

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

Case No. 1:17-cv-21087-FAM

GEORGE TERSHAKOVEC, <i>et al.</i> , individually and on behalf of all others similarly situated,  Plaintiffs,  v.  FORD MOTOR COMPANY,  Defendant.
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**FORD MOTOR COMPANY’S ANSWER TO PLAINTIFF’S SECOND AMENDED  
CLASS ACTION COMPLAINT, JURY DEMAND AND AFFIRMATIVE DEFENSES**

For its Answer to Plaintiff’s Second Amended Class Action Complaint, Defendant Ford Motor Company (“Ford”) states as follows:

**I. INTRODUCTION**

1. Ford admits that it referred to the 2016 Shelby GT350 as “track-ready” in the showroom brochure and stated in marketing materials that 2016 Shelby GT350 vehicles are capable of being driven on a track. Ford denies that it represented to customers that all models or trim packages of the 2016 Shelby GT350 were equally “track-ready” or “all-day track cars.” Ford admits the Base and Technology versions of the 2016 Shelby GT350 vehicles (“Subject Vehicles”) have a feature where a reduction in power and RPMs may occur to protect the powertrain when the powertrain comes close to overheating. Plaintiffs call this feature “limp mode” and thus Ford will refer to this feature as “limp mode” in this Answer. Ford denies that this feature creates dangerous conditions. Ford incorporates the preceding three sentences by reference to all paragraphs that include allegations regarding “limp mode.” Ford denies that the

“limp mode” feature in the Subject Vehicles is a defect. Ford incorporates the preceding sentence by reference to all paragraphs that include allegations regarding a “defect.” Ford denies the remaining allegations in this paragraph.

2. Ford admits that it has a duty to ensure that its vehicles do not present an unreasonable risk to motor vehicle safety and that it has an obligation to comply with the terms of its warranty. Ford denies the remaining allegations in this paragraph.

3. Ford admits that the original Shelby, named after Carroll Shelby, was introduced in 1965 and established Mustang’s performance credentials. Ford admits that the Shelby GT350 introduced in 2014 was marketed as capable of being driven on a track. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

4. Ford admits that it represented that the 2016 Shelby GT350 is “track-ready.” Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

5. Ford admits that it referred to the 2016 Shelby GT350 as “track-ready” in the showroom brochure and stated in marketing materials that 2016 Shelby GT350 vehicles are capable of being driven on a track. Ford denies the remaining allegations in this paragraph.

6. Ford admits that the Base and Technology versions of the 2016 Shelby GT350 were not equipped with transmission and differential coolers and that such coolers would reduce the potential for the vehicle to overheat. Ford denies the remaining allegations in this paragraph.

7. Ford admits that it has received comments from customers regarding the “limp mode” feature of the Subject Vehicles but denies that this feature is a safety risk. Ford is without

knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

8. Ford admits that all 2017 Shelby GT350 vehicles are equipped with transmission and rear differential coolers. Ford admits that the New Vehicle Limited Warranty for the Subject Vehicles states, in relevant part, that “[a]ftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.” Ford denies the remaining allegations in this paragraph.

9. Ford admits only that it issued a New Vehicle Limited Warranty for the Subject Vehicles, which explains the warranty coverages that apply to those vehicles, and which states, in relevant part, that [a]ftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.” Ford denies the remaining allegations in this paragraph.

10. Ford admits only that Plaintiffs bring this action for damages and other equitable relief against Ford on behalf of a proposed class. Ford denies that certification of any class is appropriate. Ford denies that the definition of the proposed class in this paragraph is the appropriate definition. Ford denies that Plaintiffs’ claims have merit.

## **II. JURISDICTION**

11. Ford admits that Plaintiffs purport to bring this action on behalf of a proposed class, but denies that certification of any class is appropriate. Ford admits that Plaintiffs seek

relief that exceeds the sum or value of \$5,000,000 but denies that Plaintiffs or the purported class are entitled to such relief. Ford admits the remaining allegations in this paragraph.

### **III. VENUE**

12. Ford admits that venue is proper in this Court, that it distributes vehicles to independent Ford dealerships including dealers located in this district, that it advertises the vehicles it manufactures, and admits that it markets the vehicles it manufactures. Ford denies the remaining allegations of this paragraph.

### **IV. PARTIES**

13. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

14. Ford admits only that in February 2016, the Tershakovec Plaintiffs purchased a 2016 Shelby Mustang with the Technology Package from Maxwell Ford, an independent dealership located in Texas. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

15. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

16. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

17. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with

MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

18. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

19. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that the Tershakovec plaintiffs would not have purchased their Shelby but for their alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

20. Ford admits only that in February 2016 the Tershakovec Plaintiffs received the Shelby they purchased from Maxwell Ford, an independent dealership located in Texas. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford denies that limp mode feature presents an unreasonable risk to motor vehicle safety. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

21. Ford admits that its records for the Tershakovec Plaintiff's vehicle indicate that Mr. Tershakovec contacted Ford to inform it of his concerns regarding his vehicle. Ford is

without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

22. Ford denies that the Subject Vehicles have a diminished resale value and denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

23. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use and denies that the Subject Vehicles have an overheating issue. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

24. Ford admits that the Tershakovec's Shelby was covered by a New Vehicle Limited Warranty at the time they purchased it and that the New Vehicle Limited Warranty states that "[a]ftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

25. Ford denies the allegations in this paragraph.

26. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

27. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

28. Ford denies the allegations in this paragraph.

**b. John Aubrey**

29. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

30. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

31. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

32. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

33. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

34. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or

information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

35. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Aubrey would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

36. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

37. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

38. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

39. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

40. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

41. Ford denies the allegations in this paragraph.

42. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

43. Ford denies that the Subject Vehicles are unsafe and denies that they cannot be used for their intended purposes. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

44. Ford admits that Plaintiff Aubrey's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

45. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

46. Ford denies the allegations in this paragraph.

**c. Byron Harper**

47. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

48. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

49. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

50. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

51. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

52. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

53. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Harper would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

54. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford denies that limp mode feature presents an unreasonable risk to motor vehicle safety. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

55. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

56. Ford denies the allegations in this paragraph.

57. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

58. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

59. Ford admits that Plaintiff Harper's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

60. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

61. Ford denies the allegations in this paragraph.

**d. Richard Kowalchik**

62. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

63. Ford admits only that, in January 2016, Plaintiff Kowalchik purchased a 2016 Shelby Mustang with the Technology Package from Paradise Ford, an independent dealership located in Florida. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

64. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

65. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

66. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

67. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

68. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Kowalchik would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

69. Ford admits only that, in January 2016, Plaintiff Kowalchik received the Shelby he purchased from Paradise Ford, an independent dealership located in Florida. Ford admits that all 2017 Shelby GT 350 vehicles have transmission and differential coolers. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

70. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

71. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

72. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

73. Ford denies the allegations in this paragraph.

74. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

75. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

76. Ford denies the allegations in this paragraph.

**2. California Plaintiffs**

**a. Ernesto Larios and Shaunti Yanik-Larios**

77. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

78. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

79. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

80. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

81. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

82. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or

information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

83. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that the Larios Plaintiffs would not have purchased their Shelby but for their alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

84. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

85. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

86. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

87. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use and denies that the Subject Vehicles have an overheating issue. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

88. Ford denies that limp mode feature in the Subject Vehicles negatively effects the market value of the Larios Plaintiffs' vehicle. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

89. Ford admits that the Larios Plaintiffs' Shelby was covered by a New Vehicle Limited Warranty at the time they purchased it and that the New Vehicle Limited Warranty

states that “aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.” Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

90. Ford denies the allegations in this paragraph.

91. Ford denies that the Subject Vehicles’ powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

92. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

93. Ford denies the allegations in this paragraph.

**b. Jacques Rimokh**

94. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

95. Ford admits only that, in December 2015, Plaintiff Rimokh purchased a 2016 Shelby Mustang with the Technology Package from Saginaw Valley Ford, an independent dealership located in Michigan. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

96. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

97. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

98. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

99. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

100. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Rimokh would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

101. Ford admits only that, in December 2015, Plaintiff Rimokh received the Shelby he purchased from Saginaw Valley Ford, an independent dealership located in Michigan. Ford is

without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

102. Ford admits only that its records for Plaintiff Rimokh's vehicle indicate that Plaintiff Rimokh contacted Ford to inform it of concerns regarding his vehicle but Ford denies that those concerns were related to Plaintiffs' alleged limp mode defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

103. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

104. Ford admits that Plaintiff Rimokh's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "[a]ftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

105. Ford denies the allegations in this paragraph.

106. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

107. Ford denies that the Subject Vehicles are unsafe and denies that they cannot be used for their intended purposes. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

108. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

109. Ford denies the allegations in this paragraph.

**3. Illinois Plaintiffs**

**a. Mark Hochsprung**

110. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

111. Ford admits only that, in February 2016, Plaintiff Hochsprung purchased a 2016 Shelby Mustang with the Base Package from Warrensburg Ford, an independent dealership located in Missouri. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

112. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

113. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

114. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with

MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

115. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

116. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Hochsprung would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

117. Ford denies that Plaintiff Hochsprung received his Shelby in January 2016 because he purchased it from Warrensburg Ford in February 2016. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford denies that limp mode feature presents an unreasonable risk to motor vehicle safety. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

118. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

119. Ford admits that Plaintiff Hochsprung's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

120. Ford denies the allegations in this paragraph.

121. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

122. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

123. Ford denies the allegations in this paragraph.

**b. Frank Porter**

124. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

125. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

126. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

127. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

128. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

129. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

130. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Porter would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

131. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

132. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

133. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

134. Ford admits that Plaintiff Porter's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

135. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

136. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

137. Ford denies the allegations in this paragraph.

**4. Missouri Plaintiff**

**a. Greg Roberts**

138. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

139. Ford admits only that, in September 2016, Plaintiff Roberts purchased a 2016 Shelby Mustang with the Technology Package from Friendly Ford, an independent dealership located in Missouri. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

140. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

141. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

142. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

143. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

144. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Roberts would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

145. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

146. Ford admits that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

147. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

148. Ford admits that Plaintiff Roberts' Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part)

is not covered.” Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

149. Ford denies the allegations in this paragraph.

150. Ford denies that the Subject Vehicles’ powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

151. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

152. Ford denies the allegations in this paragraph.

**5. New Jersey Plaintiff**

**a. Wayne Linn**

153. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

154. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

155. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

156. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

157. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford

also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

158. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

159. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Linn would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

160. Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies that it presents an unreasonable risk to motor vehicle safety. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

161. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

162. Ford admits that Plaintiff Linn's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

163. Ford denies the allegations in this paragraph.

164. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

165. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

166. Ford denies the allegations in this paragraph.

## **6. New York Plaintiffs**

### **a. Stephen and Jill Kelly**

167. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

168. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

169. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

170. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

171. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

172. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

173. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that the Kelly plaintiffs would not have purchased their Shelby but for their alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

174. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

175. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

176. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use and denies that the Subject Vehicles have an overheating issue. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

177. Ford admits that the Kelly Plaintiffs' Shelby was covered by a New Vehicle Limited Warranty at the time they purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

178. Ford denies the allegations in this paragraph.

179. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

180. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

181. Ford denies the allegations in this paragraph.

**7. Oregon Plaintiff**

**a. Josh Long**

182. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

183. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

184. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

185. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

186. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

187. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

188. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Long would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

189. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

190. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

191. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

192. Ford admits that Plaintiff Long's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

193. Ford denies the allegations in this paragraph.

194. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

195. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

196. Ford denies the allegations in this paragraph.

**8. Pennsylvania Plaintiff**

**a. Jose Cruz**

197. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

198. Ford admits only that, in April 2016, Plaintiff Cruz purchased a 2016 Shelby Mustang with the Technology Package from Phil's Ford of Port Jervis, an independent dealership located in New York. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

199. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

200. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

201. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

202. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

203. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Cruz would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

204. Ford admits only that in April 2016 Plaintiff Cruz received the Shelby he purchased from Phil's Ford of Port Jervis, an independent dealership located in New York. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

205. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

206. Ford admits only that its records for Plaintiff Cruz's vehicle indicate that Plaintiff Cruz contacted Ford to inform it of concerns regarding his vehicle but Ford denies that those concerns were related to Plaintiffs' alleged defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

207. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

208. Ford admits that Plaintiff Cruz's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

209. Ford denies the allegations in this paragraph.

210. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

211. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

212. Ford denies the allegations in this paragraph.

**9. Tennessee Plaintiff**

**a. Attila Gondan**

213. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

214. Ford admits only that, in April 2016, Plaintiff Gondan purchased a 2016 Shelby Mustang with the Technology Package from Landers Ford, an independent dealership located in

Tennessee. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

215. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

216. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

217. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

218. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

219. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Gondan would not have purchased his Shelby but for his alleged reliance on Ford's alleged

misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

220. Ford admits only that in April 2016 Plaintiff Gondan received the Shelby he purchased from Landers Ford, an independent dealership located in Tennessee. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

221. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

222. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

223. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

224. Ford admits that Plaintiff Gondan's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

225. Ford denies the allegations in this paragraph.

226. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

227. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

228. Ford denies the allegations in this paragraph.

**10. Texas Plaintiffs**

**a. Herbert Alley**

229. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

230. Ford admits only that in February 2016, Plaintiff Alley purchased a 2016 Shelby Mustang with the Technology Package from Spikes Ford, an independent dealership located in Texas. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

231. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

232. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

233. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

234. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

235. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Alley would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

236. Ford admits only that in February 2016 Plaintiff Alley received the Shelby he purchased from Spikes Ford, an independent dealership located in Texas. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford denies that limp mode feature presents an unreasonable risk to motor vehicle safety. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

237. Ford admits only that its records for Plaintiff Alley's vehicle indicate that Plaintiff Alley contacted Ford to inform it of concerns regarding his vehicle but Ford denies that those concerns were related to the alleged defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

238. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

239. Ford admits that Plaintiff Alley's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

240. Ford denies the allegations in this paragraph.

241. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

242. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

243. Ford denies the allegations in this paragraph.

**b. Eric Kamperman**

244. Ford is without knowledge or information sufficient to form a belief as to the truth of the

245. Ford admits only that in December 2015 Plaintiff Kamperman purchased a 2016 Shelby Mustang with the Technology Package from Town East Ford, an independent dealership located in Texas. Ford denies that it made any misrepresentations or actionable omissions

regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

246. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

247. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

248. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

249. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

250. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Kamperman would not have purchased his Shelby but for his alleged reliance on Ford's alleged

misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

251. Ford admits only that in December 2015 Plaintiff Kamperman received the Shelby he purchased from Town East Ford, an independent dealership located in Texas. Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies that limp mode feature presents an unreasonable risk to motor vehicle safety. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

252. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

253. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

254. Ford denies the allegations in this paragraph.

255. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

256. Ford admits that Plaintiff Kamperman's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified

emissions part) is not covered.” Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

257. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

258. Ford denies the allegations in this paragraph.

**c. Travis McRae**

259. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

260. Ford admits only that, in February 2016, Plaintiff McRae purchased a 2016 Shelby Mustang with the Technology Package from Ken Stoepel Ford, an independent dealership located in Texas. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

261. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

262. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

263. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

264. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

265. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff McRae would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

266. Ford admits only that, in February 2016, Plaintiff McRae received the Shelby he purchased from Ken Stoepel Ford, an independent dealership located in Texas. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

267. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

268. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford admits that the New Vehicle Limited Warranty that covers the Subject Vehicles states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused

to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.” Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

269. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

270. Ford admits that Plaintiff McRae’s Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that “aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.” Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

271. Ford denies the allegations in this paragraph.

272. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

273. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

274. Ford denies the allegations in this paragraph.

**d. Todd Newton**

275. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

276. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

277. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

278. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

279. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

280. Ford denies that it expects all dealerships to pass on to consumers all the information in the materials Ford provides to dealerships. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

281. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or

information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

282. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Newton would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

283. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

284. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

285. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

286. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

287. Ford admits that Plaintiff Newton's Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified

emissions part) is not covered.” Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

288. Ford denies the allegations in this paragraph.

289. Ford denies that the Subject Vehicles’ powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

290. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

291. Ford denies the allegations in this paragraph.

## **11. Washington Plaintiff**

### **a. Eric Evans**

292. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

293. Ford admits only that, in February 2016, Plaintiff Evans purchased a 2016 Shelby Mustang with the Technology Package from West Hills Ford, an independent dealership located in Washington. Ford denies that it made any misrepresentations or actionable omissions regarding the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

294. Ford is without knowledge or information sufficient to form a belief as to the truth of the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

295. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

296. Ford admits that the 2016 Shelby GT350 with the Base or Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

297. Ford admits only that it produced and distributed uniform materials to independent Ford dealerships with the expectation that this information would be passed onto customers. Ford denies that it expects all dealerships to pass on to all consumers all the information in the materials Ford provided. Ford also denies that authorized Ford dealership employees, including salespeople, are Ford employees. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

298. Ford denies that the Subject Vehicles' powertrain system is defective, that the Subject Vehicles are unsafe for driving on public roadways or the track, and that Plaintiff Evans would not have purchased his Shelby but for his alleged reliance on Ford's alleged misrepresentations and omissions. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

299. Ford admits only that in February 2016 Plaintiff Evans received the Shelby he purchased from West Hills Ford, an independent dealership located in Washington. Ford denies that the limp mode feature in the Subject Vehicles is a defect Ford denies that limp mode feature presents an unreasonable risk to motor vehicle safety. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

300. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

301. Ford denies that the Subject Vehicles are unsafe to drive on public roadways or during occasional track use. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

302. Ford admits that Plaintiff Evans' Shelby was covered by a New Vehicle Limited Warranty at the time he purchased it and that the New Vehicle Limited Warranty states that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

303. Ford denies the allegations in this paragraph.

304. Ford denies that the Subject Vehicles' powertrain system is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

305. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

306. Ford denies the allegations in this paragraph.

**B. Defendant**

307. Ford admits that it is incorporated in Delaware, and that its principal place of business is located in Dearborn, Michigan. Ford further admits that it designs and manufactures Shelby GT350 vehicles and that such vehicles are covered by a New Vehicle Limited Warranty.

Ford further admits that it sells vehicles to independent dealerships in all 50 states, but denies that it generally sells vehicles directly to consumers. Ford admits that it produced and distributed marketing materials to independent Ford dealerships with the expectation that certain information would be passed onto potential purchasers. Ford also admits that it created and disseminated owners' manuals, supplements to the owners' manuals, and warranty guides relating to the Subject Vehicles. Ford denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

## **V. FACTUAL ALLEGATIONS**

### **A. Track Enthusiasts Share a Passion for Testing Their High-Performance Vehicles on Closed Tracks**

308. Ford admits only that for some customers, the intention of using a vehicle on a race track is one of many factors that such customers considers when purchasing a vehicle. Ford admits that it stated in some marketing materials that the 2016 Shelby GT350 is "track-ready." Ford admits that paragraph 308 accurately quotes Raj Nair, a former Ford Executive Vice President and President, North America. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

### **B. Specialized Race Tracks and Track Days Create Safe Conditions for Track Enthusiasts to Pursue Their Passion**

309. Ford admits that it sponsors two events: (1) the North American GT350 Track Tour, which visited eight race tracks across the United States during the 2015-2016 calendar years; and (2) the Shelby GT350 Track Attack, conducted by the Ford Performance racing school at the Motorsports campus in Utah. As to (1)—the Track Tour—Ford promotes the event to a broad audience irrespective of whether they are an owner of a Shelby GT350. As to (2)—

the Track Attack—the audience is limited to original owners of a Shelby GT350. Attendees of the Track Attack do not bring their own vehicles, they instead drive vehicles provided by the school. The purpose of the Track Attack event at the school is to provide an instructional class to original Shelby GT350 owners. Ford admits that HPDE—or High Performance Driving Events—are a generic industry term, and that such events generally follow the rules alleged in paragraph 309. Ford does not sponsor or host HPDE events. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

310. Ford incorporates by reference herein its response to paragraph 309. Ford admits that vehicle safety is a priority at the Ford track events described in its response to paragraph 309. Ford admits that there are speed and distance rules which are monitored at those events. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

**C. Track-Ready Vehicles Operate Under Extreme Conditions and Must Meet Certain Basic Safety Features to Operate on a Race Track**

311. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

**1. Transmission Systems in Track-Ready Vehicles**

312. Ford denies the allegations in this paragraph.

313. Ford denies that limp mode unexpectedly occurs. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

**2. Differentials in Track-Ready Vehicles**

314. Ford admits the first sentence in this paragraph. Ford denies the remaining allegations in this paragraph.

315. Ford denies that limp mode unexpectedly occurs. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

**D. Ford Marketed the Shelby as a “Track Car,” as “Track Tuned,” and as “Track Oriented” Because It Knew “Track-Capability” Was Material to Prospective Consumers**

316. Ford admits that paragraph 316 contains an excerpt from a 2016 Ford Mustang brochure. Ford admits that it marketed the 2016 Shelby GT350 as being “track-ready.” Ford denies the remaining allegations in this paragraph.

317. Ford admits that it produced videos showing a Shelby GT350 on a racetrack.

318. Ford admits that it represented that the Shelby GT350 was track-ready. Ford admits that it issued a press release entitled “SHELBY GT350 MUSTANG: THE LEGEND RETURNS,” which contains much of the information in paragraph 318 absent the bolded emphasis, but Ford denies that paragraph 318 accurately quotes that article in its entirety because there is a missing paragraph and certain details such as the horsepower and torque peak details do not match Ford’s press release. Ford denies that it never distinguished the packages that were available for the Ford Shelby GT350 vehicle. Ford denies the remaining allegations in this paragraph.

**1. Press Kits Were Created by Ford to Entice Track Enthusiasts to Purchase Shelys**

319. Ford admits that it published press kits for the Shelby GT350 vehicles. Ford denies the remaining allegations in this paragraph.

320. Ford is without information or knowledge sufficient to form a belief as to truth of the allegations in this paragraph.

321. Ford admits that paragraph 321 accurately quotes from Ford's publication entitled "SHELBY GT350 MUSTANG: THE LEGEND RETURNS," absent the bolded emphasis. Ford is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations.

322. Ford admits that it issued statements regarding the 2016 Shelby GT350's ability to handle racetracks. Ford is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

323. Ford is without information or knowledge sufficient to form a belief as to the truth of the allegations in this paragraph

324. Ford admits that paragraph 324 accurately quotes from Ford's publication entitled "SHELBY GT350 MUSTANG: THE LEGEND RETURNS," absent the bolded emphasis. Ford is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

**2. Ford Sponsored Track Events to Demonstrate the Track-Readiness of Shelby Mustangs**

325. Ford incorporates by reference herein its response to paragraph 309. Answering further, Ford admits that it sponsored track events that promoted the 2016 Shelby GT350 to current owners of certain Mustang vehicles, dealers, media and competitive make owners. Ford also admits that the North American GT350 Track Tour visited several road courses throughout

the United States and offered invitees the opportunity to experience a ride in a 2016 Shelby GT350 vehicle. Ford is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

326. Ford admits that it invited all original owners of 2016 Shelby GT350 vehicles to participate in the GT350 Track Attack program. Ford admits that quoted material in paragraph 326 is accurate. Ford is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

327. Ford admits that it distributed questionnaires to all Track Attack participants asking if they drive their vehicle on the track, the purpose of which was to ascertain their experience level and then group them accordingly for the class. Ford admits that it marketed 2016 Shelby GT350 vehicles as being capable of track use. Ford denies the remaining allegations in this paragraph.

**3. Ford Executives and Key Ford Employees Promoted Shelbys as Track-Ready**

328. Ford states that the quote in the first bullet point is accurate except that the last line should say "...will love the Shelby GT350 Mustang." Ford admits that the quotes of Raj Nair, Brent Clark, and Jim Owens are accurate. Ford denies that none of the press releases alleged above, if produced in full, ever differentiated between the various trim levels of the Shelby GT350 vehicles, and Ford otherwise denies that it never differentiated the track capability of the different packages available for Shelby GT350 vehicles. Ford denies that the Shelby GT350 vehicles were unfit for race track use. Ford is without information or knowledge sufficient to form a basis as to the truth of the remaining allegations.

**4. Ford Represented to All Shelby Owners That the Base Model and Technology Package Shelbys Can “Certainly” Be Used on Race Tracks**

329. Ford admits that the Track Tips pamphlet was distributed to owners of Shelby GT350 vehicles. Ford is without information or knowledge sufficient to form a basis as to the truth of the remaining allegations.

330. Ford admits that the Base and Technology Package Shelby GT350 vehicles are equipped with electronic controls that, if required, reduces power and limits RPMs in order to control powertrain temperatures.” Ford denies the remaining allegations in this paragraph.

**E. Ford Knew That Less Than 30% of All Shelbys Produced Were Equipped with the Track Package, Yet It Promoted All Shelbys, Regardless of Trim Level, as Capable of Track Use**

331. Ford admits the allegations in this paragraph.

332. Ford denies that the Shelby GT350 was sold in only three trim levels. Ford admits that the 2016 Shelby GT350 vehicles with the Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode. Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with MagnaRide suspension. Ford admits that the MSRP to add the technology package to the Base model of the Shelby GT350 was \$7,500. Ford denies the remaining allegations in this paragraph.

333. Ford admits that the 2016 Shelby GT350 vehicles with the Technology package are capable of being driven on a track and are equipped with features designed for use on the track or to improve performance on the track such as TrackApps and Track drive mode Ford also admits that the 2016 Shelby GT350 with Technology package was equipped with

MagnaRide suspension. Ford admits that the 2016 Shelby GT350 with Technology package has the features alleged in this paragraph but denies Plaintiffs' characterization of those features.

334. Ford admits that the Manufacturer Suggested Retail Price of a 2016 Technology Package Shelby GT350 was approximately \$57,000. Ford denies the remaining allegations in this paragraph.

335. Ford admits that no 2016 Shelby GT350 vehicles were equipped with both the Technology and Track packages. Ford denies the remaining allegations in this paragraph.

**F. The Shelby Cannot Be Safely Driven on the Track Due to Design and Manufacturing Defects**

**1. The Nature of the Defects and Their Safety Consequences**

336. Ford denies that the ability for a vehicle to complete a Track Day or HPDE event is a material factor for all purchasers of the Subject Vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

337. Ford denies the allegations in this paragraph.

338. Ford admits only that the 2016 Shelby GT350 Base and Technology package models do not come equipped with transmission and differential coolers. Ford denies the remaining allegations in this paragraph.

339. Ford denies the allegations in this paragraph.

340. Ford denies the allegations in this paragraph.

341. Ford admits that Motor Authority issued an online article in March 2017 discussing this lawsuit. Ford also admits that that article includes a "Note to readers" that contains the quoted language this paragraph attributes to the article. Ford also admits that some

Plaintiffs allege they have experienced limp mode but Ford is without knowledge or information sufficient to form a belief as to the truth of those allegations. Ford denies that the Subject Vehicles have an overheating issue. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

342. Ford denies the allegations in this paragraph.

**2. The Economic Consequences Associated with the Defects**

343. Ford denies the allegations in this paragraph.

344. Ford denies that the Subject Vehicles' powertrain is defective. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

345. Ford denies the allegations in this paragraph.

346. Ford admits only that the Subject Vehicles' New Vehicle Limited Warranty states, that "aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered." Ford denies the remaining allegations in this paragraph.

347. Ford denies the allegations in this paragraph.

348. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations as to whether Plaintiffs used pre-paid track sessions. Ford denies the remaining allegations in this paragraph.

349. Ford denies that Plaintiffs and Class members suffered an economic loss based on the premiums they allegedly paid for their vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

357 3. Consumer Complaints Document the Scope of the Defects inherent in the Track-Ready powertrain defects in Shelbys

350. Ford denies the allegations in this paragraph.

**G. Ford Was Aware of the Defects inherent in the 2016 Shelby Mustangs While Promoting Them as Track-Ready**

**1. Ford Concealed That the “Technology Package” Shelbys Were Not Track-Ready**

351. Ford admits only that it tested 2016 Shelby GT 350 vehicles on the track prior to selling the vehicles, that they are track ready and that it represented that the Shelby GT350R Mustang was the most track-capable production-level Mustang. Ford denies that the Subject Vehicles’ powertrain is defective, that the Subject Vehicles are unsafe for race track use and that the limp mode feature is dangerous. Ford further denies that it made any false statements regarding the 2016 Shelby GT350 vehicles. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

**2. Tellingly, Newer Model Years of the Shelby Have Corrected the Defects**

352. Ford admits that it issued a press release on April 6, 2016 to announce some new features for the 2017 Shelby GT350 Mustang. Ford also admits that one new feature of the 2017 Shelby GT350 Mustang was that all models came with transmission and differential coolers. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding the sale price for 2017 Shelby GT350 Mustangs as compared to 2016 models. Ford denies the remaining allegations in this paragraph.

**H. Despite Express Warranties, Ford Has Not Fixed the Problems with the Track-Ready Powertrain System**

**1. Ford Provided Multiple Express Warranties Associated with the Shelbys That Promised to Fix Both Design and Manufacturing Defects**

353. Ford admits that all Shelby GT350 vehicles, including the Subject Vehicles, are covered by a written New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the vehicle. Ford admits that the quoted language in this paragraph is a portion of that New Vehicle Limited Warranty. Ford denies the remaining allegations in this paragraph.

354. Ford admits that every Subject Vehicle was covered by a New Vehicle Limited Warranty at the time it was purchased. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

355. Ford admits that the quoted language in this paragraph is a portion of the New Vehicle Limited Warranty for the Subject Vehicles and all 2016 Shelby GT350 vehicles, with the one exception that this paragraph alleges that the New Vehicle Warranty includes the phrase “your Ford Shelby is properly operated and maintained” but the phrase actually says “your Ford vehicle is properly operated and maintained.” To the extent any allegations in this paragraph are inconsistent with the language of the New Vehicle Limited Warranty, Ford denies those allegations. Ford denies the remaining allegations in this paragraph.

356. Ford denies that the New Vehicle Limited Warranty includes the phrase “the day you take delivery of your new Shelby” because it actually says “the day you take delivery of your new vehicle.” Ford admits the remaining allegations in this paragraph.

357. Ford admits that the Subject Vehicles were covered by a New Vehicle Limited Warranty at the time of the original purchase. Ford also admits that the quoted language in this paragraph is a portion of the New Vehicle Limited Warranty with the one exception that this

paragraph alleges that the New Vehicle Warranty includes the phrase “all parts on [the] Shelby that malfunction or fail” but the phrase actually says “all parts on your vehicle that malfunction or fail.” Ford denies the remaining allegations in this paragraph.

358 Ford admits that some Plaintiffs have contacted Ford to express concerns regarding the alleged defect in the Subject Vehicles. Ford also admits that all 2017 Shelby GT 350 vehicles have transmission and differential coolers. Ford is without knowledge or information to form a believe as to the truth of the remaining allegations in this paragraph.

2. **Post-Purchase Distribution by Ford of an Owner’s Supplement Unilaterally and Unexpectedly Shifted the Cost of Repair onto Owners**

359 Ford admits that on July 2015 it issued a Shelby GT350 Mustang Supplement that said the following: “Your vehicle is capable of sustained high speeds and track day driving if equipped with powertrain coolers (Track, R model). **Note:** *Obey all traffic law and only operate your vehicle at locations designed to do so safely.* Before operating your vehicle at high speeds, follow these guidelines . . . For sustained high speeds or track day use with a Base or Tech model, we recommend that transmission and differential coolers are added. Your vehicle has electronic controls to reduce power and/or limit RPM to reduce powertrain temperatures if required.” Ford denies the remaining allegations in this paragraph.

360 Ford denies that the Shelby GT350 vehicles are not capable for track use. Ford is without knowledge or information sufficient to form a believe as to the truth of the remaining allegations in this paragraph.

361 Ford admits that it released a press kit on November 17, 2014 describing the return of the Shelby GT350 Mustang. However, the allegations in this paragraph misquote that press kit. Ford denies the remaining allegations in this paragraph.

362 Ford is without knowledge or information sufficient to form a believe as to the truth of the allegations in this paragraph.

363 Ford denies the allegations in this paragraph.

**3. The Expensive Aftermarket Modifications Recommended by Ford Do Not Resolve All the Defects and Execution of these Modifications Can Violate the Terms of Ford's Express Warranties**

364 Ford admits that its July 2015 Shelby GT350 Mustang Owner's Supplement recommended that owners of the Subject Vehicles install "transmission and differential coolers" if they intended to use their vehicles "[f]or sustained high speeds or track day use." Ford also admits that that Owner's Supplement does not discuss the cost of installing those coolers. Ford denies the remaining allegations in this paragraph.

365 Ford admits that the addition of transmission coolers and a differential cooler to Base and Technology package Shelby GT350 vehicles will reduce the potential for the transmission to overheat. Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford also denies that it insinuates in its July 2015 Shelby GT350 Mustang Owner's Supplement that aftermarket modifications to add coolers would be either straightforward or "plug in and play." Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

366 Ford denies that it insinuates in its July 2015 Shelby GT350 Mustang Owner's Supplement that aftermarket modifications to add coolers are a "plug in and play" solution. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

367 Ford denies the allegations in this paragraph.

368 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph

369 Ford admits that its New Vehicle Limited Warranty says, “Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.” Ford denies the remaining allegation in this paragraph.

370 Ford admits that every subject vehicle was covered by a New Vehicle Limited Warranty at the time it was purchased. Ford admits that the quoted language in this paragraph is a portion of that New Vehicle Limited Warranty. Ford denies that the quoted language includes all the terms of that New Vehicle Limited Warranty.

371 Ford admits that the quoted language in this paragraph is a portion of Ford’s July 2015 Shelby GT350 Mustang Owner’s Supplement with the one exception that this paragraph alleges that the Owner’s Supplement includes the phrase “We do not recommend modifying or racing (for competition or time) Ford Performance Shelbys” but the phrase actually says “We do not recommend modifying for racing (for competition or time) Ford Performance vehicles.” Ford denies that the quoted language includes all the terms of that Owner’s Supplement. Ford denies the remaining allegations in this paragraph.

372 Ford denies that the limp mode feature in the Subject Vehicles is a defect. Ford admits that the quoted language in this paragraph’s footnote is a portion of Ford’s July 2015 Shelby GT350 Mustang Owner’s Supplement with the one exception that this paragraph alleges that the Owner’s Supplement includes the phrase “Your Shelby is capable of sustained high speeds” but the phrase actually says “Your vehicle is capable of sustained high speeds.” Ford is

without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

373 Ford denies the allegations in this paragraph.

## **VI. CLASS ALLEGATIONS**

374 Ford admits that Plaintiffs purport to bring this action on behalf of the proposed class and subclasses as described in this paragraph. Ford further states that no class has been certified, and denies that certification of any class or subclass is appropriate. Ford incorporates the preceding sentence by reference to all paragraphs that include the allegations regarding “class action” or “class members.”

375 Ford incorporates herein its answer to paragraph 374. Answering further, Ford denies that Plaintiffs have the unfettered right to revise the class definition.

376 Ford denies the allegations in this paragraph.

377 Ford admits that Plaintiffs purport to bring this action on behalf of the proposed class and subclasses as described in this paragraph. Ford further states that no class has been certified, and denies that certification of any class or subclass is appropriate.

378 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

379 Ford denies the allegations in this paragraph.

380 Ford denies the allegations in this paragraph.

381 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

382 Ford denies the allegations in this paragraph.

383 Ford denies the allegations in this paragraph.

**VII. CLAIMS FOR RELIEF**

**A. CLAIMS BROUGHT ON BEHALF OF THE NATIONWIDE CLASS**

**COUNT ONE**

**VIOLATION OF MAGNUSON-MOSS WARRANTY ACT**

**(15 U.S.C. § 2301, *ET SEQ.*)**

384 Ford incorporates herein its responses to paragraphs 1–383.

385 Ford admits that Plaintiffs purport to bring this count individually and on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

386 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

387 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

388 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

389 Ford denies that there is a statutory provision 15 U.S.C. § 2301(d)(1), and therefore denies the allegations in this paragraph.

390 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

391 Ford denies that there is a statutory provision 15 U.S.C. § 2301(d)(1), and denies the remaining allegations in this paragraph.

392 Ford denies the allegations in this paragraph.

393 Ford denies the allegations in this paragraph.

394 Ford denies the allegations in this paragraph.

395 Ford admits that Plaintiffs allege that the amount(s) in controversy are as described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief.

396 Ford admits that Plaintiffs seek damages as described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief.

**B. CLAIMS BROUGHT ON BEHALF OF THE FLORIDA CLASS**

**COUNT TWO**

**VIOLATION OF FLORIDA'S UNFAIR &  
DECEPTIVE TRADE PRACTICES ACT**

**(FLA. STAT. § 501.201, *ET SEQ.*)**

397 Ford incorporates herein its responses to paragraphs 1–396.

398 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

399 Fla. Stat. § 501.204(1) of the FUDTPA is a statute that speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

400 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

401 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

402 Ford denies the allegations in this paragraph.

403 Ford denies the allegations in this paragraph.

404 Ford denies the allegations in this paragraph.

405 Ford denies the allegations in this paragraph.

406 Ford denies the allegations in this paragraph.

407 Ford denies the allegations in this paragraph.

408 Ford denies the allegations in this paragraph.

409 Ford denies the allegations in this paragraph.

410 Ford denies the allegations in this paragraph.

411 Ford denies the allegations in this paragraph.

412 Ford admits that FUDTPA prohibits unfair and deceptive practices as defined by the act, but otherwise denies the allegations in this paragraph.

413 Ford denies the allegations in this paragraph.

414 Ford denies the allegations in this paragraph.

415 Ford denies the allegations in this paragraph.

416 Ford admits that Plaintiffs purport to seek the relief as described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief.

### **COUNT THREE**

#### **FRAUDULENT CONCEALMENT**

##### **(BASED ON FLORIDA LAW)**

417 Ford incorporates herein its responses to paragraphs 1–416.

418 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

419 Ford denies the allegations in this paragraph.

420 Ford denies the allegations in this paragraph.

421 Ford denies the allegations in this paragraph.

422 Ford denies the allegations in this paragraph.

423 Ford denies the allegations in this paragraph.

424 Ford denies the allegations in this paragraph.

425 Ford denies the allegations in this paragraph.

426 Ford denies the allegations in this paragraph.

427 Ford denies the allegations in this paragraph.

428 Ford denies the allegations in this paragraph.

429 Ford denies the allegations in this paragraph.

430 Ford denies the allegations in this paragraph.

431 Ford denies the allegations in this paragraph.

432 Ford denies the allegations in this paragraph.

433 Ford denies the allegations in this paragraph.

434 Ford denies the allegations in this paragraph.

435 Ford denies the allegations in this paragraph.

436 Ford denies the allegations in this paragraph.

**COUNT FOUR**

**BREACH OF EXPRESS WARRANTY**

**(FLA. STAT. § 672.313)**

437 Ford incorporates herein its responses to paragraphs 1-436.

438 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

439 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

440 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

441 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

442 Ford denies the allegations in this paragraph.

443 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

444 Ford denies the allegations in this paragraph.

445 Ford denies the allegations in this paragraph.

446 Ford denies the allegations in this paragraph.

447 Ford denies the allegations in this paragraph.

448 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but Ford denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

449 Ford denies the allegations in this paragraph.

450 Ford denies the allegations in this paragraph.

451 Ford denies the allegations in this paragraph.

452 Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies the remaining allegations in this paragraph.

453 Ford denies the allegations in this paragraph.

454 Ford denies the allegations in this paragraph.

455 Ford denies the allegations in this paragraph.

## **COUNT FIVE**

### **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

#### **(FLA. STAT. § 672.314)**

456 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

457 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

458 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

459 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

460 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

461 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

462 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

463 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

464 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

465 Pursuant to the Partial Dismissal Order, Count Five was dismissed and therefore no answer to the allegations in this paragraph is required.

**COUNT SIX**

**UNJUST ENRICHMENT**

**(BASED ON FLORIDA LAW)**

466 Ford incorporates herein its responses to paragraphs 1-465.

467 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

468 Ford denies the allegations in this paragraph.

469 Ford denies the allegations in this paragraph.

470 Ford denies the allegations in this paragraph.

471 Ford denies the allegations in this paragraph.

**C. CLAIMS BROUGHT ON BEHALF OF THE CALIFORNIA CLASS**

**COUNT SEVEN**

**VIOLATION OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**

**(CAL. CIV. CODE § 1750, *ET SEQ.*)**

472 Ford incorporates herein its responses to paragraphs 1-471.

473 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

474 Ford states that the California Consumers Legal Remedies Act under Cal. Civ. Code § 1750, et seq. is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

475 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

476 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

477 Ford denies the allegations in this paragraph.

478 Ford denies the allegations in this paragraph.

479 Ford denies the allegations in this paragraph.

480 Ford denies the allegations in this paragraph.

481 Ford denies the allegations in this paragraph.

482 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

483 Ford denies the allegations in this paragraph.

484 Ford denies the allegations in this paragraph.

**COUNT EIGHT**

**VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**

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

485 Ford incorporates herein its responses to paragraphs 1–484.

486 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

487 Ford states that the California Unfair Competition Law under Cal. Bus. & Prof. Code § 17200, et seq. is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

488 Ford denies the allegations in this paragraph.

489 Ford denies the allegations in this paragraph.

490 Ford denies the allegations in this paragraph.

491 Ford admits that Plaintiffs purport to seek the court’s action as described in this paragraph, but denies that Plaintiffs are entitled to such action. Ford denies the remaining allegations in this paragraph.

492 Ford admits that Plaintiffs purport to seek the relief described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief. Ford denies the remaining allegations in this paragraph.

**COUNT NINE**

**VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW**

**(CAL. BUS. & PROF. CODE § 17500, *ET SEQ.*)**

493 Ford incorporates herein its responses to paragraphs 1–492.

494 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

495 Ford states that Cal. Bus. & Prof. Code § 17500 is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

496 Ford denies the allegations in this paragraph.

497 Ford denies the allegations in this paragraph.

498 Ford denies the allegations in this paragraph.

499 Ford admits that Plaintiffs purport to seek the relief described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief. Ford denies the remaining allegations in this paragraph.

**COUNT TEN**

**FRAUDULENT CONCEALMENT**

**(BASED ON CALIFORNIA LAW)**

500 Ford incorporates herein its responses to paragraphs 1–499.

501 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

502 Ford denies the allegations in this paragraph.

503 Ford denies the allegations in this paragraph.

504 Ford denies the allegations in this paragraph.

505 Ford denies the allegations in this paragraph.

506 Ford denies the allegations in this paragraph.

507 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

508 Ford denies the allegations in this paragraph.

509 Ford denies the allegations in this paragraph.

510 Ford denies the allegations in this paragraph.

511 Ford denies the allegations in this paragraph.

512 Ford denies the allegations in this paragraph.

513 Ford denies the allegations in this paragraph.

514 Ford denies the allegations in this paragraph.

515 Ford denies the allegations in this paragraph.

516 Ford denies the allegations in this paragraph.

517 Ford denies the allegations in this paragraph.

518 Ford denies the allegations in this paragraph.

519 Ford denies the allegations in this paragraph.

**COUNT ELEVEN**

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(CAL. COM. CODE § 2314)**

520 Ford incorporates herein its responses to paragraphs 1-519.

521 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

522 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

523 Ford denies the allegations in this paragraph.

524 Ford denies the allegations in this paragraph.

525 Ford denies the allegations in this paragraph.

526 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

527 Ford denies the allegations in this paragraph.

528 Ford denies the allegations in this paragraph.

529 Ford denies the allegations in this paragraph.

**COUNT TWELVE**

**VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT**

**FOR BREACH OF EXPRESS WARRANTIES**

**(CAL. CIV. CODE §§ 1791.2 & 1793.2(D))**

530 Ford incorporates herein its responses to paragraphs 1-529.

531 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

532 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

533 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

534 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

535 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

536 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

537 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford admits that the quoted language in this paragraph is a portion of that New Vehicle Limited Warranty, with the one exception that this paragraph alleges that the New Vehicle Warranty includes the phrase “your Ford Shelby is properly operated and maintained” but the phrase actually says “your Ford vehicle is properly operated and maintained.” Ford specifically denies that the quoted language includes all the terms of the New Vehicle Limited Warranty. Ford denies the remaining allegations in this paragraph.

538 Ford denies the allegations in this paragraph.

539 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

540 Ford denies that Plaintiffs are entitled to have their vehicles repurchased by Ford. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

541 Ford denies the allegations in this paragraph.

542 Ford denies the allegations in this paragraph.

543 Ford denies the allegations in this paragraph.

### **COUNT THIRTEEN**

#### **VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT FOR BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(CAL. CIV. CODE §§ 1791.1 & 1792)**

544 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford incorporates herein its responses to paragraphs 1-543.

545 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

546 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to

Plaintiff Rimokh. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

547 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

548 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph

549 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford denies that the Subject Vehicles lack the qualities a buyer would reasonably expect. Ford is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

550 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford states that Cal. Civ. Code § 1791.1(a) is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

551 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford denies the remaining allegations in this paragraph.

552 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford denies the remaining allegations in this paragraph.

553 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford denies the remaining allegations in this paragraph.

554 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford denies the remaining allegations in this paragraph.

555 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford denies the remaining allegations in this paragraph.

556 Pursuant to the Partial Dismissal Order, Count Thirteen was dismissed as to Plaintiff Rimokh and therefore no answer to the allegations in this paragraph is required as to Plaintiff Rimokh. Ford denies the remaining allegations in this paragraph.

#### **COUNT FOURTEEN**

#### **UNJUST ENRICHMENT**

#### **(BASED ON CALIFORNIA LAW)**

557 Ford incorporates herein its responses to paragraphs 1-556.

558 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate. Ford denies the remaining allegations in this paragraph.

559 Ford denies the allegations in this paragraph.

560 Ford denies the allegations in this paragraph.

561 Ford denies the allegations in this paragraph.

562 Ford denies the allegations in this paragraph.

**D. CLAIMS BROUGHT ON BEHALF OF THE ILLINOIS CLASS**

**COUNT FIFTEEN**

**VIOLATION OF THE ILLINOIS CONSUMER FRAUD**

**AND DECEPTIVE BUSINESS PRACTICES ACT**

**(815 ILCS 505/1, *ET SEQ.* AND 720 ILCS 295/1A)**

563 Ford incorporates herein its responses to paragraphs 1–562

564 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

565 Ford states that 815 ILCS 505/2 is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

566 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

567 Ford denies the allegations in this paragraph.

568 Ford admits that Plaintiffs purport to seek the relief described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief. Ford denies the remaining allegations in this paragraph.

569 Ford admits that Plaintiffs purport to seek the relief described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief. Ford denies the remaining allegations in this paragraph.

**COUNT SIXTEEN**  
**FRAUD BY CONCEALMENT**  
**(BASED ON ILLINOIS LAW)**

570 Ford incorporates herein its responses to paragraphs 1–569.

571 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

572 Ford denies the allegations in this paragraph.

573 Ford denies the allegations in this paragraph.

574 Ford denies the allegations in this paragraph.

575 Ford denies the allegations in this paragraph.

576 Ford denies the allegations in this paragraph.

577 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

578 Ford denies the allegations in this paragraph.

579 Ford denies the allegations in this paragraph.

580 Ford denies the allegations in this paragraph.

581 Ford denies the allegations in this paragraph.

582 Ford denies the allegations in this paragraph.

583 Ford denies the allegations in this paragraph.

584 Ford denies the allegations in this paragraph.

585 Ford denies the allegations in this paragraph.

586 Ford denies the allegations in this paragraph.

587 Ford denies the allegations in this paragraph.

588 Ford denies the allegations in this paragraph.

589 Ford denies the allegations in this paragraph.

**COUNT SEVENTEEN**

**BREACH OF EXPRESS WARRANTY**

**(810 ILCS 5/2-313)**

590 Ford incorporates herein its responses to paragraphs 1-589.

591 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

592 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

593 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

594 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

595 Ford denies the allegations in this paragraph.

596 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

597 Ford denies the allegations in this paragraph.

598 Ford denies the allegations in this paragraph.

599 Ford denies the allegations in this paragraph.

600 Ford denies the allegations in this paragraph.

601 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

602 Ford denies the allegations in this paragraph.

603 Ford denies the allegations in this paragraph.

604 Ford denies the allegations in this paragraph.

605 Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies the remaining allegations in this paragraph.

606 Ford denies the allegations in this paragraph.

607 Ford denies the allegations in this paragraph.

608 Ford denies the allegations in this paragraph.

## **COUNT EIGHTEEN**

### **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(810 ILCS. 5/2-314)**

609 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

610 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

611 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

612 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

613 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

614 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

615 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

616 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

617 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

618 Pursuant to the Partial Dismissal Order, Count Eighteen was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

**COUNT NINETEEN**

**UNJUST ENRICHMENT**

**(BASED ON ILLINOIS LAW)**

619 Ford incorporates herein its responses to paragraphs 1-618.

620 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate. Ford denies the remaining allegations in this paragraph.

621 Ford denies the allegations in this paragraph.

622 Ford denies the allegations in this paragraph.

623 Ford denies the allegations in this paragraph.

624 Ford denies the allegations in this paragraph.

**E. CLAIMS BROUGHT ON BEHALF OF THE MISSOURI CLASS**

**COUNT TWENTY**

**VIOLATION OF THE MISSOURI MERCHANDISING PRACTICES ACT**

**(MO. REV. STAT. § 407.010, *ET SEQ.*)**

625 Ford incorporates herein its responses to paragraphs 1–624.

626 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

627 Ford states that Mo. Rev. Stat. § 407.020 is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

628 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

629 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

630 Ford denies the allegations in this paragraph.

**COUNT TWENTY-ONE.**

**FRAUDULENT CONCEALMENT**

**(BASED ON MISSOURI LAW)**

631 Ford incorporates herein its responses to paragraphs 1–630.

632 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

633 Ford denies the allegations in this paragraph.

634 Ford denies the allegations in this paragraph.

635 Ford denies the allegations in this paragraph.

636 Ford denies the allegations in this paragraph.

637 Ford denies the allegations in this paragraph.

638 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

639 Ford denies the allegations in this paragraph.

640 Ford denies the allegations in this paragraph.

641 Ford denies the allegations in this paragraph.

642 Ford denies the allegations in this paragraph.

643 Ford denies the allegations in this paragraph.

644 Ford denies the allegations in this paragraph.

645 Ford denies the allegations in this paragraph.

646 Ford denies the allegations in this paragraph.

647 Ford denies the allegations in this paragraph.

648 Ford denies the allegations in this paragraph.

649 Ford denies the allegations in this paragraph.

650 Ford denies the allegations in this paragraph.

**COUNT TWENTY-TWO**

**BREACH OF EXPRESS WARRANTY**

**(MO. REV. STAT. § 400.2-313.1)**

651 Ford incorporates herein its responses to paragraphs 1-650.

652 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

653 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

654 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

655 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

656 Ford denies the allegations in this paragraph.

657 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

658 Ford denies the allegations in this paragraph.

659 Ford denies the allegations in this paragraph.

660 Ford denies the allegations in this paragraph.

661 Ford denies the allegations in this paragraph.

662 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but Ford denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

663 Ford denies the allegations in this paragraph.

664 Ford denies the allegations in this paragraph.

665 Ford denies the allegations in this paragraph.

666 Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies the remaining allegations in this paragraph.

667 Ford denies the allegations in this paragraph.

668 Ford denies the allegations in this paragraph.

669 Ford denies the allegations in this paragraph.

### **COUNT TWENTY-THREE**

#### **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

##### **(MO. REV. STAT. § 400.2-314)**

670 Ford incorporates herein its responses to paragraphs 1-669.

671 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

672 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

673 Ford denies the allegations in this paragraph.

674 Ford denies the allegations in this paragraph.

675 Ford denies the allegations in this paragraph.

676 Ford denies the allegations in this paragraph.

677 Ford denies the allegations in this paragraph.

678 Ford denies the allegations in this paragraph.

679 Ford denies the allegations in this paragraph.

**COUNT TWENTY-FOUR**

**UNJUST ENRICHMENT**

**(BASED ON MISSOURI LAW)**

680 Ford incorporates herein its responses to paragraphs 1-679

681 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate. Ford denies the remaining allegations in this paragraph.

682 Ford denies the allegations in this paragraph.

683 Ford denies the allegations in this paragraph.

684 Ford denies the allegations in this paragraph.

685 Ford denies the allegations in this paragraph.

**F. CLAIMS BROUGHT ON BEHALF OF THE NEW JERSEY CLASS**

**COUNT TWENTY-FIVE**

**VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT**

**(N.J. STAT. ANN. § 56:8-1, *ET SEQ.*)**

686 Ford incorporates herein its responses to paragraphs 1-685.

687 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

688 Ford states that N.J. Stat. Ann. § 56:8-2 is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

689 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

690 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

691 Ford denies the allegations in this paragraph.

**COUNT TWENTY-SIX**  
**FRAUDULENT CONCEALMENT**  
**(BASED ON NEW JERSEY LAW)**

692 Ford incorporates herein its responses to paragraphs 1–691.

693 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

694 Ford denies the allegations in this paragraph.

695 Ford denies the allegations in this paragraph.

696 Ford denies the allegations in this paragraph.

697 Ford denies the allegations in this paragraph.

698 Ford denies the allegations in this paragraph.

699 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

700 Ford denies the allegations in this paragraph.

701 Ford denies the allegations in this paragraph.

702 Ford denies the allegations in this paragraph.

703 Ford denies the allegations in this paragraph.

704 Ford denies the allegations in this paragraph.

705 Ford denies the allegations in this paragraph.

706 Ford denies the allegations in this paragraph.

707 Ford denies the allegations in this paragraph.

708 Ford denies the allegations in this paragraph.

709 Ford denies the allegations in this paragraph.

710 Ford denies the allegations in this paragraph.

711 Ford denies the allegations in this paragraph.

**COUNT TWENTY-SEVEN**

**BREACH OF EXPRESS WARRANTY**

**(N.J. STAT. ANN. § 12A:2-313)**

712 Ford incorporates herein its responses to paragraphs 1-711.

713 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

714 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

715 Ford denies the allegations in this paragraph.

716 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

717 Ford denies the allegations in this paragraph.

718 Ford denies the allegations in this paragraph.

719 Ford denies the allegations in this paragraph.

720 Ford denies the allegations in this paragraph.

721 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but Ford denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

722 Ford denies the allegations in this paragraph.

723 Ford denies the allegations in this paragraph.

724 Ford denies the allegations in this paragraph.

725 Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies the remaining allegations in this paragraph.

726 Ford denies the allegations in this paragraph.

727 Ford denies the allegations in this paragraph.

728 Ford denies the allegations in this paragraph.

729 Ford admits that Plaintiffs purport to seek the relief as described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief.

**COUNT TWENTY-EIGHT**

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(N.J. STAT. ANN. § 12A:2-314)**

730 Ford incorporates herein its responses to paragraphs 1-729.

731 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

732 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

733 Ford denies the allegations in this paragraph.

734 Ford denies the allegations in this paragraph.

735 Ford denies the allegations in this paragraph.

736 Ford denies the allegations in this paragraph.

737 Ford denies the allegations in this paragraph.

738 Ford denies the allegations in this paragraph.

739 Ford denies the allegations in this paragraph.

**COUNT TWENTY-NINE**

**UNJUST ENRICHMENT**

**(BASED ON NEW JERSEY LAW)**

740 Ford incorporates herein its responses to paragraphs 1-739.

741 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate. Ford denies the remaining allegations in this paragraph.

742 Ford denies the allegations in this paragraph.

743 Ford denies the allegations in this paragraph.

744 Ford denies the allegations in this paragraph.

745 Ford denies the allegations in this paragraph.

**G. CLAIMS BROUGHT ON BEHALF OF THE NEW YORK CLASS**

**COUNT THIRTY**

**VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW §§ 349-350**

**(N.Y. GEN. BUS. LAW §§ 349-350)**

746 Ford incorporates herein its responses to paragraphs 1–745.

747 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

748 Ford states that N.Y. Gen. Bus. Law § 349 is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

749 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

750 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

751 Ford denies the allegations in this paragraph.

752 Ford admits that Plaintiffs purport to seek relief as described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief. Ford denies the remaining allegations in this paragraph.

**COUNT THIRTY-ONE**  
**FRAUDULENT CONCEALMENT**  
**(BASED ON NEW YORK LAW)**

753 Ford incorporates herein its responses to paragraphs 1–752.

754 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

755 Ford denies the allegations in this paragraph.

756 Ford denies the allegations in this paragraph.

757 Ford denies the allegations in this paragraph.

758 Ford denies the allegations in this paragraph.

759 Ford denies the allegations in this paragraph.

760 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

761 Ford denies the allegations in this paragraph.

762 Ford denies the allegations in this paragraph.

763 Ford denies the allegations in this paragraph.

764 Ford denies the allegations in this paragraph.

765 Ford denies the allegations in this paragraph.

766 Ford denies the allegations in this paragraph.

767 Ford denies the allegations in this paragraph.

768 Ford denies the allegations in this paragraph.

769 Ford denies the allegations in this paragraph.

770 Ford denies the allegations in this paragraph.

771 Ford denies the allegations in this paragraph.

772 Ford denies the allegations in this paragraph.

## **COUNT THIRTY-TWO**

### **BREACH OF EXPRESS WARRANTY**

#### **(N.Y. U.C.C. § 2-313)**

773 Ford incorporates herein its responses to paragraphs 1-772.

774 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

775 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

776 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

777 Ford denies the allegations in this paragraph.

778 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

779 Ford denies the allegations in this paragraph.

780 Ford denies the allegations in this paragraph.

781 Ford denies the allegations in this paragraph.

782 Ford denies the allegations in this paragraph.

783 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but Ford denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

784 Ford denies the allegations in this paragraph.

785 Ford denies the allegations in this paragraph.

786 Ford denies the allegations in this paragraph.

787 Ford denies the allegations in this paragraph.

788 Ford denies the allegations in this paragraph.

789 Ford denies the allegations in this paragraph.

790 Ford denies the allegations in this paragraph.

791 Ford admits that Plaintiffs purport to seek the relief as described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief.

### **COUNT THIRTY-THREE**

#### **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

##### **(N.Y. U.C.C. LAW § 2-315)**

792 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

793 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

794 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

795 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

796 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

797 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

798 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

799 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

800 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

801 Pursuant to the Partial Dismissal Order, Count Thirty-Three was dismissed and therefore no answer to the allegations in this paragraph is required.

**COUNT THIRTY-FOUR**

**UNJUST ENRICHMENT**

**(BASED ON NEW YORK LAW)**

802 Ford incorporates herein its responses to paragraphs 1-801.

803 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate. Ford denies the remaining allegations in this paragraph.

804 Ford denies the allegations in this paragraph.

805 Ford denies the allegations in this paragraph.

806 Ford denies the allegations in this paragraph.

807 Ford denies the allegations in this paragraph.

**H. CLAIMS BROUGHT ON BEHALF OF THE OREGON CLASS**

**COUNT THIRTY-FIVE**

**VIOLATION OF THE OREGON UNLAWFUL TRADE PRACTICES ACT**

**(OR. REV. STAT. § 646.605, *ET SEQ.*)**

808 Ford incorporates herein its responses to paragraphs 1–807.

809 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

810 Ford states that Or. Rev. Stat. § 646.608(1) is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

811 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

812 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

813 Ford denies the allegations in this paragraph.

**COUNT THIRTY-SIX**

**FRAUDULENT CONCEALMENT**

**(BASED ON OREGON LAW)**

814 Ford incorporates herein its responses to paragraphs 1–813.

815 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

816 Ford denies the allegations in this paragraph.

817 Ford denies the allegations in this paragraph.

818 Ford denies the allegations in this paragraph.

819 Ford denies the allegations in this paragraph.

820 Ford denies the allegations in this paragraph.

821 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

822 Ford denies the allegations in this paragraph.

823 Ford denies the allegations in this paragraph.

824 Ford denies the allegations in this paragraph.

825 Ford denies the allegations in this paragraph.

826 Ford denies the allegations in this paragraph.

827 Ford denies the allegations in this paragraph.

828 Ford denies the allegations in this paragraph.

829 Ford denies the allegations in this paragraph.

830 Ford denies the allegations in this paragraph.

831 Ford denies the allegations in this paragraph.

832 Ford denies the allegations in this paragraph.

833 Ford denies the allegations in this paragraph.

**COUNT THIRTY-SEVEN**

**BREACH OF EXPRESS WARRANTY**

**(OR. REV. STAT. §§ 72.3130 AND § 72A.2100)**

834 Ford incorporates herein its responses to paragraphs 1-833.

835 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

836 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

837 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

838 Ford denies the allegations in this paragraph.

839 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

840 Ford denies the allegations in this paragraph.

841 Ford denies the allegations in this paragraph.

842 Ford denies the allegations in this paragraph.

843 Ford denies the allegations in this paragraph.

844 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but Ford denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

845 Ford denies the allegations in this paragraph.

846 Ford denies the allegations in this paragraph.

847 Ford denies the allegations in this paragraph.

848 Ford denies the allegations in this paragraph.

849 Ford denies the allegations in this paragraph.

850 Ford denies the allegations in this paragraph.

851 Ford denies the allegations in this paragraph.

**COUNT THIRTY-EIGHT**

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(OR. REV. STAT. §§ 72.3140)**

852 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

853 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

854 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

855 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

856 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

857 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

858 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

859 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

860 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

861 Pursuant to the Partial Dismissal Order, Count Thirty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

**COUNT THIRTY-NINE**  
**UNJUST ENRICHMENT**  
**(BASED ON OREGON LAW)**

862 Ford incorporates herein its responses to paragraphs 1-861.

863 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate. Ford denies the remaining allegations in this paragraph.

864 Ford denies the allegations in this paragraph.

865 Ford denies the allegations in this paragraph.

866 Ford denies the allegations in this paragraph.

867 Ford denies the allegations in this paragraph.

**I. CLAIMS BROUGHT ON BEHALF OF THE PENNSYLVANIA CLASS**

**COUNT FORTY**  
**VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES**  
**AND CONSUMER PROTECTION LAW**

**(73 P.S. § 201-1, ET SEQ.)**

868 Ford incorporates herein its responses to paragraphs 1–867.

869 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

870 Ford states that 73 P.S. § 201-2(4) is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

871 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

872 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

873 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

874 Ford denies the allegations in this paragraph.

**COUNT FORTY-ONE**

**FRAUDULENT CONCEALMENT**

**(BASED ON PENNSYLVANIA LAW)**

875 Ford incorporates herein its responses to paragraphs 1–874.

876 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

877 Ford denies the allegations in this paragraph.

878 Ford denies the allegations in this paragraph.

879 Ford denies the allegations in this paragraph.

880 Ford denies the allegations in this paragraph.

881 Ford denies the allegations in this paragraph.

882 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

883 Ford denies the allegations in this paragraph.

884 Ford denies the allegations in this paragraph.

885 Ford denies the allegations in this paragraph.

886 Ford denies the allegations in this paragraph.

887 Ford denies the allegations in this paragraph.

888 Ford denies the allegations in this paragraph.

889 Ford denies the allegations in this paragraph.

890 Ford denies the allegations in this paragraph.

891 Ford denies the allegations in this paragraph.

892 Ford denies the allegations in this paragraph.

893 Ford denies the allegations in this paragraph.

894 Ford denies the allegations in this paragraph.

**COUNT FORTY-TWO**

**BREACH OF EXPRESS WARRANTY**

**(13 PA. CONS. STAT. ANN. § 2103 )**

895 Ford incorporates herein its responses to paragraphs 1-894.

896 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

897 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

898 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

899 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

900 Ford denies the allegations in this paragraph.

901 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

902 Ford denies the allegations in this paragraph.

903 Ford denies the allegations in this paragraph.

904 Ford denies the allegations in this paragraph.

905 Ford denies the allegations in this paragraph.

906 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but Ford denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

907 Ford denies the allegations in this paragraph.

908 Ford denies the allegations in this paragraph.

909 Ford denies the allegations in this paragraph.

910 Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies the remaining allegations in this paragraph.

911 Ford denies the allegations in this paragraph.

912 Ford denies the allegations in this paragraph.

913 Ford denies the allegations in this paragraph.

**COUNT FORTY-THREE**

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(13 PA. CONS. STAT. § 2314)**

914 Ford incorporates herein its responses to paragraphs 1-913.

915 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

916 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

917 Ford denies the allegations in this paragraph.

918 Ford denies the allegations in this paragraph.

919 Ford denies the allegations in this paragraph.

920 Ford denies the allegations in this paragraph.

921 Ford denies the allegations in this paragraph.

922 Ford denies the allegations in this paragraph.

923 Ford denies the allegations in this paragraph.

**COUNT FORTY-FOUR**

**UNJUST ENRICHMENT**

**(BASED ON PENNSYLVANIA LAW)**

924 Ford incorporates herein its responses to paragraphs 1-923.

925 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate. Ford denies the remaining allegations in this paragraph.

926 Ford denies the allegations in this paragraph.

927 Ford denies the allegations in this paragraph.

928 Ford denies the allegations in this paragraph.

929 Ford denies the allegations in this paragraph.

**J. CLAIMS BROUGHT ON BEHALF OF THE TENNESSEE CLASS**

**COUNT FORTY-FIVE**

**VIOLATION OF THE TENNESSEE CONSUMER PROTECTION ACT**

**(TENN. CODE ANN. § 47-18-101, ET SEQ.)**

930 Ford incorporates herein its responses to paragraphs 1–929.

931 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

932 Ford states that Tenn. Code Ann. § 47-18-104 is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

933 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

934 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

935 Ford denies the allegations in this paragraph.

936 Ford admits that Plaintiffs purport to seek relief as described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief. Ford denies the remaining allegations in this paragraph.

**COUNT FORTY-SIX**

**FRAUD BY CONCEALMENT**

**(BASED ON TENNESSEE LAW)**

937 Ford incorporates herein its responses to paragraphs 1–936.

938 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

939 Ford denies the allegations in this paragraph.

940 Ford denies the allegations in this paragraph.

941 Ford denies the allegations in this paragraph.

942 Ford denies the allegations in this paragraph.

943 Ford denies the allegations in this paragraph.

944 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

945 Ford denies the allegations in this paragraph.

946 Ford denies the allegations in this paragraph.

947 Ford denies the allegations in this paragraph.

948 Ford denies the allegations in this paragraph.

949 Ford denies the allegations in this paragraph.

950 Ford denies the allegations in this paragraph.

951 Ford denies the allegations in this paragraph.

952 Ford denies the allegations in this paragraph.

953 Ford denies the allegations in this paragraph.

954 Ford denies the allegations in this paragraph.

955 Ford denies the allegations in this paragraph.

956 Ford denies the allegations in this paragraph.

**COUNT FORTY-SEVEN**

**BREACH OF EXPRESS WARRANTY**

**(TENN. CODE ANN. § 47-2-313)**

957 Ford incorporates herein its responses to paragraphs 1-956.

958 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

959 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

960 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

961 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

962 Ford denies the allegations in this paragraph.

963 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

964 Ford denies the allegations in this paragraph.

965 Ford denies the allegations in this paragraph.

966 Ford denies the allegations in this paragraph.

967 Ford denies the allegations in this paragraph.

968 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but Ford denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

969 Ford denies the allegations in this paragraph.

970 Ford denies the allegations in this paragraph.

971 Ford denies the allegations in this paragraph.

972 Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies the remaining allegations in this paragraph.

973 Ford denies the allegations in this paragraph.

974 Ford denies the allegations in this paragraph.

975 Ford denies the allegations in this paragraph.

**COUNT FORTY-EIGHT**

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(TENN. CODE. ANN. § 47-2-314)**

976 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

977 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

978 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

979 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

980 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

981 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

982 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

983 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

984 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

985 Pursuant to the Partial Dismissal Order, Count Forty-Eight was dismissed as withdrawn and therefore no answer to the allegations in this paragraph is required.

**COUNT FORTY-NINE**

**UNJUST ENRICHMENT**

**(BASED ON TENNESSEE LAW)**

986 Ford incorporates herein its responses to paragraphs 1-985.

987 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate. Ford denies the remaining allegations in this paragraph.

988 Ford denies the allegations in this paragraph.

989 Ford denies the allegations in this paragraph.

990 Ford denies the allegations in this paragraph.

991 Ford denies the allegations in this paragraph.

**K. CLAIMS BROUGHT ON BEHALF OF THE TEXAS CLASS**

**COUNT FIFTY**

**VIOLATIONS OF THE TEXAS DECEPTIVE TRADE**

**PRACTICES AND CONSUMER PROTECTION ACT**

**(TEX. BUS. & COM. CODE § 17.4, *ET SEQ.*)**

992 Ford incorporates herein its responses to paragraphs 1–991.

993 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

994 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

995 Ford states that the Texas Deceptive Trade Practices-Consumer Protection Act set forth in Tex. Bus. & Com. Code § 17.41 *et seq* is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

996 Ford denies the allegations in this paragraph.

997 Ford denies the allegations in this paragraph.

998 Ford denies the allegations in this paragraph.

999 Ford denies the allegations in this paragraph.

1000 Ford denies the allegations in this paragraph.

1001 Ford denies the allegations in this paragraph.

1002 Ford denies the allegations in this paragraph.

1003 Ford denies the allegations in this paragraph.

1004 Ford denies the allegations in this paragraph.

1005 Ford denies the allegations in this paragraph.

1006 Ford denies the allegations in this paragraph.

1007 Ford denies the allegations in this paragraph.

1008 Ford denies the allegations in this paragraph.

1009 Ford admits that Plaintiffs purport to seek relief as described in this paragraph, but Ford denies that Plaintiffs are entitled to such relief. Ford denies the remaining allegations in this paragraph.

1010 Ford denies the allegations in this paragraph.

1011 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

**COUNT FIFTY-ONE**  
**FRAUD BY CONCEALMENT**  
**(BASED ON TEXAS LAW)**

1012 Ford incorporates herein its responses to paragraphs 1–1011.

1013 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

1014 Ford denies the allegations in this paragraph.

1015 Ford denies the allegations in this paragraph.

1016 Ford denies the allegations in this paragraph.

1017 Ford denies the allegations in this paragraph.

1018 Ford denies the allegations in this paragraph.

1019 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

1020 Ford denies the allegations in this paragraph.

1021 Ford denies the allegations in this paragraph.

1022 Ford denies the allegations in this paragraph.

1023 Ford denies the allegations in this paragraph.

1024 Ford denies the allegations in this paragraph.

1025 Ford denies the allegations in this paragraph.

1026 Ford denies the allegations in this paragraph.

1027 Ford denies the allegations in this paragraph.

1028 Ford denies the allegations in this paragraph.

1029 Ford denies the allegations in this paragraph.

1030 Ford denies the allegations in this paragraph.

1031 Ford denies the allegations in this paragraph.

**COUNT FIFTY-TWO**

**BREACH OF EXPRESS WARRANTY**

**(TEX. BUS & COM. CODE ANN. §2-313)**

1032 Ford incorporates herein its responses to paragraphs 1-1031.

1033 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

1034 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

1035 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

1036 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

1037 Ford denies the allegations in this paragraph.

1038 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

1039 Ford denies the allegations in this paragraph.

1040 Ford denies the allegations in this paragraph.

1041 Ford denies the allegations in this paragraph.

1042 Ford denies the allegations in this paragraph.

1043 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but Ford denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

1044 Ford denies the allegations in this paragraph.

1045 Ford denies the allegations in this paragraph.

1046 Ford denies the allegations in this paragraph.

1047 Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies the remaining allegations in this paragraph.

1048 Ford denies the allegations in this paragraph.

1049 Ford denies the allegations in this paragraph.

1050 Ford denies the allegations in this paragraph.

**COUNT FIFTY-THREE**

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(TEX. BUS & COM. CODE ANN. § 2-314)**

1051 Ford incorporates herein its responses to paragraphs 1-1050.

1052 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

1053 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

1054 Ford denies the allegations in this paragraph.

1055 Ford denies the allegations in this paragraph.

1056 Ford denies the allegations in this paragraph.

1057 Ford denies the allegations in this paragraph.

1058 Ford denies the allegations in this paragraph.

1059 Ford denies the allegations in this paragraph.

1060 Ford denies the allegations in this paragraph.

**COUNT FIFTY-FOUR**

**UNJUST ENRICHMENT**

**(BASED ON TEXAS LAW)**

1061 Ford incorporates herein its responses to paragraphs 1-1060.

1062 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate. Ford denies the remaining allegations in this paragraph.

1063 Ford denies the allegations in this paragraph.

1064 Ford denies the allegations in this paragraph.

1065 Ford denies the allegations in this paragraph.

1066 Ford denies the allegations in this paragraph.

**L. CLAIMS BROUGHT ON BEHALF OF THE WASHINGTON CLASS**

**COUNT FIFTY-FIVE**

**VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**

**(WASH. REV. CODE ANN. § 19.86.010, *ET SEQ.*)**

1067 Ford incorporates herein its responses to paragraphs 1–1066.

1068 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

1069 Ford denies that there is any statutory provision “Wash. Rev. Code Ann. § 19.96.010,” and states that the Washington Consumer Protection Act is found in Wash. Rev. Code Ann § 19.86.010 *et seq.*, and is a statute which speaks for itself. To the extent that Plaintiffs make allegations in this paragraph beyond reciting the language of that statutory section, Ford denies the allegations.

1070 Ford denies the allegations in this paragraph.

1071 Ford denies the allegations in this paragraph.

**COUNT FIFTY-SIX**

**FRAUDULENT CONCEALMENT**

**(BASED ON WASHINGTON LAW)**

1072 Ford incorporates herein its responses to paragraphs 1–1071.

1073 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

1074 Ford denies the allegations in this paragraph.

1075 Ford denies the allegations in this paragraph.

1076 Ford denies the allegations in this paragraph.

1077 Ford denies the allegations in this paragraph.

1078 Ford denies the allegations in this paragraph.

1079 Ford admits that its advertisements for the Subject Vehicles promoted benefits and advantages of the Subject Vehicles, but denies that the Subject Vehicles' powertrain is defective and denies the remaining allegations in this paragraph.

1080 Ford denies the allegations in this paragraph.

1081 Ford denies the allegations in this paragraph.

1082 Ford denies the allegations in this paragraph.

1083 Ford denies the allegations in this paragraph.

1084 Ford denies the allegations in this paragraph.

1085 Ford denies the allegations in this paragraph.

1086 Ford denies the allegations in this paragraph.

1087 Ford denies the allegations in this paragraph.

1088 Ford denies the allegations in this paragraph.

1089 Ford denies the allegations in this paragraph.

1090 Ford denies the allegations in this paragraph.

1091 Ford denies the allegations in this paragraph.

**COUNT FIFTY-SEVEN**

**BREACH OF EXPRESS WARRANTY**

**(REV. CODE WASH. § 62A.2-313)**

1092 Ford incorporates herein its responses to paragraphs 1-1091.

1093 Ford admits that Plaintiffs purport to bring this count on behalf of a proposed class. Ford further states that no class has been certified, and denies that certification of any class is appropriate.

1094 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

1095 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

1096 Ford is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

1097 Ford denies the allegations in this paragraph.

1098 Ford admits that the Subject Vehicles are covered by a New Vehicle Limited Warranty and that the terms of that warranty are set forth in the Warranty Guide that accompanies the Subject Vehicles. Ford denies the remaining allegations in this paragraph.

1099 Ford denies the allegations in this paragraph.

1100 Ford denies the allegations in this paragraph.

1101 Ford denies the allegations in this paragraph.

1102 Ford denies the allegations in this paragraph.

1103 Ford admits that Plaintiffs purport to seek remedies as described in this paragraph, but Ford denies that Plaintiffs are entitled to such remedies. Ford denies the remaining allegations in this paragraph.

1104 Ford denies the allegations in this paragraph.

1105 Ford denies the allegations in this paragraph.

1106 Ford denies the allegations in this paragraph.

1107 Ford denies that the limp mode feature in the Subject Vehicles is a defect and denies the remaining allegations in this paragraph.

1108 Ford denies the allegations in this paragraph.

1109 Ford denies the allegations in this paragraph.

1110 Ford denies the allegations in this paragraph.

**COUNT FIFTY-EIGHT**

**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

**(REV CODE WASH. § 62A-314)**

1111 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

1112 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

1113 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

1114 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

1115 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

1116 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

1117 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

1118 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

1119 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

1120 Pursuant to the Partial Dismissal Order, Count Fifty-Eight was dismissed and therefore no answer to the allegations in this paragraph is required.

**COUNT FIFTY-NINE**

**UNJUST ENRICHMENT**

**(BASED ON WASHINGTON LAW)**

1121 Ford incorporates herein its responses to paragraphs 1-1120.

1122 Ford denies the allegations in this paragraph.

1123 Ford denies the allegations in this paragraph.

1124 Ford denies the allegations in this paragraph.

1125 Ford denies the allegations in this paragraph.

**DEMAND FOR JURY TRIAL**

Ford Motor Company, by and through its attorneys, hereby acknowledges that Plaintiffs demands a trial by jury. Should Plaintiff rescind or otherwise alter its demand, Ford hereby demands a trial by jury of all issues so triable.

**AFFIRMATIVE AND ADDITIONAL DEFENSES**

1. The claims of Plaintiffs and the putative class are barred for failure to state a claim on which relief can be granted.
2. The limp mode feature of the Subject Vehicles, which Plaintiffs allege is a defect, was fully disclosed to Plaintiffs and the putative class prior to the time of sale.
3. The alleged misrepresentations and omissions by Ford are not material and were not relied upon by Plaintiffs or the putative class.
4. Neither Plaintiffs or the putative class have been damaged by Ford's alleged misconduct.
5. Plaintiffs' claims are barred by the statute of limitations.
6. As defined in the Second Amended Class Action Complaint, the putative class includes individuals and entities whose vehicle did not manifest the alleged defect during the time that they owned or leased it. These individuals and entities have not experienced any cognizable injury and, therefore, lack standing to assert any claims. Nor have they alleged any breach of warranty by Ford.
7. Any Plaintiff or putative class member who received a settlement or payment from Ford as a result of the alleged defect, as well as those who did not incur any out of pocket costs for repairs to address the alleged defect of his or her vehicle because such repairs were covered by Ford, are barred from any recovery by the doctrine of accord and satisfaction.
8. The claims of Plaintiff and the putative class are barred by the doctrine of res judicata. More specifically, any Plaintiff or putative class member who previously brought a lawsuit on the basis of the alleged defect in his or her vehicle, and which resulted in a final judgment on the merits, is barred from re-litigating his or her claims in this case.

9. All acts of Ford at the time of design, manufacture, or distribution of the Subject Vehicles Ford complied with all industry and government standards. Thus, the Subject Vehicles are not defectively designed or manufactured, and any recovery by Plaintiffs or members of the putative class is barred.

10. The claims of Plaintiff and the putative class are barred by laches because they inexcusably delayed pursuit of their claims and such delay has resulted in prejudice to Ford. More specifically, Plaintiffs and the putative class members failed to file suit within a reasonable time after they had, or should have had, knowledge of a basis for their claims.

11. Ford did not sell or lease any of the Subject Vehicles directly to Plaintiff or the putative class. Thus, to the extent applicable under state law, the claims of Plaintiff and the putative class are barred by lack of privity.

12. Plaintiffs' warranty claims are barred due to their failure to provide timely notice of the breach to Ford.

13. All of the vehicles in the purported class and subclasses were sold or leased to their initial purchaser with the New Vehicle Limited Warranty provided by Ford, which contains a dispute resolution provision. Plaintiffs' claims are barred to the extent they did not comply with the dispute resolution provision.

14. The claims of Plaintiffs or some members of the proposed class and subclasses are barred by the applicable statutes of limitation.

15. The claims of Plaintiffs and members of the proposed class are barred, in whole or in part, because they failed to mitigate damages and/or took unreasonable, unnecessary, and/or unduly expensive actions in purported mitigation.

16. Any and all risks and dangers, if any, alleged in the Second Amended Class Action Complaint, had been seen, understood, recognized, and were fully known by Plaintiffs and all said risks and dangers, if any, were fully appreciated and voluntarily assumed during all times set out in the Second Amended Class Action Complaint. Plaintiffs are therefore barred from any recover herein or his damages, if any, are reduced according to law.

17. The Subject Vehicles have been damaged as a result of the negligence, fault, carelessness, misuse, or abuse of Plaintiffs and the putative class, which was the sole, intervening, superseding, or contributing cause of their alleged damages. Although the particular cause of damage must be determined on an individual basis with respect to every Plaintiff and putative class member, examples include, but are not limited to, misuse or abuse of the vehicle, damage caused by accidents, improper or inadequate repairs, aftermarket modifications or alterations, and/or use of aftermarket products. Depending on the applicable state law, any recovery by Plaintiff or the putative class is barred in full, or is diminished in proportion to the amount of negligence, fault, carelessness, misuse, or abuse attributable to Plaintiff or putative class members.

18. Plaintiffs and the purported class and subclasses may have vehicle lease or sale agreements that contain a mandatory dispute resolution provision.

19. The claims of Plaintiff or some members of the purported class and subclass are barred, in whole or in part, by the Commerce Clause of the United States Constitution because they purport to regulate interstate commerce and impermissibly place an undue burden on interstate commerce.

20. To the extent that Plaintiffs seek to impose compensatory or punitive liability on Ford on the basis that their vehicles or the vehicles identified in the proposed class and subclass

definitions are “defective” or have a “defect” without having a definition of defect tethered to any recognized legal standard or to any objective criteria, any monetary amount awarded against Ford would violate the due process clauses of the United States Constitution and/or the Constitutions of the state in which a vehicle was purchased, because such a construction and application of the statutes at issue (a) would render the statutes impermissibly vague as applied in that Ford would have been provided no fair warning of what conduct was prohibited, and (b) would permit arbitrary and discriminatory enforcement of the statutes.

21. To the extent that Plaintiffs seek to impose compensatory or punitive liability on Ford on the basis that Ford violated a duty of disclosure to Plaintiffs which duty is undefined and untethered any recognized legal standard or to any recognized legal standard or to any objective criteria, any monetary amount awarded against Ford would violate the due process clauses of the United States Constitution and/or the Constitutions of the state in which a vehicle was purchased, because such a construction and application of the statutes at issue (a) would render the statutes impermissibly vague as applied in that Ford would have been provided no fair warning of what conduct was prohibited, and (b) would permit arbitrary and discriminatory enforcement of the statutes.

22. Plaintiffs and proposed class and subclass members received all or substantially all of the benefit from the vehicles that they hoped and intended to receive, and, to that extent, any damages and/or restitution that Plaintiff might be entitled to recover from Ford must be correspondingly reduced.

23. Ford relies and incorporates all arguments raised in the motion to dismiss it previously filed in this matter.

24. Ford reserves the right to assert additional affirmative and other defenses as may be established by the evidence in this case.

Wherefore, Ford prays as follows:

1. that Plaintiffs take nothing by way of their Second Amended Class Action Complaint;
2. that Defendant be awarded costs of suit;
3. that Defendant be awarded reasonable attorneys' fees; and
4. for such other and further relief as the Court deems just and proper.

Dated: August 31, 2018

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**CERTIFICATE OF SERVICE**

I hereby certify that on August 31, 2018, I electronically filed *Ford Motor Company's Answer To Plaintiff's Second Amended Class Action Complaint, Jury Demand and Affirmative Defenses* with the Clerk of the Court using the ECF system, which will send notification of such filing to all counsel of record.

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