6 59. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her
7 claims, and as such no response to Paragraph 59 is required. *See id.*

8 60. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her
9 claims, and as such no response to Paragraph 60 is required. *See id.*

10 61. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her
11 claims, and as such no response to Paragraph 61 is required. *See id.*

12 62. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her
13 claims, and as such no response to Paragraph 62 is required. *See id.*

14 63. Ford avers that Plaintiff Megan Raney-Aarons has voluntarily dismissed her
15 claims, and as such no response to Paragraph 63 is required. *See id.*

16 **e. Richard Decker Watson**

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

19 65. Ford denies each and every allegation contained in Paragraph 65.

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

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

24 68. Ford denies each and every allegation contained in Paragraph 68.

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

27 70. Ford is without information sufficient to form a belief as to the truth of the
28 allegations contained in Paragraph 70, and on that basis denies those allegations.

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

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

5 73. Ford denies each and every allegation contained in Paragraph 73.

6 **f. Darcy Thomas-Maskrey**

7 74. Ford is without information sufficient to form a belief as to the truth of the
8 allegations contained in Paragraph 74 concerning Plaintiff Thomas-Maskrey's residence or her
9 purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies
10 each and every other allegation contained in Paragraph 74.

11 75. Ford denies each and every allegation contained in Paragraph 75.

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

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

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

18 79. Ford denies each and every allegation contained in Paragraph 79.

19 80. Ford denies each and every allegation contained in Paragraph 80.

20 **2. Alabama**

21 **a. Angela Battle**

22 81. Ford is without information sufficient to form a belief as to the truth of the
23 allegations contained in Paragraph 81 concerning Plaintiff Battle's residence or her purchase and
24 ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each and
25 every other allegation contained in Paragraph 81.

26 82. Ford denies each and every allegation contained in Paragraph 82.

27 83. Ford is without information sufficient to form a belief as to the truth of the
28 allegations contained in Paragraph 83, and on that basis denies those allegations.

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

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

5 86. Ford denies each and every allegation contained in Paragraph 86.

6 87. Ford denies each and every allegation contained in Paragraph 87.

7 **3. Arizona**

8 **a. Joe D'Aguanno**

9 88. Ford is without information sufficient to form a belief as to the truth of the
10 allegations contained in Paragraph 88 concerning Plaintiff D'Aguanno's residence or his purchase
11 and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each and
12 every other allegation contained in Paragraph 88.

13 89. Ford denies each and every allegation contained in Paragraph 89.

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

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

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

20 93. Ford denies each and every allegation contained in Paragraph 93.

21 94. Ford denies each and every allegation contained in Paragraph 94.

22 **4. Colorado**

23 **a. James Laurence Sheerin**

24 95. Ford is without information sufficient to form a belief as to the truth of the
25 allegations contained in Paragraph 95 concerning Plaintiff Sheerin's residence or his purchase
26 and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each and
27 every other allegation contained in Paragraph 95.

28 96. Ford denies each and every allegation contained in Paragraph 96.

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

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

5 99. Ford denies each and every allegation contained in Paragraph 99.

6 100. Ford denies each and every allegation contained in Paragraph 100.

7 **5. Connecticut**

8 **a. Deb Makowski**

9 101. Ford is without information sufficient to form a belief as to the truth of the
10 allegations contained in Paragraph 101 concerning Plaintiff Makowski's residence or her
11 purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies
12 each and every other allegation contained in Paragraph 101.

13 102. Ford denies each and every allegation contained in Paragraph 102.

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

16 104. Ford is without information sufficient to form a belief as to the truth of the
17 allegations contained in Paragraph 104, and on that basis denies those allegations.

18 105. Ford admits that it repurchased Plaintiff Makowski's 2011 Ford Escape after
19 arbitration through the Better Business Bureau. Ford denies each and every other allegation
20 contained in Paragraph 105.

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

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

25 108. Ford denies each and every allegation contained in Paragraph 108.

26 109. Ford denies each and every allegation contained in Paragraph 109.

6. Florida

a. Dr. George Oremland

110. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 110 concerning Plaintiff Oremland's residence or his purchase and ownership of a Lincoln vehicle, and on that basis denies those allegations. Ford denies each and every other allegation contained in Paragraph 110.

111. Ford denies each and every allegation contained in Paragraph 111.

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 denies each and every allegation contained in Paragraph 114.

115. Ford denies each and every allegation contained in Paragraph 115.

7. Iowa

a. Thomas Mitchell

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 denies each and every allegation contained in Paragraph 117.

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 denies each and every 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 denies each and every allegation contained in Paragraph 122.

123. Ford denies each and every allegation contained in Paragraph 123.

1 **8. Massachusetts**

2 **a. William Creed**

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

5 125. Ford denies each and every allegation contained in Paragraph 125.

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

8 127. Ford denies each and every allegation contained in Paragraph 127.

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

11 129. Ford is without information sufficient to form a belief as to the truth of the
12 allegations contained in Paragraph 129, and on that basis denies those allegations.

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

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

17 132. Ford is without information sufficient to form a belief as to the truth of the
18 allegations contained in Paragraph 132, and on that basis denies those allegations.

19 133. Ford is without information sufficient to form a belief as to the truth of the
20 allegations contained in Paragraph 133, and on that basis denies those allegations.

21 134. Ford is without information sufficient to form a belief as to the truth of the
22 allegations contained in Paragraph 134, and on that basis denies those allegations.

23 135. Ford is without information sufficient to form a belief as to the truth of the
24 allegations contained in Paragraph 135, and on that basis denies those allegations.

25 136. Ford is without information sufficient to form a belief as to the truth of the
26 allegations contained in Paragraph 136, and on that basis denies those allegations.

27 137. Ford denies each and every allegation contained in Paragraph 137.

28 138. Ford is without information sufficient to form a belief as to the truth of the

1 allegations contained in Paragraph 138, and on that basis denies those allegations.

2 139. Ford is without information sufficient to form a belief as to the truth of the
3 allegations contained in Paragraph 139, and on that basis denies those allegations.

4 140. Ford is without information sufficient to form a belief as to the truth of the
5 allegations contained in Paragraph 140, and on that basis denies those allegations.

6 141. Ford is without information sufficient to form a belief as to the truth of the
7 allegations contained in Paragraph 141, and on that basis denies those allegations.

8 142. Ford denies each and every allegation contained in Paragraph 142.

9 143. Ford denies each and every allegation contained in Paragraph 143.

10 144. Ford denies each and every allegation contained in Paragraph 144.

11 **9. New Jersey**

12 **a. Joshua Matlin**

13 145. Ford is without information sufficient to form a belief as to the truth of the
14 allegations contained in Paragraph 145 concerning Plaintiff Matlin's residence or his lease of a
15 Ford vehicle, and on that basis denies those allegations. Ford denies each and every other
16 allegation contained in Paragraph 145.

17 146. Ford denies each and every allegation contained in Paragraph 146.

18 147. Ford is without information sufficient to form a belief as to the truth of the
19 allegations contained in Paragraph 147, and on that basis denies those allegations.

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

22 149. Ford is without information sufficient to form a belief as to the truth of the
23 allegations contained in Paragraph 149, and on that basis denies those allegations.

24 150. Ford denies each and every allegation contained in Paragraph 150.

25 151. Ford denies each and every allegation contained in Paragraph 151.

26 **b. Russ Rizzo**

27 152. Ford is without information sufficient to form a belief as to the truth of the
28 allegations contained in Paragraph 152 concerning Plaintiff Rizzo's residence or his lease of a

1 Ford vehicle, and on that basis denies those allegations. Ford denies each and every other
2 allegation contained in Paragraph 152.

3 153. Ford denies each and every allegation contained in Paragraph 153.

4 154. Ford is without information sufficient to form a belief as to the truth of the
5 allegations contained in Paragraph 154, and on that basis denies those allegations.

6 155. Ford is without information sufficient to form a belief as to the truth of the
7 allegations contained in Paragraph 155, and on that basis denies those allegations.

8 156. Ford denies each and every allegation contained in Paragraph 156.

9 157. Ford is without information sufficient to form a belief as to the truth of the
10 allegations contained in Paragraph 157, and on that basis denies those allegations.

11 158. Ford is without information sufficient to form a belief as to the truth of the
12 allegations contained in Paragraph 158, and on that basis denies those allegations.

13 159. Ford denies each and every allegation contained in Paragraph 159.

14 160. Ford denies each and every allegation contained in Paragraph 160.

15 **10. New York**

16 **a. Jeffrey Miller**

17 161. Ford is without information sufficient to form a belief as to the truth of the
18 allegations contained in Paragraph 161 concerning Plaintiff Miller's residence or his lease of a
19 Ford vehicle, and on that basis denies those allegations. Ford denies each and every other
20 allegation contained in Paragraph 161.

21 162. Ford denies each and every allegation contained in Paragraph 162.

22 163. Ford is without information sufficient to form a belief as to the truth of the
23 allegations contained in Paragraph 163, and on that basis denies those allegations.

24 164. Ford is without information sufficient to form a belief as to the truth of the
25 allegations contained in Paragraph 164, and on that basis denies those allegations.

26 165. Ford is without information sufficient to form a belief as to the truth of the
27 allegations contained in Paragraph 165, and on that basis denies those allegations.

28 166. Ford denies each and every allegation contained in Paragraph 166.

167. Ford denies each and every allegation contained in Paragraph 167.

b. Nuala Purcell

168. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 168 concerning Plaintiff Purcell's residence or her lease of a Ford vehicle, and on that basis denies those allegations. Ford denies each and every other allegation contained in Paragraph 168.

169. Ford denies each and every allegation contained in Paragraph 169.

170. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 170, and on that basis denies those allegations.

171. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 171, and on that basis denies those allegations.

172. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 172, and on that basis denies those allegations.

173. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 173, and on that basis denies those allegations.

174. Ford denies each and every allegation contained in Paragraph 174.

175. Ford denies each and every allegation contained in Paragraph 175.

11. North Carolina

a. Daniel Fink

176. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 176 concerning Plaintiff Fink's residence or his purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each and every other allegation contained in Paragraph 176.

177. Ford denies each and every 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 is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 179, and on that basis denies those allegations.

1 180. Ford is without information sufficient to form a belief as to the truth of the
2 allegations contained in Paragraph 180, and on that basis denies those allegations.

3 181. Ford is without information sufficient to form a belief as to the truth of the
4 allegations contained in Paragraph 181, and on that basis denies those allegations.

5 182. Ford denies each and every allegation contained in Paragraph 182.

6 183. Ford denies each and every allegation contained in Paragraph 183.

7 **12. Ohio**

8 **a. Jason Zuchowski**

9 184. Ford is without information sufficient to form a belief as to the truth of the
10 allegations contained in Paragraph 184 concerning Plaintiff Zuchowski's residence or his lease of
11 a Ford vehicle, and on that basis denies those allegations. Ford denies each and every other
12 allegation contained in Paragraph 184.

13 185. Ford denies each and every allegation contained in Paragraph 185.

14 186. Ford is without information sufficient to form a belief as to the truth of the
15 allegations contained in Paragraph 186, and on that basis denies those allegations.

16 187. Ford is without information sufficient to form a belief as to the truth of the
17 allegations contained in Paragraph 187, and on that basis denies those allegations.

18 188. Ford is without information sufficient to form a belief as to the truth of the
19 allegations contained in Paragraph 188, and on that basis denies those allegations.

20 189. Ford denies each and every allegation contained in Paragraph 189.

21 190. Ford denies each and every allegation contained in Paragraph 190.

22 **13. Pennsylvania**

23 **a. Art Avedisian**

24 191. Ford is without information sufficient to form a belief as to the truth of the
25 allegations contained in Paragraph 191 concerning Plaintiff Avedisian's residence or his purchase
26 and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each and
27 every other allegation contained in Paragraph 191.

28 192. Ford denies each and every allegation contained in Paragraph 192.

1 193. Ford is without information sufficient to form a belief as to the truth of the
2 allegations contained in Paragraph 193, and on that basis denies those allegations.

3 194. Ford is without information sufficient to form a belief as to the truth of the
4 allegations contained in Paragraph 194, and on that basis denies those allegations.

5 195. Ford is without information sufficient to form a belief as to the truth of the
6 allegations contained in Paragraph 195, and on that basis denies those allegations.

7 196. Ford is without information sufficient to form a belief as to the truth of the
8 allegations contained in Paragraph 196, and on that basis denies those allegations.

9 197. Ford denies each and every allegation contained in Paragraph 197.

10 198. Ford denies each and every allegation contained in Paragraph 198.

11 **14. Texas**

12 **a. Jose Randy Rodriguez**

13 199. Ford is without information sufficient to form a belief as to the truth of the
14 allegations contained in Paragraph 199 concerning Plaintiff Rodriguez's residence, his purchase
15 and ownership of a Ford vehicle, the date on which he learned about the MyFord Touch system,
16 or the basis of his decision to purchase a Ford vehicle, and on that basis denies those allegations.
17 Ford denies each and every other allegation contained in Paragraph 199.

18 200. Ford denies each and every allegation contained in Paragraph 200.

19 201. Ford is without information sufficient to form a belief as to the truth of the
20 allegations concerning Plaintiff Rodriguez's purchase of a Ford vehicle, the types of issues he
21 allegedly experienced with his MyFord Touch system, or when and where he brought his vehicle
22 for service. Ford denies each and every other allegation contained in Paragraph 201.

23 202. Ford is without information sufficient to form a belief as to the truth of the
24 allegations contained in Paragraph 202, and on that basis denies those allegations.

25 203. Ford is without information sufficient to form a belief as to the truth of the
26 allegations contained in Paragraph 203, and on that basis denies those allegations.

27 204. Ford denies each and every allegation contained in Paragraph 204.

28 205. Ford denies each and every allegation contained in Paragraph 205.

1 **b. Michael Ervin**

2 206. Ford is without information sufficient to form a belief as to the truth of the
3 allegations contained in Paragraph 206 concerning Plaintiff Ervin's residence or his purchase and
4 ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies each and
5 every other allegation contained in Paragraph 206.

6 207. Ford denies each and every allegation contained in Paragraph 207.

7 208. Ford is without information sufficient to form a belief as to the truth of the
8 allegations contained in Paragraph 208, and on that basis denies those allegations.

9 209. Ford is without information sufficient to form a belief as to the truth of the
10 allegations contained in Paragraph 209, and on that basis denies those allegations.

11 210. Ford is without information sufficient to form a belief as to the truth of the
12 allegations contained in Paragraph 210, and on that basis denies those allegations.

13 211. Ford is without information sufficient to form a belief as to the truth of the
14 allegations contained in Paragraph 211, and on that basis denies those allegations.

15 212. Ford denies each and every allegation contained in Paragraph 212.

16 213. Ford denies each and every allegation contained in Paragraph 213.

17 **15. Virginia**

18 **a. Jason Connell**

19 214. Ford is without information sufficient to form a belief as to the truth of the
20 allegations contained in Paragraph 214 concerning Plaintiff Connell's residence or his purchase
21 and ownership of a Lincoln vehicle, and on that basis denies those allegations. Ford denies each
22 and every other allegation contained in Paragraph 214.

23 215. Ford denies each and every allegation contained in Paragraph 215.

24 216. Ford is without information sufficient to form a belief as to the truth of the
25 allegations contained in Paragraph 216, and on that basis denies those allegations.

26 217. Ford is without information sufficient to form a belief as to the truth of the
27 allegations contained in Paragraph 217, and on that basis denies those allegations.

28 218. Ford is without information sufficient to form a belief as to the truth of the

1 allegations contained in Paragraph 218, and on that basis denies those allegations.

2 219. Ford denies each and every allegation contained in Paragraph 219.

3 220. Ford denies each and every allegation contained in Paragraph 220.

4 **b. Henry Miller-Jones**

5 221. Ford is without information sufficient to form a belief as to the truth of the
6 allegations contained in Paragraph 221 concerning Plaintiff Miller-Jones's residence or his
7 purchase and ownership of a Ford vehicle, and on that basis denies those allegations. Ford denies
8 each and every other allegation contained in Paragraph 221.

9 222. Ford denies each and every allegation contained in Paragraph 222.

10 223. Ford is without information sufficient to form a belief as to the truth of the
11 allegations contained in Paragraph 223, and on that basis denies those allegations.

12 224. Ford is without information sufficient to form a belief as to the truth of the
13 allegations contained in Paragraph 224, and on that basis denies those allegations.

14 225. Ford is without information sufficient to form a belief as to the truth of the
15 allegations contained in Paragraph 225, and on that basis denies those allegations.

16 226. Ford is without information sufficient to form a belief as to the truth of the
17 allegations contained in Paragraph 226, and on that basis denies those allegations.

18 227. Ford denies each and every allegation contained in Paragraph 227.

19 228. Ford denies each and every allegation contained in Paragraph 228.

20 **B. Defendant**

21 229. Ford admits that Ford Motor Company is a corporation organized under the laws
22 of the State of Delaware with its principal place of business in Dearborn, Michigan. Ford admits
23 that it manufactured Ford and Lincoln vehicles equipped with MyFord Touch systems and
24 provided limited warranties with those vehicles. Ford admits that it developed and disseminated
25 owner's manuals, warranty books, advertisements, and promotional materials related to the Class
26 Vehicles. Ford denies each and every other allegation contained in Paragraph 229.

27 **V. TOLLING OF THE STATUTE OF LIMITATIONS**

28 230. Ford denies each and every allegation contained in Paragraph 230.

231. Ford denies each and every allegation contained in Paragraph 231.

VI. FACTUAL ALLEGATIONS

A. Ford Introduces and Begins Selling MyFord Touch

232. Ford admits that Paragraph 232 identifies certain features of the MyFord Touch systems in certain automobiles manufactured by Ford, although the availability of some of the features may depend on whether the vehicle owner is using an appropriate peripheral device. Ford denies each and every other allegation contained in Paragraph 232.

233. Ford admits that Ford SYNC did not include a touchscreen when initially introduced. Ford denies each and every other allegation contained in Paragraph 233.

234. Ford admits that Paragraph 234 accurately quotes statements that Paul Mascarenas was quoted as making. Ford further admits that Paragraph 234 accurately quotes language from *Popular Mechanics* (Oct. 1, 2007). Ford denies each and every other allegation contained in Paragraph 234.

235. Ford denies each and every allegation contained in Paragraph 235.

236. Ford admits that Paragraph 236 accurately quotes portions of a statement attributed to Ford CEO Alan Mulally. Ford denies each and every other allegation contained in Paragraph 236.

237. Ford admits that Paragraph 237 accurately quotes portions of statements made by Derrick Kuzak, Ford Vice President for Global Product Development. Ford denies each and every other allegation contained in Paragraph 237.

238. Ford denies each and every allegation contained in Paragraph 238.

239. Ford admits that it issued a press release titled “SYNC and MyFord Touch Sold on 79 Percent of New Ford Vehicles, New Technology Drives Quality Satisfaction” on June 17, 2013. Ford further admits that the press release stated in part: “Combined, SYNC and MyFord Touch are sold on 79 percent of new 2013 Ford vehicles.” Ford denies each and every other allegation contained in Paragraph 239.

240. Ford denies each and every allegation contained in Paragraph 240.

241. Ford denies each and every allegation contained in Paragraph 241.

B. The MyFord Touch System

1. MyFord Touch Hardware

242. Ford admits that Paragraph 242 purports to contain a photograph of the steering wheel and center stack of a vehicle equipped with a MyFord Touch system. Ford denies each and every other allegation contained in Paragraph 242.

243. Ford admits that Paragraph 243 purports to contain a photograph of a center stack of a vehicle equipped with a MyFord Touch system. Ford denies each and every other allegation contained in Paragraph 243.

244. Ford admits that Paragraph 244 lists certain features of the MyFord Touch system. Ford denies each and every other allegation contained in Paragraph 244.

245. Ford admits that Paragraph 245 purports to contain a photograph of the instrument cluster and opposing 4.2-inch LCD screens of a vehicle equipped with a MyFord Touch system. Ford denies each and every other allegation contained in Paragraph 245.

246. Ford admits that Paragraph 246 lists certain features of the MyFord Touch system. Ford denies each and every other allegation contained in Paragraph 246.

2. The Operating System Utilized by MyFord Touch

247. Ford denies each and every allegation contained in Paragraph 247.

248. Ford admits that the APIM interfaces with vehicle audio sources as well as high-speed and medium-speed vehicle Controller Area Network buses. Ford denies each and every other allegation contained in Paragraph 248.

249. Ford denies each and every allegation contained in Paragraph 249.

250. Ford admits that each vehicle equipped with a MyFord Touch system came with a MyFord Touch Handbook. Ford further admits that Paragraph 250 accurately quotes portions of a version of the Handbook, except that: (1) The comma between "features" and "you" in each of the three times it is reprinted in this Paragraph is not accurate; and (2) The section "Climate - Basic Controls" should be called "Climate - Commonalities and Uniqueness." Ford denies each and every other allegation contained in Paragraph 250.

C. Ford Promotes MyFord Touch Safety Features

251. Ford admits that Paragraph 251 accurately quotes language that appears on a Ford website. Ford further admits that Paragraph 251 accurately quotes portions of a video that appears on a Ford website. Ford denies each and every other allegation contained in Paragraph 251.

252. Ford admits that Paragraph 252 accurately quotes a portion of Ford's website. Ford denies each and every other allegation contained in Paragraph 252.

253. Ford admits that the Paragraph 253 accurately quotes language from <http://m.ford.com/technology/sync/sync-hands-free-calling#appsHome>. Ford is without information sufficient to form a belief as to the truth of the allegation concerning the number of states that have enacted a law prohibiting the use of hand-held cellular telephones while driving, and on that basis denies the allegation. Ford denies each and every other allegation contained in Paragraph 253.

254. Ford denies each and every allegation contained in Paragraph 254.

255. Ford denies each and every allegation contained in Paragraph 255.

256. Ford admits that on vehicles equipped with a backup camera, the MyFord Touch system can operate that camera. Ford denies each and every other allegation contained in Paragraph 256.

257. Ford denies each and every allegation contained in Paragraph 257.

D. Ford Promotes MyFord Touch Communications and Entertainment Features

258. Ford denies each and every allegation contained in Paragraph 258.

259. Ford admits that Paragraph 259 contains an accurate picture of document promoting the 2012 Ford Edge and 2012 Ford Explorer, and that Paragraph 259 accurately quotes a portion of that document. Ford denies each and every other allegation contained in Paragraph 259.

260. Ford denies each and every allegation contained in Paragraph 260.

261. Ford denies each and every allegation contained in Paragraph 261.

E. Serious Defects Have Plagued MyFord Touch Since its Introduction

262. Ford denies each and every allegation contained in Paragraph 262.

263. Ford denies each and every allegation contained in Paragraph 263.

264. Ford denies each and every allegation contained in Paragraph 264.

265. Ford denies each and every allegation contained in Paragraph 265.

266. Ford denies each and every allegation contained in Paragraph 266.

267. Ford denies each and every allegation contained in Paragraph 267.

268. Ford denies each and every allegation contained in Paragraph 268, including its subparts.

269. Ford denies each and every allegation contained in Paragraph 269, including its subparts.

270. Ford denies each and every allegation contained in Paragraph 270.

271. Ford denies each and every allegation contained in Paragraph 271, including its subparts.

272. Ford denies each and every allegation contained in Paragraph 272.

273. Ford denies each and every allegation contained in Paragraph 273.

F. Ford Issues Multiple Secret TSBs, "Updates," and Warranty Extensions

274. Ford admits that it has issued Technical Service Bulletins and updates to the MyFord Touch systems to improve their performance. Ford denies each and every allegation contained in Paragraph 274.

275. Ford denies each and every allegation contained in Paragraph 275.

276. Ford admits that it issued TSB 11-7-24 on July 22, 2011, and that this TSB superseded TSB 11-4-18. Ford denies each and every other allegation contained in Paragraph 276.

277. Ford admits that it issued TSB 12-3-11 on March 13, 2012. Ford denies each and every other allegation contained in Paragraph 277.

278. Ford admits that Paragraph 278 accurately quotes a portion of a statement made by Ford. Ford denies each and every other allegation contained in Paragraph 278.

279. Ford admits that it issued TSB 12-9-1 on September 1, 2012. Ford denies each and every other allegation contained in Paragraph 279.

280. Ford admits that it issued TSB 12-11-1 on November 5, 2012, and that this TSB superseded TSB 12-9-1. Ford denies each and every other allegation contained in Paragraph 280.

281. Ford admits that Michael A. Berardi, Director of Service Engineering Operations, sent a letter to Ford and Lincoln dealers on November 8, 2012. Ford admits Paragraph 281 accurately quotes portions of that letter. Ford denies each and every other allegation contained in Paragraph 281.

282. Ford denies each and every allegation contained in Paragraph 282.

283. Ford denies each and every allegation contained in Paragraph 283.

284. Ford denies each and every allegation contained in Paragraph 284.

285. Ford admits that it issued TSB 13-8-2 on August 5, 2013. Ford admits that Paragraph 285 accurately quotes a portion of TSB 13-8-2. Ford denies each and every other allegation contained in Paragraph 285.

286. Ford admits that it issued TSB 13-10-6 on October 3, 2013, and that this TSB superseded TSB 13-8-2. Ford admits that Paragraph 286 accurately quotes a portion of TSB 13-10-6. Ford denies each and every other allegation contained in Paragraph 286.

287. Ford denies each and every allegation contained in Paragraph 287.

G. Consumer Complaints Document MyFord Touch Defects in Vehicles in the Class

1. Consumers Complain On-Line

288. Ford denies each and every allegation contained in Paragraph 288.

289. Ford denies each and every allegation contained in Paragraph 289.

290. Ford admits that Paragraph 290 accurately quotes portions of statements from a website titled “www.fordsyncproblems.com.” Ford is without information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 290, and on that basis denies those allegations.

2. Consumer Complaints to NHTSA Evidence of a Widespread Problem

291. Ford admits that Paragraph 291 accurately quotes language from selected

complaints posted on the NHTSA website, except that: 1. In number 10505787, the text should state “INTENDING,” not “INTENDED,” and “UTILIZING,” not “ULTIZING” [sic]. 2. In number 10404872, the text should state “WHEN OF [sic] IF,” not “WHEN OR IF.” 3. In number 10370847, the text should say “UNLOCK SCREEN,” not “UNLOCK SCREENS.” Ford is without information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 291, and on that basis denies those allegations.

H. The MyFord Touch Problems Have Diminished the Value of Class Members’ Vehicles

292. Ford admits that Ford ranked 5th and Lincoln ranked 8th in J.D. Power & Associates’ 2010 “Initial Quality Study.” Ford further admits that Ford ranked 23rd and Lincoln ranked 17th in J.D. Power & Associates’ 2011 “Initial Quality Study.” Ford denies each and every other allegation contained in Paragraph 292.

293. Ford denies each and every allegation contained in Paragraph 293.

294. Ford admits that Paragraph 294 contains an accurate quotation from a review of the 2011 Ford Edge posted on www.cars.com.

295. Ford denies each and every allegation contained in Paragraph 295.

296. Ford denies each and every allegation contained in Paragraph 296.

I. Despite Express Warranties, Ford Has Not Fixed the Problems with MyFord Touch

297. Ford admits that it provides a “New Vehicle Limited Warranty” for each of its vehicles with terms that vary between models and model years. Ford denies each and every other allegation contained in Paragraph 297.

298. Ford is without adequate information to form a belief as to the truth of the allegations contained in Paragraph 298, and on that basis denies those allegations.

299. Ford denies each and every allegation contained in Paragraph 299.

300. Ford denies each and every allegation contained in Paragraph 300.

301. Ford denies each and every allegation contained in Paragraph 301.

VII. CLASS ALLEGATIONS

302. Ford denies each and every allegation contained in Paragraph 302, except admits,

1 based on information and belief, that Paragraph 302 sets forth putative classes that Plaintiffs may
2 seek to certify in this litigation.

3 303. Ford denies each and every allegation contained in Paragraph 303, except admits,
4 based on information and belief, that Paragraph 303 sets forth qualifications to the putative
5 classes that Plaintiffs may seek to certify in this litigation.

6 304. Ford denies each and every allegation contained in Paragraph 304.

7 305. Ford denies each and every allegation contained in Paragraph 305.

8 306. Ford admits that the putative classes described in the First Amended Class Action
9 Complaint are so numerous as to render joinder of the putative members impracticable.

10 307. Ford denies each and every allegation contained in Paragraph 307, including its
11 subparts.

12 308. Ford denies each and every allegation contained in Paragraph 308.

13 309. Ford denies that the Plaintiffs will fairly and adequately protect the interests of the
14 putative classes and that the Plaintiffs' interests coincide with, and are not antagonistic to, other
15 putative Class Members' interests. Ford is without information sufficient to form a belief as to
16 the truth of the other allegations contained in Paragraph 309 and, on that basis, denies those
17 allegations.

18 310. Ford denies each and every allegation contained in Paragraph 310.

19 311. Ford denies each and every allegation contained in Paragraph 311.

20 **VIII. VIOLATIONS ALLEGED**

21 **A. Claims Brought on Behalf of the Nationwide Class**

22 **COUNT I** 23 **VIOLATION OF MAGNUSON-MOSS WARRANTY ACT** 24 **(15 U.S.C. § 2301, *ET SEQ.*)**

25 312. Ford avers that the allegations contained in Paragraph 312 were dismissed by
26 Judge Chen's May 30, 2014 Order, and as such require no response.

27 313. Ford avers that the allegations contained in Paragraph 313 were dismissed by
28 Judge Chen's May 30, 2014 Order, and as such require no response.

314. Ford avers that the allegations contained in Paragraph 314 were dismissed by

1 Judge Chen's May 30, 2014 Order, and as such require no response.

2 315. Ford avers that the allegations contained in Paragraph 315 were dismissed by
3 Judge Chen's May 30, 2014 Order, and as such require no response.

4 316. Ford avers that the allegations contained in Paragraph 316 were dismissed by
5 Judge Chen's May 30, 2014 Order, and as such require no response.

6 317. Ford avers that the allegations contained in Paragraph 317 were dismissed by
7 Judge Chen's May 30, 2014 Order, and as such require no response.

8 318. Ford avers that the allegations contained in Paragraph 318 were dismissed by
9 Judge Chen's May 30, 2014 Order, and as such require no response.

10 319. Ford avers that the allegations contained in Paragraph 319 were dismissed by
11 Judge Chen's May 30, 2014 Order, and as such require no response.

12 320. Ford avers that the allegations contained in Paragraph 320 were dismissed by
13 Judge Chen's May 30, 2014 Order, and as such require no response.

14 321. Ford avers that the allegations contained in Paragraph 321 were dismissed by
15 Judge Chen's May 30, 2014 Order, and as such require no response.

16 322. Ford avers that the allegations contained in Paragraph 322 were dismissed by
17 Judge Chen's May 30, 2014 Order, and as such require no response.

18 323. Ford avers that the allegations contained in Paragraph 323 were dismissed by
19 Judge Chen's May 30, 2014 Order, and as such require no response.

20 324. Ford avers that the allegations contained in Paragraph 324 were dismissed by
21 Judge Chen's May 30, 2014 Order, and as such require no response.

22 **B. Claims Brought on Behalf of the California Class**

23 **COUNT I**
24 **VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW**
25 **(CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.*)**

26 325. Ford reasserts its answers to Paragraphs 1 through 324.

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

28 327. Ford admits the allegations contained in Paragraph 327.

1 345. Ford denies each and every allegation contained in Paragraph 345.

2 346. Ford denies each and every allegation contained in Paragraph 346.

3 **COUNT III**
4 **VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW**
5 **(CAL. CIV. CODE §§ 17500, ET SEQ.)**

6 347. Ford reasserts its answers to Paragraphs 1 through 346.

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

9 349. Ford admits the allegations contained in Paragraph 349.

10 350. Ford denies each and every allegation contained in Paragraph 350.

11 351. Ford denies each and every allegation contained in Paragraph 351.

12 352. Ford denies each and every allegation contained in Paragraph 352.

13 353. Ford denies each and every allegation contained in Paragraph 353.

14 354. Ford denies each and every allegation contained in Paragraph 354, except Ford
15 admits, based on information and belief, that Paragraph 354 describes the relief requested by
16 Plaintiffs. Ford denies that they are entitled to such relief.

17 **COUNT IV**
18 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
19 **(CAL. CIV. CODE §§ 17500, ET SEQ.)**

20 355. Ford reasserts its answers to Paragraphs 1 through 354.

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

23 357. Ford admits that it is a merchant with respect to motor vehicles within the meaning
24 of Cal. Com. Code § 2104(1).

25 358. Ford denies each and every allegation contained in Paragraph 358.

26 359. Ford denies each and every allegation contained in Paragraph 359.

27 360. Ford denies each and every allegation contained in Paragraph 360.

28 361. Ford denies each and every allegation contained in Paragraph 361.

362. Ford denies each and every allegation contained in Paragraph 362.

COUNT V
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON CALIFORNIA LAW)

363. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 365. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford reasserts its answers to Paragraphs 1 through 362.

364. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 365. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative California Class.

365. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 365. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 365.

366. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 365. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 366.

367. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 365. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 367.

**COUNT VI
FRAUD BY CONCEALMENT
(BASED ON CALIFORNIA LAW)**

368. Ford reasserts its answers to Paragraphs 1 through 367.

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

370. Ford denies each and every allegation contained in Paragraph 370.

371. Ford denies each and every allegation contained in Paragraph 371.

372. Ford denies each and every allegation contained in Paragraph 372.

373. Ford denies each and every allegation contained in Paragraph 373.

374. Ford denies each and every allegation contained in Paragraph 374.

375. Ford denies each and every allegation contained in Paragraph 375.

376. Ford denies each and every allegation contained in Paragraph 376.

377. Ford denies each and every allegation contained in Paragraph 377.

378. Ford denies each and every allegation contained in Paragraph 378.

**COUNT VII
VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT FOR
BREACH OF EXPRESS WARRANTIES
(CAL. CIV. CODE §§ 1791.2 & 1793.2(D))**

379. Ford reasserts its answers to Paragraphs 1 through 378.

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

381. Ford denies each and every allegation contained in Paragraph 381.

382. Ford denies each and every allegation contained in Paragraph 382.

383. Ford denies each and every allegation contained in Paragraph 383.

384. Ford denies each and every allegation contained in Paragraph 384.

385. Ford admits that each of its vehicles come with a New Vehicle Limited Warranty. Ford denies each and every other allegation contained in Paragraph 385.

386. Ford admits that Paragraph 386 accurately quotes from Ford's New Vehicle Limited Warranty. Ford denies each and every other allegation contained in Paragraph 386.

387. Ford denies each and every allegation contained in Paragraph 387.

388. Ford denies each and every allegation contained in Paragraph 388.

389. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 389, and on that basis denies those allegations.

390. Ford denies each and every allegation contained in Paragraph 390.

391. Ford denies each and every allegation contained in Paragraph 391.

392. Ford denies each and every allegation contained in Paragraph 392.

393. Ford denies each and every allegation contained in Paragraph 393.

394. Ford denies each and every allegation contained in Paragraph 394.

395. Ford denies each and every allegation contained in Paragraph 395.

**COUNT VIII
VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT FOR
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(CAL. CIV. CODE §§ 1791.1 & 1792)**

396. Ford reasserts its answers to Paragraphs 1 through 395.

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

398. Ford denies each and every allegation contained in Paragraph 398.

399. Ford denies each and every allegation contained in Paragraph 399.

400. Ford denies each and every allegation contained in Paragraph 400.

401. Ford denies each and every allegation contained in Paragraph 401.

402. Ford admits the allegations contained in Paragraph 402.

403. Ford denies each and every allegation contained in Paragraph 403.

404. Ford denies each and every allegation contained in Paragraph 404.

405. Ford denies each and every allegation contained in Paragraph 405.

406. Ford denies each and every allegation contained in Paragraph 406.

407. Ford denies each and every allegation contained in Paragraph 407.

408. Ford denies each and every allegation contained in Paragraph 408.

409. Ford denies each and every allegation contained in Paragraph 409.

COUNT IX
VIOLATION OF CALIFORNIA CIVIL CODE SECTION 1795.92
(ON BEHALF OF THE CALIFORNIA SUB-CLASS)

410. Ford reasserts its answers to Paragraphs 1 through 409.

411. Ford denies each and every allegation contained in Paragraph 411.

412. Ford denies each and every allegation contained in Paragraph 412.

413. Ford avers that the allegations contained in Paragraph 413 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

414. Ford avers that the allegations contained in Paragraph 414 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

415. Ford denies each and every allegation contained in Paragraph 415.

416. Ford denies each and every allegation contained in Paragraph 416.

417. Ford denies each and every allegation contained in Paragraph 417.

418. Ford denies each and every allegation contained in Paragraph 418.

C. Claims Brought on Behalf of the Alabama Class

COUNT I
BREACH OF EXPRESS WARRANTY
(ALA. CODE § 7-2-313)

419. Ford avers that the allegations contained in Paragraph 419 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

420. Ford avers that the allegations contained in Paragraph 420 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

421. Ford avers that the allegations contained in Paragraph 421 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

422. Ford avers that the allegations contained in Paragraph 422 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

423. Ford avers that the allegations contained in Paragraph 423 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

424. Ford avers that the allegations contained in Paragraph 424 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

is required, Ford denies each and every allegation contained in Paragraph 444.

**COUNT IV
FRAUDULENT CONCEALMENT
(BASED ON ALABAMA LAW)**

445. Ford reasserts its answers to Paragraphs 1 through 444.

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

447. Ford denies each and every allegation contained in Paragraph 447.

448. Ford denies each and every allegation contained in Paragraph 448.

449. Ford denies each and every allegation contained in Paragraph 449.

450. Ford denies each and every allegation contained in Paragraph 450.

451. Ford denies each and every allegation contained in Paragraph 451.

452. Ford denies each and every allegation contained in Paragraph 452.

453. Ford denies each and every allegation contained in Paragraph 453.

454. Ford denies each and every allegation contained in Paragraph 454.

455. Ford denies each and every allegation contained in Paragraph 455.

456. Ford denies each and every allegation contained in Paragraph 456.

D. Claims Brought on Behalf of the Arizona Class

**COUNT I
VIOLATIONS OF THE CONSUMER FRAUD ACT
(ARIZ. REV. STAT § 44-1521, *ET SEQ.*)**

457. Ford reasserts its answers to Paragraphs 1 through 456.

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

459. Ford admits the allegations contained in Paragraph 459.

460. Ford admits the allegations contained in Paragraph 460.

461. Ford denies each and every allegation contained in Paragraph 461.

462. Ford denies each and every allegation contained in Paragraph 462.

463. Ford denies each and every allegation contained in Paragraph 463.

464. Ford denies each and every allegation contained in Paragraph 464, including its

1 subparts.

2 465. Ford denies each and every allegation contained in Paragraph 465.

3 466. Ford denies each and every allegation contained in Paragraph 466.

4 467. Ford denies each and every allegation contained in Paragraph 467.

5 468. Ford denies each and every allegation contained in Paragraph 468, except admits,
6 based on information and belief, that Paragraph 468 describes the relief requested by Plaintiffs.
7 Ford denies that they are entitled to such relief.

8 **COUNT II**
9 **BREACH OF EXPRESS WARRANTY**
10 **(ARIZ. REV. STAT § 47-2313)**

11 469. Ford avers that the allegations contained in Paragraph 469 were dismissed by
12 Judge Chen's May 30, 2014 Order, and as such require no response.

13 470. Ford avers that the allegations contained in Paragraph 470 were dismissed by
14 Judge Chen's May 30, 2014 Order, and as such require no response.

15 471. Ford avers that the allegations contained in Paragraph 471 were dismissed by
16 Judge Chen's May 30, 2014 Order, and as such require no response.

17 472. Ford avers that the allegations contained in Paragraph 472 were dismissed by
18 Judge Chen's May 30, 2014 Order, and as such require no response.

19 473. Ford avers that the allegations contained in Paragraph 473 were dismissed by
20 Judge Chen's May 30, 2014 Order, and as such require no response.

21 474. Ford avers that the allegations contained in Paragraph 474 were dismissed by
22 Judge Chen's May 30, 2014 Order, and as such require no response.

23 475. Ford avers that the allegations contained in Paragraph 475 were dismissed by
24 Judge Chen's May 30, 2014 Order, and as such require no response.

25 476. Ford avers that the allegations contained in Paragraph 476 were dismissed by
26 Judge Chen's May 30, 2014 Order, and as such require no response.

27 477. Ford avers that the allegations contained in Paragraph 477 were dismissed by
28 Judge Chen's May 30, 2014 Order, and as such require no response.

478. Ford avers that the allegations contained in Paragraph 478 were dismissed by

1 Judge Chen's May 30, 2014 Order, and as such require no response.

2 479. Ford avers that the allegations contained in Paragraph 479 were dismissed by
3 Judge Chen's May 30, 2014 Order, and as such require no response.

4 480. Ford avers that the allegations contained in Paragraph 480 were dismissed by
5 Judge Chen's May 30, 2014 Order, and as such require no response.

6 481. Ford avers that the allegations contained in Paragraph 481 were dismissed by
7 Judge Chen's May 30, 2014 Order, and as such require no response.

8 482. Ford avers that the allegations contained in Paragraph 482 were dismissed by
9 Judge Chen's May 30, 2014 Order, and as such require no response.

10 483. Ford avers that the allegations contained in Paragraph 483 were dismissed by
11 Judge Chen's May 30, 2014 Order, and as such require no response.

12 484. Ford avers that the allegations contained in Paragraph 484 were dismissed by
13 Judge Chen's May 30, 2014 Order, and as such require no response.

14 **COUNT III**
15 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
16 **(ARIZ. REV. STAT § 47-2314)**

17 485. Ford avers that the allegations contained in Paragraph 485 were dismissed by
18 Judge Chen's May 30, 2014 Order, and as such require no response.

19 486. Ford avers that the allegations contained in Paragraph 486 were dismissed by
20 Judge Chen's May 30, 2014 Order, and as such require no response.

21 487. Ford avers that the allegations contained in Paragraph 487 were dismissed by
22 Judge Chen's May 30, 2014 Order, and as such require no response.

23 488. Ford avers that the allegations contained in Paragraph 488 were dismissed by
24 Judge Chen's May 30, 2014 Order, and as such require no response.

25 489. Ford avers that the allegations contained in Paragraph 489 were dismissed by
26 Judge Chen's May 30, 2014 Order, and as such require no response.

27 490. Ford avers that the allegations contained in Paragraph 490 were dismissed by
28 Judge Chen's May 30, 2014 Order, and as such require no response.

COUNT IV
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON ARIZONA LAW)

491. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 493. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford reasserts its answers to Paragraphs 1 through 490.

492. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 493. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Arizona Class.

493. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 493. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 493.

494. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 443. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 494.

COUNT V
FRAUDULENT CONCEALMENT
(BASED ON ARIZONA LAW)

495. Ford reasserts its answers to Paragraphs 1 through 494.

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

497. Ford denies each and every allegation contained in Paragraph 497.
 498. Ford denies each and every allegation contained in Paragraph 498.
 499. Ford denies each and every allegation contained in Paragraph 499.
 500. Ford denies each and every allegation contained in Paragraph 500.
 501. Ford denies each and every allegation contained in Paragraph 501.
 502. Ford denies each and every allegation contained in Paragraph 502.
 503. Ford denies each and every allegation contained in Paragraph 503.
 504. Ford denies each and every allegation contained in Paragraph 504.
 505. Ford denies each and every allegation contained in Paragraph 505.
 506. Ford denies each and every allegation contained in Paragraph 506.

E. Claims Brought on Behalf of the Colorado Class

**COUNT I
 VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT
 (COLO. REV. STAT § 6-1-101, *ET SEQ.*)**

507. Ford reasserts its answers to Paragraphs 1 through 506.
 508. Ford admits, based on information and belief, that Plaintiffs seek to bring this
 Count on behalf of a putative Colorado Class.

509. Ford denies each and every allegation contained in Paragraph 509.
 510. Ford admits the allegations contained in Paragraph 510.
 511. Ford denies each and every allegation contained in Paragraph 511.
 512. Ford denies each and every allegation contained in Paragraph 512.
 513. Ford denies each and every allegation contained in Paragraph 513.
 514. Ford denies each and every allegation contained in Paragraph 514.

**COUNT II
 STRICT PRODUCT LIABILITY
 (BASED ON COLORADO LAW)**

515. Ford reasserts its answers to Paragraphs 1 through 514.
 516. Ford admits, based on information and belief, that Plaintiffs seek to bring this
 Count on behalf of a putative Colorado Class.
 517. Ford denies each and every allegation contained in Paragraph 517.

1 518. Ford denies each and every allegation contained in Paragraph 518.

2 519. Ford denies each and every allegation contained in Paragraph 519.

3 520. Ford denies each and every allegation contained in Paragraph 520.

4 521. Ford denies each and every allegation contained in Paragraph 521.

5 522. Ford denies each and every allegation contained in Paragraph 522.

6 **COUNT III**
7 **BREACH OF EXPRESS WARRANTY**
8 **(COLO. REV STAT. § 4-2-313)**

9 523. Ford avers that the allegations contained in Paragraph 523 were dismissed by
10 Judge Chen's May 30, 2014 Order, and as such require no response.

11 524. Ford avers that the allegations contained in Paragraph 524 were dismissed by
12 Judge Chen's May 30, 2014 Order, and as such require no response.

13 525. Ford avers that the allegations contained in Paragraph 525 were dismissed by
14 Judge Chen's May 30, 2014 Order, and as such require no response.

15 526. Ford avers that the allegations contained in Paragraph 526 were dismissed by
16 Judge Chen's May 30, 2014 Order, and as such require no response.

17 527. Ford avers that the allegations contained in Paragraph 527 were dismissed by
18 Judge Chen's May 30, 2014 Order, and as such require no response.

19 528. Ford avers that the allegations contained in Paragraph 528 were dismissed by
20 Judge Chen's May 30, 2014 Order, and as such require no response.

21 529. Ford avers that the allegations contained in Paragraph 529 were dismissed by
22 Judge Chen's May 30, 2014 Order, and as such require no response.

23 530. Ford avers that the allegations contained in Paragraph 530 were dismissed by
24 Judge Chen's May 30, 2014 Order, and as such require no response.

25 531. Ford avers that the allegations contained in Paragraph 531 were dismissed by
26 Judge Chen's May 30, 2014 Order, and as such require no response.

27 532. Ford avers that the allegations contained in Paragraph 532 were dismissed by
28 Judge Chen's May 30, 2014 Order, and as such require no response.

533. Ford avers that the allegations contained in Paragraph 533 were dismissed by

1 Judge Chen's May 30, 2014 Order, and as such require no response.

2 534. Ford avers that the allegations contained in Paragraph 534 were dismissed by
3 Judge Chen's May 30, 2014 Order, and as such require no response.

4 535. Ford avers that the allegations contained in Paragraph 535 were dismissed by
5 Judge Chen's May 30, 2014 Order, and as such require no response.

6 536. Ford avers that the allegations contained in Paragraph 536 were dismissed by
7 Judge Chen's May 30, 2014 Order, and as such require no response.

8 537. Ford avers that the allegations contained in Paragraph 537 were dismissed by
9 Judge Chen's May 30, 2014 Order, and as such require no response.

10 538. Ford avers that the allegations contained in Paragraph 538 were dismissed by
11 Judge Chen's May 30, 2014 Order, and as such require no response.

12 **COUNT IV**
13 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
14 **(COLO. REV STAT. § 4-2-314)**

15 539. Ford avers that the allegations contained in Paragraph 539 were dismissed by
16 Judge Chen's May 30, 2014 Order, and as such require no response.

17 540. Ford avers that the allegations contained in Paragraph 540 were dismissed by
18 Judge Chen's May 30, 2014 Order, and as such require no response.

19 541. Ford avers that the allegations contained in Paragraph 541 were dismissed by
20 Judge Chen's May 30, 2014 Order, and as such require no response.

21 542. Ford avers that the allegations contained in Paragraph 542 were dismissed by
22 Judge Chen's May 30, 2014 Order, and as such require no response.

23 543. Ford avers that the allegations contained in Paragraph 543 were dismissed by
24 Judge Chen's May 30, 2014 Order, and as such require no response.

25 544. Ford avers that the allegations contained in Paragraph 544 were dismissed by
26 Judge Chen's May 30, 2014 Order, and as such require no response.

27 545. Ford avers that the allegations contained in Paragraph 545 were dismissed by
28 Judge Chen's May 30, 2014 Order, and as such require no response.

COUNT V
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON COLORADO LAW)

546. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 548. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford reasserts its answers to Paragraphs 1 through 545.

547. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 548. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Colorado Class.

548. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 548. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 548.

549. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 548. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 549.

550. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 548. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 550.

**COUNT IV
FRAUDULENT CONCEALMENT
(BASED ON COLORADO LAW)**

551. Ford reasserts its answers to Paragraphs 1 through 550.

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

553. Ford denies each and every allegation contained in Paragraph 553.

554. Ford denies each and every allegation contained in Paragraph 554.

555. Ford denies each and every allegation contained in Paragraph 555.

556. Ford denies each and every allegation contained in Paragraph 556.

557. Ford denies each and every allegation contained in Paragraph 557.

558. Ford denies each and every allegation contained in Paragraph 558.

559. Ford denies each and every allegation contained in Paragraph 559.

560. Ford denies each and every allegation contained in Paragraph 560.

561. Ford denies each and every allegation contained in Paragraph 561.

562. Ford denies each and every allegation contained in Paragraph 562.

F. Claims Brought on Behalf of the Connecticut Class

**COUNT I
VIOLATIONS OF THE UNFAIR TRADE PRACTICES ACT
(CONN. GEN. STAT. ANN. § 42-110a, *ET SEQ.*)**

563. Ford reasserts its answers to Paragraphs 1 through 562.

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

565. Ford admits the allegations contained in Paragraph 565.

566. Ford admits the allegations contained in Paragraph 566.

567. Ford denies each and every allegation contained in Paragraph 567.

568. Ford denies each and every allegation contained in Paragraph 568.

569. Ford denies each and every allegation contained in Paragraph 569.

570. Ford denies each and every allegation contained in Paragraph 570, including its subparts.

1 571. Ford denies each and every allegation contained in Paragraph 571.

2 572. Ford denies each and every allegation contained in Paragraph 572.

3 573. Ford denies each and every allegation contained in Paragraph 573.

4 574. Ford is without information sufficient to form a belief as to the truth of the
5 allegation that a copy of the FAC has been mailed to the Attorney General and the Commissioner
6 of Consumer Protection of the State of Connecticut, and on that basis denies those allegations.
7 Ford denies each and every other allegation contained in Paragraph 574, except Ford admits,
8 based on information and belief, that Paragraph 574 describes the relief requested by Plaintiffs.
9 Ford denies that they are entitled to such relief.

10 **COUNT II**
11 **BREACH OF EXPRESS WARRANTY**
12 **(CONN. GEN. STAT. ANN. § 42A-2-313)**

13 575. Ford avers that the allegations contained in Paragraph 575 were dismissed by
14 Judge Chen's May 30, 2014 Order, and as such require no response.

15 576. Ford avers that the allegations contained in Paragraph 576 were dismissed by
16 Judge Chen's May 30, 2014 Order, and as such require no response.

17 577. Ford avers that the allegations contained in Paragraph 577 were dismissed by
18 Judge Chen's May 30, 2014 Order, and as such require no response.

19 578. Ford avers that the allegations contained in Paragraph 578 were dismissed by
20 Judge Chen's May 30, 2014 Order, and as such require no response.

21 579. Ford avers that the allegations contained in Paragraph 579 were dismissed by
22 Judge Chen's May 30, 2014 Order, and as such require no response.

23 580. Ford avers that the allegations contained in Paragraph 580 were dismissed by
24 Judge Chen's May 30, 2014 Order, and as such require no response.

25 581. Ford avers that the allegations contained in Paragraph 581 were dismissed by
26 Judge Chen's May 30, 2014 Order, and as such require no response.

27 582. Ford avers that the allegations contained in Paragraph 582 were dismissed by
28 Judge Chen's May 30, 2014 Order, and as such require no response.

583. Ford avers that the allegations contained in Paragraph 583 were dismissed by

1 Judge Chen's May 30, 2014 Order, and as such require no response.

2 584. Ford avers that the allegations contained in Paragraph 584 were dismissed by
3 Judge Chen's May 30, 2014 Order, and as such require no response.

4 585. Ford avers that the allegations contained in Paragraph 585 were dismissed by
5 Judge Chen's May 30, 2014 Order, and as such require no response.

6 586. Ford avers that the allegations contained in Paragraph 586 were dismissed by
7 Judge Chen's May 30, 2014 Order, and as such require no response.

8 587. Ford avers that the allegations contained in Paragraph 587 were dismissed by
9 Judge Chen's May 30, 2014 Order, and as such require no response.

10 588. Ford avers that the allegations contained in Paragraph 588 were dismissed by
11 Judge Chen's May 30, 2014 Order, and as such require no response.

12 589. Ford avers that the allegations contained in Paragraph 589 were dismissed by
13 Judge Chen's May 30, 2014 Order, and as such require no response.

14 590. Ford avers that the allegations contained in Paragraph 590 were dismissed by
15 Judge Chen's May 30, 2014 Order, and as such require no response.

16 **COUNT III**
17 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**
18 **(CONN. GEN. STAT. ANN. § 42A-2-314)**

19 591. Ford avers that the allegations contained in Paragraph 591 were dismissed by
20 Judge Chen's May 30, 2014 Order, and as such require no response.

21 592. Ford avers that the allegations contained in Paragraph 592 were dismissed by
22 Judge Chen's May 30, 2014 Order, and as such require no response.

23 593. Ford avers that the allegations contained in Paragraph 593 were dismissed by
24 Judge Chen's May 30, 2014 Order, and as such require no response.

25 594. Ford avers that the allegations contained in Paragraph 594 were dismissed by
26 Judge Chen's May 30, 2014 Order, and as such require no response.

27 595. Ford avers that the allegations contained in Paragraph 595 were dismissed by
28 Judge Chen's May 30, 2014 Order, and as such require no response.

596. Ford avers that the allegations contained in Paragraph 596 were dismissed by

1 Judge Chen's May 30, 2014 Order, and as such require no response.

2 **COUNT IV**
3 **BREACH OF CONTRACT/COMMON LAW WARRANTY**
4 **(BASED ON CONNECTICUT LAW)**

5 597. Ford avers that the allegations contained in Paragraph 597 were dismissed by
6 Judge Chen's May 30, 2014 Order, and as such require no response.

7 598. Ford avers that the allegations contained in Paragraph 598 were dismissed by
8 Judge Chen's May 30, 2014 Order, and as such require no response.

9 599. Ford avers that the allegations contained in Paragraph 599 were dismissed by
10 Judge Chen's May 30, 2014 Order, and as such require no response.

11 600. Ford avers that the allegations contained in Paragraph 600 were dismissed by
12 Judge Chen's May 30, 2014 Order, and as such require no response.

13 **COUNT V**
14 **FRAUDULENT CONCEALMENT**
15 **(BASED ON CONNECTICUT LAW)**

16 601. Ford reasserts its answers to Paragraphs 1 through 600.

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

19 603. Ford denies each and every allegation contained in Paragraph 603.

20 604. Ford denies each and every allegation contained in Paragraph 604.

21 605. Ford denies each and every allegation contained in Paragraph 605.

22 606. Ford denies each and every allegation contained in Paragraph 606.

23 607. Ford denies each and every allegation contained in Paragraph 607.

24 608. Ford denies each and every allegation contained in Paragraph 608.

25 609. Ford denies each and every allegation contained in Paragraph 609.

26 610. Ford denies each and every allegation contained in Paragraph 610.

27 611. Ford denies each and every allegation contained in Paragraph 611.

28 612. Ford denies each and every allegation contained in Paragraph 612.

G. Claims Brought on Behalf of the Florida Class

**COUNT I
VIOLATIONS OF THE FLORIDA DECEPTIVE & UNFAIR TRADE PRACTICES ACT
(FLA. STAT. § 501.201, *ET SEQ.*)**

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

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

615. Ford admits the allegations contained in Paragraph 615.

616. Ford denies each and every allegation contained in Paragraph 616.

617. Ford denies each and every allegation contained in Paragraph 617.

618. Ford denies each and every allegation contained in Paragraph 618.

619. Ford denies each and every allegation contained in Paragraph 619.

**COUNT II
BREACH OF EXPRESS WARRANTY
(FLA. STAT. § 672.313)**

620. Ford reasserts its answers to Paragraphs 1 through 619.

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

622. Ford admits that it is a merchant with respect to motor vehicles within the meaning of Fla. Stat. § 672.104(1).

623. Ford denies each and every allegation contained in Paragraph 623, except Ford admits that Paragraph 623 accurately quotes a portion of its New Vehicle Limited Warranty.

624. Ford denies each and every allegation contained in Paragraph 624.

625. Ford denies each and every allegation contained in Paragraph 625.

626. Ford denies each and every allegation contained in Paragraph 626.

627. Ford denies each and every allegation contained in Paragraph 627.

628. Ford denies each and every allegation contained in Paragraph 628.

629. Ford denies each and every allegation contained in Paragraph 629.

630. Ford denies each and every allegation contained in Paragraph 630.

631. Ford denies each and every allegation contained in Paragraph 631.

632. Ford denies each and every allegation contained in Paragraph 632.

633. Ford admits, based on information and belief, that Paragraph 633 identifies additional and/or alternative remedies asserted by Plaintiffs. Ford denies that they are entitled to such remedies.

634. Ford denies each and every allegation contained in Paragraph 634.

635. Ford denies each and every allegation contained in Paragraph 635.

COUNT III
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(FLA. STAT. § 672.314)

636. Ford avers that the allegations contained in Paragraph 636 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

637. Ford avers that the allegations contained in Paragraph 637 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

638. Ford avers that the allegations contained in Paragraph 638 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

639. Ford avers that the allegations contained in Paragraph 639 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

640. Ford avers that the allegations contained in Paragraph 640 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

641. Ford avers that the allegations contained in Paragraph 641 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

642. Ford avers that the allegations contained in Paragraph 642 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

COUNT IV
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON FLORIDA LAW)

643. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 645. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer

1 is required, Ford reasserts its answers to Paragraphs 1 through 642.

2 644. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
3 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 645. Because Judge
4 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
5 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
6 is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count
7 on behalf of a putative Florida Class.

8 645. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
9 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 645. Because Judge
10 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
11 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
12 is required, Ford denies each and every allegation contained in Paragraph 645.

13 646. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
14 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 645. Because Judge
15 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
16 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
17 is required, Ford denies each and every allegation contained in Paragraph 646.

18 647. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
19 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 645. Because Judge
20 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
21 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
22 is required, Ford denies each and every allegation contained in Paragraph 647.

23 **COUNT V**
24 **FRAUDULENT CONCEALMENT**
(BASED ON FLORIDA LAW)

25 648. Ford reasserts its answers to Paragraphs 1 through 647.

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

28 650. Ford denies each and every allegation contained in Paragraph 650.

651. Ford denies each and every allegation contained in Paragraph 651.
 652. Ford denies each and every allegation contained in Paragraph 652.
 653. Ford denies each and every allegation contained in Paragraph 653.
 654. Ford denies each and every allegation contained in Paragraph 654.
 655. Ford denies each and every allegation contained in Paragraph 655.
 656. Ford denies each and every allegation contained in Paragraph 656.
 657. Ford denies each and every allegation contained in Paragraph 657.
 658. Ford denies each and every allegation contained in Paragraph 658.
 659. Ford denies each and every allegation contained in Paragraph 659.

H. Claims Brought on Behalf of the Iowa Class

**COUNT I
 VIOLATIONS OF THE PRIVATE RIGHT OF ACTION
 FOR CONSUMER FRAUDS ACT
 (IOWA CODE §§ 714H.1, *ET SEQ.*)**

660. Ford reasserts its answers to Paragraphs 1 through 659.

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

662. Ford admits the allegations contained in Paragraph 662.

663. Ford is without information sufficient to form a belief as to the truth of the allegations contained in Paragraph 663, and on that basis denies those allegations.

664. Ford denies each and every allegation contained in Paragraph 664.

665. Ford denies each and every allegation contained in Paragraph 665.

666. Ford denies each and every allegation contained in Paragraph 666.

667. Ford denies each and every allegation contained in Paragraph 667.

668. Ford denies each and every allegation contained in Paragraph 668, including its subparts.

669. Ford denies each and every allegation contained in Paragraph 669.

670. Ford denies each and every allegation contained in Paragraph 670.

671. Ford denies each and every allegation contained in Paragraph 671.

672. Ford denies each and every allegation contained in Paragraph 672, except Ford admits, based on information and belief, that Paragraph 672 describes the relief requested by Plaintiffs. Ford denies that they are entitled to such relief.

COUNT II
BREACH OF EXPRESS WARRANTY
(IOWA CODE § 554.2313)

673. Ford reasserts its answers to Paragraphs 1 through 672.

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

675. Ford admits that it is a merchant with respect to motor vehicles within the meaning of Iowa Code § 554.2104(1).

676. Ford denies each and every allegation contained in Paragraph 676, except Ford admits that Paragraph 676 accurately quotes a portion of its New Vehicle Limited Warranty.

677. Ford denies each and every allegation contained in Paragraph 677.

678. Ford denies each and every allegation contained in Paragraph 678.

679. Ford denies each and every allegation contained in Paragraph 679.

680. Ford denies each and every allegation contained in Paragraph 680.

681. Ford denies each and every allegation contained in Paragraph 681.

682. Ford denies each and every allegation contained in Paragraph 682.

683. Ford denies each and every allegation contained in Paragraph 683.

684. Ford denies each and every allegation contained in Paragraph 684.

685. Ford denies each and every allegation contained in Paragraph 685.

686. Ford admits, based on information and belief, that Paragraph 686 identifies additional and/or alternative remedies asserted by Plaintiffs. Ford denies that they are entitled to such remedies.

687. Ford denies each and every allegation contained in Paragraph 687.

688. Ford denies each and every allegation contained in Paragraph 688.

COUNT III
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(IOWA CODE § 554.2314)

689. Ford avers that the allegations contained in Paragraph 689 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

690. Ford avers that the allegations contained in Paragraph 690 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

691. Ford avers that the allegations contained in Paragraph 691 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

692. Ford avers that the allegations contained in Paragraph 692 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

693. Ford avers that the allegations contained in Paragraph 693 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

694. Ford avers that the allegations contained in Paragraph 694 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

695. Ford avers that the allegations contained in Paragraph 695 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

COUNT IV
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON IOWA LAW)

696. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 698. Because Judge Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford reasserts its answers to Paragraphs 1 through 695.

697. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 698. Because Judge Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count

1 on behalf of a putative Iowa Class.

2 698. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
3 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 698. Because Judge
4 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
5 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
6 is required, Ford denies each and every allegation contained in Paragraph 698.

7 699. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
8 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 698. Because Judge
9 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
10 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
11 is required, Ford denies each and every allegation contained in Paragraph 699.

12 700. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
13 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 698. Because Judge
14 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
15 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
16 is required, Ford denies each and every allegation contained in Paragraph 700.

17 **COUNT V**
18 **FRAUDULENT CONCEALMENT**
19 **(BASED ON IOWA LAW)**

20 701. Ford reasserts its answers to Paragraphs 1 through 700.

21 702. Ford admits, based on information and belief, that Plaintiffs seek to bring this
22 Count on behalf of a putative Iowa Class.

23 703. Ford denies each and every allegation contained in Paragraph 703.

24 704. Ford denies each and every allegation contained in Paragraph 704.

25 705. Ford denies each and every allegation contained in Paragraph 705.

26 706. Ford denies each and every allegation contained in Paragraph 706.

27 707. Ford denies each and every allegation contained in Paragraph 707.

28 708. Ford denies each and every allegation contained in Paragraph 708.

709. Ford denies each and every allegation contained in Paragraph 709.

710. Ford denies each and every allegation contained in Paragraph 710.

711. Ford denies each and every allegation contained in Paragraph 711.

712. Ford denies each and every allegation contained in Paragraph 712.

I. Claims Brought on Behalf of the Massachusetts Class

**COUNT I
VIOLATIONS OF MASSACHUSETTS CONSUMER PROTECTION ACT
(MASS. GEN. LAWS CH. 93A)**

713. Ford reasserts its answers to Paragraphs 1 through 712.

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

715. Ford denies each and every allegation contained in Paragraph 715.

716. Ford denies each and every allegation contained in Paragraph 716.

717. Ford denies each and every allegation contained in Paragraph 717.

718. Ford denies each and every allegation contained in Paragraph 718, except Ford admits, based on information and belief, that Paragraph 718 describes the relief requested by Plaintiffs. Ford denies that they are entitled to such relief.

**COUNT II
BREACH OF EXPRESS WARRANTY
(MASS. GEN. LAWS CH. 106, § 2-313)**

719. Ford reasserts its answers to Paragraphs 1 through 718.

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

721. Ford admits that it is a merchant with respect to motor vehicles within the meaning of Mass. Gen. Laws ch. 106 § 2-104(1).

722. Ford denies each and every allegation contained in Paragraph 722, except Ford admits that Paragraph 722 accurately quotes a portion of its New Vehicle Limited Warranty.

723. Ford denies each and every allegation contained in Paragraph 723.

724. Ford denies each and every allegation contained in Paragraph 724.

725. Ford denies each and every allegation contained in Paragraph 725.

726. Ford denies each and every allegation contained in Paragraph 726.

1 727. Ford denies each and every allegation contained in Paragraph 727.

2 728. Ford denies each and every allegation contained in Paragraph 728.

3 729. Ford denies each and every allegation contained in Paragraph 729.

4 730. Ford denies each and every allegation contained in Paragraph 730.

5 731. Ford denies each and every allegation contained in Paragraph 731.

6 732. Ford admits, based on information and belief, that Paragraph 732 identifies
7 additional and/or alternative remedies asserted by Plaintiffs. Ford denies that they are entitled to
8 such remedies.

9 733. Ford denies each and every allegation contained in Paragraph 733.

10 734. Ford denies each and every allegation contained in Paragraph 734.

11 **COUNT III**
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(MASS. GEN. LAWS CH. 106, § 2-314)

12
13 735. Ford reasserts its answers to Paragraphs 1 through 734.

14 736. Ford admits, based on information and belief, that Plaintiffs seek to bring this
15 Count on behalf of a putative Massachusetts Class.

16 737. Ford admits that it is a merchant with respect to motor vehicles within the meaning
17 of Mass. Gen. Laws ch. 106 § 2-104(1).

18 738. Ford denies each and every allegation contained in Paragraph 738.

19 739. Ford denies each and every allegation contained in Paragraph 739.

20 740. Ford denies each and every allegation contained in Paragraph 740.

21 741. Ford denies each and every allegation contained in Paragraph 741.

22 **COUNT IV**
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON MASSACHUSETTS LAW)

23
24 742. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
25 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 744. Because Judge
26 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
27 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
28 is required, Ford reasserts its answers to Paragraphs 1 through 741.

1 751. Ford denies each and every allegation contained in Paragraph 751.

2 752. Ford denies each and every allegation contained in Paragraph 752.

3 753. Ford denies each and every allegation contained in Paragraph 753.

4 754. Ford denies each and every allegation contained in Paragraph 754.

5 755. Ford denies each and every allegation contained in Paragraph 755.

6 756. Ford denies each and every allegation contained in Paragraph 756.

7 757. Ford denies each and every allegation contained in Paragraph 757.

8 758. Ford denies each and every allegation contained in Paragraph 758.

9 **J. Claims Brought on Behalf of the New Jersey Class**

10 **COUNT I**
11 **VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT**
12 **(N.J. STAT. ANN. §§ 56:8-1, ET. SEQ.)**

12 759. Ford reasserts its answers to Paragraphs 1 through 758.

13 760. Ford admits, based on information and belief, that Plaintiffs seek to bring this
14 Count on behalf of a putative New Jersey Class.

15 761. Ford denies each and every allegation contained in Paragraph 761.

16 762. Ford denies each and every allegation contained in Paragraph 762.

17 763. Ford denies each and every allegation contained in Paragraph 763.

18 764. Ford denies each and every allegation contained in Paragraph 764.

19 765. Ford denies each and every allegation contained in Paragraph 765.

20 766. Ford is without information sufficient to form a belief as to the truth of the
21 allegations contained in Paragraph 766, and on that basis denies those allegations.

22 **COUNT II**
23 **BREACH OF EXPRESS WARRANTY**
24 **(N.J. STAT. ANN. § 12A:2-313)**

24 767. Ford reasserts its answers to Paragraphs 1 through 766.

25 768. Ford admits, based on information and belief, that Plaintiffs seek to bring this
26 Count on behalf of a putative New Jersey Class.

27 769. Ford admits that it is a merchant with respect to motor vehicles within the meaning
28 of N.J. Stat. Ann. § 12A:2-104(1).

COUNT IV
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON NEW JERSEY LAW)

790. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 792. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford reasserts its answers to Paragraphs 1 through 789.

791. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 792. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative New Jersey Class.

792. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 792. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 792.

793. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 792. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 793.

794. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 792. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 794.

**COUNT V
FRAUDULENT CONCEALMENT
(BASED ON NEW JERSEY LAW)**

795. Ford reasserts its answers to Paragraphs 1 through 794.

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

797. Ford denies each and every allegation contained in Paragraph 797.

798. Ford denies each and every allegation contained in Paragraph 798.

799. Ford denies each and every allegation contained in Paragraph 799.

800. Ford denies each and every allegation contained in Paragraph 800.

801. Ford denies each and every allegation contained in Paragraph 801.

802. Ford denies each and every allegation contained in Paragraph 802.

803. Ford denies each and every allegation contained in Paragraph 803.

804. Ford denies each and every allegation contained in Paragraph 804.

805. Ford denies each and every allegation contained in Paragraph 805.

806. Ford denies each and every allegation contained in Paragraph 806.

K. Claims Brought on Behalf of the New York Class

**COUNT I
VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349
(N.Y. GEN. BUS. LAW § 349)**

807. Ford reasserts its answers to Paragraphs 1 through 806.

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

809. Ford admits the allegations contained in Paragraph 809.

810. Ford denies each and every allegation contained in Paragraph 810.

811. Ford denies each and every allegation contained in Paragraph 811.

812. Ford denies each and every allegation contained in Paragraph 812.

813. Ford denies each and every allegation contained in Paragraph 813.

814. Ford denies each and every allegation contained in Paragraph 814.

COUNT II
VIOLATIONS OF THE NEW YORK GENERAL BUSINESS LAW § 350
(N.Y. GEN. BUS. LAW § 350)

815. Ford reasserts its answers to Paragraphs 1 through 814.

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

817. Ford denies each and every allegation contained in Paragraph 817.

818. Ford denies each and every allegation contained in Paragraph 818.

819. Ford denies each and every allegation contained in Paragraph 819.

820. Ford denies each and every allegation contained in Paragraph 820.

821. Ford denies each and every allegation contained in Paragraph 821.

822. Ford denies each and every allegation contained in Paragraph 822.

COUNT III
BREACH OF EXPRESS WARRANTY
(N.Y. U.C.C. § 2-313)

823. Ford reasserts its answers to Paragraphs 1 through 822.

824. Ford admits, based on information and belief, that Plaintiff Purcell seeks to bring this Count on behalf of a putative New York class. Ford avers the allegations contained in Paragraph 824 pertaining to Plaintiff Miller were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

825. Ford admits that it is a merchant with respect to motor vehicles within the meaning of N.Y. U.C.C. Law § 2-104(1).

826. Ford denies each and every allegation contained in Paragraph 826, except Ford admits that Paragraph 826 accurately quotes a portion of its New Vehicle Limited Warranty.

827. Ford denies each and every allegation contained in Paragraph 827.

828. Ford denies each and every allegation contained in Paragraph 828.

829. Ford denies each and every allegation contained in Paragraph 829.

830. Ford denies each and every allegation contained in Paragraph 830.

831. Ford denies each and every allegation contained in Paragraph 831.

832. Ford denies each and every allegation contained in Paragraph 832.

1 833. Ford denies each and every allegation contained in Paragraph 833.

2 834. Ford denies each and every allegation contained in Paragraph 834.

3 835. Ford denies each and every allegation contained in Paragraph 835.

4 836. Ford admits, based on information and belief, that Paragraph 836 identifies
5 additional and/or alternative remedies asserted by Plaintiffs. Ford denies that they are entitled to
6 such remedies.

7 837. Ford denies each and every allegation contained in Paragraph 837.

8 838. Ford denies each and every allegation contained in Paragraph 838.

9 **COUNT IV**
10 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
11 **(N.Y. U.C.C. § 2-314)**

12 839. Ford avers that the allegations contained in Paragraph 839 were dismissed by
13 Judge Chen's May 30, 2014 Order, and as such require no response.

14 840. Ford avers that the allegations contained in Paragraph 840 were dismissed by
15 Judge Chen's May 30, 2014 Order, and as such require no response.

16 841. Ford avers that the allegations contained in Paragraph 841 were dismissed by
17 Judge Chen's May 30, 2014 Order, and as such require no response.

18 842. Ford avers that the allegations contained in Paragraph 842 were dismissed by
19 Judge Chen's May 30, 2014 Order, and as such require no response.

20 843. Ford avers that the allegations contained in Paragraph 843 were dismissed by
21 Judge Chen's May 30, 2014 Order, and as such require no response.

22 844. Ford avers that the allegations contained in Paragraph 844 were dismissed by
23 Judge Chen's May 30, 2014 Order, and as such require no response.

24 845. Ford avers that the allegations contained in Paragraph 845 were dismissed by
25 Judge Chen's May 30, 2014 Order, and as such require no response.

26 **COUNT V**
27 **BREACH OF CONTRACT/COMMON LAW WARRANTY**
28 **(BASED ON NEW YORK LAW)**

846. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited
remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 848. Because Judge

1 Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under
 2 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
 3 is required, Ford reasserts its answers to Paragraphs 1 through 845.

4 847. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited
 5 remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 848. Because Judge
 6 Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under
 7 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
 8 is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count
 9 on behalf of a putative New York Class.

10 848. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited
 11 remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 848. Because Judge
 12 Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under
 13 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
 14 is required, Ford denies each and every allegation contained in Paragraph 848.

15 849. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited
 16 remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 848. Because Judge
 17 Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under
 18 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
 19 is required, Ford denies each and every allegation contained in Paragraph 849.

20 850. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited
 21 remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 848. Because Judge
 22 Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under
 23 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
 24 is required, Ford denies each and every allegation contained in Paragraph 850.

25 **COUNT VI**
 26 **FRAUDULENT CONCEALMENT**
 27 **(BASED ON NEW YORK LAW)**

28 851. Ford reasserts its answers to Paragraphs 1 through 850.

852. Ford admits, based on information and belief, that Plaintiffs seek to bring this

Count on behalf of a putative New York Class.

853. Ford denies each and every allegation contained in Paragraph 853.

854. Ford denies each and every allegation contained in Paragraph 854.

855. Ford denies each and every allegation contained in Paragraph 855.

856. Ford denies each and every allegation contained in Paragraph 856.

857. Ford denies each and every allegation contained in Paragraph 857.

858. Ford denies each and every allegation contained in Paragraph 858.

859. Ford denies each and every allegation contained in Paragraph 859.

860. Ford denies each and every allegation contained in Paragraph 860.

861. Ford denies each and every allegation contained in Paragraph 861.

862. Ford denies each and every allegation contained in Paragraph 862.

L. Claims Brought on Behalf of the North Carolina Class

**COUNT I
VIOLATIONS OF THE NORTH CAROLINA UNFAIR
AND DECEPTIVE TRADE PRACTICES ACT
(N.C. GEN. STAT. §§ 75-1.1, *ET SEQ.*)**

863. Ford reasserts its answers to Paragraphs 1 through 862.

864. Ford admits, based on information and belief, that Plaintiffs seek to bring this

Count on behalf of a putative North Carolina Class.

865. Ford admits the allegations contained in Paragraph 865.

866. Ford denies each and every allegation contained in Paragraph 866.

867. Ford denies each and every allegation contained in Paragraph 867.

868. Ford denies each and every allegation contained in Paragraph 868.

869. Ford denies each and every allegation contained in Paragraph 869.

870. Ford denies each and every allegation contained in Paragraph 870.

871. Ford denies each and every allegation contained in Paragraph 871, except Ford admits, based on information and belief, that Paragraph 871 describes the relief requested by Plaintiffs. Ford denies that they are entitled to such relief.

COUNT II
BREACH OF EXPRESS WARRANTY
(N.C. GEN. STAT. § 25-2-313)

872. Ford reasserts its answers to Paragraphs 1 through 871.

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

874. Ford admits that it is a merchant with respect to motor vehicles within the meaning of N.C. Gen. Stat. § 25-2-104(1).

875. Ford denies each and every allegation contained in Paragraph 875, except Ford admits that Paragraph 875 accurately quotes a portion of its New Vehicle Limited Warranty.

876. Ford denies each and every allegation contained in Paragraph 876.

877. Ford denies each and every allegation contained in Paragraph 877.

878. Ford denies each and every allegation contained in Paragraph 878.

879. Ford denies each and every allegation contained in Paragraph 879.

880. Ford denies each and every allegation contained in Paragraph 880.

881. Ford denies each and every allegation contained in Paragraph 881.

882. Ford denies each and every allegation contained in Paragraph 882.

883. Ford denies each and every allegation contained in Paragraph 883.

884. Ford denies each and every allegation contained in Paragraph 884.

885. Ford admits, based on information and belief, that Paragraph 885 identifies additional and/or alternative remedies asserted by Plaintiffs. Ford denies that they are entitled to such remedies.

886. Ford denies each and every allegation contained in Paragraph 886.

887. Ford denies each and every allegation contained in Paragraph 887.

COUNT III
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.C. GEN. STAT. § 25-2-314)

888. Ford reasserts its answers to Paragraphs 1 through 887.

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

1 890. Ford admits that it is a merchant with respect to motor vehicles within the meaning
2 of N.C. Gen. Stat. § 25-2-104(1).

3 891. Ford denies each and every allegation contained in Paragraph 891.

4 892. Ford denies each and every allegation contained in Paragraph 892.

5 893. Ford denies each and every allegation contained in Paragraph 893.

6 894. Ford denies each and every allegation contained in Paragraph 894.

7 **COUNT IV**
8 **BREACH OF CONTRACT/Common Law Warranty**
9 **(Based on North Carolina Law)**

10 895. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
11 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 897. Because Judge
12 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
13 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
14 is required, Ford reasserts its answers to Paragraphs 1 through 894.

15 896. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
16 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 897. Because Judge
17 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
18 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
19 is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count
20 on behalf of a putative North Carolina Class.

21 897. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
22 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 897. Because Judge
23 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
24 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
25 is required, Ford denies each and every allegation contained in Paragraph 897.

26 898. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
27 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 897. Because Judge
28 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer

1 is required, Ford denies each and every allegation contained in Paragraph 898.

2 899. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited
3 remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 897. Because Judge
4 Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under
5 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
6 is required, Ford denies each and every allegation contained in Paragraph 899.

7 **COUNT V**
8 **FRAUDULENT CONCEALMENT**
9 **(BASED ON NORTH CAROLINA LAW)**

9 900. Ford reasserts its answers to Paragraphs 1 through 899.

10 901. Ford admits, based on information and belief, that Plaintiffs seek to bring this
11 Count on behalf of a putative North Carolina Class.

12 902. Ford denies each and every allegation contained in Paragraph 902.

13 903. Ford denies each and every allegation contained in Paragraph 903.

14 904. Ford denies each and every allegation contained in Paragraph 904.

15 905. Ford denies each and every allegation contained in Paragraph 905.

16 906. Ford denies each and every allegation contained in Paragraph 906.

17 907. Ford denies each and every allegation contained in Paragraph 907.

18 908. Ford denies each and every allegation contained in Paragraph 908.

19 909. Ford denies each and every allegation contained in Paragraph 909.

20 910. Ford denies each and every allegation contained in Paragraph 910.

21 911. Ford denies each and every allegation contained in Paragraph 911.

22 **M. Claims Brought on Behalf of the Ohio Class**

23 **COUNT I**
24 **VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT**
25 **(OHIO REV. CODE § 1345.01, *ET SEQ.*)**

25 912. Ford reasserts its answers to Paragraphs 1 through 911.

26 913. Ford admits, based on information and belief, that Plaintiffs seek to bring this
27 Count on behalf of a putative Ohio Class.

28 914. Ford denies each and every allegation contained in Paragraph 914.

1 915. Ford denies each and every allegation contained in Paragraph 915.

2 916. Ford denies each and every allegation contained in Paragraph 916.

3 917. Ford denies each and every allegation contained in Paragraph 917.

4 918. Ford denies each and every allegation contained in Paragraph 918, including its
5 subparts.

6 919. Ford denies each and every allegation contained in Paragraph 919.

7 920. Ford denies each and every allegation contained in Paragraph 920.

8 921. Ford denies each and every allegation contained in Paragraph 921.

9 922. Ford denies each and every allegation contained in Paragraph 922.

10 923. Ford denies each and every allegation contained in Paragraph 923, except Ford
11 admits, based on information and belief, that Paragraph 923 describes the relief requested by
12 Plaintiffs. Ford denies that they are entitled to such relief..

13 **COUNT II**
14 **BREACH OF EXPRESS WARRANTY**
(OHIO REV. CODE § 1302.26)

15 924. Ford avers that the allegations contained in Paragraph 924 were dismissed by
16 Judge Chen's May 30, 2014 Order, and as such require no response.

17 925. Ford avers that the allegations contained in Paragraph 925 were dismissed by
18 Judge Chen's May 30, 2014 Order, and as such require no response.

19 926. Ford avers that the allegations contained in Paragraph 926 were dismissed by
20 Judge Chen's May 30, 2014 Order, and as such require no response.

21 927. Ford avers that the allegations contained in Paragraph 927 were dismissed by
22 Judge Chen's May 30, 2014 Order, and as such require no response.

23 928. Ford avers that the allegations contained in Paragraph 928 were dismissed by
24 Judge Chen's May 30, 2014 Order, and as such require no response.

25 929. Ford avers that the allegations contained in Paragraph 929 were dismissed by
26 Judge Chen's May 30, 2014 Order, and as such require no response.

27 930. Ford avers that the allegations contained in Paragraph 930 were dismissed by
28 Judge Chen's May 30, 2014 Order, and as such require no response.

**COUNT IV
NEGLIGENCE
(BASED ON OHIO LAW)**

946. Ford denies each and every allegation contained in Paragraph 946.

947. Ford denies each and every allegation contained in Paragraph 947.

948. Ford denies each and every allegation contained in Paragraph 948.

**COUNT V
BREACH OF CONTRACT
(BASED ON OHIO LAW)**

949. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under Ohio law. *See* FAC ¶ 951. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under Ohio Law, this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford reasserts its answers to Paragraphs 1 through 948.

950. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under Ohio law. *See* FAC ¶ 951. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under Ohio law, this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Ohio Class.

951. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under Ohio law. *See* FAC ¶ 951. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under Ohio law, this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 951.

952. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under Ohio law. *See* FAC ¶ 951. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under Ohio law, this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 952.

**COUNT VI
FRAUDULENT CONCEALMENT
(BASED ON OHIO LAW)**

953. Ford reasserts its answers to Paragraphs 1 through 952.

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

955. Ford denies each and every allegation contained in Paragraph 955.

956. Ford denies each and every allegation contained in Paragraph 956.

957. Ford denies each and every allegation contained in Paragraph 957.

958. Ford denies each and every allegation contained in Paragraph 958.

959. Ford denies each and every allegation contained in Paragraph 959.

960. Ford denies each and every allegation contained in Paragraph 960.

961. Ford denies each and every allegation contained in Paragraph 961.

962. Ford denies each and every allegation contained in Paragraph 962.

963. Ford denies each and every allegation contained in Paragraph 963.

964. Ford denies each and every allegation contained in Paragraph 964.

N. Claims Brought on Behalf of the Pennsylvania Class

**COUNT I
VIOLATIONS OF THE UNFAIR TRADE PRACTICES AND CONSUMER
PROTECTION LAW (PA. STAT. ANN. § 201-1, *ET SEQ.*)**

965. Ford reasserts its answers to Paragraphs 1 through 964.

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

967. Ford denies each and every allegation contained in Paragraph 967.

968. Ford denies each and every allegation contained in Paragraph 968.

969. Ford denies each and every allegation contained in Paragraph 969.

970. Ford denies each and every allegation contained in Paragraph 970, including its subparts.

971. Ford denies each and every allegation contained in Paragraph 971.

972. Ford denies each and every allegation contained in Paragraph 972.

973. Ford denies each and every allegation contained in Paragraph 973.

974. Ford denies each and every allegation contained in Paragraph 974, except Ford admits, based on information and belief, that Paragraph 974 describes the relief requested by Plaintiffs. Ford denies that they are entitled to such relief..

COUNT II
BREACH OF EXPRESS WARRANTY
(13 PA. STAT. ANN. § 2313)

975. Ford reasserts its answers to Paragraphs 1 through 974.

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

977. Ford admits that it is a merchant with respect to motor vehicles within the meaning of 13 Pa. Cons. Stat. Ann. § 2104.

978. Ford denies each and every allegation contained in Paragraph 978, except Ford admits that Paragraph 978 accurately quotes a portion of its New Vehicle Limited Warranty.

979. Ford denies each and every allegation contained in Paragraph 979.

980. Ford denies each and every allegation contained in Paragraph 980.

981. Ford denies each and every allegation contained in Paragraph 981.

982. Ford denies each and every allegation contained in Paragraph 982.

983. Ford denies each and every allegation contained in Paragraph 983.

984. Ford denies each and every allegation contained in Paragraph 984.

985. Ford denies each and every allegation contained in Paragraph 985.

986. Ford denies each and every allegation contained in Paragraph 986.

987. Ford denies each and every allegation contained in Paragraph 987.

988. Ford admits, based on information and belief, that Paragraph 988 identifies additional and/or alternative remedies asserted by Plaintiffs. Ford denies that they are entitled to such remedies.

989. Ford denies each and every allegation contained in Paragraph 989.

990. Ford denies each and every allegation contained in Paragraph 990.

COUNT III
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(13 PA. STAT. ANN. § 2314)

991. Ford reasserts its answers to Paragraphs 1 through 990.

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

993. Ford admits that it is a merchant with respect to motor vehicles within the meaning of 13 Pa. Cons. Stat. Ann. § 2104.

994. Ford denies each and every allegation contained in Paragraph 994.

995. Ford denies each and every allegation contained in Paragraph 995.

996. Ford denies each and every allegation contained in Paragraph 996.

COUNT IV
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON PENNSYLVANIA LAW)

997. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 999. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford reasserts its answers to Paragraphs 1 through 996.

998. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 999. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Pennsylvania Class.

999. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 999. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 999.

1000. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 999. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 1000.

**COUNT V
FRAUDULENT CONCEALMENT
(BASED ON PENNSYLVANIA LAW)**

1001. Ford reasserts its answers to Paragraphs 1 through 1000.

1002. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Pennsylvania Class.

1003. Ford denies each and every allegation contained in Paragraph 1003.

1004. Ford denies each and every allegation contained in Paragraph 1004.

1005. Ford denies each and every allegation contained in Paragraph 1005.

1006. Ford denies each and every allegation contained in Paragraph 1006.

1007. Ford denies each and every allegation contained in Paragraph 1007.

1008. Ford denies each and every allegation contained in Paragraph 1008.

1009. Ford denies each and every allegation contained in Paragraph 1009.

1010. Ford denies each and every allegation contained in Paragraph 1010.

1011. Ford denies each and every allegation contained in Paragraph 1011.

1012. Ford denies each and every allegation contained in Paragraph 1012.

O. Claims Brought on Behalf of the Texas Class

**COUNT I
VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT
(TEX. BUS. & COM. CODE § 17.41, *ET SEQ.*)**

1013. Ford reasserts its answers to Paragraphs 1 through 1012.

1014. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Texas Class.

1015. Ford admits that Ford and Plaintiffs are each a “person” as defined in Tex. Bus. & Com. Code § 17.45(3). Ford further admits that the Class Vehicles are “goods” as defined in Tex.

1 Bus. & Com. Code § 17.45(1). Ford further admits that it has engaged in “trade” and
 2 “commerce” as defined in Tex. Bus. & Com. Code § 17.45(6). Ford is without information
 3 sufficient to form a belief as to the truth of the allegation that Plaintiffs and the other putative
 4 Texas Class members are “consumers” as defined in Tex. Bus. & Com. Code § 17.45(4), and on
 5 that basis denies those allegations. Ford denies each and every other allegation contained in
 6 Paragraph 1015.

7 1016. Ford denies each and every allegation contained in Paragraph 1016.

8 1017. Ford denies each and every allegation contained in Paragraph 1017.

9 1018. Ford denies each and every allegation contained in Paragraph 1018.

10 1019. Ford denies each and every allegation contained in Paragraph 1019.

11 1020. Ford denies each and every allegation contained in Paragraph 1020, including its
 12 subparts.

13 1021. Ford denies each and every allegation contained in Paragraph 1021.

14 1022. Ford denies each and every allegation contained in Paragraph 1022.

15 1023. Ford denies each and every allegation contained in Paragraph 1023.

16 1024. Ford denies each and every allegation contained in Paragraph 1024.

17 1025. Ford is without information sufficient to form a belief as to the truth of the
 18 allegation that Plaintiffs will send a copy of the FAC to the Texas Consumer Protection Division,
 19 and on that basis denies those allegations. Ford denies each and every other allegation contained
 20 in Paragraph 1025.

21 1026. Ford denies each and every allegation contained in Paragraph 1026.

22 1027. Ford denies each and every allegation contained in Paragraph 1027.

23 **COUNT II**
 24 **BREACH OF EXPRESS WARRANTY**
(TEX. BUS. & COM. CODE § 2.313)

25 1028. Ford avers that the allegations contained in Paragraph 1028 were dismissed by
 26 Judge Chen’s May 30, 2014 Order, and as such require no response.

27 1029. Ford avers that the allegations contained in Paragraph 1029 were dismissed by
 28 Judge Chen’s May 30, 2014 Order, and as such require no response.

1 1030. Ford avers that the allegations contained in Paragraph 1030 were dismissed by
2 Judge Chen's May 30, 2014 Order, and as such require no response.

3 1031. Ford avers that the allegations contained in Paragraph 1031 were dismissed by
4 Judge Chen's May 30, 2014 Order, and as such require no response.

5 1032. Ford avers that the allegations contained in Paragraph 1032 were dismissed by
6 Judge Chen's May 30, 2014 Order, and as such require no response.

7 1033. Ford avers that the allegations contained in Paragraph 1033 were dismissed by
8 Judge Chen's May 30, 2014 Order, and as such require no response.

9 1034. Ford avers that the allegations contained in Paragraph 1034 were dismissed by
10 Judge Chen's May 30, 2014 Order, and as such require no response.

11 1035. Ford avers that the allegations contained in Paragraph 1035 were dismissed by
12 Judge Chen's May 30, 2014 Order, and as such require no response.

13 1036. Ford avers that the allegations contained in Paragraph 1036 were dismissed by
14 Judge Chen's May 30, 2014 Order, and as such require no response.

15 1037. Ford avers that the allegations contained in Paragraph 1037 were dismissed by
16 Judge Chen's May 30, 2014 Order, and as such require no response.

17 1038. Ford avers that the allegations contained in Paragraph 1038 were dismissed by
18 Judge Chen's May 30, 2014 Order, and as such require no response.

19 1039. Ford avers that the allegations contained in Paragraph 1039 were dismissed by
20 Judge Chen's May 30, 2014 Order, and as such require no response.

21 1040. Ford avers that the allegations contained in Paragraph 1040 were dismissed by
22 Judge Chen's May 30, 2014 Order, and as such require no response.

23 1041. Ford avers that the allegations contained in Paragraph 1041 were dismissed by
24 Judge Chen's May 30, 2014 Order, and as such require no response.

25 1042. Ford avers that the allegations contained in Paragraph 1042 were dismissed by
26 Judge Chen's May 30, 2014 Order, and as such require no response.

27 1043. Ford avers that the allegations contained in Paragraph 1043 were dismissed by
28 Judge Chen's May 30, 2014 Order, and as such require no response.

COUNT III
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(TEX. BUS. & COM. CODE § 2.314)

1044. Ford avers that the allegations contained in Paragraph 1044 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

1045. Ford avers that the allegations contained in Paragraph 1045 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

1046. Ford avers that the allegations contained in Paragraph 1046 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

1047. Ford avers that the allegations contained in Paragraph 1047 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

1048. Ford avers that the allegations contained in Paragraph 1048 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

1049. Ford avers that the allegations contained in Paragraph 1049 were dismissed by Judge Chen's May 30, 2014 Order, and as such require no response.

COUNT IV
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON TEXAS LAW)

1050. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 1052. Because Judge Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford reasserts its answers to Paragraphs 1 through 1049.

1051. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 1052. Because Judge Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Texas Class.

1052. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited

remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 1052. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 1052.

1053. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 1052. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford denies each and every allegation contained in Paragraph 1053.

**COUNT V
FRAUD BY CONCEALMENT
(BASED ON TEXAS LAW)**

1054. Ford reasserts its answers to Paragraphs 1 through 1053.

1055. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Texas Class.

1056. Ford denies each and every allegation contained in Paragraph 1056.

1057. Ford denies each and every allegation contained in Paragraph 1057.

1058. Ford denies each and every allegation contained in Paragraph 1058.

1059. Ford denies each and every allegation contained in Paragraph 1059.

1060. Ford denies each and every allegation contained in Paragraph 1060.

1061. Ford denies each and every allegation contained in Paragraph 1061.

1062. Ford denies each and every allegation contained in Paragraph 1062.

1063. Ford denies each and every allegation contained in Paragraph 1063.

P. Claims Brought on Behalf of the Virginia Class

**COUNT I
VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT
(VA. CODE ANN. §§ 59.1-196, *ET SEQ.*)**

1064. Ford reasserts its answers to Paragraphs 1 through 1063.

1065. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Virginia Class.

1066. Ford denies each and every allegation contained in Paragraph 1066.

1067. Ford denies each and every allegation contained in Paragraph 1067.

1068. Ford denies each and every allegation contained in Paragraph 1068.

1069. Ford denies each and every allegation contained in Paragraph 1069.

1070. Ford denies each and every allegation contained in Paragraph 1070.

1071. Ford denies each and every allegation contained in Paragraph 1071.

1072. Ford denies each and every allegation contained in Paragraph 1072.

COUNT II
BREACH OF EXPRESS WARRANTY
(VA. CODE ANN. § 8.2-313)

1073. Ford reasserts its answers to Paragraphs 1 through 1072.

1074. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Virginia Class.

1075. Ford admits that it is a merchant with respect to motor vehicles within the meaning of Va. Code Ann. § 8.2-104(1).

1076. Ford denies each and every allegation contained in Paragraph 1076, except Ford admits that Paragraph 1076 accurately quotes a portion of its New Vehicle Limited Warranty.

1077. Ford denies each and every allegation contained in Paragraph 1077.

1078. Ford denies each and every allegation contained in Paragraph 1078.

1079. Ford denies each and every allegation contained in Paragraph 1079.

1080. Ford denies each and every allegation contained in Paragraph 1080.

1081. Ford denies each and every allegation contained in Paragraph 1081.

1082. Ford denies each and every allegation contained in Paragraph 1082.

1083. Ford denies each and every allegation contained in Paragraph 1083.

1084. Ford denies each and every allegation contained in Paragraph 1084.

1085. Ford denies each and every allegation contained in Paragraph 1085.

1086. Ford admits, based on information and belief, that Paragraph 1086 identifies additional and/or alternative remedies asserted by Plaintiffs. Ford denies that they are entitled to such remedies.

1087. Ford denies each and every allegation contained in Paragraph 1087.

1088. Ford denies each and every allegation contained in Paragraph 1088.

COUNT III
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(VA. CODE ANN. § 8.2-314)

1089. Ford reasserts its answers to Paragraphs 1 through 1088.

1090. Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Virginia Class.

1091. Ford admits that it is a merchant with respect to motor vehicles within the meaning of Va. Code Ann. § 8.2-104(1).

1092. Ford denies each and every allegation contained in Paragraph 1092.

1093. Ford denies each and every allegation contained in Paragraph 1093.

1094. Ford denies each and every allegation contained in Paragraph 1094.

1095. Ford denies each and every allegation contained in Paragraph 1095.

COUNT IV
BREACH OF CONTRACT/COMMON LAW WARRANTY
(BASED ON VIRGINIA LAW)

1096. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 1098. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford reasserts its answers to Paragraphs 1 through 1095.

1097. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 1098. Because Judge Chen’s May 30, 2014 Order did not find that Ford’s limited remedies were not warranties under the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer is required, Ford admits, based on information and belief, that Plaintiffs seek to bring this Count on behalf of a putative Virginia Class.

1098. Plaintiffs plead this Count only in the alternative “to the extent Ford’s limited remedies are deemed not to be warranties” under the U.C.C. *See* FAC ¶ 1098. Because Judge

1 Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under
 2 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
 3 is required, Ford denies each and every allegation contained in Paragraph 1098.

4 1099. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited
 5 remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 1098. Because Judge
 6 Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under
 7 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
 8 is required, Ford denies each and every allegation contained in Paragraph 1099.

9 1100. Plaintiffs plead this Count only in the alternative "to the extent Ford's limited
 10 remedies are deemed not to be warranties" under the U.C.C. *See* FAC ¶ 1098. Because Judge
 11 Chen's May 30, 2014 Order did not find that Ford's limited remedies were not warranties under
 12 the U.C.C., this Count is no longer operative and Ford need not respond. To the extent an answer
 13 is required, Ford denies each and every allegation contained in Paragraph 1100.

14 **COUNT V**
 15 **FRAUDULENT CONCEALMENT**
 16 **(BASED ON VIRGINIA LAW)**

17 1101. Ford reasserts its answers to Paragraphs 1 through 1100.

18 1102. Ford admits, based on information and belief, that Plaintiffs seek to bring this
 19 Count on behalf of a putative Virginia Class.

20 1103. Ford denies each and every allegation contained in Paragraph 1103.

21 1104. Ford denies each and every allegation contained in Paragraph 1104.

22 1105. Ford denies each and every allegation contained in Paragraph 1105.

23 1106. Ford denies each and every allegation contained in Paragraph 1106.

24 1107. Ford denies each and every allegation contained in Paragraph 1107.

25 1108. Ford denies each and every allegation contained in Paragraph 1108.

26 1109. Ford denies each and every allegation contained in Paragraph 1109.

27 1110. Ford denies each and every allegation contained in Paragraph 1110.

28 1111. Ford denies each and every allegation contained in Paragraph 1111.

1112. Ford denies each and every allegation contained in Paragraph 1112.

REQUEST FOR RELIEF

Ford admits, based on information and belief, that Page 197 of the First Amended Class Action Complaint identifies 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 1112, as set forth above. Ford, not being fully advised of all the circumstances surrounding the allegations set forth in Plaintiffs' First Amended Class Action Complaint, 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' First Amended Class Action Complaint fails to state a claim against Ford upon which relief can be granted.

2. The claims of Plaintiffs and members of the putative classes, in whole or in part, may not be adjudicated in this Court because venue is improper as to all Plaintiffs and putative class members who did not purchase or lease their Class Vehicle in this District or did not do so based on (allegedly wrongful) actions by Ford in this District.

3. The claims of Plaintiffs and members of the putative classes are barred by the terms of the applicable limited warranties sold with their vehicles.

4. The warranty claims of Plaintiffs and members of the putative classes are barred because the terms of the applicable limited warranties sold with their vehicles expressly disclaimed all other warranties, including any implied warranties.

5. 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.*

6. 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.

1 7. The claims of Plaintiffs and members of the putative classes are barred, in whole
2 or in part, by the equitable doctrine of unclean hands and similar rules requiring Plaintiffs to do
3 equity to obtain relief.

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

7 9. Certain claims of certain Plaintiffs and members of the putative classes, including,
8 but not limited to, the fraudulent concealment claims brought by Plaintiffs Battle, Avedisian, and
9 Connell; the Iowa Consumer Fraud Act claim brought by Plaintiff Mitchell; the claims under
10 New York General Business Law § 349 and New York General Business Law § 350 brought by
11 Plaintiff Purcell; the Texas Deceptive Trade Practices Act claim brought by Plaintiff Rodriguez;
12 and the claim under the Virginia Consumer Protection Act brought by Plaintiff Connell, are
13 barred, in whole or in part, by the applicable statutes of limitations.

14 10. The claims of Plaintiffs and members of the putative classes, including, but not
15 limited to Plaintiff Makowski, who have previously resolved claims against Ford regarding the
16 MyFord Touch system, are barred by the doctrines of *res judicata*, collateral estoppel, and/or
17 other similar doctrines.

18 11. The claims of Plaintiffs and members of the putative classes are barred, in whole
19 or in part, by release as to those claims.

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

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

25 14. The claims of Plaintiffs and members of the putative classes are barred, in whole
26 or in part, by the Due Process Clauses of the Constitution of the United States and the
27 constitutions of the various states under whose laws Plaintiffs bring their claims.

28 15. The claims of Plaintiffs and members of the putative classes are barred, in whole

1 or in part, if they have failed to give timely and sufficient notice of breach or of other
2 noncompliance, as is required by relevant statutes, customs, or legal principles.

3 16. The claims of Plaintiffs and members of the putative classes may be barred, in
4 whole or in part, from recovery due to the intervening negligence or intentional actions or non-
5 actions of another party.

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

9 18. The claims of Plaintiffs and members of the putative classes are barred, in whole
10 or in part, if the alleged problems in their vehicles involved an intervening cause or were
11 attributable, in whole or in part, to a cause other than the purported vehicle defects alleged by the
12 First Amended Class Action Complaint.

13 19. The claims of Plaintiffs and members of the putative classes are barred, in whole
14 or in part, if they have made statements or taken actions which estop them from asserting their
15 claims.

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

18 21. Certain claims of certain Plaintiffs and members of the putative classes, including,
19 but not limited to, the Massachusetts Consumer Protection Act claim brought by Plaintiff Creed,
20 are barred, in whole or in part, because they failed to comply with the pre-litigation notice and
21 demand requirements of certain statutes under which they have asserted claims.

22 22. Any recovery for the claim for violations of the Massachusetts Consumer
23 Protection Act, Mass. Gen. Laws ch. 93A, brought by Plaintiff Creed and members of the
24 putative classes is limited to the relief tendered by Ford in its written tender of settlement
25 pursuant to Mass. Gen. Laws ch. 93A § 9(3).

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

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

4 25. Imposition of punitive damages against Ford in this case would violate the
5 Contracts Clause, Article I, Section 10 of the United States Constitution, because an award of
6 punitive damages would impair the contractual obligations of any contracts involving the
7 Plaintiffs or others claimed to be members of the purported class and Ford.

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

11 27. Plaintiffs' claims may be subject to contractual provisions that require the claims
12 asserted herein to be resolved through arbitration.

13 28. The First Amended Class Action Complaint fails to describe the claims asserted
14 against Ford with sufficient particularity to permit Ford to ascertain what other defenses may
15 exist. Ford therefore reserves the right to assert all defenses which may pertain to the First
16 Amended Class Action Complaint once the precise nature of such claims has been ascertained.

17 WHEREFORE, Ford prays that the Court determine and adjudge:

- 18 a. That this suit cannot be maintained as a class action;
19 b. That Plaintiffs' First Amended Class Action Complaint be dismissed on the
20 merits;
21 c. That Plaintiffs take nothing by the First Amended Class Action Complaint;
22 d. That Ford be awarded its costs, disbursements, and attorneys' fees and
23 expenses incurred herein; and
24 e. That Ford be awarded such other and further relief as the Court may deem
25 proper.
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Dated: July 18, 2014

O'MELVENY & MYERS LLP

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

Attorneys for Defendant Ford Motor Company

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JURY DEMAND

Ford demands trial by jury on all issues so triable.

Dated: July 18, 2014

O'MELVENY & MYERS LLP

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

Attorneys for Defendant Ford Motor Company