

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

TERI CALLEN, STEVE BURTON,)	
PAUL FINKENAUER, LORNE)	
COLLIER, JOSE FIGUEROA,)	
GLENN SCUDDER, ANN FULMER,)	
RUDI ROSENFELD, TARYN)	
ARMSTRONG, SEAN HUNTER,)	
RICHARD HALL, ANGELO)	
FARROW, and LARRY ACUNTO)	Case No. 1:19-CV-01411-TWT
on behalf of themselves)	
and all others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
DAIMLER AG and)	
MERCEDES-BENZ USA, LLC)	
)	
Defendants.)	

**DEFENDANT MERCEDES-BENZ USA, LLC’S ANSWER
TO SECOND AMENDED CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

Defendant Mercedes-Benz USA, LLC (“MBUSA”), answering for itself alone, responds to Plaintiffs’ Second Amended Class Action Complaint (“Second Amended Complaint”) (ECF No. 59) as follows:

1. MBUSA admits that Plaintiffs purport to assert claims on behalf of themselves and on behalf of a putative class, but denies that it is liable under any theory. MBUSA denies that this action may or should be maintained or properly prosecuted as a class action, denies that the class defined by Plaintiffs may or should be certified, and further denies that any class may or should be certified in this action. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 1.

2. MBUSA admits that Plaintiffs purport to assert claims individually and on behalf of a putative class, but denies that it is liable under any theory. MBUSA denies that this action may or should be maintained or properly prosecuted as a class action, denies that the class defined by Plaintiffs may or should be certified, and further denies that any class may or should be certified in this action. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 2.

3. MBUSA admits that Plaintiffs purport to assert claims relating to the vehicles listed in paragraph 3 (the “Putative Class Vehicles”), but denies that it is

liable under any theory. MBUSA denies all other allegations in paragraph 3 and footnote 1, and specifically denies that the trim on the Putative Class Vehicles is “uniform (and uniformly defective).”

4. MBUSA denies the allegations in paragraph 4.

5. MBUSA denies the allegations in paragraph 5.

6. MBUSA admits that Technical Service Bulletin (“TSB”) LI68.10-P-050 was issued on November 22, 2010 and states that the TSB speaks for itself. MBUSA further admits that paragraph 6 purports to selectively quote from the second version of the TSB. MBUSA denies the allegations in paragraph 6 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 6.

7. MBUSA admits that paragraph 7 purports to selectively quote from TSB LI68.10-P-050 and states that the TSB speaks for itself. MBUSA denies the allegations in paragraph 7 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 7.

8. MBUSA admits that paragraph 8 purports to selectively quote from TSB LI68.10-P-050 and states that the TSB speaks for itself. MBUSA denies the allegations in paragraph 8 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 8.

9. MBUSA denies the allegations in paragraph 9, and specifically denies that the trim is defective.

10. MBUSA admits that paragraph 10 purports to selectively quote from TSB LI68.10-P-050 and states that the TSB speaks for itself. MBUSA denies the allegations in paragraph 10 to the extent they are inconsistent with the TSB.

Except as expressly admitted herein, MBUSA denies the allegations in paragraph 10.

11. MBUSA denies the allegations in paragraph 11.

12. MBUSA admits that Technical Service Bulletin (“TSB”) LI68.30-P-053962 was issued on November 25, 2013 and states that the TSB speaks for itself. MBUSA further admits that paragraph 12 purports to selectively quote from the fourth version of the TSB. MBUSA further admits that several versions of TSB LI68.30-P-053962 have been issued and states that those versions speak for themselves. MBUSA denies the allegations in paragraph 12 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 12.

13. MBUSA admits that paragraph 13 purports to selectively quote from TSB LI68.30-P-053962 and states that the TSB speaks for itself. MBUSA denies the allegations in paragraph 13 to the extent they are inconsistent with the TSB.

Except as expressly admitted herein, MBUSA denies the allegations in paragraph 13, and specifically denies that the Putative Class Vehicles' trim is defective.

14. MBUSA denies the allegations in paragraph 14.

15. MBUSA denies the allegations in paragraph 15.

16. MBUSA denies the allegations in paragraph 16.

17. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17 and, on that basis, denies those allegations.

18. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18 and, on that basis, denies those allegations.

19. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19 and, on that basis, denies those allegations.

20. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 and, on that basis, denies those allegations.

21. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21 and, on that basis, denies those allegations.

22. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 22 and, on that basis, denies those allegations.

23. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23 and, on that basis, denies those allegations.

24. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24 and, on that basis, denies those allegations.

25. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 25 and, on that basis, denies those allegations.

26. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 26 and, on that basis, denies those allegations.

27. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 27 and, on that basis, denies those allegations.

28. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 28 and, on that basis, denies those allegations.

29. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 29 and, on that basis, denies those allegations.

30. MBUSA admits that it is a Delaware limited liability company and states that its principal place of business is in Sandy Springs, Georgia. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 30.

31. MBUSA admits that its parent company is Daimler North America Corporation, the ultimate parent of which is Daimler AG. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 31.

32. The allegations in paragraph 32 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 32.

33. The allegations in paragraph 33 are not directed to MBUSA, and therefore no response is required from it. To the extent a response is required, MBUSA admits that Daimler AG is a German Aktiengesellschaft with its principal place of business in Stuttgart, Germany.

34. MBUSA admits that it was and is involved in the business of marketing, warranting, and distributing the Putative Class Vehicles in the United States and that Daimler AG was involved in the business of designing and manufacturing them. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 34.

35. The allegations in paragraph 35 are not directed to MBUSA, and therefore no response is required from it. To the extent a response is required, MBUSA admits that Daimler AG was involved in the business of designing and manufacturing the Putative Class Vehicles. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 35.

36. The allegations in paragraph 36 are not directed to MBUSA, and therefore no response is required from it. The allegations in paragraph 36 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 36.

37. The allegations in paragraph 37 are not directed to MBUSA, and therefore no response is required from it. The allegations in paragraph 37 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 37.

38. The allegations in paragraph 38 are not directed to MBUSA, and therefore no response is required from it. To the extent a response is required, MBUSA denies the allegations in paragraph 38.

39. The allegations in paragraph 39 are not directed to MBUSA, and therefore no response is required from it. The allegations in paragraph 39 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 39.

40. The allegations in paragraph 40 are not directed to MBUSA, and therefore no response is required from it. The allegations in paragraph 40 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 40.

41. MBUSA denies the allegations in paragraph 41.

42. The allegations in paragraph 42 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that plaintiffs allege that this action is within the subject matter jurisdiction of this

Court. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 42.

43. The allegations in paragraph 43 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that plaintiffs allege that this action is within the subject matter jurisdiction of this Court. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 43.

44. The allegations in paragraph 44 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that plaintiffs allege that this action is within the subject matter jurisdiction of this Court. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 44.

45. The allegations in paragraph 45 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it is authorized to and does conduct business in this District, and that MBUSA has its principal place of business in this District. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 45.

46. The allegations in paragraph 46 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it

transacts business in this District. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 46.

47. The allegations in paragraph 47 are not directed to MBUSA, and therefore no response is required from it. The allegations in paragraph 47 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 47.

48. The allegations in paragraph 48 are not directed to MBUSA, and therefore no response is required from it. The allegations in paragraph 48 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 48.

49. The allegations in paragraph 49 are not directed to MBUSA, and therefore no response is required from it. The allegations in paragraph 49 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 49.

50. The allegations in paragraph 50 are not directed to MBUSA, and therefore no response is required from it. The allegations in paragraph 50 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 50.

51. The allegations in paragraph 51 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 51.

52. The allegations in paragraph 52 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 52.

53. The allegations in paragraph 53 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it conducts business in this District, and that MBUSA has its principal place of business in this District. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 53.

54. MBUSA admits that various Mercedes-Benz vehicles have been sold with Burl Walnut Wood Trim. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 54 concerning Plaintiffs and the putative class members and, on that basis, denies those allegations. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 54.

55. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 55 and, on that basis, denies those allegations.

56. MBUSA denies the allegations in paragraph 56, and specifically denies that the Putative Class Vehicles' trim is defective.

57. MBUSA denies the allegations in paragraph 57, and specifically denies that the Putative Class Vehicles' trim is defective.

58. MBUSA denies the allegations in paragraph 58, and specifically denies that the Putative Class Vehicles' trim is defective

59. MBUSA admits that it has not issued a recall of any Putative Class Vehicles based on issues with the trim, but denies that it has any obligation to do so. MBUSA denies the remaining allegations in paragraph 59, and specifically denies that the Putative Class Vehicles' trim is defective.

60. MBUSA denies the allegations in paragraph 60, and specifically denies that the Putative Class Vehicles' trim is defective.

61. MBUSA denies the allegations in paragraph 61.

62. MBUSA denies the allegations in paragraph 62.

63. MBUSA denies the allegations in paragraph 63.

64. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 64 to the extent they are inconsistent with the terms of each applicable New Vehicle Limited Warranty. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 64.

65. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 65 and, on that basis, denies those allegations.

66. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 66 to the extent they are inconsistent with the terms of each applicable New Vehicle Limited Warranty. The allegations in paragraph 66 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 66.

67. MBUSA admits that paragraph 67 purports to selectively quote certain statements purportedly made by Ola Kaellenius. Except as expressly admitted herein, MBUSA denies the remaining allegations in paragraph 67.

68. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 68 to the extent they are inconsistent with the terms of each applicable New Vehicle Limited Warranty. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 68.

69. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 69 to the extent they are inconsistent with the terms of each applicable New Vehicle Limited Warranty. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 69, and specifically denies that the Putative Class Vehicles' trim is defective.

70. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 70 to the extent they are inconsistent with the terms of each applicable warranty. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 70.

71. The allegations in paragraph 71 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 71.

72. MBUSA denies the allegations in paragraph 72.

73. MBUSA denies the allegations in paragraph 73.

74. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 74 and, on that basis, denies those allegations.

75. MBUSA admits that Plaintiff Callen's vehicle was sold with a Certified Pre-Owned Warranty. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 75 and, on that basis, denies those allegations.

76. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 76 and, on that basis, denies those allegations.

77. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 77 and, on that basis, denies those allegations.

78. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 78 and, on that basis, denies those allegations.

79. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 79 and, on that basis, denies those allegations.

80. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 80 and, on that basis, denies those allegations.

81. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 81 regarding Plaintiff Callen and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 81, and specifically denies that the trim on the Putative Class Vehicles is defective.

82. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 82 to the extent they are inconsistent with the terms of each applicable warranty. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the

allegations in paragraph 82 regarding Plaintiff Callen and, on that basis, denies those allegations. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 82.

83. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 83 and, on that basis, denies those allegations.

84. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 84 and, on that basis, denies those allegations.

85. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 85 concerning Plaintiff Callen's vehicle and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 85, and specifically denies that the trim on the Putative Class Vehicles is defective.

86. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 86 and, on that basis, denies those allegations.

87. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 87 and, on that basis, denies those allegations.

88. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 88 and, on that basis, denies those allegations.

89. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 89 and, on that basis, denies those allegations.

90. MBUSA denies the allegations in paragraph 90.

91. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Callen's vehicle but denies that it had any obligation to do so. MBUSA denies the remaining allegations in paragraph 91, and specifically denies that the Putative Class Vehicles' trim is defective.

92. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 92 and, on that basis, denies those allegations.

93. MBUSA denies the allegations in paragraph 93.

94. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 94 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 94 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 94.

95. The allegations in paragraph 95 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 95.

96. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 96 and, on that basis, denies those allegations.

97. MBUSA admits that Plaintiff Burton's vehicle was sold with a Certified Pre-Owned Warranty. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 97 and, on that basis, denies those allegations.

98. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 98 and, on that basis, denies those allegations.

99. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 99 and, on that basis, denies those allegations.

100. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 100 and, on that basis, denies those allegations.

101. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 101 and, on that basis, denies those allegations.

102. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 102 regarding Plaintiff Burton and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 102 and specifically denies that the Burl Walnut Wood Trim in the Putative Class Vehicles is defective.

103. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 103 and, on that basis, denies those allegations.

104. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 104 and, on that basis, denies those allegations.

105. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 105 and, on that basis, denies those allegations.

106. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 106 regarding Plaintiff Burton and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 106, and specifically denies that the Putative Class Vehicles' trim is defective.

107. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 107 to the extent they are inconsistent with the terms of each applicable warranty. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 107 concerning Plaintiff Burton and, on that basis, denies those allegations. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 107.

108. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 108 and, on that basis, denies those allegations.

109. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 109 and, on that basis, denies those allegations.

110. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 110 regarding Plaintiff Burton's vehicle and, on that basis, denies those allegations. MBUSA specifically denies that there exists any defect in Plaintiff Burton's vehicle.

111. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 111 and, on that basis, denies those allegations.

112. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 112 and, on that basis, denies those allegations.

113. MBUSA denies the allegations in paragraph 113.

114. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Burton's vehicle but denies that it had any obligation to do so. MBUSA denies the

remaining allegations in paragraph 114, and specifically denies that the Putative Class Vehicles' trim is defective.

115. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 115 and, on that basis, denies those allegations.

116. MBUSA denies the allegations in paragraph 116.

117. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 117 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 117 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 117.

118. The allegations in paragraph 118 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 118.

119. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 119 and, on that basis, denies those allegations.

120. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 120 and, on that basis, denies those allegations.

121. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 121 and, on that basis, denies those allegations.

122. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 122 and, on that basis, denies those allegations.

123. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 123 and, on that basis, denies those allegations.

124. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 124 and, on that basis, denies those allegations.

125. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 125 and, on that basis, denies those allegations.

126. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 126 and, on that basis, denies those allegations.

127. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 127 regarding Plaintiff Finkenauer and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 127, and specifically denies that the Putative Class Vehicles' trim is defective.

128. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 128 to the extent they are inconsistent with the terms of each applicable warranty. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 128 regarding Plaintiff Finkenauer and, on that basis, denies those allegations. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 128.

129. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 129 and, on that basis, denies those allegations.

130. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 130 and, on that basis, denies those allegations.

131. MBUSA denies the allegations in paragraph 131.

132. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Finkenauer's vehicle but denies that it had any obligation to do so. MBUSA denies the remaining allegations in paragraph 132, and specifically denies that the Putative Class Vehicles' trim is defective.

133. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 133 and, on that basis, denies those allegations.

134. MBUSA denies the allegations in paragraph 134.

135. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 135 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 135 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 135.

136. The allegations in paragraph 136 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 136.

137. The allegations in paragraph 137 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 137.

138. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 138 and, on that basis, denies those allegations.

139. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 139 and, on that basis, denies those allegations.

140. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 140 and, on that basis, denies those allegations.

141. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 141 and, on that basis, denies those allegations.

142. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 142 and, on that basis, denies those allegations.

143. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 143 and, on that basis, denies those allegations.

144. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 144 and, on that basis, denies those allegations.

145. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 145 and, on that basis, denies those allegations.

146. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 146 regarding Plaintiff Collier and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 146, and specifically denies that there exists any defect in the Putative Class Vehicles' trim.

147. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class

Vehicles. MBUSA denies the allegations in paragraph 147 to the extent they are inconsistent with the terms of each applicable warranty. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 147 concerning Plaintiff Collier and, on that basis, denies those allegations. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 147.

148. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 148 and, on that basis, denies those allegations.

149. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 149 and, on that basis, denies those allegations.

150. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 150 and, on that basis, denies those allegations.

151. MBUSA denies the allegations in paragraph 151.

152. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Collier's vehicle but denies that it had any obligation to do so. MBUSA denies the

remaining allegations in paragraph 152, and specifically denies that the Putative Class Vehicles' trim is defective.

153. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 153 and, on that basis, denies those allegations.

154. MBUSA denies the allegations in paragraph 154.

155. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 155 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 155 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 155.

156. The allegations in paragraph 156 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 156.

157. The allegations in paragraph 157 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 157.

158. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 158 and, on that basis, denies those allegations.

159. MBUSA admits that Plaintiff Figueroa's vehicle was sold with a Certified Pre-Owned Warranty. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 159 and, on that basis, denies those allegations.

160. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 160 and, on that basis, denies those allegations.

161. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 161 and, on that basis, denies those allegations.

162. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 162 and, on that basis, denies those allegations.

163. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 163 and, on that basis, denies those allegations.

164. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 164 and, on that basis, denies those allegations.

165. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 165 and, on that basis, denies those allegations.

166. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 166 and, on that basis, denies those allegations.

167. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 167 and, on that basis, denies those allegations.

168. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 168 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 168 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 168.

169. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 169 and, on that basis, denies those allegations.

170. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 170 and, on that basis, denies those allegations.

171. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 171 and, on that basis, denies those allegations.

172. MBUSA denies the allegations in paragraph 172.

173. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Figueroa's vehicle but denies that it had any obligation to do so. MBUSA denies the remaining allegations in paragraph 173, and specifically denies that the Putative Class Vehicles' trim is defective.

174. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 174 and, on that basis, denies those allegations.

175. MBUSA denies the allegations in paragraph 175.

176. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 176 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 176 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 176.

177. The allegations in paragraph 177 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 177 and, on that basis, denies those allegations.

178. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 178 and, on that basis, denies those allegations.

179. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 179 and, on that basis, denies those allegations.

180. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 180 and, on that basis, denies those allegations.

181. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 181 and, on that basis, denies those allegations.

182. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 182 and, on that basis, denies those allegations.

183. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 183 and, on that basis, denies those allegations.

184. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 184 and, on that basis, denies those allegations.

185. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 185 and, on that basis, denies those allegations.

186. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 186 and, on that basis, denies those allegations.

187. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 187 and, on that basis, denies those allegations.

188. MBUSA denies the allegations in paragraph 188.

189. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 189 and, on that basis, denies those allegations.

190. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Scudder's vehicle but denies that it had any obligation to do so. MBUSA denies the remaining allegations in paragraph 190, and specifically denies that the Putative Class Vehicles' trim is defective.

191. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 191 and, on that basis, denies those allegations.

192. MBUSA denies the allegations in paragraph 192.

193. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 193 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in

paragraph 193 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 193.

194. The allegations in paragraph 194 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 194 and, on that basis, denies those allegations.

195. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 195 and, on that basis, denies those allegations.

196. MBUSA admits that Plaintiff Fulmer's vehicle was sold with a Certified Pre-Owned Warranty. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 196 and, on that basis, denies those allegations.

197. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 197 and, on that basis, denies those allegations.

198. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 198 and, on that basis, denies those allegations.

199. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 199 and, on that basis, denies those allegations.

200. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 200 and, on that basis, denies those allegations.

201. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 201 and, on that basis, denies those allegations.

202. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 202 and, on that basis, denies those allegations.

203. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 203 and, on that basis, denies those allegations.

204. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 204 and, on that basis, denies those allegations.

205. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 205 and, on that basis, denies those allegations.

206. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 206 and, on that basis, denies those allegations.

207. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 207 and, on that basis, denies those allegations.

208. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 208 and, on that basis, denies those allegations.

209. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 209 and, on that basis, denies those allegations.

210. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 210 and, on that basis, denies those allegations.

211. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 211 and, on that basis, denies those allegations.

212. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 212 and, on that basis, denies those allegations.

213. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 213 and, on that basis, denies those allegations.

214. MBUSA denies the allegations in paragraph 214.

215. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Fulmer's vehicle but denies that it had any obligation to do so. MBUSA denies the remaining allegations in paragraph 215, and specifically denies that the Putative Class Vehicles' trim is defective.

216. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 216 and, on that basis, denies those allegations.

217. MBUSA denies the allegations in paragraph 217.

218. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 218 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 218 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 218.

219. The allegations in paragraph 219 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 219 and, on that basis, denies those allegations.

220. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 220 and, on that basis, denies those allegations.

221. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 221 and, on that basis, denies those allegations.

222. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 222 and, on that basis, denies those allegations.

223. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 223 and, on that basis, denies those allegations.

224. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 224 and, on that basis, denies those allegations.

225. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 225 and, on that basis, denies those allegations.

226. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 226 and, on that basis, denies those allegations.

227. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 227 and, on that basis, denies those allegations.

228. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 228 and, on that basis, denies those allegations.

229. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 229 and, on that basis, denies those allegations.

230. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 230 and, on that basis, denies those allegations.

231. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 231 and, on that basis, denies those allegations.

232. MBUSA denies the allegations in paragraph 232.

233. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Rosenfeld's vehicle but denies that it had any obligation to do so. MBUSA denies the remaining allegations in paragraph 233, and specifically denies that the Putative Class Vehicles' trim is defective.

234. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 234 and, on that basis, denies those allegations.

235. MBUSA denies the allegations in paragraph 235.

236. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 236 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 236 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 236.

237. The allegations in paragraph 237 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 237 and, on that basis, denies those allegations.

238. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 238 and, on that basis, denies those allegations.

239. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 239 and, on that basis, denies those allegations.

240. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 240 and, on that basis, denies those allegations.

241. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 241 and, on that basis, denies those allegations.

242. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 242 and, on that basis, denies those allegations.

243. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 243 and, on that basis, denies those allegations.

244. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 244 and, on that basis, denies those allegations.

245. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 245 and, on that basis, denies those allegations.

246. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 246 and, on that basis, denies those allegations.

247. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 247 and, on that basis, denies those allegations.

248. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 248 and, on that basis, denies those allegations.

249. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 249 and, on that basis, denies those allegations.

250. MBUSA denies the allegations in paragraph 250.

251. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Armstrong's vehicle but denies that it had any obligation to do so. MBUSA denies the remaining allegations in paragraph 251, and specifically denies that the Putative Class Vehicles' trim is defective.

252. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 252 and, on that basis, denies those allegations.

253. MBUSA denies the allegations in paragraph 253.

254. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 254 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 254 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 254.

255. The allegations in paragraph 255 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 255 and, on that basis, denies those allegations.

256. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 256 and, on that basis, denies those allegations.

257. MBUSA admits that Plaintiff Hunter's vehicle was sold with a Certified Pre-Owned Warranty. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 257 and, on that basis, denies those allegations.

258. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 258 and, on that basis, denies those allegations.

259. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 259 and, on that basis, denies those allegations.

260. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 260 and, on that basis, denies those allegations.

261. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 261 and, on that basis, denies those allegations.

262. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 262 and, on that basis, denies those allegations.

263. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 263 and, on that basis, denies those allegations.

264. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 264 and, on that basis, denies those allegations.

265. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 265 and, on that basis, denies those allegations.

266. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 266 and, on that basis, denies those allegations.

267. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 267 and, on that basis, denies those allegations.

268. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 268 and, on that basis, denies those allegations.

269. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 269 and, on that basis, denies those allegations.

270. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 270 and, on that basis, denies those allegations.

271. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 271 and, on that basis, denies those allegations.

272. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 272 and, on that basis, denies those allegations.

273. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 273 and, on that basis, denies those allegations.

274. MBUSA denies the allegations in paragraph 274.

275. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Hunter's vehicle but denies that it had any obligation to do so. MBUSA denies the remaining allegations in paragraph 275, and specifically denies that the Putative Class Vehicles' trim is defective.

276. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 276 and, on that basis, denies those allegations.

277. MBUSA denies the allegations in paragraph 277.

278. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 278 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 278 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 278.

279. The allegations in paragraph 279 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 279 and, on that basis, denies those allegations.

280. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 280 and, on that basis, denies those allegations.

281. MBUSA admits that Plaintiff Hall's vehicle was sold with a Certified Pre-Owned Warranty. MBUSA is without knowledge or information sufficient to

form a belief as to the truth of the remaining allegations in paragraph 281 and, on that basis, denies those allegations.

282. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 282 and, on that basis, denies those allegations.

283. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 283 and, on that basis, denies those allegations.

284. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 284 and, on that basis, denies those allegations.

285. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 285 and, on that basis, denies those allegations.

286. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 286 and, on that basis, denies those allegations.

287. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 287 and, on that basis, denies those allegations.

288. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 288 and, on that basis, denies those allegations.

289. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 289 and, on that basis, denies those allegations.

290. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 290 and, on that basis, denies those allegations.

291. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 291 and, on that basis, denies those allegations.

292. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 292 and, on that basis, denies those allegations.

293. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 293 and, on that basis, denies those allegations.

294. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 294 and, on that basis, denies those allegations.

295. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 295 and, on that basis, denies those allegations.

296. MBUSA denies the allegations in paragraph 296.

297. MBUSA admits that it has not repaired or replaced the trim in Plaintiff Hall's vehicle but denies that it had any obligation to do so. MBUSA denies the remaining allegations in paragraph 297, and specifically denies that the Putative Class Vehicles' trim is defective.

298. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 298 and, on that basis, denies those allegations.

299. MBUSA denies the allegations in paragraph 299.

300. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 300 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 300 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 300.

301. The allegations in paragraph 301 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 301 and, on that basis, denies those allegations.

302. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 302 and, on that basis, denies those allegations.

303. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 303 and, on that basis, denies those allegations.

304. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 304 and, on that basis, denies those allegations.

305. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 305 and, on that basis, denies those allegations.

306. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 306 and, on that basis, denies those allegations.

307. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 307 and, on that basis, denies those allegations.

308. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 308 and, on that basis, denies those allegations.

309. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 309 and, on that basis, denies those allegations.

310. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 310 and, on that basis, denies those allegations.

311. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 311 and, on that basis, denies those allegations.

312. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 312 and, on that basis, denies those allegations.

313. MBUSA denies the allegations in paragraph 313.

314. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 314 and, on that basis, denies those allegations.

315. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 315 to the extent they are inconsistent with the terms of each applicable warranty. The allegations in paragraph 315 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 315.

316. MBUSA denies the allegations in paragraph 316.

317. The allegations in paragraph 317 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without

knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 317 and, on that basis, denies those allegations.

318. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 318 and, on that basis, denies those allegations.

319. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 319 and, on that basis, denies those allegations.

320. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 320 and, on that basis, denies those allegations.

321. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 321 and, on that basis, denies those allegations.

322. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 322 and, on that basis, denies those allegations.

323. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 323 and, on that basis, denies those allegations.

324. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 324 and, on that basis, denies those allegations.

325. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 325 and, on that basis, denies those allegations.

326. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 326 and, on that basis, denies those allegations.

327. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 327 and, on that basis, denies those allegations.

328. MBUSA denies the allegations in paragraph 328.

329. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 329 to the extent they are

inconsistent with the terms of each applicable warranty. The allegations in paragraph 329 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 329.

330. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 330 and, on that basis, denies those allegations.

331. MBUSA denies the allegations in paragraph 331.

332. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 332 regarding Plaintiffs, and on that basis denies those allegations. MBUSA admits that paragraph 332 purports to selectively quote certain statements from a Mercedes “Vehicle Care Guide” and states that those statements speak for themselves. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 332.

333. MBUSA admits that paragraph 333 purports to selectively quote certain statements purportedly made by Ola Kaellenius and states that those statements speak for themselves. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 333.

334. MBUSA denies the allegations in paragraph 334, and specifically denies that the Putative Class Vehicles’ trim is defective.

335. MBUSA admits that Mercedes-Benz vehicles are marketed as luxury vehicles. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 335.

336. MBUSA admits that it was involved with marketing certain Putative Class Vehicles to consumers through various channels. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 336.

337. MBUSA admits that certain marketing materials designed for use in promoting certain vehicles distributed by MBUSA at certain points in time have stated that vehicles distributed by MBUSA are “state-of-the-art,” “luxury,” have “fine craftsmanship,” and are “the most advanced vehicles on the road.” MBUSA further admits that it has used the slogan “the best or nothing” in certain marketing materials. Except as expressly admitted herein, MBUSA denies the remaining allegations in paragraph 337.

338. MBUSA denies the allegations in paragraph 338, and specifically denies that the Putative Class Vehicles’ trim is defective.

339. MBUSA admits that paragraph 339 purports to selectively quote from the New Vehicle Limited Warranty applicable to certain Putative Class Vehicles. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 339.

340. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 340 and, on that basis, denies those allegations.

341. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 341 and, on that basis, denies those allegations.

342. MBUSA admits that it has used the slogan “the best or nothing” in certain marketing materials. MBUSA further admits that paragraph 342 purports to selectively quote certain statements purportedly made by Joachim Schmidt and states that those statements speak for themselves. Except as expressly admitted herein, MBUSA denies the remaining allegations in paragraph 342.

343. MBUSA admits that paragraph 343 purports to selectively quote from a “Vehicle Care Guide” and states that that document speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 343.

344. MBUSA admits that paragraph 344 purports to selectively quote certain statements purportedly made by “Mercedes” and states that those statements speak for themselves. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 344.

345. MBUSA admits that paragraph 345 purports to selectively quote certain statements purportedly made by “Mercedes” and states that those statements speak for themselves. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 345, and specifically denies that the Putative Class Vehicles’ trim is defective.

346. MBUSA admits that paragraph 346 purports to selectively quote from certain statements purportedly made by “Mercedes” and states that those statements speak for themselves. Except as expressly admitted herein, MBUSA denies the remaining allegations in paragraph 346, and specifically denies that the Putative Class Vehicles’ trim is defective.

347. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 347 and, on that basis, denies those allegations.

348. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 348 regarding the Plaintiffs and putative class members and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 348, and specifically denies that the Putative Class Vehicles’ trim is defective.

349. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 349 regarding the Plaintiffs and putative class members and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 349, and specifically denies that the Putative Class Vehicles' trim is defective.

350. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 350 regarding the Plaintiffs and putative class members and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 350, and specifically denies that the Putative Class Vehicles' trim is defective.

351. MBUSA denies the allegations in paragraph 351, and specifically denies that the Putative Class Vehicles' trim is defective.

352. MBUSA denies the allegations in paragraph 352, and specifically denies that the Putative Class Vehicles' trim is defective.

353. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 353 and, on that basis, denies those allegations.

354. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 354, including all subparagraphs, and, on that basis, denies those allegations.

355. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 355 and, on that basis, denies those allegations.

356. MBUSA denies the allegations in paragraph 356.

357. MBUSA denies the allegations in paragraph 357.

358. The allegations in paragraph 358 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 358.

359. MBUSA admits that Technical Service Bulletin (“TSB”) LI68.10-P-050415 was issued on November 22, 2010 and states that the TSB speaks for itself. MBUSA denies the allegations in paragraph 359 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 359.

360. MBUSA admits that paragraph 360 purports to selectively quote from TSB LI68.10-P-050415 and states that the TSB speaks for itself. MBUSA denies the allegations in paragraph 360 to the extent they are inconsistent with the TSB.

Except as expressly admitted herein, MBUSA denies the allegations in paragraph 360.

361. MBUSA admits that paragraph 361 purports to selectively quote from TSB LI68.10-P-050415 and states that the TSB speaks for itself. MBUSA denies the allegations in paragraph 361 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 361.

362. MBUSA admits that paragraph 362 purports to selectively quote from TSB LI68.10-P-050415 and states that the TSB speaks for itself. MBUSA denies the allegations in paragraph 362 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 362.

363. MBUSA admits that paragraph 363 purports to selectively quote from TSB LI68.10-P-050415 and states that the TSB speaks for itself. MBUSA denies the allegations in paragraph 363 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 363.

364. MBUSA admits that TSB LI68.30-P-053962 was issued on November 25, 2013 and states that the TSB speaks for itself. MBUSA denies the allegations

in paragraph 364 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 364.

365. MBUSA admits that several versions of TSB LI68.30-P-053962 have been issued and states that those versions speak for themselves. MBUSA denies the allegations in paragraph 365 to the extent they are inconsistent with the TSB. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 365.

366. The allegations in paragraph 366 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 366, and specifically denies that the Putative Class Vehicles' trim is defective.

367. The allegations in paragraph 367 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 367, and specifically denies that the Putative Class Vehicles' trim is defective.

368. The allegations in paragraph 368 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 368, and specifically denies that the Putative Class Vehicles' trim is defective.

369. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 369 concerning alleged online hearsay complaints allegedly posted by various unidentified individuals and, on that basis, denies those allegations. MBUSA further states that it is without knowledge or information sufficient to form a belief as to the truth of the alleged hearsay complaints purportedly excerpted in paragraph 369 and, on that basis, denies those hearsay allegations. MBUSA denies the remaining allegations in paragraph 369, and specifically denies that the Putative Class Vehicles' trim is defective.

370. MBUSA denies the allegations in paragraph 370, and specifically denies that the Putative Class Vehicles' trim is defective.

371. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 371 concerning alleged online hearsay complaints allegedly posted by various unidentified individuals and, on that basis, denies those allegations. MBUSA further states that it is without knowledge or information sufficient to form a belief as to the truth of the alleged hearsay complaints purportedly excerpted in paragraph 371 and, on that basis, denies those hearsay allegations. MBUSA denies the remaining allegations in

paragraph 371, and specifically denies that the Putative Class Vehicles' trim is defective.

372. MBUSA admits that paragraph 372 purports to selectively quote from a news article concerning an individual's experience with his Mercedes vehicle and states that the article speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 372.

373. The allegations in paragraph 373 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 373 regarding statements purportedly made to Plaintiffs and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 373, and specifically denies that the Putative Class Vehicles' trim is defective.

374. The allegations in paragraph 374 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 374, and specifically denies that the Putative Class Vehicles' trim is defective.

375. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 375 and, on that basis, denies those allegations.

376. MBUSA admits that it has access to certain data about certain repairs made on Mercedes-Benz vehicles under warranty at authorized dealers and that it may periodically review some of this data for various reasons. MBUSA further admits that this data is confidential and proprietary. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 376.

377. The allegations in paragraph 377 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 377, and specifically denies that the Putative Class Vehicles' trim is defective.

378. The allegations in paragraph 378 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it communicates with NHTSA from time to time concerning alleged defects in Mercedes-Benz vehicles. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 378.

379. The allegations in paragraph 379 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it

has access to publicly available information disclosed by NHTSA. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 379, and specifically denies that the Putative Class Vehicles' trim is defective.

380. The allegations in paragraph 380 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 380, and specifically denies that the Putative Class Vehicles' trim is defective.

381. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 381 concerning alleged online hearsay complaints allegedly posted by various unidentified individuals and, on that basis, denies those allegations. MBUSA further states that it is without knowledge or information sufficient to form a belief as to the truth of the alleged hearsay complaints purportedly excerpted in paragraph 381 and, on that basis, denies those hearsay allegations. MBUSA denies the remaining allegations in paragraph 381, and specifically denies that the Putative Class Vehicles' trim is defective.

382. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 382 regarding consumer complaints and, on that basis, denies those allegations. MBUSA denies the

remaining allegations in paragraph 382, and specifically denies that the Putative Class Vehicles' trim is defective.

383. MBUSA denies the allegations in paragraph 383, including all subparagraphs, and specifically denies that the Putative Class Vehicles' trim is defective.

384. MBUSA denies the allegations in paragraph 384, and specifically denies that the Putative Class Vehicles' trim is defective.

385. MBUSA denies the allegations in paragraph 385.

386. MBUSA denies the allegations in paragraph 386.

387. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 387 and, on that basis, denies those allegations.

388. MBUSA admits that it makes certain statements to its dealers as part of its Certified Pre-Owned Vehicle program, and that the allegations in paragraph 388 purport to selectively quote such statements. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 388.

389. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 389 and, on that basis, denies those allegations.

390. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 390 and, on that basis, denies those allegations.

391. MBUSA denies the allegations in paragraph 391, and specifically denies that the Putative Class Vehicles' trim is defective.

392. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 392 regarding Plaintiffs and the putative class members, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 392, and specifically denies that the Putative Class Vehicles' trim is defective.

393. MBUSA denies the allegations in paragraph 393.

394. MBUSA denies the allegations in paragraph 394.

395. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 395 regarding Plaintiffs and the putative class members and, on that basis, denies those allegations. MBUSA denies the remaining allegations in paragraph 395.

396. MBUSA denies the allegations in paragraph 396.

397. MBUSA denies the allegations in paragraph 397.

398. MBUSA denies the allegations in paragraph 398.

399. MBUSA denies the allegations in paragraph 399.

400. MBUSA denies the allegations in paragraph 400.

401. The allegations in paragraph 401 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 401.

402. MBUSA denies the allegations in paragraph 402.

403. MBUSA denies the allegations in paragraph 403.

404. The allegations in paragraph 404 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 404.

405. The allegations in paragraph 405 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 405.

406. The allegations in paragraph 406 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 406.

407. The allegations in paragraph 407 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 407.

408. MBUSA denies the allegations in paragraph 408, including all subparagraphs.

409. MBUSA denies the allegations in paragraph 409, and specifically denies that the Putative Class Vehicles' trim is defective.

410. MBUSA denies the allegations in paragraph 410, and specifically denies that the Putative Class Vehicles' trim is defective.

411. MBUSA admits that Plaintiffs purport to bring this case as a class action, but denies that this action may or should be maintained or properly prosecuted as a class action, denies that the class defined by Plaintiffs may or should be certified, and further denies that any class may or should be certified in this action. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 411.

412. MBUSA admits that Plaintiffs purport to bring this case as a class action, but denies that this action may or should be maintained or properly prosecuted as a class action, denies that the class defined by Plaintiffs may or should be certified, and further denies that any class may or should be certified in this action. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 412.

413. MBUSA denies the allegations in paragraph 413, including all subparagraphs.

COUNT ONE

414. MBUSA repeats and realleges its answers to paragraphs 1–413 as and for its answer to paragraph 414.

415. The Court dismissed Plaintiffs’ First Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 415. To the extent a response is required, MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the remaining allegations in paragraph 415.

416. The Court dismissed Plaintiffs’ First Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 416. To the extent a response is required, MBUSA denies the allegations in paragraph 416.

417. The Court dismissed Plaintiffs’ First Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 417. To the extent a response is required, MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to

certain Putative Class Vehicles. MBUSA denies the remaining allegations in paragraph 417.

418. The Court dismissed Plaintiffs' First Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 418. To the extent a response is required, MBUSA denies the allegations in paragraph 418.

419. The Court dismissed Plaintiffs' First Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 419. The allegations in paragraph 419 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 419.

420. The Court dismissed Plaintiffs' First Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 420. To the extent a response is required, MBUSA denies the allegations in paragraph 420.

421. The Court dismissed Plaintiffs' First Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 421. To the extent a response is required, MBUSA denies the allegations in paragraph 421.

422. The Court dismissed Plaintiffs' First Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 422. To the extent a response is required, MBUSA admits that Plaintiffs and the putative class purport to seek the relief listed in paragraph 422 but denies that they are entitled to the relief sought or any other relief. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 422.

COUNT TWO

423. MBUSA repeats and realleges its answers to paragraphs 1–422 as and for its answer to paragraph 423.

424. The Court dismissed Plaintiffs' Second Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 424. The allegations in paragraph 424 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 424.

425. The Court dismissed Plaintiffs' Second Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 425. The allegations in paragraph 425 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in

paragraph 425, and specifically denies that the Putative Class Vehicles' trim is defective.

426. The Court dismissed Plaintiffs' Second Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 426. The allegations in paragraph 426 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 426, and specifically denies that the Putative Class Vehicles' trim is defective.

427. The Court dismissed Plaintiffs' Second Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 427. The allegations in paragraph 427 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 427, and specifically denies that the Putative Class Vehicles' trim is defective.

428. The Court dismissed Plaintiffs' Second Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 428. The allegations in paragraph 428 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in

paragraph 428, and specifically denies that the Putative Class Vehicles' trim is defective.

429. The Court dismissed Plaintiffs' Second Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 429. The allegations in paragraph 429 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 429, and specifically denies that the Putative Class Vehicles' trim is defective.

430. The Court dismissed Plaintiffs' Second Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 430. To the extent a response is required, MBUSA admits that Plaintiffs and the putative class purport to seek the relief listed in paragraph 430 but denies that they are entitled to the relief sought or any other relief. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 430.

COUNT THREE¹

431. MBUSA repeats and realleges its answers to paragraphs 1–430 as and for its answer to paragraph 431.

432. MBUSA denies the allegations in paragraph 432.

433. The allegations in paragraph 433 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 433.

434. MBUSA denies the allegations in paragraph 434.

435. MBUSA denies the allegations in paragraph 435.

436. MBUSA admits that Plaintiffs and the putative class purport to seek the relief listed in paragraph 436 but denies that they are entitled to the relief sought or any other relief. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 436.

COUNT FOUR

437. MBUSA repeats and realleges its answers to paragraphs 1–436 as and for its answer to paragraph 437.

¹ The Court dismissed Plaintiffs’ Third Count on October 4, 2021 with respect to allegations brought on behalf of a putative nationwide class. As a result, MBUSA is not required to answer any allegations related to any such putative nationwide class with respect to this Count. To the extent an answer is required, MBUSA relies on its responses to each specific allegation of this Count.

438. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 438. To the extent a response is required, MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain putative class vehicles. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 438.

439. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 439. To the extent a response is required, MBUSA denies the allegations in paragraph 439.

440. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 440. The allegations in paragraph 440 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 440 and, on that basis, denies those allegations.

441. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 441. The allegations in paragraph 441 also state legal conclusions to which no response

is required. To the extent a response is required, MBUSA denies the allegations in paragraph 441.

442. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 442 with respect to the dismissed claims. The allegations in paragraph 442 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to truth of the allegations in paragraph 442 and, on that basis, denies those allegations.

443. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 443. The allegations in paragraph 443 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 443.

444. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 444. The allegations in paragraph 444 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 444.

445. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 445. To the extent a response is required, MBUSA denies the allegations in paragraph 445.

446. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 446. The allegations in paragraph 446 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 446.

447. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 447. The allegations in paragraph 447 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 447.

448. The Court dismissed Plaintiffs' Fourth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 448. To the extent a response is required, MBUSA admits that Plaintiffs and the putative class purport to seek the relief listed in paragraph 448 but denies that they are

entitled to the relief sought or any other relief. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 448.

COUNT FIVE

449. MBUSA repeats and realleges its answers to paragraphs 1–448 as and for its answer to paragraph 449.

450. The Court dismissed Plaintiffs’ Fifth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 450. To the extent a response is required, MBUSA admits that Plaintiffs purport to assert an unjust enrichment claim against MBUSA but denies that MBUSA is liable to Plaintiffs and the putative class on this or any other theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 450.

451. The Court dismissed Plaintiffs’ Fifth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 451. To the extent a response is required, MBUSA denies the allegations in paragraph 451.

452. The Court dismissed Plaintiffs’ Fifth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 452. To the extent a response is required, MBUSA denies the allegations in paragraph 452.

453. The Court dismissed Plaintiffs' Fifth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 453. To the extent a response is required, MBUSA denies the allegations in paragraph 453.

454. The Court dismissed Plaintiffs' Fifth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 454. To the extent a response is required, MBUSA denies the allegations in paragraph 454.

455. The Court dismissed Plaintiffs' Fifth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 455. To the extent a response is required, MBUSA denies the allegations in paragraph 455.

456. The Court dismissed Plaintiffs' Fifth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 456. To the extent a response is required, MBUSA denies the allegations in paragraph 456.

COUNT SIX

457. MBUSA repeats and realleges its answers to paragraphs 1–456 as and for its answer to paragraph 457.

458. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 458 and, on that basis, denies those allegations.

459. MBUSA denies the allegations in paragraph 459.

460. MBUSA denies the allegations in paragraph 460.

461. MBUSA denies the allegations in paragraph 461, and specifically denies that the Putative Class Vehicles' trim is defective.

462. The allegations in paragraph 462 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 462.

463. MBUSA denies the allegations in paragraph 463.

464. MBUSA admits that it made certain express warranties, the terms and conditions of which speak for themselves, with respect to certain Putative Class Vehicles. MBUSA denies the allegations in paragraph 464 to the extent they are inconsistent with the terms of each applicable warranty. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 464.

465. Paragraph 465 states legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 465.

466. Paragraph 466 states legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 466.

467. MBUSA denies the allegations in paragraph 467.

468. MBUSA denies the allegations in paragraph 468.

469. MBUSA denies the allegations in paragraph 469.

470. MBUSA denies the allegations in paragraph 470.

471. MBUSA denies the allegations in paragraph 471.

COUNT SEVEN

472. MBUSA repeats and realleges its answers to paragraphs 1–471 as and for its answer to paragraph 472.

473. The Court dismissed Plaintiffs’ Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 473. To the extent a response is required, MBUSA admits that Plaintiff Callen purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Callen or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 473.

474. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 474. The allegations in paragraph 474 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 474.

475. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 475. The allegations in paragraph 475 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 475 and, on that basis, denies those allegations.

476. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 476. The allegations in paragraph 476 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the text of the South Carolina Unfair Trade Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 476.

477. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 477.

To the extent a response is required, MBUSA denies the allegations in paragraph 477.

478. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 478. To the extent a response is required, MBUSA denies the allegations in paragraph 478, including all subparagraphs.

479. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 479. To the extent a response is required, MBUSA admits that it was and is involved in the business of marketing, warranting, and distributing the Putative Class Vehicles in the United States and that Daimler AG was involved in the business of designing and manufacturing them. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 479, and specifically denies that the Putative Class Vehicles' trim is defective.

480. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 480. To the extent a response is required, MBUSA denies the allegations in paragraph 480.

481. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 481. To the extent a response is required, MBUSA denies the allegations in paragraph 481, including all subparagraphs.

482. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 482. To the extent a response is required, MBUSA denies the allegations in paragraph 482, including all subparagraphs.

483. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 483. The allegations in paragraph 483 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 483.

484. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 484. The allegations in paragraph 484 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 484.

485. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 485. The allegations in paragraph 485 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 485.

486. The Court dismissed Plaintiffs' Seventh Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 486. To the extent a response is required, MBUSA admits that Plaintiffs and the putative class purport to seek the relief listed in paragraph 486 but denies that they are entitled to the relief sought or any other relief. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 486.

COUNT EIGHT

487. MBUSA repeats and realleges its answers to paragraphs 1–486 as and for its answer to paragraph 487.

488. MBUSA admits that Plaintiff Callen purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Callen or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 488.

489. The allegations in paragraph 489 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the text of the North Carolina Unfair and Deceptive Trade Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 489.

490. The allegations in paragraph 490 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 490 and, on that basis, denies those allegations.

491. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 491 and, on that basis, denies those allegations.

492. MBUSA denies the allegations in paragraph 492.

493. MBUSA denies the allegations in paragraph 493.

494. MBUSA denies the allegations in paragraph 494.

495. MBUSA denies the allegations in paragraph 495.

496. MBUSA denies the allegations in paragraph 496.

497. MBUSA denies the allegations in paragraph 497, including all subparagraphs.

498. The allegations in paragraph 498 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 498.

499. MBUSA denies the allegations in paragraph 499.

500. The allegations in paragraph 500 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 500.

501. The allegations in paragraph 501 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 501.

502. MBUSA admits that Plaintiffs and the putative subclass purport to seek the relief listed in paragraph 502 but denies that they are entitled to the relief sought or any other relief. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 502.

COUNT NINE

503. MBUSA repeats and realleges its answers to paragraphs 1–502 as and for its answer to paragraph 503.

504. MBUSA admits that Plaintiff Figueroa purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to

Plaintiff Figueroa or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 504.

505. The allegations in paragraph 505 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the text of the Ohio Consumer Sales Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 505.

506. The allegations in paragraph 506 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the text of the Ohio Consumer Sales Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 506.

507. The allegations in paragraph 507 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the text of the Ohio Consumer Sales Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 507.

508. The allegations in paragraph 508 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the text of the Ohio Consumer Sales Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 508.

509. The allegations in paragraph 509 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the text of the Ohio Consumer Sales Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 509.

510. The allegations in paragraph 510 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the text of the Ohio Consumer Sales Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 510, including all subparagraphs.

511. MBUSA denies the allegations in paragraph 511.

512. MBUSA denies the allegations in paragraph 512.

513. MBUSA denies the allegations in paragraph 513.

514. MBUSA denies the allegations in paragraph 514.

515. MBUSA denies the allegations in paragraph 515.

516. The allegations in paragraph 516 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the caselaw Plaintiff cites speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 516 and n.4.

517. MBUSA denies the allegations in paragraph 517.

518. MBUSA denies the allegations in paragraph 518.

519. MBUSA denies the allegations in paragraph 519.

520. MBUSA denies the allegations in paragraph 520.

521. MBUSA denies the allegations in paragraph 521.

COUNT TEN

522. MBUSA repeats and realleges its answers to paragraphs 1–521 as and for its answer to paragraph 522.

523. The Court dismissed Plaintiffs’ Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 523. To the extent a response is required, MBUSA admits that Plaintiff Burton purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Burton or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 523.

524. The Court dismissed Plaintiffs’ Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 524. The allegations in paragraph 524 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 524.

525. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 525. The allegations in paragraph 525 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 525 and, on that basis, denies those allegations.

526. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 526. The allegations in paragraph 526 also state legal conclusions to which no response is required. To the extent a response is required, the text of the Oregon Unlawful Trade Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 526.

527. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 527. To the extent a response is required, MBUSA denies the allegations in paragraph 527.

528. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 528.

To the extent a response is required, MBUSA denies the allegations in paragraph 528.

529. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 529. To the extent a response is required, MBUSA denies the allegations in paragraph 529.

530. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 530. To the extent a response is required, MBUSA denies the allegations in paragraph 530.

531. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 531. To the extent a response is required, MBUSA denies the allegations in paragraph 531.

532. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 532. To the extent a response is required, MBUSA denies the allegations in paragraph 532.

533. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 533. To the extent a response is required, MBUSA denies the allegations in paragraph 533.

534. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 534. To the extent a response is required, MBUSA denies the allegations in paragraph 534.

535. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 535. To the extent a response is required, MBUSA denies the allegations in paragraph 535.

536. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 536. The allegations in paragraph 536 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 536.

537. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 537.

To the extent a response is required, MBUSA denies the allegations in paragraph 537.

538. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 538. To the extent a response is required, MBUSA denies the allegations in paragraph 538.

539. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 539. To the extent a response is required, MBUSA denies the allegations in paragraph 539.

540. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 540. The allegations in paragraph 540 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 540.

541. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 541. The allegations in paragraph 541 also state legal conclusions to which no response

is required. To the extent a response is required, MBUSA denies the allegations in paragraph 541.

542. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 542. The allegations in paragraph 542 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 542.

543. The Court dismissed Plaintiffs' Tenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 543. To the extent a response is required, MBUSA denies the allegations in paragraph 543, and specifically denies that Plaintiffs are entitled to any relief.

COUNT ELEVEN

544. MBUSA repeats and realleges its answers to paragraphs 1–543 as and for its answer to paragraph 544.

545. MBUSA admits that Plaintiff Finkenauer purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Finkenauer or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 545.

546. The allegations in paragraph 546 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the Virginia Consumer Protection Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 546.

547. The allegations in paragraph 547 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it is a “person” as defined by Va. Code Ann. § 59.1-198. MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 547 and, on that basis, denies those allegations.

548. The allegations in paragraph 548 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 548.

549. The allegations in paragraph 549 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 549.

550. MBUSA denies the allegations in paragraph 550.

551. MBUSA denies the allegations in paragraph 551, and specifically denies that Plaintiffs are entitled to any relief.

COUNT TWELVE

552. MBUSA repeats and realleges its answers to paragraphs 1–551 as and for its answer to paragraph 552.

553. The Court dismissed Plaintiffs’ Twelfth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 553. To the extent a response is required, MBUSA admits that Plaintiff Callen purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Callen or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 553.

554. The Court dismissed Plaintiffs’ Twelfth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 554. The allegations in paragraph 554 also state legal conclusions to which no response is required. To the extent a response is required, the text of the New Jersey Consumer Fraud Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 554.

555. The Court dismissed Plaintiffs’ Twelfth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 555.

To the extent a response is required, MBUSA denies the allegations in paragraph 555, including all subparagraphs.

556. The Court dismissed Plaintiffs' Twelfth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 556. To the extent a response is required, MBUSA denies the allegations in paragraph 556.

557. The Court dismissed Plaintiffs' Twelfth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 557. To the extent a response is required, MBUSA denies the allegations in paragraph 557.

558. The Court dismissed Plaintiffs' Twelfth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 558. The allegations in paragraph 558 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 558.

559. The Court dismissed Plaintiffs' Twelfth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 559. To the extent a response is required, MBUSA denies the allegations in paragraph 559.

560. The Court dismissed Plaintiffs' Twelfth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 560. To the extent a response is required, MBUSA denies the allegations in paragraph 560, and specifically denies that Plaintiffs are entitled to any relief.

COUNT THIRTEEN

561. MBUSA repeats and realleges its answers to paragraphs 1–560 as and for its answer to paragraph 561.

562. MBUSA admits that Plaintiff Collier purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Collier or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 562.

563. The allegations in paragraph 563 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 563 and, on that basis, denies those allegations.

564. The allegations in paragraph 564 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 564 and, on that basis, denies those allegations.

565. The allegations in paragraph 565 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the Pennsylvania Unfair Trade Practices and Consumer Protection Law speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 565.

566. The allegations in paragraph 566 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 566.

567. The allegations in paragraph 567 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 567.

568. MBUSA denies the allegations in paragraph 568.

569. MBUSA denies the allegations in paragraph 569.

570. MBUSA denies the allegations in paragraph 570.

571. MBUSA denies the allegations in paragraph 571.

572. MBUSA denies the allegations in paragraph 572.

573. MBUSA denies the allegations in paragraph 573.

574. MBUSA denies the allegations in paragraph 574.

575. MBUSA denies the allegations in paragraph 575.

576. The allegations in paragraph 576 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 576, including all subparagraphs.

577. MBUSA denies the allegations in paragraph 577.

578. MBUSA denies the allegations in paragraph 578.

579. MBUSA denies the allegations in paragraph 579.

580. The allegations in paragraph 580 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 580.

581. The allegations in paragraph 581 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 581.

582. MBUSA denies the allegations in paragraph 582.

583. MBUSA denies the allegations in paragraph 583, and specifically denies that Plaintiffs are entitled to relief.

COUNT FOURTEEN

584. MBUSA repeats and realleges its answers to paragraphs 1–583 as and for its answer to paragraph 584.

585. MBUSA admits that Plaintiff Scudder purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Scudder or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 585.

586. The allegations in paragraph 586 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 586 and, on that basis, denies those allegations.

587. The allegations in paragraph 587 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 587 and, on that basis, denies those allegations.

588. The allegations in paragraph 588 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the Florida Deceptive and Unfair Trade Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 588.

589. MBUSA denies the allegations in paragraph 589, including all subparagraphs.

590. MBUSA denies the allegations in paragraph 590.

591. MBUSA denies the allegations in paragraph 591.

592. MBUSA denies the allegations in paragraph 592.

593. MBUSA denies the allegations in paragraph 593.

594. MBUSA denies the allegations in paragraph 594.

595. MBUSA denies the allegations in paragraph 595, and specifically denies that Plaintiffs are entitled to relief.

COUNT FIFTEEN

596. MBUSA repeats and realleges its answers to paragraphs 1–595 as and for its answer to paragraph 596.

597. MBUSA admits that Plaintiff Fulmer purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Fulmer or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 597.

598. The allegations in paragraph 598 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it is a “person” as defined by O.C.G.A. § 10-1-392(a)(24). MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 598 and, on that basis, denies those allegations.

599. The allegations in paragraph 599 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 599 and, on that basis, denies those allegations.

600. The allegations in paragraph 600 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 600 and, on that basis, denies those allegations.

601. The allegations in paragraph 601 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the Georgia Fair Business Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 601.

602. MBUSA denies the allegations in paragraph 602.

603. MBUSA denies the allegations in paragraph 603.

604. MBUSA denies the allegations in paragraph 604.

605. MBUSA denies the allegations in paragraph 605, including all subparagraphs.

606. MBUSA denies the allegations in paragraph 606.

607. MBUSA denies the allegations in paragraph 607.

608. MBUSA denies the allegations in paragraph 608.

609. MBUSA denies the allegations in paragraph 609.

610. MBUSA denies the allegations in paragraph 610.

611. MBUSA denies the allegations in paragraph 611, and specifically denies that Plaintiffs are entitled to relief.

612. The allegations in paragraph 612 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 612 and, on that basis, denies those allegations.

613. MBUSA denies the allegations in paragraph 613, and specifically denies that Plaintiffs are entitled to relief.

COUNT SIXTEEN

614. MBUSA repeats and realleges its answers to paragraphs 1–613 as and for its answer to paragraph 614.

615. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 615. To the extent a response is required, MBUSA admits that Plaintiff Fulmer purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Fulmer or the putative subclass under this or any theory.

Except as expressly admitted herein, MBUSA denies the allegations in paragraph 615.

616. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 616. The allegations in paragraph 616 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it is a "person" as defined by O.C.G.A. § 10-1-371(5). MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 616 and, on that basis, denies those allegations.

617. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 617. The allegations in paragraph 617 also state legal conclusions to which no response is required. To the extent a response is required, the Georgia Uniform Deceptive Trade Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 617.

618. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 618. To the extent a response is required, MBUSA denies the allegations in paragraph 618.

619. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 619. To the extent a response is required, MBUSA denies the allegations in paragraph 619.

620. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 620. To the extent a response is required, MBUSA denies the allegations in paragraph 620.

621. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 621. To the extent a response is required, MBUSA denies the allegations in paragraph 621.

622. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 622. To the extent a response is required, MBUSA denies the allegations in paragraph 622.

623. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 623.

To the extent a response is required, MBUSA denies the allegations in paragraph 623.

624. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 624. To the extent a response is required, MBUSA denies the allegations in paragraph 624.

625. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 625. To the extent a response is required, MBUSA denies the allegations in paragraph 625.

626. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 626. To the extent a response is required, MBUSA denies the allegations in paragraph 626.

627. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 627. To the extent a response is required, MBUSA denies the allegations in paragraph 627, including all subparagraphs.

628. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 628. The allegations in paragraph 628 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 628.

629. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 629. To the extent a response is required, MBUSA denies the allegations in paragraph 629.

630. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 630. To the extent a response is required, MBUSA denies the allegations in paragraph 630.

631. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 631. To the extent a response is required, MBUSA denies the allegations in paragraph 631.

632. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 632.

To the extent a response is required, MBUSA denies the allegations in paragraph 632.

633. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 633. To the extent a response is required, MBUSA denies the allegations in paragraph 633.

634. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 634. To the extent a response is required, MBUSA denies the allegations in paragraph 634.

635. The Court dismissed Plaintiffs' Sixteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 635. To the extent a response is required, MBUSA denies the allegations in paragraph 635, and specifically denies that Plaintiffs are entitled to any relief.

COUNT SEVENTEEN

636. MBUSA repeats and realleges its answers to paragraphs 1–635 as and for its answer to paragraph 636.

637. MBUSA admits that Plaintiff Rosenfeld purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to

Plaintiff Rosenfeld or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 637.

638. The allegations in paragraph 638 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 638.

639. The allegations in paragraph 639 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it is a “person” as defined by Neb. Rev. Stat. § 59-1601(1). MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 639 and, on that basis, denies those allegations.

640. The allegations in paragraph 640 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 640 and, on that basis, denies those allegations.

641. The allegations in paragraph 641 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 641.

642. The allegations in paragraph 642 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the

text of the Nebraska Consumer Protection Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 642.

643. MBUSA denies the allegations in paragraph 643.

644. MBUSA denies the allegations in paragraph 644.

645. MBUSA denies the allegations in paragraph 645.

646. MBUSA denies the allegations in paragraph 646.

647. MBUSA denies the allegations in paragraph 647.

648. MBUSA denies the allegations in paragraph 648.

649. MBUSA denies the allegations in paragraph 649.

650. MBUSA denies the allegations in paragraph 650.

651. MBUSA denies the allegations in paragraph 651, and specifically denies that Plaintiffs are entitled to relief.

COUNT EIGHTEEN

652. MBUSA repeats and realleges its answers to paragraphs 1–651 as and for its answer to paragraph 652.

653. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 653. To the extent a response is required, MBUSA admits that Plaintiff Armstrong purports to bring this claim individually and on behalf of a putative subclass, but

denies that it is liable to Plaintiff Armstrong or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 653.

654. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 654. The allegations in paragraph 654 also state legal conclusions to which no response is required. To the extent a response is required, the text of the Missouri Merchandising Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 654.

655. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 655. To the extent a response is required, MBUSA admits that it is a "person" as defined by Mo. Rev. Stat. § 407.010(5). MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 655 and, on that basis, denies those allegations.

656. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 656. The allegations in paragraph 656 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or

information sufficient to form a belief as to the truth of the allegations in paragraph 656 and, on that basis, denies those allegations.

657. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 657. The allegations in paragraph 657 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 657 and, on that basis, denies those allegations.

658. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 658. The allegations in paragraph 658 also state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 658.

659. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 659. To the extent a response is required, MBUSA denies the allegations in paragraph 659.

660. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 660.

To the extent a response is required, MBUSA denies the allegations in paragraph 660.

661. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 661. To the extent a response is required, MBUSA denies the allegations in paragraph 661.

662. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 662. To the extent a response is required, MBUSA denies the allegations in paragraph 662.

663. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 663. To the extent a response is required, MBUSA denies the allegations in paragraph 663.

664. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 664. To the extent a response is required, MBUSA denies the allegations in paragraph 664.

665. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 665. To the extent a response is required, MBUSA denies the allegations in paragraph 665.

666. The Court dismissed Plaintiffs' Eighteenth Count on October 4, 2021. Accordingly, MBUSA is not required to answer the allegations in paragraph 666. To the extent a response is required, MBUSA denies the allegations in paragraph 666, and specifically denies that Plaintiffs are entitled to any relief.

COUNT NINETEEN

667. MBUSA repeats and realleges its answers to paragraphs 1–666 as and for its answer to paragraph 667.

668. MBUSA admits that Plaintiff Hunter purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Hunter or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 668.

669. The allegations in paragraph 669 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the text of California's Unfair Competition Law speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 669.

670. The allegations in paragraph 670 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 670.

671. The allegations in paragraph 671 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 671.

672. The allegations in paragraph 672 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 672.

673. MBUSA denies the allegations in paragraph 673.

674. The allegations in paragraph 674 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 674.

675. The allegations in paragraph 675 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 675.

676. MBUSA denies the allegations in paragraph 676.

677. MBUSA denies the allegations in paragraph 677.

678. MBUSA denies the allegations in paragraph 678.

679. MBUSA denies the allegations in paragraph 679.

680. MBUSA denies the allegations in paragraph 680.

681. MBUSA denies the allegations in paragraph 681, and specifically denies that Plaintiffs are entitled to relief.

682. MBUSA denies the allegations in paragraph 682, and specifically denies that Plaintiffs are entitled to relief.

COUNT TWENTY

683. MBUSA repeats and realleges its answers to paragraphs 1–682 as and for its answer to paragraph 683.

684. MBUSA admits that Plaintiff Hunter purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Hunter or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 684.

685. The allegations in paragraph 685 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that California’s False Advertising Law speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 685.

686. The allegations in paragraph 686 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 686.

687. MBUSA denies the allegations in paragraph 687.

688. MBUSA denies the allegations in paragraph 688.

689. MBUSA denies the allegations in paragraph 689.

690. MBUSA denies the allegations in paragraph 690, and specifically denies that Plaintiffs are entitled to relief.

COUNT TWENTY-ONE

691. MBUSA repeats and realleges its answers to paragraphs 1–690 as and for its answer to paragraph 691.

692. MBUSA admits that Plaintiff Hunter purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Hunter or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 692.

693. MBUSA denies the allegations in paragraph 693, and specifically denies that Plaintiffs are entitled to relief.

694. The allegations in paragraph 694 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it is

a “person” as defined by Cal. Civ. Code § 1761(c). MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 694 and, on that basis, denies those allegations.

695. The allegations in paragraph 695 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 695, and, on that basis, denies those allegations.

696. The allegations in paragraph 696 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that California’s Consumers Legal Remedies Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 696.

697. MBUSA denies the allegations in paragraph 697.

698. MBUSA denies the allegations in paragraph 698.

699. MBUSA denies the allegations in paragraph 699.

700. MBUSA denies the allegations in paragraph 700, including all subparagraphs.

701. MBUSA denies the allegations in paragraph 701.

702. MBUSA denies the allegations in paragraph 702.

703. MBUSA denies the allegations in paragraph 703.

704. MBUSA denies the allegations in paragraph 704.

705. MBUSA denies the allegations in paragraph 705.

706. MBUSA denies the allegations in paragraph 706, and specifically denies that Plaintiffs are entitled to relief.

707. The allegations in paragraph 707 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 707, and, on that basis, denies those allegations.

708. The allegations in paragraph 708 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 708, and, on that basis, denies those allegations.

COUNT TWENTY-TWO

709. MBUSA repeats and realleges its answers to paragraphs 1–708 as and for its answer to paragraph 709.

710. MBUSA admits that Plaintiff Hall purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Hall or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 710.

711. The allegations in paragraph 711 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the Texas Deceptive Trade Practices Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 711.

712. The allegations in paragraph 712 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 712.

713. The allegations in paragraph 713 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 713.

714. MBUSA denies the allegations in paragraph 714.

715. MBUSA denies the allegations in paragraph 715.

716. MBUSA denies the allegations in paragraph 716.

717. MBUSA denies the allegations in paragraph 717.

718. MBUSA denies the allegations in paragraph 718.

719. MBUSA denies the allegations in paragraph 719, and specifically denies that Plaintiffs are entitled to relief.

720. MBUSA denies the allegations in paragraph 720, and specifically denies that Plaintiffs are entitled to relief.

721. MBUSA denies the allegations in paragraph 721, and specifically denies that Plaintiffs are entitled to relief.

722. The allegations in paragraph 722 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 722.

723. The allegations in paragraph 723 state legal conclusions to which no response is required. To the extent a response is required, MBUSA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 723, and, on that basis, denies those allegations.

COUNT TWENTY-THREE

724. MBUSA repeats and realleges its answers to paragraphs 1–723 as and for its answer to paragraph 724.

725. MBUSA admits that Plaintiff Farrow purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Farrow or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 725.

726. The allegations in paragraph 726 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 726.

727. The allegations in paragraph 727 state legal conclusions to which no response is required. To the extent a response is required, MBUSA admits that it is a “person” as defined by Md. Code Ann., Com. Law § 13-101(h). MBUSA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 727 and, on that basis, denies those allegations.

728. The allegations in paragraph 728 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that the Maryland Consumer Protection Act speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 728.

729. MBUSA denies the allegations in paragraph 729.

730. MBUSA denies the allegations in paragraph 730.

731. MBUSA denies the allegations in paragraph 731.

732. MBUSA denies the allegations in paragraph 732.

733. The allegations in paragraph 733 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 733.

734. MBUSA denies the allegations in paragraph 734.

735. MBUSA denies the allegations in paragraph 735.

736. MBUSA denies the allegations in paragraph 736.

737. MBUSA denies the allegations in paragraph 737.

738. MBUSA denies the allegations in paragraph 738, and specifically denies that Plaintiffs are entitled to relief.

COUNT TWENTY-FOUR

739. MBUSA repeats and realleges its answers to paragraphs 1–738 as and for its answer to paragraph 739.

740. MBUSA admits that Plaintiff Acunto purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Acunto or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 740.

741. The allegations in paragraph 741 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that New York’s General Business Law speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 741.

742. MBUSA denies the allegations in paragraph 742.

743. The allegations in paragraph 743 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 743.

744. MBUSA denies the allegations in paragraph 744.

745. MBUSA denies the allegations in paragraph 745.

746. MBUSA denies the allegations in paragraph 746.

747. MBUSA denies the allegations in paragraph 747.

748. MBUSA denies the allegations in paragraph 748.

749. MBUSA denies the allegations in paragraph 749, and specifically denies that Plaintiffs are entitled to relief.

COUNT TWENTY-FIVE

750. MBUSA repeats and realleges its answers to paragraphs 1–749 as and for its answer to paragraph 750.

751. MBUSA admits that Plaintiff Acunto purports to bring this claim individually and on behalf of a putative subclass, but denies that it is liable to Plaintiff Acunto or the putative subclass under this or any theory. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 751.

752. The allegations in paragraph 752 state legal conclusions to which no response is required. To the extent a response is required, MBUSA states that New York’s General Business Law speaks for itself. Except as expressly admitted herein, MBUSA denies the allegations in paragraph 752.

753. The allegations in paragraph 753 state legal conclusions to which no response is required. To the extent a response is required, MBUSA denies the allegations in paragraph 753.

754. MBUSA denies the allegations in paragraph 754.

755. MBUSA denies the allegations in paragraph 755.

756. MBUSA denies the allegations in paragraph 756.

757. MBUSA denies the allegations in paragraph 757.

758. MBUSA denies the allegations in paragraph 758.

759. MBUSA denies the allegations in paragraph 759, and specifically denies that Plaintiffs are entitled to relief.

PRAYER FOR RELIEF

MBUSA denies the allegations in the Prayer for Relief, including all subparagraphs, and further denies that Plaintiffs and the members of the putative class are entitled to the relief requested or any other relief.

DEFENSES

By alleging the defenses set forth below, MBUSA does not concede that it has the burden of proof or persuasion with respect to any of these issues.

FIRST DEFENSE

MBUSA denies all allegations not expressly admitted, including but not limited to the allegations in headings, footnotes, and photographs in the Second Amended Complaint, and specifically reserves all affirmative or other defenses that it may have against Plaintiffs and the putative class. It is not necessary at this time for MBUSA to delineate defenses against the putative class because no class has been certified and the putative class members are not parties to this litigation.

SECOND DEFENSE

MBUSA specifically reserves all affirmative or other defenses as may become available or appear upon further developments in the case.

THIRD DEFENSE

Plaintiffs' Second Amended Complaint fails to state a claim upon which relief may be granted.

FOURTH DEFENSE

Plaintiffs' claims and those of the putative class are barred by the applicable statutes of limitations.

FIFTH DEFENSE

Plaintiffs' claims and those of the putative class are barred to the extent they have failed to mitigate their damages.

SIXTH DEFENSE

Plaintiffs and the putative class may not seek equitable relief because they have an adequate remedy at law.

SEVENTH DEFENSE

Plaintiffs' claims and those of the putative class were not brought within a reasonable time after they were or should have been discovered and therefore are barred by the doctrine of laches. MBUSA has been prejudiced by Plaintiffs' and the putative class members' delay in bringing stale, tardy claims.

EIGHTH DEFENSE

Plaintiffs' claims and those of the putative class are barred to the extent they are moot.

NINTH DEFENSE

Plaintiffs' claims and those of the putative class are barred to the extent any injury they sustained was caused by their own negligent or intentional conduct and/or the negligent or intentional conduct of third parties.

TENTH DEFENSE

Any claim for damages, restitution, or other monetary recovery by Plaintiffs or members of the putative class must be offset and reduced by the value received from the vehicles purchased or leased.

ELEVENTH DEFENSE

The claims of Plaintiffs and the putative class are barred, in whole or in part, to the extent they are subject to the doctrines of *res judicata*, collateral estoppel, release, accord and satisfaction, settlement, arbitration and award, fraud, offset, and voluntary payment.

TWELFTH DEFENSE

Plaintiffs' claims and those of the putative class are barred by the doctrines of unclean hands, waiver, and/or estoppel.

THIRTEENTH DEFENSE

There are superseding and/or intervening causes for the damages, if any, incurred by Plaintiffs and the putative class that bar recovery against MBUSA.

FOURTEENTH DEFENSE

The claims made by Plaintiffs and the putative class on whose behalf Plaintiffs purport to sue are barred, in whole or in part, because some or all of them lack standing to bring this action or seek the relief requested.

FIFTEENTH DEFENSE

The claims made by Plaintiffs and the putative class are preempted in whole or part.

SIXTEENTH DEFENSE

The claims made by Plaintiffs and the putative class are barred, in whole or in part, by Plaintiffs' and/or putative class members' failure to provide effective notice.

SEVENTEENTH DEFENSE

The claims made by Plaintiffs and the putative class are subject to the primary jurisdiction of NHTSA.

EIGHTEENTH DEFENSE

Plaintiffs' Second Amended Complaint fails to state facts sufficient to certify a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure because, *inter alia*, the putative classes are inadequately defined and lack ascertainability, Defendants have not acted or refused to act on grounds that apply generally to the putative class, the monetary relief requested is not incidental to the injunctive relief sought, the putative classes are not so numerous that joinder is impracticable, the claims lack commonality and typicality, the named Plaintiffs and their counsel cannot adequately protect the interests of the class, common questions of law and/or fact do not predominate, and a class action is not the superior method for adjudicating this dispute.

NINETEENTH DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, because Plaintiff and the members of the putative class did not enter into any transaction with MBUSA.

TWENTIETH DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, because the information allegedly concealed is not the kind of information that requires disclosure under the causes of action alleged.

TWENTY-FIRST DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, because the representations alleged were not made with the intent to mislead Plaintiffs or the putative class members.

TWENTY-SECOND DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, for lack of reasonable reliance.

TWENTY-THIRD DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, because the representations and/or omissions alleged by Plaintiffs were and are not material to Plaintiffs' and/or the putative class members' decisions to purchase the Class Vehicles.

TWENTY-FOURTH DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, because Plaintiffs and the putative class members have enjoyed the full benefit of their purchase of the Class Vehicles.

TWENTY-FIFTH DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, under the doctrine of abstention to the extent the application of the consumer protection statutes under which Plaintiffs purport to assert claims would intrude upon NHTSA's or another government agency's regulation of the subject matter of the Second Amended Complaint.

TWENTY-SIXTH DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, because the damages sought by Plaintiffs and the putative class members are speculative, remote, and impossible to ascertain.

TWENTY-SEVENTH DEFENSE

To the extent Plaintiffs seek punitive or exemplary damages, the Second Amended Complaint violates the Defendants' right to due process protected under the Fifth and Fourteenth Amendments to the United States Constitution and the right to protection against excessive fines under the Eighth Amendment to the

United States Constitution, and the analogous provisions contained in the Constitution of the State of Georgia.

TWENTY-EIGHTH DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, to the extent Plaintiffs and/or the putative class members made purchases of the Class Vehicles with actual or constructive notice of the allegations in this lawsuit.

TWENTY-NINTH DEFENSE

Plaintiffs' claims and the claims of the putative class members are barred, in whole or in part, to the extent Plaintiffs and/or the putative class members seek relief that goes beyond the remedies provided by the New Vehicle Limited Warranty or any other applicable warranty.

THIRTIETH DEFENSE

Plaintiffs' claims and the claims of the putative class members may be barred, in whole or in part, to the extent Plaintiffs and/or the putative class members are not in privity of contract with MBUSA.

THIRTY-FIRST DEFENSE

Plaintiffs' claims and the claims of the putative class members may be barred, in whole or in part, to the extent such claims are disclaimed or otherwise limited by the New Vehicle Limited Warranty or any other applicable warranty.

THIRTY-SECOND DEFENSE

MBUSA reserves the right to raise such additional defenses as may be established during discovery and by the evidence in this case.

WHEREFORE, MBUSA prays for judgment as follows:

1. That Plaintiffs and the putative class take nothing;
2. That the Court enter judgment in favor of MBUSA on each cause of action alleged against it in the Second Amended Complaint;
3. That MBUSA be awarded its costs, expenses, and reasonable attorneys' fees; and
4. That the Court grant MBUSA all further legal and equitable relief that it deems just and proper.

JURY TRIAL DEMANDED

MBUSA hereby demands a trial by jury on all claims triable by jury.

Dated: October 28, 2021

Respectfully submitted,

By: /s/ Stephen B. Devereaux

Stephen B. Devereaux

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CERTIFICATE OF COMPLIANCE

I hereby certify, in compliance with Local Rule 5.1(C), that the foregoing pleading has been prepared using 14-point Times New Roman font, with a top margin of not less than 1.5 inches and a left margin of not less than 1 inch.

/s/ Stephen B. Devereaux

Stephen B. Devereaux
Georgia Bar No. 219791

CERTIFICATE OF SERVICE

I hereby certify that on this date, I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system which automatically sends e-mail notification of such filing to any attorneys of record.

I hereby certify that on this date I mailed by United States Postal Service the foregoing document to the following non-CM/ECF participants: None.

This 28th day of October, 2021.

/s/ Stephen B. Devereaux

Stephen B. Devereaux
Georgia Bar No. 219791