

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION – DETROIT**

**IN RE: FCA US LLC MONOSTABLE
ELECTRONIC GEARSHIFT
LITIGATION**

THIS DOCUMENT APPLIES TO
ALL ECONOMIC LOSS CASES

MDL No. 2744

Hon. David M. Lawson
Mag. Judge David R. Grand

**FCA US LLC’S ANSWER AND AFFIRMATIVE DEFENSES TO
PLAINTIFFS’ SECOND AMENDED CONSOLIDATED MASTER CLASS
ACTION COMPLAINT AND JURY DEMAND**

For its answer and affirmative defenses to Plaintiffs’ Second Amended Consolidated Master Class Action Complaint (“SAC”), Defendant FCA US LLC states as follows:¹

I. Introduction

1. FCA US admits that cars should to be safe to operate. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1

¹ Plaintiffs include a Table of Contents and multiple headings in the SAC, which do not require a response because they are not allegations. To the extent a response is required, however, FCA US denies all allegations contained in the Table of Contents and headings of the SAC.

of the SAC.

2. FCA US denies the allegations contained in Paragraph 2 of the SAC.

3. FCA US admits that Plaintiffs have pleaded this case as a class action on behalf of the class described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 3 of the SAC.

4. FCA US admits that it manufactured certain models and model-years of vehicles with a gearshift supplied by ZF Friedrichshaffen AG (“ZF”), which returns to a central position after being moved. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 4 of the SAC.

5. FCA US denies the allegations contained in Paragraph 5 of the SAC.

6. FCA US states that the referenced National Highway Traffic Safety Administration (“NHTSA”) ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 6 of the SAC.

7. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 7 of the SAC.

8. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 8 of the SAC.

9. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 9 of the SAC.

10. FCA US states that the referenced press release speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 10 of the SAC.

11. FCA US states that the referenced notification letter speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 11 of the SAC.

12. FCA US states that the referenced chronology speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 12 of the SAC.

13. FCA US states that the referenced press release speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 13 of the SAC.

14. FCA US denies the allegations in the first sentence of Paragraph 14. FCA US lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations contained in Paragraph 14 of the SAC, and therefore denies them.

15. FCA US denies the allegations contained in Paragraph 15 of the SAC.

16. FCA US states that the referenced report speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 16 of the SAC.

17. FCA US denies the allegations contained in Paragraph 17 of the SAC.

18. FCA US states that the referenced report speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 18 of the SAC.

19. FCA US states that the referenced notification letter speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 19 of the SAC.

20. FCA US states that the referenced notification letter speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 20 of the SAC.

21. FCA US denies the allegations contained in Paragraph 21 of the SAC.

22. FCA US states that the referenced article and notification letter speak for themselves. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 22 of the SAC.

23. FCA US denies the allegations contained in Paragraph 23 of the SAC.

24. FCA US denies the allegations contained in Paragraph 24 of the SAC.

25. FCA US denies the allegations contained in Paragraph 25 of the SAC.

26. FCA US denies the allegations contained in Paragraph 26 of the SAC.

27. FCA US admits that Plaintiffs have pleaded claims in this case on behalf of the class described in the SAC. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 27 of the SAC.

28. FCA US denies the allegations contained in Paragraph 28 of the SAC.

II. **Jurisdiction and Venue**

29. FCA US reserves its right to contest this Court's subject matter jurisdiction because no Plaintiff has suffered an injury-in-fact sufficient to confer Article III standing. FCA US admits that this Court has found that it has jurisdiction over this action. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 29 of the SAC.

30. FCA US admits that this Court has personal jurisdiction over it in this action and that venue is proper in this District. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 30 of the SAC.

III. **Parties**

A. **Arizona Plaintiffs**

31. FCA US admits that its records indicate that a resident of Arizona named Jeffrey Guy purchased a new model-year 2015 Jeep Grand Cherokee in 2015. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 31 of the SAC.

32. FCA US denies the allegations contained in Paragraph 32 of the SAC.

33. FCA US admits that its records indicate that a resident of Arizona named Casey Perkins purchased a new model-year 2014 Chrysler 300 in 2015.

Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 33 of the SAC.

34. FCA US denies the allegations contained in Paragraph 34 of the SAC.

35. FCA US admits that its records indicate that a resident of Arizona named Wisam Yacoub purchased a new model year 2014 Chrysler 300. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 35 of the SAC.

36. FCA US denies the allegations contained in Paragraph 36 of the SAC.

B. California Plaintiffs

37. FCA US admits that its records indicate that a resident of California named David Goldsmith purchased a new model-year 2015 Jeep Grand Cherokee in 2015. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 37 of the SAC.

38. FCA US denies the allegations contained in Paragraph 38 of the SAC.

39. FCA US admits that its records indicate that a resident of California named Michael Vincent Nathan, Jr. purchased a new model-year 2014 Jeep Grand Cherokee in 2013. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 39 of the SAC.

40. FCA US denies the allegations contained in Paragraph 40 of the SAC.

C. Colorado Plaintiff

41. FCA US admits that its records indicate that a resident of Colorado named Debra Felker purchased a new model year 2015 Jeep Grand Cherokee in 2015. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 41 of the SAC.

42. FCA US denies the allegations contained in Paragraph 42 of the SAC.

D. Florida Plaintiff

43. FCA US admits that its records indicate that a resident of Florida named Justine Andollo purchased a model-year 2015 Jeep Grand Cherokee in 2015. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 43 of the SAC.

44. FCA US denies the allegations contained in Paragraph 44 of the SAC.

E. Georgia Plaintiff

45. FCA US admits that its records indicate that a resident of Georgia named Erica Willis purchased a used model year 2012 Dodge Charger. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 45 of the SAC.

46. FCA US denies the allegations contained in Paragraph 46 of the SAC.

F. Illinois Plaintiffs

47. FCA US admits that its records indicate that a resident of Illinois named Kean McDonald purchased a new model-year 2014 Jeep Grand Cherokee in 2013. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 47 of the SAC.

48. FCA US denies the allegations contained in Paragraph 48 of the SAC.

49. FCA US admits that its records indicate that a resident of Illinois named Lindsey Wells purchased a new model-year 2015 Jeep Grand Cherokee in 2015. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 49 of the SAC.

50. FCA US denies the allegations contained in Paragraph 50 of the SAC.

G. Iowa Plaintiff

51. FCA US admits that its records indicate that a resident of Iowa named Pamela Havnen purchased a new model year 2015 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 51 of the SAC.

52. FCA US denies the allegations contained in Paragraph 52 of the SAC.

H. Louisiana Plaintiff

53. FCA US admits that its records indicate that a resident of Louisiana named Dustin Stewart purchased a used model year 2014 Jeep Grand Cherokee.

Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 53 of the SAC.

54. FCA US denies the allegations contained in Paragraph 54 of the SAC.

I. Maryland Plaintiff

55. FCA US admits that its records indicate that a resident of Maryland named Charles Frank Schultz purchased a used model year 2014 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 55 of the SAC.

56. FCA US denies the allegations contained in Paragraph 56 of the SAC.

J. Massachusetts Plaintiffs

57. FCA US admits that its records indicate that a resident of Massachusetts named Bernadine Hartt purchased a model-year 2014 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 57 of the SAC.

58. FCA US denies the allegations contained in Paragraph 58 of the SAC.

59. FCA US admits that its records indicate that a resident of Massachusetts named Scott Michael Youngstrom Jr. purchased a new model-year 2012 Dodge Charger in 2011. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 59 of the SAC.

60. FCA US denies the allegations contained in Paragraph 60 of the SAC.

61. FCA US admits that its records indicate that a resident of Massachusetts named Todd Machtley purchased a new model-year 2015 Jeep Grand Cherokee in 2014. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 61 of the SAC.

62. FCA US denies the allegations contained in Paragraph 62 of the SAC.

K. Michigan Plaintiff

63. FCA US admits that its records indicate that a resident of Michigan named Melvin Scott purchased a new model-year 2014 Jeep Grand Cherokee in 2013. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 63 of the SAC.

64. FCA US denies the allegations contained in Paragraph 64 of the SAC.

L. Minnesota Plaintiff

65. FCA US admits that its records indicate that a resident of Minnesota named Corinn Berken purchased a used model year 2014 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 65 of the SAC.

66. FCA US denies the allegations contained in Paragraph 66 of the SAC.

M. Missouri Plaintiff

67. FCA US admits that its records indicate that a resident of Missouri named Taylor Brooks purchased a used model-year 2015 Jeep Grand Cherokee in

2016. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 67 of the SAC.

68. FCA US lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 68 of the SAC, and therefore denies them.

69. FCA US lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 69 of the SAC, and therefore denies them.

70. FCA US denies the allegations contained in Paragraph 70 of the SAC.

71. FCA US denies the allegations contained in Paragraph 71 of the SAC.

N. Nevada Plaintiff

72. FCA US denies the allegations contained in Paragraph 72 of the SAC.

73. FCA US denies the allegations contained in Paragraph 73 of the SAC.

O. New Jersey Plaintiff

74. FCA US admits that its records indicate that a resident of New Jersey named Clare Colrick purchased a new model-year 2014 Jeep Grand Cherokee in 2013. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 74 of the SAC.

75. FCA US denies the allegations contained in Paragraph 75 of the SAC.

P. New York Plaintiffs

76. FCA US admits that its records indicate that a resident of New York named John Lynd purchased a new model-year 2015 Jeep Grand Cherokee in 2014. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 76 of the SAC.

77. FCA US denies the allegations contained in Paragraph 77 of the SAC.

78. FCA US denies the allegations contained in Paragraph 78 of the SAC.

79. FCA US lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 79 of the SAC, and therefore denies them.

80. FCA US lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 80 of the SAC, and therefore denies them.

81. FCA US denies the allegations contained in Paragraph 81 of the SAC.

82. FCA US denies the allegations contained in Paragraph 82 of the SAC.

83. FCA US denies the allegations contained in Paragraph 83 of the SAC.

84. FCA US admits that its records indicate that a resident of New York named Janella Mack purchased a model-year 2015 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 84 of the SAC.

85. FCA US denies the allegations contained in Paragraph 85 of the SAC.

86. FCA US lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 86 of the SAC, and therefore denies them.

87. FCA US denies the allegations contained in Paragraph 87 of the SAC.

Q. North Carolina Plaintiff

88. FCA US admits that its records indicate that a resident of North Carolina named Jacob Gunnells purchased a used model-year 2014 Jeep Grand Cherokee in 2015. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 88 of the SAC.

89. FCA US denies the allegations contained in Paragraph 89 of the SAC.

R. Ohio Plaintiff

90. FCA US admits that its records indicate that residents of Ohio named Danielle and Joby Hackett purchased a new model-year 2015 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 90 of the SAC.

91. FCA US denies the allegations contained in Paragraph 91 of the SAC.

S. Oklahoma Plaintiff

92. FCA US admits that its records indicate that a resident of Oklahoma named Carol Clark purchased a new model year 2014 Jeep Grand Cherokee in 2014. Except as expressly admitted herein, FCA US denies the allegations

contained in Paragraph 92 of the SAC.

93. FCA US denies the allegations contained in Paragraph 93 of the SAC.

T. Oregon Plaintiff

94. FCA US admits that its records indicate that a resident of Oregon named Todd Fisher purchased a new model-year 2014 Jeep Grand Cherokee in 2014. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 94 of the SAC.

95. FCA US denies the allegations contained in Paragraph 95 of the SAC.

U. Pennsylvania Plaintiffs

96. FCA US admits that its records indicate that a resident of Pennsylvania named Timothy Weber purchased a new model-year 2014 Jeep Grand Cherokee in 2013. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 96 of the SAC.

97. FCA US denies the allegations contained in Paragraph 97 of the SAC.

98. FCA US admits that its records indicate that a resident of Pennsylvania named Bruce Vosburgh purchased a new model-year 2014 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 98 of the SAC.

99. FCA US denies the allegations contained in Paragraph 99 of the SAC.

100. FCA US denies the allegations contained in Paragraph 100 of the

SAC.

101. FCA US denies the allegations contained in Paragraph 101 of the

SAC.

V. Texas Plaintiffs

102. FCA US denies the allegations contained in Paragraph 102 of the

SAC.

103. FCA US denies the allegations contained in Paragraph 103 of the

SAC.

104. FCA US admits that its records indicate that a resident of Texas named Cameron Phelps purchased a used model-year 2014 Jeep Grand Cherokee in 2016. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 104 of the SAC.

105. FCA US denies the allegations contained in Paragraph 105 of the SAC.

106. FCA US admits that its records indicate that a resident of Texas named Cris-Ann Craig purchased a model year 2014 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 106 of the SAC.

107. FCA US denies the allegations contained in Paragraph 107 of the SAC.

108. FCA US admits that its records indicate that a resident of Texas named Kelli Foreman purchased a new model year 2014 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 108 of the SAC.

109. FCA US denies the allegations contained in Paragraph 109 of the SAC.

110. FCA US admits that its records indicate that a resident of Texas named Krystal Dial purchased a new model year 2014 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 110 of the SAC.

111. FCA US denies the allegations contained in Paragraph 111 of the SAC.

112. FCA US admits that its records indicate that a resident of Texas named Ashley Gillispie purchased a new model year 2015 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 112 of the SAC.

113. FCA US denies the allegations contained in Paragraph 113 of the SAC.

114. FCA US denies the allegations contained in Paragraph 114 of the SAC.

115. FCA US admits that its records indicate that a resident of Texas named Jay Waggoner purchased a model year 2014 Chrysler 300. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 115 of the SAC.

116. FCA US denies the allegations contained in Paragraph 116 of the SAC.

W. Utah Plaintiff

117. FCA US admits that its records indicate that a resident of Utah named Trevor Marble purchased a used model year 2014 Jeep Grand Cherokee. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 117 of the SAC.

118. FCA US denies the allegations contained in Paragraph 118 of the SAC.

X. Washington Plaintiffs

119. FCA US admits that its records indicate that a resident of Washington named Karen Stedman purchased a new model-year 2015 Jeep Grand Cherokee in 2015. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 119 of the SAC.

120. FCA US denies the allegations contained in Paragraph 120 of the SAC.

121. FCA US admits that its records indicate that a resident of Washington named Cameron Webster purchased a new model-year 2014 Jeep Grand Cherokee in 2014. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 121 of the SAC.

122. FCA US denies the allegations contained in Paragraph 122 of the SAC.

Y. Wisconsin Plaintiff

123. FCA US denies the allegations contained in Paragraph 123 of the SAC.

124. FCA US denies the allegations contained in Paragraph 124 of the SAC.

Z. Wyoming Plaintiff

125. FCA US admits that its records indicate that a resident of Wyoming named Ann Magnuson purchased a new model year 2015 Jeep Grand Cherokee in 2015. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 125 of the SAC.

126. FCA US denies the allegations contained in Paragraph 126 of the SAC.

127. FCA US denies the allegations contained in Paragraph 127 of the SAC.

128. FCA US denies the allegations contained in Paragraph 128 of the SAC.

129. FCA US denies the allegations contained in Paragraph 129 of the SAC.

130. FCA US denies the allegations contained in Paragraph 130 of the SAC.

AA. Defendant

131. FCA US admits that it is a limited liability company organized under Delaware law and that its headquarters are located in Auburn Hills, Michigan. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 131 of the SAC.

132. FCA US admits that, since June 10, 2009, it has engaged in the business of designing, assembling, and selling motor vehicles to authorized dealerships. Further answering, FCA US states that whether it engages in interstate commerce is a legal conclusion as to which no answer is required. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 132 of the SAC.

133. FCA US admits that, since June 10, 2009, it has engaged in the business of designing, assembling, and selling motor vehicles to authorized dealerships. FCA US further admits that it manufactured and sold to authorized

dealerships model-year 2012 through 2014 Dodge Charger vehicles, model-year 2012 through 2014 Chrysler 300 vehicles, and model-year 2014 through 2015 Jeep Grand Cherokee vehicles (“Subject Vehicles”). FCA US further admits that its vehicles come with owner’s manuals, which speak for themselves. FCA US further admits that it issues certain limited warranties that cover specific vehicle components subject to terms and conditions stated within those limited warranties, which speak for themselves. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 133 of the SAC.

IV. Factual Allegations

134. FCA US denies the allegations contained in Paragraph 134 of the SAC.

135. FCA US admits that electronic shifters use, among other things, electronic signals to shift transmissions. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 135 of the SAC.

136. FCA US admits that certain monostable shifters return to a central position after being moved. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 136 of the SAC.

137. FCA US lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 137 of the SAC, and therefore denies them.

138. FCA US admits that certain electronic shifters do not use a lever. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 138 of the SAC.

139. FCA US admits that certain electronic shifters do not return to a central position after being moved. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 139 of the SAC.

140. FCA US lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 140 of the SAC, and therefore denies them.

141. FCA US denies the allegations contained in Paragraph 141 of the SAC.

142. FCA US admits that the monostable shifters contained in the Subject Vehicles were manufactured and supplied by ZF. FCA US further admits that monostable shifters require drivers to press a button on the shifter lever and either push the shift lever forward or backwards to select their desired gear. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 142 of the SAC.

143. FCA US admits that once a driver selects a gear in a Subject Vehicle, various illuminated displays on the shift lever and information display provide notice of gear selection. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 143 of the SAC.

144. FCA US denies the allegations contained in Paragraph 144 of the SAC.

145. FCA US states that the referenced press release speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 145 of the SAC.

146. FCA US denies the allegations contained in Paragraph 146 of the SAC.

147. FCA US denies the allegations contained in Paragraph 147 of the SAC.

148. FCA US lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 148 of the SAC, and therefore denies them.

149. FCA US denies the allegations contained in Paragraph 149 of the SAC.

150. FCA US denies the allegations contained in Paragraph 150 of the SAC.

151. FCA US denies the allegations contained in Paragraph 151 of the SAC.

152. FCA US denies the allegations contained in Paragraph 152 of the

SAC.

153. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 153 of the SAC.

154. FCA US denies the allegations contained in Paragraph 154 of the SAC.

155. FCA US denies the allegations contained in Paragraph 155 of the SAC.

156. FCA US denies the allegations contained in Paragraph 156 of the SAC.

157. FCA US states that the referenced report speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 157 of the SAC.

158. FCA US states that the referenced website content speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 158 of the SAC.

159. FCA US states that the referenced website content speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 159 of the SAC.

160. FCA US states that the referenced website content speaks for itself.

Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 160 of the SAC.

161. FCA US states that the referenced website content speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 161 of the SAC.

162. FCA US states that the referenced website content speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 162 of the SAC.

163. FCA US denies the allegations contained in Paragraph 163 of the SAC.

164. FCA US denies the allegations contained in Paragraph 164 of the SAC.

165. FCA US denies the allegations contained in Paragraph 165 of the SAC.

166. FCA US denies the allegations contained in Paragraph 166 of the SAC.

167. FCA US denies the allegations contained in Paragraph 167 of the SAC.

168. FCA US denies the allegations contained in Paragraph 168 of the SAC.

169. FCA US denies the allegations contained in Paragraph 169 of the SAC.

170. FCA US states that the statutes and regulations governing its reporting requirements speak for themselves and are the best evidence of their contents. Further answering, FCA US admits that it complies with its legal reporting duties. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 170 of the SAC.

171. FCA US lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 171 of the SAC, and therefore denies them.

172. FCA US denies the allegations contained in Paragraph 172 of the SAC.

173. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 173 of the SAC.

174. FCA US denies the allegations contained in Paragraph 174 of the SAC.

175. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 175 of the SAC.

176. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 176 of the SAC.

177. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 177 of the SAC.

178. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 178 of the SAC.

179. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 179 of the SAC.

180. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 180 of the SAC.

181. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 181 of the SAC.

182. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations

contained in Paragraph 182 of the SAC.

183. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 183 of the SAC.

184. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 184 of the SAC.

185. FCA US denies the allegations contained in Paragraph 185 of the SAC.

186. FCA US states that the referenced press release speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 186 of the SAC.

187. FCA US states that the referenced press release speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 187 of the SAC.

188. FCA US denies the allegations contained in Paragraph 188 of the SAC.

189. FCA US states that the referenced notification letter speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 189 of the SAC.

190. FCA US denies the allegations contained in Paragraph 190 of the SAC.

191. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 191 of the SAC.

192. FCA US states that the referenced notification letter speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 192 of the SAC.

193. FCA US states that the referenced press release speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 193 of the SAC.

194. FCA US states that the referenced press release speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 194 of the SAC.

195. FCA US denies the allegations contained in Paragraph 195 of the SAC.

196. FCA US denies the allegations contained in Paragraph 196 of the SAC.

197. FCA US denies the allegations contained in Paragraph 197 of the SAC.

198. FCA US denies the allegations contained in Paragraph 198 of the SAC.

199. FCA US denies the allegations contained in Paragraph 199 of the SAC.

200. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 200 of the SAC.

201. FCA US states that the referenced NHTSA ODI Resume speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 201 of the SAC.

202. FCA US denies the allegations contained in Paragraph 202 of the SAC.

203. FCA US denies the allegations contained in Paragraph 203 of the SAC.

204. FCA US denies the allegations contained in Paragraph 204 of the SAC.

205. FCA US denies the allegations contained in Paragraph 205 of the SAC.

206. FCA US denies the allegations contained in Paragraph 206 of the SAC.

207. FCA US denies the allegations contained in Paragraph 207 of the SAC.

208. FCA US states that the referenced notification letter speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 208 of the SAC.

209. FCA US denies the allegations contained in Paragraph 209 of the SAC.

210. FCA US denies the allegations contained in Paragraph 210 of the SAC.

211. FCA US denies the allegations contained in Paragraph 211 of the SAC.

212. FCA US states that the referenced website content speaks for itself. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 212 of the SAC.

213. FCA US denies the allegations contained in Paragraph 213 of the SAC.

214. FCA US denies the allegations contained in Paragraph 214 of the SAC.

215. FCA US denies the allegations contained in Paragraph 215 of the SAC.

216. FCA US denies the allegations contained in Paragraph 216 of the SAC.

217. FCA US denies the allegations contained in Paragraph 217 of the SAC.

218. FCA US denies the allegations contained in Paragraph 218 of the SAC.

219. FCA US denies the allegations contained in Paragraph 219 of the SAC.

220. FCA US denies the allegations contained in Paragraph 220 of the SAC.

221. FCA US denies the allegations contained in Paragraph 221 of the SAC.

222. FCA US denies the allegations contained in Paragraph 222 of the SAC.

223. FCA US denies the allegations contained in Paragraph 223 of the SAC.

224. FCA US denies the allegations contained in Paragraph 224 of the SAC.

225. FCA US denies the allegations contained in Paragraph 225 of the SAC.

226. FCA US denies the allegations contained in Paragraph 226 of the SAC.

227. FCA US denies the allegations contained in Paragraph 227 of the SAC.

228. FCA US denies the allegations contained in Paragraph 228 of the SAC.

229. FCA US denies the allegations contained in Paragraph 229 of the SAC.

230. FCA US denies the allegations contained in Paragraph 230 of the SAC.

231. FCA US denies the allegations contained in Paragraph 231 of the SAC.

232. FCA US denies the allegations contained in Paragraph 232 of the SAC.

233. FCA US denies the allegations contained in Paragraph 233 of the SAC.

234. FCA US denies the allegations contained in Paragraph 234 of the SAC.

235. FCA US denies the allegations contained in Paragraph 235 of the SAC.

236. FCA US admits that Plaintiffs have pleaded this case as a class action on behalf of the classes described in the SAC. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 236 of the SAC.

237. FCA US admits that Plaintiffs have pleaded this case as a class action on behalf of the classes described in the SAC, and have pleaded that certain persons/entities should be excluded from the class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 237 of the SAC.

238. FCA US denies the allegations contained in Paragraph 238 of the SAC.

239. FCA US admits that Plaintiffs have pleaded this case as a class action on behalf of the classes described in the SAC. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 239 of the SAC.

240. FCA US denies the allegations contained in Paragraph 240 of the SAC.

241. FCA US denies the allegations contained in Paragraph 241 of the SAC.

242. FCA US denies the allegations contained in Paragraph 242 of the SAC.

243. FCA US denies the allegations contained in Paragraph 243 of the SAC.

244. FCA US denies the allegations contained in Paragraph 244 of the SAC.

245. FCA US denies the allegations contained in Paragraph 245 of the SAC.

Nationwide Count I: Magnuson-Moss Warranty Act

246. For its response to Paragraph 246 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

247. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 247 of the SAC.

248. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 248 of the SAC.

249. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 249 of the SAC.

250. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 250 of the SAC.

251. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 251 of the SAC.

252. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 252 of the SAC.

253. FCA US denies the allegations contained in Paragraph 253 of the SAC.

254. FCA US denies the allegations contained in Paragraph 254 of the SAC.

255. FCA US denies the allegations contained in Paragraph 255 of the SAC.

256. FCA US denies the allegations contained in Paragraph 256 of the SAC.

257. FCA US denies the allegations contained in Paragraph 257 of the SAC.

258. FCA US admits that the amount in controversy in this case is sufficient to meet this Court's jurisdictional threshold. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 258 of the SAC.

259. FCA US admits Plaintiffs seek “all damages permitted by law.”

Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 259 of the SAC.

Arizona Count II: Consumer Fraud Act

260. For its response to Paragraph 260 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

261. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 261 of the SAC.

262. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 262 of the SAC.

263. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 263 of the SAC.

264. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 264 of the SAC.

265. FCA US denies the allegations contained in Paragraph 265 of the

SAC.

266. FCA US denies the allegations contained in Paragraph 266 of the

SAC.

267. FCA US denies the allegations contained in Paragraph 267 of the

SAC.

268. FCA US denies the allegations contained in Paragraph 268 of the

SAC.

269. FCA US denies the allegations contained in Paragraph 269 of the

SAC.

270. FCA US denies the allegations contained in Paragraph 270 of the

SAC.

271. FCA US denies the allegations contained in Paragraph 271 of the

SAC.

272. FCA US denies the allegations contained in Paragraph 272 of the

SAC.

273. FCA US denies the allegations contained in Paragraph 273 of the

SAC.

274. FCA US denies the allegations contained in Paragraph 274 of the

SAC.

275. FCA US denies the allegations contained in Paragraph 275 of the

SAC.

276. FCA US denies the allegations contained in Paragraph 276 of the

SAC.

277. FCA US denies the allegations contained in Paragraph 277 of the

SAC.

278. FCA US denies the allegations contained in Paragraph 278 of the

SAC.

279. FCA US denies the allegations contained in Paragraph 279 of the

SAC.

280. FCA US denies the allegations contained in Paragraph 280 of the

SAC.

281. FCA US denies the allegations contained in Paragraph 281 of the

SAC.

282. FCA US admits that Plaintiff seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 282 of the SAC.

Arizona Count III: Fraudulent Concealment

283. For its response to Paragraph 283 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

284. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 284 of the SAC.

285. FCA US denies the allegations contained in Paragraph 285 of the SAC.

286. FCA US denies the allegations contained in Paragraph 286 of the SAC.

287. FCA US denies the allegations contained in Paragraph 287 of the SAC.

288. FCA US denies the allegations contained in Paragraph 288 of the SAC.

289. FCA US denies the allegations contained in Paragraph 289 of the SAC.

290. FCA US denies the allegations contained in Paragraph 290 of the SAC.

291. FCA US denies the allegations contained in Paragraph 291 of the SAC.

292. FCA US denies the allegations contained in Paragraph 292 of the SAC.

293. FCA US denies the allegations contained in Paragraph 293 of the

SAC.

Arizona Count IV: Express Warranty

294. For its response to Paragraph 294 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

295. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 295 of the SAC.

296. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 296 of the SAC.

297. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 297 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 297 of the SAC.

298. FCA US denies the allegations contained in Paragraph 298 of the SAC.

299. FCA US denies the allegations contained in Paragraph 299 of the SAC.

300. FCA US denies the allegations contained in Paragraph 300 of the

SAC.

301. FCA US denies the allegations contained in Paragraph 301 of the

SAC.

302. FCA US denies the allegations contained in Paragraph 302 of the

SAC.

303. FCA US denies the allegations contained in Paragraph 303 of the

SAC.

304. FCA US denies the allegations contained in Paragraph 304 of the

SAC.

305. FCA US denies the allegations contained in Paragraph 305 of the

SAC.

306. FCA US denies the allegations contained in Paragraph 306 of the

SAC.

307. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 307 of the SAC.

308. FCA US denies the allegations contained in Paragraph 308 of the SAC.

309. FCA US denies the allegations contained in Paragraph 309 of the SAC.

Arizona Count V: Unjust Enrichment

310. For its response to Paragraph 310 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

311. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 311 of the SAC.

312. FCA US denies the allegations contained in Paragraph 312 of the SAC.

313. FCA US denies the allegations contained in Paragraph 313 of the SAC.

314. FCA US denies the allegations contained in Paragraph 314 of the SAC.

315. FCA US denies the allegations contained in Paragraph 315 of the SAC.

316. FCA US denies the allegations contained in Paragraph 316 of the SAC.

317. FCA US denies the allegations contained in Paragraph 317 of the SAC.

318. FCA US denies the allegations contained in Paragraph 318 of the

SAC.

California Count VI: California Unfair Competition Law

319. For its response to Paragraph 319 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

320. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 320 of the SAC.

321. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 321 of the SAC.

322. FCA US denies the allegations contained in Paragraph 322 of the SAC.

323. FCA US denies the allegations contained in Paragraph 323 of the SAC.

324. FCA US denies the allegations contained in Paragraph 324 of the SAC.

325. FCA US denies the allegations contained in Paragraph 325 of the SAC.

326. FCA US admits the existence of the referenced statute and that

Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 326 of the SAC.

327. FCA US admits the existence of the referenced statute and that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 327 of the SAC.

California Count VII—California’s Consumer Legal Remedies Act

328. For its response to Paragraph 328 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

329. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 329 of the SAC.

330. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 330 of the SAC.

331. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 331 of the SAC.

332. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph

332 of the SAC.

333. FCA US denies the allegations contained in Paragraph 333 of the SAC.

334. FCA US denies the allegations contained in Paragraph 334 of the SAC.

335. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 335 of the SAC.

336. FCA US denies the allegations contained in Paragraph 336 of the SAC.

337. FCA US denies the allegations contained in Paragraph 337 of the SAC.

338. FCA US denies the allegations contained in Paragraph 338 of the SAC.

339. FCA US denies the allegations contained in Paragraph 339 of the SAC.

340. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 340 of the SAC.

341. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 341 of the SAC.

342. FCA US denies the allegations contained in Paragraph 342 of the SAC.

343. FCA US denies the allegations contained in Paragraph 342 of the SAC.

California Count VIII: California's False Advertising Law

344. For its response to Paragraph 344 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

345. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 345 of the SAC.

346. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 346 of the SAC.

347. FCA US denies the allegations contained in Paragraph 347 of the SAC.

348. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph

348 of the SAC.

349. FCA US denies the allegations contained in Paragraph 349 of the SAC.

350. FCA US denies the allegations contained in Paragraph 350 of the SAC.

351. FCA US denies the allegations contained in Paragraph 351 of the SAC.

352. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 352 of the SAC.

California Count IX: Fraudulent Concealment

353. For its response to Paragraph 353 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

354. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 354 of the SAC.

355. FCA US denies the allegations contained in Paragraph 355 of the SAC.

356. FCA US denies the allegations contained in Paragraph 356 of the

SAC.

357. FCA US denies the allegations contained in Paragraph 357 of the

SAC.

358. FCA US denies the allegations contained in Paragraph 358 of the

SAC.

359. FCA US denies the allegations contained in Paragraph 359 of the

SAC.

360. FCA US denies the allegations contained in Paragraph 360 of the

SAC.

361. FCA US denies the allegations contained in Paragraph 361 of the

SAC.

362. FCA US denies the allegations contained in Paragraph 362 of the

SAC.

363. FCA US denies the allegations contained in Paragraph 363 of the

SAC.

**California Count X: Song-Beverly Consumer Warranty Act for Breach of
Express Warranty**

364. For its response to Paragraph 364 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

365. FCA US admits that Plaintiffs purport to assert this cause of action on

behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 365 of the SAC.

366. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 366 of the SAC.

367. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 367 of the SAC.

368. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 368 of the SAC.

369. FCA US denies the allegations contained in Paragraph 369 of the SAC.

370. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 370 of the SAC.

371. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 371 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 371 of the SAC.

372. FCA US denies the allegations contained in Paragraph 372 of the SAC.

373. FCA US denies the allegations contained in Paragraph 373 of the SAC.

374. FCA US denies the allegations contained in Paragraph 374 of the SAC.

375. FCA US denies the allegations contained in Paragraph 375 of the SAC.

376. FCA US denies the allegations contained in Paragraph 376 of the SAC.

377. FCA US denies the allegations contained in Paragraph 377 of the SAC.

378. FCA US denies the allegations contained in Paragraph 378 of the SAC.

379. FCA US denies the allegations contained in Paragraph 379 of the SAC.

California Count XII: Song-Beverly Consumer Warranty Act for Breach of Implied Warranty of Merchantability

380. For its response to Paragraph 380 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

381. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 381 of the SAC.

382. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 382 of the SAC.

383. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 383 of the SAC.

384. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 384 of the SAC.

385. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 385 of the SAC.

386. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 386 of the SAC.

387. FCA US denies the allegations contained in Paragraph 387 of the SAC.

388. FCA US denies the allegations contained in Paragraph 388 of the SAC.

389. FCA US denies the allegations contained in Paragraph 389 of the SAC.

390. FCA US denies the allegations contained in Paragraph 390 of the SAC.

391. FCA US denies the allegations contained in Paragraph 391 of the SAC.

392. FCA US denies the allegations contained in Paragraph 392 of the SAC.

393. FCA US denies the allegations contained in Paragraph 393 of the SAC.

Colorado Count XII: Colorado Consumer Protection Act

394. For its response to Paragraph 394 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

395. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 395 of the SAC.

396. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 396 of the SAC.

397. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 397 of the SAC.

398. FCA US denies the allegations contained in Paragraph 398 of the SAC.

399. FCA US denies the allegations contained in Paragraph 399 of the SAC.

400. FCA US denies the allegations contained in Paragraph 400 of the SAC.

401. FCA US denies the allegations contained in Paragraph 401 of the SAC.

Colorado Count XIII: Strict Product Liability

402. For its response to Paragraph 402 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

403. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 403 of the SAC.

404. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 404 of the SAC.

405. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 405 of the SAC.

406. FCA US denies the allegations contained in Paragraph 406 of the SAC.

407. FCA US denies the allegations contained in Paragraph 407 of the SAC.

408. FCA US denies the allegations contained in Paragraph 408 of the SAC.

409. FCA US denies the allegations contained in Paragraph 409 of the SAC.

Colorado Count XIV: Fraudulent Concealment

410. For its response to Paragraph 410 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

411. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 411 of the SAC.

412. FCA US denies the allegations contained in Paragraph 412 of the SAC.

413. FCA US denies the allegations contained in Paragraph 413 of the SAC.

414. FCA US denies the allegations contained in Paragraph 414 of the SAC.

415. FCA US denies the allegations contained in Paragraph 415 of the SAC.

416. FCA US denies the allegations contained in Paragraph 416 of the SAC.

417. FCA US denies the allegations contained in Paragraph 417 of the SAC.

418. FCA US denies the allegations contained in Paragraph 418 of the SAC.

419. FCA US denies the allegations contained in Paragraph 419 of the SAC.

420. FCA US denies the allegations contained in Paragraph 420 of the SAC.

421. FCA US denies the allegations contained in Paragraph 421 of the

SAC.

Colorado Count XV: Express Warranty

422. For its response to Paragraph 422 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

423. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 423 of the SAC.

424. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 424 of the SAC.

425. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 425 of the SAC.

426. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 426 of the SAC.

427. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 427 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies

the allegations contained in Paragraph 427 of the SAC.

428. FCA US denies the allegations contained in Paragraph 428 of the SAC.

429. FCA US denies the allegations contained in Paragraph 429 of the SAC.

430. FCA US denies the allegations contained in Paragraph 430 of the SAC.

431. FCA US denies the allegations contained in Paragraph 431 of the SAC.

432. FCA US denies the allegations contained in Paragraph 432 of the SAC.

433. FCA US denies the allegations contained in Paragraph 433 of the SAC.

434. FCA US denies the allegations contained in Paragraph 434 of the SAC.

435. FCA US denies the allegations contained in Paragraph 435 of the SAC.

436. FCA US denies the allegations contained in Paragraph 436 of the SAC.

437. FCA US denies the allegations contained in Paragraph 437 of the

SAC.

438. FCA US denies the allegations contained in Paragraph 438 of the SAC.

Colorado Count XVI: Implied Warranty of Merchantability

439. For its response to Paragraph 439 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

440. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 440 of the SAC.

441. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 441 of the SAC.

442. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 442 of the SAC.

443. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 443 of the SAC.

444. FCA US denies the allegations contained in Paragraph 444 of the

SAC.

445. FCA US denies the allegations contained in Paragraph 445 of the

SAC.

446. FCA US denies the allegations contained in Paragraph 456 of the

SAC.

Colorado Count XVII: Unjust Enrichment

447. For its response to Paragraph 447 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

448. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 448 of the SAC.

449. FCA US denies the allegations contained in Paragraph 449 of the SAC.

450. FCA US denies the allegations contained in Paragraph 450 of the SAC.

451. FCA US denies the allegations contained in Paragraph 451 of the SAC.

452. FCA US denies the allegations contained in Paragraph 452 of the SAC.

453. FCA US denies the allegations contained in Paragraph 453 of the SAC.

454. FCA US denies the allegations contained in Paragraph 454 of the SAC.

455. FCA US denies the allegations contained in Paragraph 455 of the SAC.

Florida Count XVIII: Florida Unfair & Deceptive Trade Practices Act

456. For its response to Paragraph 456 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

457. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 457 of the SAC.

458. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 458 of the SAC.

459. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 459 of the SAC.

460. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 460 of the SAC.

461. FCA US denies the allegations contained in Paragraph 461 of the SAC.

462. FCA US denies the allegations contained in Paragraph 462 of the SAC.

463. FCA US denies the allegations contained in Paragraph 463 of the SAC.

464. FCA US denies the allegations contained in Paragraph 464 of the SAC.

465. FCA US denies the allegations contained in Paragraph 465 of the SAC.

466. FCA US denies the allegations contained in Paragraph 466 of the SAC.

467. FCA US denies the allegations contained in Paragraph 467 of the SAC.

468. FCA US denies the allegations contained in Paragraph 468 of the SAC.

469. FCA US denies the allegations contained in Paragraph 469 of the SAC.

470. FCA US denies the allegations contained in Paragraph 470 of the SAC.

471. FCA US denies the allegations contained in Paragraph 471 of the SAC.

472. FCA US denies the allegations contained in Paragraph 472 of the SAC.

473. FCA US denies the allegations contained in Paragraph 473 of the SAC.

474. FCA US denies the allegations contained in Paragraph 474 of the SAC.

475. FCA US denies the allegations contained in Paragraph 475 of the SAC.

476. FCA US denies the allegations contained in Paragraph 476 of the SAC.

477. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 477 of the SAC.

478. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 478 of the SAC.

Florida Count XIX: Fraudulent Concealment

479. For its response to Paragraph 479 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

480. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 480 of the SAC.

481. FCA US denies the allegations contained in Paragraph 481 of the SAC.

482. FCA US denies the allegations contained in Paragraph 482 of the SAC.

483. FCA US denies the allegations contained in Paragraph 483 of the SAC.

484. FCA US denies the allegations contained in Paragraph 484 of the SAC.

485. FCA US denies the allegations contained in Paragraph 485 of the SAC.

486. FCA US denies the allegations contained in Paragraph 486 of the SAC.

487. FCA US denies the allegations contained in Paragraph 487 of the

SAC.

488. FCA US denies the allegations contained in Paragraph 488 of the

SAC.

489. FCA US denies the allegations contained in Paragraph 489 of the

SAC.

Florida Count XX: Express Warranty

490. For its response to Paragraph 490 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

491. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 491 of the SAC.

492. FCA US denies the allegations contained in Paragraph 492 of the SAC.

493. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 493 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 493 of the SAC.

494. FCA US denies the allegations contained in Paragraph 494 of the SAC.

495. FCA US denies the allegations contained in Paragraph 495 of the SAC.

496. FCA US denies the allegations contained in Paragraph 496 of the SAC.

497. FCA US denies the allegations contained in Paragraph 497 of the SAC.

498. FCA US denies the allegations contained in Paragraph 498 of the SAC.

499. FCA US denies the allegations contained in Paragraph 499 of the SAC.

500. FCA US denies the allegations contained in Paragraph 500 of the SAC.

501. FCA US denies the allegations contained in Paragraph 501 of the SAC.

502. FCA US denies the allegations contained in Paragraph 502 of the SAC.

503. FCA US denies the allegations contained in Paragraph 503 of the SAC.

504. FCA US denies the allegations contained in Paragraph 504 of the SAC.

Florida Count XXI: Unjust Enrichment

505. For its response to Paragraph 505 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

506. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 506 of the SAC.

507. FCA US denies the allegations contained in Paragraph 507 of the SAC.

508. FCA US denies the allegations contained in Paragraph 508 of the SAC.

509. FCA US denies the allegations contained in Paragraph 509 of the SAC.

510. FCA US denies the allegations contained in Paragraph 510 of the SAC.

511. FCA US denies the allegations contained in Paragraph 511 of the SAC.

512. FCA US denies the allegations contained in Paragraph 512 of the SAC.

513. FCA US denies the allegations contained in Paragraph 513 of the

SAC.

Georgia Count XXII: Georgia's Fair Business Practices Act

514. For its response to Paragraph 514 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

515. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 515 of the SAC.

516. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 516 of the SAC.

517. FCA US denies the allegations contained in Paragraph 517 of the SAC.

518. FCA US denies the allegations contained in Paragraph 518 of the SAC.

519. FCA US denies the allegations contained in Paragraph 519 of the SAC.

520. FCA US denies the allegations contained in Paragraph 520 of the SAC.

521. FCA US denies the allegations contained in Paragraph 521 of the

SAC.

522. FCA US denies the allegations contained in Paragraph 522 of the

SAC.

523. FCA US denies the allegations contained in Paragraph 523 of the

SAC.

524. FCA US denies the allegations contained in Paragraph 524 of the

SAC.

525. FCA US denies the allegations contained in Paragraph 525 of the

SAC.

526. FCA US denies the allegations contained in Paragraph 526 of the

SAC.

527. FCA US denies the allegations contained in Paragraph 527 of the

SAC.

528. FCA US denies the allegations contained in Paragraph 528 of the

SAC.

529. FCA US denies the allegations contained in Paragraph 529 of the

SAC.

530. FCA US denies the allegations contained in Paragraph 530 of the

SAC.

531. FCA US denies the allegations contained in Paragraph 531 of the

SAC.

532. FCA US denies the allegations contained in Paragraph 532 of the SAC.

533. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 533 of the SAC.

534. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 534 of the SAC.

535. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 535 of the SAC.

Georgia Count XXIII: Georgia Uniform Deceptive Trade Practices Act

536. For its response to Paragraph 536 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

537. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 537 of the SAC.

538. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 538 of the SAC.

539. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 539 of the SAC.

540. FCA US denies the allegations contained in Paragraph 540 of the SAC.

541. FCA US denies the allegations contained in Paragraph 541 of the SAC.

542. FCA US denies the allegations contained in Paragraph 542 of the SAC.

543. FCA US denies the allegations contained in Paragraph 543 of the SAC.

544. FCA US denies the allegations contained in Paragraph 544 of the SAC.

545. FCA US denies the allegations contained in Paragraph 545 of the SAC.

546. FCA US denies the allegations contained in Paragraph 546 of the SAC.

547. FCA US denies the allegations contained in Paragraph 547 of the

SAC.

548. FCA US denies the allegations contained in Paragraph 548 of the

SAC.

549. FCA US denies the allegations contained in Paragraph 549 of the

SAC.

550. FCA US denies the allegations contained in Paragraph 550 of the

SAC.

551. FCA US denies the allegations contained in Paragraph 551 of the

SAC.

552. FCA US denies the allegations contained in Paragraph 552 of the

SAC.

553. FCA US denies the allegations contained in Paragraph 553 of the

SAC.

554. FCA US denies the allegations contained in Paragraph 554 of the

SAC.

555. FCA US denies the allegations contained in Paragraph 555 of the

SAC.

556. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 556 of the SAC.

Georgia Count XXIV: Fraudulent Concealment

557. For its response to Paragraph 557 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

558. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 558 of the SAC.

559. FCA US denies the allegations contained in Paragraph 559 of the SAC.

560. FCA US denies the allegations contained in Paragraph 560 of the SAC.

561. FCA US denies the allegations contained in Paragraph 561 of the SAC.

562. FCA US denies the allegations contained in Paragraph 562 of the SAC.

563. FCA US denies the allegations contained in Paragraph 563 of the SAC.

564. FCA US denies the allegations contained in Paragraph 564 of the SAC.

565. FCA US denies the allegations contained in Paragraph 565 of the

SAC.

566. FCA US denies the allegations contained in Paragraph 566 of the

SAC.

567. FCA US denies the allegations contained in Paragraph 567 of the

SAC.

Georgia Count XXV: Express Warranty

568. For its response to Paragraph 568 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

569. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 569 of the SAC.

570. FCA US denies the allegations contained in Paragraph 570 of the SAC.

571. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 571 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 571 of the SAC.

572. FCA US denies the allegations contained in Paragraph 572 of the SAC.

573. FCA US denies the allegations contained in Paragraph 573 of the SAC.

574. FCA US denies the allegations contained in Paragraph 574 of the SAC.

575. FCA US denies the allegations contained in Paragraph 575 of the SAC.

576. FCA US denies the allegations contained in Paragraph 576 of the SAC.

577. FCA US denies the allegations contained in Paragraph 577 of the SAC.

578. FCA US denies the allegations contained in Paragraph 578 of the SAC.

579. FCA US denies the allegations contained in Paragraph 579 of the SAC.

580. FCA US denies the allegations contained in Paragraph 580 of the SAC.

581. FCA US denies the allegations contained in Paragraph 581 of the SAC.

582. FCA US denies the allegations contained in Paragraph 582 of the SAC.

Georgia Count XXVI: Implied Warranty of Merchantability

583. For its response to Paragraph 583 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

584. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 584 of the SAC.

585. FCA US denies the allegations contained in Paragraph 585 of the SAC.

586. FCA US denies the allegations contained in Paragraph 586 of the SAC.

587. FCA US denies the allegations contained in Paragraph 587 of the SAC.

588. FCA US denies the allegations contained in Paragraph 588 of the SAC.

Georgia Count XXVII: Unjust Enrichment

589. For its response to Paragraph 589 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

590. FCA US admits that Plaintiffs purport to assert this cause of action on

behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 590 of the SAC.

591. FCA US denies the allegations contained in Paragraph 591 of the SAC.

592. FCA US denies the allegations contained in Paragraph 592 of the SAC.

593. FCA US denies the allegations contained in Paragraph 593 of the SAC.

594. FCA US denies the allegations contained in Paragraph 594 of the SAC.

595. FCA US denies the allegations contained in Paragraph 595 of the SAC.

596. FCA US denies the allegations contained in Paragraph 596 of the SAC.

597. FCA US denies the allegations contained in Paragraph 597 of the SAC.

Illinois Count XXVIII: Illinois Consumer Fraud and Deceptive Business Practices Act

598. For its response to Paragraph 598 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

599. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 599 of the SAC.

600. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 600 of the SAC.

601. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 601 of the SAC.

602. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 602 of the SAC.

603. FCA US denies the allegations contained in Paragraph 603 of the SAC.

604. FCA US denies the allegations contained in Paragraph 604 of the SAC.

605. FCA US denies the allegations contained in Paragraph 605 of the SAC.

606. FCA US denies the allegations contained in Paragraph 606 of the SAC.

607. FCA US denies the allegations contained in Paragraph 607 of the SAC.

608. FCA US denies the allegations contained in Paragraph 608 of the SAC.

609. FCA US denies the allegations contained in Paragraph 609 of the SAC.

610. FCA US denies the allegations contained in Paragraph 610 of the SAC.

611. FCA US denies the allegations contained in Paragraph 611 of the SAC.

612. FCA US denies the allegations contained in Paragraph 612 of the SAC.

613. FCA US denies the allegations contained in Paragraph 613 of the SAC.

614. FCA US denies the allegations contained in Paragraph 614 of the SAC.

615. FCA US denies the allegations contained in Paragraph 615 of the SAC.

616. FCA US denies the allegations contained in Paragraph 616 of the SAC.

617. FCA US denies the allegations contained in Paragraph 617 of the SAC.

618. FCA US denies the allegations contained in Paragraph 618 of the SAC.

619. FCA US denies the allegations contained in Paragraph 619 of the SAC.

620. FCA US denies the allegations contained in Paragraph 620 of the SAC.

621. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 621.

622. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 622 of the SAC.

Illinois Count XXIX: Fraud by Concealment

623. For its response to Paragraph 623 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

624. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 624 of the SAC.

625. FCA US denies the allegations contained in Paragraph 625 of the SAC.

626. FCA US denies the allegations contained in Paragraph 626 of the SAC.

627. FCA US denies the allegations contained in Paragraph 627 of the SAC.

628. FCA US denies the allegations contained in Paragraph 628 of the SAC.

629. FCA US denies the allegations contained in Paragraph 629 of the SAC.

630. FCA US denies the allegations contained in Paragraph 630 of the SAC.

631. FCA US denies the allegations contained in Paragraph 631 of the SAC.

632. FCA US denies the allegations contained in Paragraph 632 of the SAC.

633. FCA US denies the allegations contained in Paragraph 633 of the SAC.

Illinois Count XXX: Implied Warranty of Merchantability

634. For its response to Paragraph 634 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

635. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 635 of the SAC.

636. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 636 of the SAC.

637. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 637 of the SAC.

638. FCA US denies the allegations contained in Paragraph 638 of the SAC.

639. FCA US denies the allegations contained in Paragraph 639 of the SAC.

640. FCA US denies the allegations contained in Paragraph 640 of the SAC.

Illinois Count XXXI: Unjust Enrichment

641. For its response to Paragraph 641 of the SAC, FCA US realleges and

incorporates by reference its responses to all paragraphs as though fully set forth herein.

642. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 642 of the SAC.

643. FCA US denies the allegations contained in Paragraph 643 of the SAC.

644. FCA US denies the allegations contained in Paragraph 644 of the SAC.

645. FCA US denies the allegations contained in Paragraph 645 of the SAC.

646. FCA US denies the allegations contained in Paragraph 646 of the SAC.

647. FCA US denies the allegations contained in Paragraph 647 of the SAC.

648. FCA US denies the allegations contained in Paragraph 648 of the SAC.

649. FCA US denies the allegations contained in Paragraph 649 of the SAC.

Iowa Count XXXII: Consumer Frauds Act

650. For its response to Paragraph 650 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

651. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 651 of the SAC.

652. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 652 of the SAC.

653. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 653 of the SAC.

654. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 654 of the SAC.

655. FCA US denies the allegations contained in Paragraph 655 of the SAC.

656. FCA US denies the allegations contained in Paragraph 656 of the SAC.

657. FCA US denies the allegations contained in Paragraph 657 of the

SAC.

658. FCA US denies the allegations contained in Paragraph 658 of the

SAC.

659. FCA US denies the allegations contained in Paragraph 659 of the

SAC.

660. FCA US denies the allegations contained in Paragraph 660 of the

SAC.

661. FCA US denies the allegations contained in Paragraph 661 of the

SAC.

662. FCA US denies the allegations contained in Paragraph 662 of the

SAC.

663. FCA US denies the allegations contained in Paragraph 663 of the

SAC.

664. FCA US denies the allegations contained in Paragraph 664 of the

SAC.

665. FCA US denies the allegations contained in Paragraph 665 of the

SAC.

666. FCA US denies the allegations contained in Paragraph 666 of the

SAC.

667. FCA US denies the allegations contained in Paragraph 667 of the

SAC.

668. FCA US denies the allegations contained in Paragraph 668 of the

SAC.

669. FCA US denies the allegations contained in Paragraph 669 of the

SAC.

670. FCA US denies the allegations contained in Paragraph 670 of the

SAC.

671. FCA US denies the allegations contained in Paragraph 671 of the

SAC.

672. FCA US denies the allegations contained in Paragraph 672 of the

SAC.

673. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 673 of the SAC.

Iowa Count XXXIII: Fraudulent Concealment

674. For its response to Paragraph 674 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

675. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 675 of the SAC.

676. FCA US denies the allegations contained in Paragraph 676 of the SAC.

677. FCA US denies the allegations contained in Paragraph 677 of the SAC.

678. FCA US denies the allegations contained in Paragraph 678 of the SAC.

679. FCA US denies the allegations contained in Paragraph 679 of the SAC.

680. FCA US denies the allegations contained in Paragraph 680 of the SAC.

681. FCA US denies the allegations contained in Paragraph 681 of the SAC.

682. FCA US denies the allegations contained in Paragraph 682 of the SAC.

683. FCA US denies the allegations contained in Paragraph 683 of the SAC.

684. FCA US denies the allegations contained in Paragraph 684 of the SAC.

Iowa Count XXXIV: Express Warranty

685. For its response to Paragraph 685 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

686. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 686 of the SAC.

687. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 687 of the SAC.

688. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 688 of the SAC.

689. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 689 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 689 of the SAC.

690. FCA US denies the allegations contained in Paragraph 690 of the SAC.

691. FCA US denies the allegations contained in Paragraph 691 of the SAC.

692. FCA US denies the allegations contained in Paragraph 692 of the SAC.

693. FCA US denies the allegations contained in Paragraph 693 of the SAC.

694. FCA US denies the allegations contained in Paragraph 694 of the SAC.

695. FCA US denies the allegations contained in Paragraph 695 of the SAC.

696. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 696 of the SAC.

697. FCA US denies the allegations contained in Paragraph 697 of the SAC.

698. FCA US denies the allegations contained in Paragraph 698 of the SAC.

Iowa Count XXXV: Unjust Enrichment

699. For its response to Paragraph 699 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

700. FCA US admits that Plaintiffs purport to assert this cause of action on

behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 700 of the SAC.

701. FCA US denies the allegations contained in Paragraph 701 of the SAC.

702. FCA US denies the allegations contained in Paragraph 702 of the SAC.

703. FCA US denies the allegations contained in Paragraph 703 of the SAC.

704. FCA US denies the allegations contained in Paragraph 704 of the SAC.

705. FCA US denies the allegations contained in Paragraph 705 of the SAC.

706. FCA US denies the allegations contained in Paragraph 706 of the SAC.

707. FCA US denies the allegations contained in Paragraph 707 of the SAC.

Louisiana Count XXXVI: Implied Warranty of Merchantability

708. For its response to Paragraph 708 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

709. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 709 of the SAC.

710. FCA US denies the allegations contained in Paragraph 710 of the SAC.

711. FCA US denies the allegations contained in Paragraph 711 of the SAC.

712. FCA US denies the allegations contained in Paragraph 712 of the SAC.

713. FCA US denies the allegations contained in Paragraph 713 of the SAC.

Maryland Count XXXVII: Maryland Consumer Protection Act

714. For its response to Paragraph 714 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

715. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 715 of the SAC.

716. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph

716 of the SAC.

717. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 717 of the SAC.

718. FCA US denies the allegations contained in Paragraph 718 of the SAC.

719. FCA US denies the allegations contained in Paragraph 719 of the SAC.

720. FCA US denies the allegations contained in Paragraph 720 of the SAC.

721. FCA US denies the allegations contained in Paragraph 721 of the SAC.

722. FCA US denies the allegations contained in Paragraph 722 of the SAC.

723. FCA US denies the allegations contained in Paragraph 723 of the SAC.

724. FCA US denies the allegations contained in Paragraph 724 of the SAC.

725. FCA US denies the allegations contained in Paragraph 725 of the SAC.

726. FCA US denies the allegations contained in Paragraph 726 of the SAC.

727. FCA US denies the allegations contained in Paragraph 727 of the SAC.

728. FCA US denies the allegations contained in Paragraph 728 of the SAC.

729. FCA US denies the allegations contained in Paragraph 729 of the SAC.

730. FCA US denies the allegations contained in Paragraph 730 of the SAC.

731. FCA US denies the allegations contained in Paragraph 731 of the SAC.

732. FCA US denies the allegations contained in Paragraph 732 of the SAC.

733. FCA US denies the allegations contained in Paragraph 733 of the SAC.

734. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 734 of the SAC.

Maryland Count XXXVIII: Fraudulent Concealment

735. For its response to Paragraph 735 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

736. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 736 of the SAC.

737. FCA US denies the allegations contained in Paragraph 737 of the SAC.

738. FCA US denies the allegations contained in Paragraph 738 of the SAC.

739. FCA US denies the allegations contained in Paragraph 739 of the SAC.

740. FCA US denies the allegations contained in Paragraph 740 of the SAC.

741. FCA US denies the allegations contained in Paragraph 741 of the SAC.

742. FCA US denies the allegations contained in Paragraph 742 of the SAC.

743. FCA US denies the allegations contained in Paragraph 743 of the SAC.

744. FCA US denies the allegations contained in Paragraph 744 of the SAC.

745. FCA US denies the allegations contained in Paragraph 745 of the SAC.

Maryland Count XXXIX: Express Warranty

746. For its response to Paragraph 746 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

747. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 747 of the SAC.

748. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 748 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 748 of the SAC.

749. FCA US denies the allegations contained in Paragraph 749 of the SAC.

750. FCA US denies the allegations contained in Paragraph 750 of the SAC.

751. FCA US denies the allegations contained in Paragraph 751 of the

SAC.

752. FCA US denies the allegations contained in Paragraph 752 of the

SAC.

753. FCA US denies the allegations contained in Paragraph 753 of the

SAC.

754. FCA US denies the allegations contained in Paragraph 754 of the

SAC.

755. FCA US denies the allegations contained in Paragraph 755 of the

SAC.

756. FCA US denies the allegations contained in Paragraph 756 of the

SAC.

757. FCA US denies the allegations contained in Paragraph 757 of the

SAC.

758. FCA US denies the allegations contained in Paragraph 758 of the

SAC.

759. FCA US denies the allegations contained in Paragraph 759 of the

SAC.

760. FCA US denies the allegations contained in Paragraph 760 of the

SAC.

Maryland Count XL: Implied Warranty of Merchantability

761. For its response to Paragraph 761 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

762. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 762 of the SAC.

763. FCA US denies the allegations contained in Paragraph 763 of the SAC.

764. FCA US denies the allegations contained in Paragraph 764 of the SAC.

765. FCA US denies the allegations contained in Paragraph 765 of the SAC.

766. FCA US denies the allegations contained in Paragraph 766 of the SAC.

Maryland Count XLI: Unjust Enrichment

767. For its response to Paragraph 767 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

768. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 768 of the SAC.

769. FCA US denies the allegations contained in Paragraph 769 of the SAC.

770. FCA US denies the allegations contained in Paragraph 770 of the SAC.

771. FCA US denies the allegations contained in Paragraph 771 of the SAC.

772. FCA US denies the allegations contained in Paragraph 772 of the SAC.

773. FCA US denies the allegations contained in Paragraph 773 of the SAC.

774. FCA US denies the allegations contained in Paragraph 774 of the SAC.

775. FCA US denies the allegations contained in Paragraph 775 of the SAC.

Massachusetts Count XLII: Deceptive Acts or Practices
Prohibited by Massachusetts Law

776. For its response to Paragraph 776 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

777. FCA US admits that Plaintiffs purport to assert this cause of action on

behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 777 of the SAC.

778. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 778 of the SAC.

779. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 779 of the SAC.

780. FCA US denies the allegations contained in Paragraph 780 of the SAC.

781. FCA US denies the allegations contained in Paragraph 781 of the SAC.

782. FCA US denies the allegations contained in Paragraph 782 of the SAC.

783. FCA US denies the allegations contained in Paragraph 783 of the SAC.

784. FCA US denies the allegations contained in Paragraph 784 of the SAC.

785. FCA US denies the allegations contained in Paragraph 785 of the SAC.

786. FCA US denies the allegations contained in Paragraph 786 of the SAC.

787. FCA US denies the allegations contained in Paragraph 787 of the SAC.

788. FCA US denies the allegations contained in Paragraph 788 of the SAC.

789. FCA US denies the allegations contained in Paragraph 789 of the SAC.

790. FCA US denies the allegations contained in Paragraph 790 of the SAC.

791. FCA US denies the allegations contained in Paragraph 791 of the SAC.

792. FCA US denies the allegations contained in Paragraph 792 of the SAC.

793. FCA US denies the allegations contained in Paragraph 793 of the SAC.

794. FCA US denies the allegations contained in Paragraph 794 of the SAC.

795. FCA US denies the allegations contained in Paragraph 795 of the SAC.

796. FCA US denies the allegations contained in Paragraph 796 of the SAC.

797. FCA US denies the allegations contained in Paragraph 797 of the SAC.

798. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 798 of the SAC.

799. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 799 of the SAC.

800. FCA US denies the allegations contained in Paragraph 800 of the SAC.

801. FCA US denies the allegations contained in Paragraph 801 of the SAC.

Massachusetts Count XLIII: Unjust Enrichment

802. For its response to Paragraph 802 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

803. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 803 of the SAC.

804. FCA US denies the allegations contained in Paragraph 804 of the SAC.

805. FCA US denies the allegations contained in Paragraph 805 of the SAC.

806. FCA US denies the allegations contained in Paragraph 806 of the SAC.

807. FCA US denies the allegations contained in Paragraph 807 of the SAC.

808. FCA US denies the allegations contained in Paragraph 808 of the SAC.

809. FCA US denies the allegations contained in Paragraph 809 of the SAC.

810. FCA US denies the allegations contained in Paragraph 810 of the SAC.

Michigan Count XLIV: Michigan Consumer Protection Act

811. For its response to Paragraph 811 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

812. FCA US admits that Plaintiffs purport to assert this cause of action on

behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 812 of the SAC.

813. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 813 of the SAC.

814. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 814 of the SAC.

815. FCA US denies the allegations contained in Paragraph 815 of the SAC.

816. FCA US denies the allegations contained in Paragraph 816 of the SAC.

817. FCA US denies the allegations contained in Paragraph 817 of the SAC.

818. FCA US denies the allegations contained in Paragraph 818 of the SAC.

819. FCA US denies the allegations contained in Paragraph 819 of the SAC.

820. FCA US denies the allegations contained in Paragraph 820 of the SAC.

821. FCA US denies the allegations contained in Paragraph 821 of the SAC.

822. FCA US denies the allegations contained in Paragraph 822 of the SAC.

823. FCA US denies the allegations contained in Paragraph 823 of the SAC.

824. FCA US denies the allegations contained in Paragraph 824 of the SAC.

825. FCA US denies the allegations contained in Paragraph 825 of the SAC.

826. FCA US denies the allegations contained in Paragraph 826 of the SAC.

827. FCA US denies the allegations contained in Paragraph 827 of the SAC.

828. FCA US denies the allegations contained in Paragraph 828 of the SAC.

829. FCA US denies the allegations contained in Paragraph 829 of the SAC.

830. FCA US denies the allegations contained in Paragraph 830 of the SAC.

831. FCA US denies the allegations contained in Paragraph 831 of the SAC.

832. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 832 of the SAC.

833. FCA US denies the allegations contained in Paragraph 833 of the SAC.

Michigan Count XLV: Fraudulent Concealment

834. For its response to Paragraph 834 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

835. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 835 of the SAC.

836. FCA US denies the allegations contained in Paragraph 836 of the SAC.

837. FCA US denies the allegations contained in Paragraph 837 of the SAC.

838. FCA US denies the allegations contained in Paragraph 838 of the SAC.

839. FCA US denies the allegations contained in Paragraph 839 of the SAC.

840. FCA US denies the allegations contained in Paragraph 840 of the SAC.

841. FCA US denies the allegations contained in Paragraph 841 of the SAC.

842. FCA US denies the allegations contained in Paragraph 842 of the SAC.

843. FCA US denies the allegations contained in Paragraph 843 of the SAC.

844. FCA US denies the allegations contained in Paragraph 844 of the SAC.

Michigan Count XLVI: Express Warranty

845. For its response to Paragraph 845 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

846. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 846 of the SAC.

847. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 847 of the SAC.

848. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 848 of the SAC.

849. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 849 of the SAC.

850. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 850 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 850 of the SAC.

851. FCA US denies the allegations contained in Paragraph 851 of the SAC.

852. FCA US denies the allegations contained in Paragraph 852 of the SAC.

853. FCA US denies the allegations contained in Paragraph 853 of the SAC.

854. FCA US denies the allegations contained in Paragraph 854 of the SAC.

855. FCA US denies the allegations contained in Paragraph 855 of the SAC.

856. FCA US denies the allegations contained in Paragraph 856 of the SAC.

857. FCA US denies the allegations contained in Paragraph 857 of the SAC.

858. FCA US denies the allegations contained in Paragraph 858 of the SAC.

859. FCA US denies the allegations contained in Paragraph 859 of the SAC.

860. FCA US denies the allegations contained in Paragraph 860 of the SAC.

861. FCA US denies the allegations contained in Paragraph 861 of the SAC.

862. FCA US denies the allegations contained in Paragraph 862 of the SAC.

Michigan Count XLVII: Implied Warranty of Merchantability

863. For its response to Paragraph 863 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

864. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 864 of the SAC.

865. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 865 of the SAC.

866. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 866 of the SAC.

867. FCA US denies the allegations contained in Paragraph 867 of the SAC.

868. FCA US denies the allegations contained in Paragraph 868 of the SAC.

869. FCA US denies the allegations contained in Paragraph 869 of the SAC.

Michigan Count XLVIII: Unjust Enrichment

870. For its response to Paragraph 870 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

871. FCA US admits that Plaintiffs purport to assert this cause of action on

behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 871 of the SAC.

872. FCA US denies the allegations contained in Paragraph 872 of the SAC.

873. FCA US denies the allegations contained in Paragraph 873 of the SAC.

874. FCA US denies the allegations contained in Paragraph 874 of the SAC.

875. FCA US denies the allegations contained in Paragraph 875 of the SAC.

876. FCA US denies the allegations contained in Paragraph 876 of the SAC.

877. FCA US denies the allegations contained in Paragraph 877 of the SAC.

878. FCA US denies the allegations contained in Paragraph 878 of the SAC.

Minnesota Count XLIX: Minnesota Consumer Fraud Act

879. For its response to Paragraph 879 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

880. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 880 of the SAC.

881. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 881 of the SAC.

882. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 882 of the SAC.

883. FCA US denies the allegations contained in Paragraph 883 of the SAC.

884. FCA US denies the allegations contained in Paragraph 884 of the SAC.

885. FCA US denies the allegations contained in Paragraph 885 of the SAC.

886. FCA US denies the allegations contained in Paragraph 886 of the SAC.

887. FCA US denies the allegations contained in Paragraph 887 of the SAC.

888. FCA US denies the allegations contained in Paragraph 888 of the

SAC.

889. FCA US denies the allegations contained in Paragraph 889 of the

SAC.

890. FCA US denies the allegations contained in Paragraph 890 of the

SAC.

891. FCA US denies the allegations contained in Paragraph 891 of the

SAC.

892. FCA US denies the allegations contained in Paragraph 892 of the

SAC.

893. FCA US denies the allegations contained in Paragraph 893 of the

SAC.

894. FCA US denies the allegations contained in Paragraph 894 of the

SAC.

895. FCA US denies the allegations contained in Paragraph 895 of the

SAC.

896. FCA US denies the allegations contained in Paragraph 896 of the

SAC.

897. FCA US denies the allegations contained in Paragraph 897 of the

SAC.

898. FCA US denies the allegations contained in Paragraph 898 of the

SAC.

899. FCA US denies the allegations contained in Paragraph 899 of the SAC.

900. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 900 of the SAC.

901. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 901 of the SAC.

Minnesota Count L: Deceptive Trade Practices Act

902. For its response to Paragraph 902 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

903. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 903 of the SAC.

904. FCA US admits the existence of the referenced statutes. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 904 of the SAC.

905. FCA US denies the allegations contained in Paragraph 905 of the

SAC.

906. FCA US denies the allegations contained in Paragraph 906 of the

SAC.

907. FCA US denies the allegations contained in Paragraph 907 of the

SAC.

908. FCA US denies the allegations contained in Paragraph 908 of the

SAC.

909. FCA US denies the allegations contained in Paragraph 909 of the

SAC.

910. FCA US denies the allegations contained in Paragraph 910 of the

SAC.

911. FCA US denies the allegations contained in Paragraph 911 of the

SAC.

912. FCA US denies the allegations contained in Paragraph 912 of the

SAC.

913. FCA US denies the allegations contained in Paragraph 913 of the

SAC.

914. FCA US denies the allegations contained in Paragraph 914 of the

SAC.

915. FCA US denies the allegations contained in Paragraph 915 of the

SAC.

916. FCA US denies the allegations contained in Paragraph 916 of the

SAC.

917. FCA US denies the allegations contained in Paragraph 917 of the

SAC.

918. FCA US denies the allegations contained in Paragraph 918 of the

SAC.

919. FCA US denies the allegations contained in Paragraph 919 of the

SAC.

920. FCA US denies the allegations contained in Paragraph 920 of the

SAC.

921. FCA US denies the allegations contained in Paragraph 921 of the

SAC.

922. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 922 of the SAC.

923. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 923 of the SAC.

Minnesota Count LI: Fraudulent Concealment

924. For its response to Paragraph 924 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

925. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 925 of the SAC.

926. FCA US denies the allegations contained in Paragraph 926 of the SAC.

927. FCA US denies the allegations contained in Paragraph 927 of the SAC.

928. FCA US denies the allegations contained in Paragraph 928 of the SAC.

929. FCA US denies the allegations contained in Paragraph 929 of the SAC.

930. FCA US denies the allegations contained in Paragraph 930 of the SAC.

931. FCA US denies the allegations contained in Paragraph 931 of the SAC.

932. FCA US denies the allegations contained in Paragraph 932 of the SAC.

933. FCA US denies the allegations contained in Paragraph 933 of the SAC.

934. FCA US denies the allegations contained in Paragraph 934 of the SAC.

Minnesota Count LII: Implied Warranty of Merchantability

935. For its response to Paragraph 935 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

936. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 936 of the SAC.

937. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 937 of the SAC.

938. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 938 of the SAC.

939. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 939 of the SAC.

940. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 940 of the SAC.

941. FCA US denies the allegations contained in Paragraph 941 of the SAC.

942. FCA US denies the allegations contained in Paragraph 942 of the SAC.

Minnesota Count LIII: Express Warranty

943. For its response to Paragraph 943 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

944. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 944 of the SAC.

945. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 945 of the SAC.

946. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 946 of the SAC.

947. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 947 of the SAC.

948. FCA US denies the allegations contained in Paragraph 948 of the SAC.

949. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 949 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 949 of the SAC.

950. FCA US denies the allegations contained in Paragraph 950 of the SAC.

951. FCA US denies the allegations contained in Paragraph 951 of the SAC.

952. FCA US denies the allegations contained in Paragraph 952 of the SAC.

953. FCA US denies the allegations contained in Paragraph 953 of the SAC.

954. FCA US denies the allegations contained in Paragraph 954 of the SAC.

955. FCA US denies the allegations contained in Paragraph 955 of the

SAC.

956. FCA US denies the allegations contained in Paragraph 956 of the

SAC.

957. FCA US denies the allegations contained in Paragraph 957 of the

SAC.

958. FCA US denies the allegations contained in Paragraph 958 of the

SAC.

959. FCA US denies the allegations contained in Paragraph 959 of the

SAC.

960. FCA US denies the allegations contained in Paragraph 960 of the

SAC.

Minnesota Count LIV: Unjust Enrichment

961. For its response to Paragraph 961 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

962. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 962 of the SAC.

963. FCA US denies the allegations contained in Paragraph 963 of the SAC.

964. FCA US denies the allegations contained in Paragraph 964 of the SAC.

965. FCA US denies the allegations contained in Paragraph 965 of the SAC.

966. FCA US denies the allegations contained in Paragraph 966 of the SAC.

967. FCA US denies the allegations contained in Paragraph 967 of the SAC.

968. FCA US denies the allegations contained in Paragraph 968 of the SAC.

969. FCA US denies the allegations contained in Paragraph 969 of the SAC.

Missouri Count LV: Implied Warranty of Merchantability

970. For its response to Paragraph 970 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

971. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 971 of the SAC.

972. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 972 of the SAC.

973. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 973 of the SAC.

974. FCA US denies the allegations contained in Paragraph 974 of the SAC.

975. FCA US denies the allegations contained in Paragraph 975 of the SAC.

Missouri Count LVI: Express Warranty

976. For its response to Paragraph 976 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

977. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 977 of the SAC.

978. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 978 of the SAC.

979. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 979 of the SAC.

980. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 980 of the SAC.

981. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 981 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 981 of the SAC.

982. FCA US denies the allegations contained in Paragraph 982 of the SAC.

983. FCA US denies the allegations contained in Paragraph 983 of the SAC.

984. FCA US denies the allegations contained in Paragraph 984 of the SAC.

985. FCA US denies the allegations contained in Paragraph 985 of the SAC.

986. FCA US denies the allegations contained in Paragraph 986 of the SAC.

987. FCA US denies the allegations contained in Paragraph 987 of the

SAC.

988. FCA US denies the allegations contained in Paragraph 988 of the

SAC.

989. FCA US denies the allegations contained in Paragraph 989 of the

SAC.

990. FCA US denies the allegations contained in Paragraph 990 of the

SAC.

991. FCA US denies the allegations contained in Paragraph 991 of the

SAC.

992. FCA US denies the allegations contained in Paragraph 992 of the

SAC.

Missouri Count LVII: Unjust Enrichment

993. For its response to Paragraph 993 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

994. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 994 of the SAC.

995. FCA US denies the allegations contained in Paragraph 995 of the SAC.

996. FCA US denies the allegations contained in Paragraph 996 of the SAC.

997. FCA US denies the allegations contained in Paragraph 997 of the SAC.

998. FCA US denies the allegations contained in Paragraph 998 of the SAC.

999. FCA US denies the allegations contained in Paragraph 999 of the SAC.

1000. FCA US denies the allegations contained in Paragraph 1000 of the SAC.

1001. FCA US denies the allegations contained in Paragraph 1001 of the SAC.

Nevada Count LVIII: Nevada Deceptive Trade Practices Act

1002. For its response to Paragraph 1002 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein

1003. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1003 of the SAC.

1004. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 1004 of the SAC.

1005. FCA US denies the allegations contained in Paragraph 1005 of the SAC.

1006. FCA US denies the allegations contained in Paragraph 1006 of the SAC.

1007. FCA US denies the allegations contained in Paragraph 1007 of the SAC.

1008. FCA US denies the allegations contained in Paragraph 1008 of the SAC.

1009. FCA US denies the allegations contained in Paragraph 1009 of the SAC.

1010. FCA US denies the allegations contained in Paragraph 1010 of the SAC.

1011. FCA US denies the allegations contained in Paragraph 1011 of the SAC.

1012. FCA US denies the allegations contained in Paragraph 1012 of the SAC.

1013. FCA US denies the allegations contained in Paragraph 1013 of the SAC.

1014. FCA US denies the allegations contained in Paragraph 1014 of the SAC.

1015. FCA US denies the allegations contained in Paragraph 1015 of the SAC.

1016. FCA US denies the allegations contained in Paragraph 1016 of the SAC.

1017. FCA US denies the allegations contained in Paragraph 1017 of the SAC.

1018. FCA US denies the allegations contained in Paragraph 1018 of the SAC.

1019. FCA US denies the allegations contained in Paragraph 1019 of the SAC.

1020. FCA US denies the allegations contained in Paragraph 1020 of the SAC.

1021. FCA US denies the allegations contained in Paragraph 1021 of the SAC.

1022. FCA US denies the allegations contained in Paragraph 1022 of the SAC.

1023. FCA US denies the allegations contained in Paragraph 1023 of the SAC.

1024. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1024.

Nevada Count LIX: Fraudulent Concealment

1025. For its response to Paragraph 1025 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1026. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1026 of the SAC.

1027. FCA US denies the allegations contained in Paragraph 1027 of the SAC.

1028. FCA US denies the allegations contained in Paragraph 1028 of the SAC.

1029. FCA US denies the allegations contained in Paragraph 1029 of the SAC.

1030. FCA US denies the allegations contained in Paragraph 1030 of the SAC.

1031. FCA US denies the allegations contained in Paragraph 1031 of the SAC.

1032. FCA US denies the allegations contained in Paragraph 1032 of the SAC.

1033. FCA US denies the allegations contained in Paragraph 1033 of the SAC.

1034. FCA US denies the allegations contained in Paragraph 1034 of the SAC.

1035. FCA US denies the allegations contained in Paragraph 1035 of the SAC.

Nevada Count LX: Express Warranty

1036. For its response to Paragraph 1036 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1037. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1037 of the SAC.

1038. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1038 of the SAC.

1039. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph

1039 of the SAC.

1040. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1040 of the SAC.

1041. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1041 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1041 of the SAC.

1042. FCA US denies the allegations contained in Paragraph 1042 of the SAC.

1043. FCA US denies the allegations contained in Paragraph 1043 of the SAC.

1044. FCA US denies the allegations contained in Paragraph 1044 of the SAC.

1045. FCA US denies the allegations contained in Paragraph 1045 of the SAC.

1046. FCA US denies the allegations contained in Paragraph 1046 of the SAC.

1047. FCA US denies the allegations contained in Paragraph 1047 of the SAC.

1048. FCA US denies the allegations contained in Paragraph 1048 of the SAC.

1049. FCA US denies the allegations contained in Paragraph 1049 of the SAC.

1050. FCA US denies the allegations contained in Paragraph 1050 of the SAC.

1051. FCA US denies the allegations contained in Paragraph 1051 of the SAC.

1052. FCA US denies the allegations contained in Paragraph 1052 of the SAC.

1053. FCA US denies the allegations contained in Paragraph 1053 of the SAC.

Nevada Count LXI: Implied Warranty of Merchantability

1054. For its response to Paragraph 1054 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1055. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1055 of the SAC.

1056. FCA US denies the allegations contained in Paragraph 1056 of the

SAC.

1057. FCA US denies the allegations contained in Paragraph 1057 of the

SAC.

1058. FCA US denies the allegations contained in Paragraph 1058 of the

SAC.

Nevada Count XLIII: Unjust Enrichment

1059. For its response to Paragraph 1059 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1060. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1060 of the SAC.

1061. FCA US denies the allegations contained in Paragraph 1061 of the SAC.

1062. FCA US denies the allegations contained in Paragraph 1062 of the SAC.

1063. FCA US denies the allegations contained in Paragraph 1063 of the SAC.

1064. FCA US denies the allegations contained in Paragraph 1064 of the SAC.

1065. FCA US denies the allegations contained in Paragraph 1065 of the SAC.

1066. FCA US denies the allegations contained in Paragraph 1066 of the SAC.

1067. FCA US denies the allegations contained in Paragraph 1067 of the SAC.

New Jersey Count LXIII: New Jersey Consumer Fraud Act

1068. For its response to Paragraph 1068 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1069. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1069 of the SAC.

1070. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1070 of the SAC.

1071. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1071 of the SAC.

1072. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 1072 of the SAC.

1073. FCA US denies the allegations contained in Paragraph 1073 of the SAC.

1074. FCA US denies the allegations contained in Paragraph 1074 of the SAC.

1075. FCA US denies the allegations contained in Paragraph 1075 of the SAC.

1076. FCA US denies the allegations contained in Paragraph 1076 of the SAC.

1077. FCA US denies the allegations contained in Paragraph 1077 of the SAC.

1078. FCA US denies the allegations contained in Paragraph 1078 of the SAC.

1079. FCA US denies the allegations contained in Paragraph 1079 of the SAC.

1080. FCA US denies the allegations contained in Paragraph 1080 of the SAC.

1081. FCA US denies the allegations contained in Paragraph 1081 of the SAC.

1082. FCA US denies the allegations contained in Paragraph 1082 of the SAC.

1083. FCA US denies the allegations contained in Paragraph 1083 of the SAC.

1084. FCA US denies the allegations contained in Paragraph 1084 of the SAC.

1085. FCA US denies the allegations contained in Paragraph 1085 of the SAC.

1086. FCA US denies the allegations contained in Paragraph 1086 of the SAC.

1087. FCA US denies the allegations contained in Paragraph 1087 of the SAC.

1088. FCA US denies the allegations contained in Paragraph 1088 of the SAC.

1089. FCA US denies the allegations contained in Paragraph 1089 of the SAC.

1090. FCA US denies the allegations contained in Paragraph 1090 of the SAC.

1091. FCA US denies the allegations contained in Paragraph 1091 of the SAC.

1092. FCA US denies the allegations contained in Paragraph 1092 of the SAC.

New Jersey Count LXIV: Fraudulent Concealment

1093. For its response to Paragraph 1093 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1094. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1094 of the SAC.

1095. FCA US denies the allegations contained in Paragraph 1095 of the SAC.

1096. FCA US denies the allegations contained in Paragraph 1096 of the SAC.

1097. FCA US denies the allegations contained in Paragraph 1097 of the SAC.

1098. FCA US denies the allegations contained in Paragraph 1098 of the SAC.

1099. FCA US denies the allegations contained in Paragraph 1099 of the SAC.

1100. FCA US denies the allegations contained in Paragraph 1100 of the

SAC.

1101. FCA US denies the allegations contained in Paragraph 1101 of the

SAC.

1102. FCA US denies the allegations contained in Paragraph 1102 of the

SAC.

1103. FCA US denies the allegations contained in Paragraph 1103 of the

SAC.

New Jersey Count LXV: Express Warranty

1104. For its response to Paragraph 1104 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1105. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1105 of the SAC.

1106. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1106 of the SAC.

1107. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1107 of the SAC.

1108. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1108 of the SAC.

1109. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1109 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1109 of the SAC.

1110. FCA US denies the allegations contained in Paragraph 1110 of the SAC.

1111. FCA US denies the allegations contained in Paragraph 1111 of the SAC.

1112. FCA US denies the allegations contained in Paragraph 1112 of the SAC.

1113. FCA US denies the allegations contained in Paragraph 1113 of the SAC.

1114. FCA US denies the allegations contained in Paragraph 1114 of the SAC.

1115. FCA US denies the allegations contained in Paragraph 1115 of the SAC.

1116. FCA US denies the allegations contained in Paragraph 1116 of the

SAC.

1117. FCA US denies the allegations contained in Paragraph 1117 of the

SAC.

1118. FCA US denies the allegations contained in Paragraph 1118 of the

SAC.

1119. FCA US denies the allegations contained in Paragraph 1119 of the

SAC.

1120. FCA US denies the allegations contained in Paragraph 1120 of the

SAC.

1121. FCA US denies the allegations contained in Paragraph 1121 of the

SAC.

New Jersey Count LXVI: Implied Warranty of Merchantability

1122. For its response to Paragraph 1122 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1123. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1123 of the SAC.

1124. FCA US denies the allegations contained in Paragraph 1124 of the SAC.

1125. FCA US denies the allegations contained in Paragraph 1125 of the SAC.

1126. FCA US denies the allegations contained in Paragraph 1126 of the SAC.

1127. FCA US denies the allegations contained in Paragraph 1127 of the SAC.

New Jersey Count LXVII: Unjust Enrichment

1128. For its response to Paragraph 1128 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1129. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1129 of the SAC.

1130. FCA US denies the allegations contained in Paragraph 1130 of the SAC.

1131. FCA US denies the allegations contained in Paragraph 1131 of the SAC.

1132. FCA US denies the allegations contained in Paragraph 1132 of the SAC.

1133. FCA US denies the allegations contained in Paragraph 1133 of the

SAC.

1134. FCA US denies the allegations contained in Paragraph 1134 of the

SAC.

1135. FCA US denies the allegations contained in Paragraph 1135 of the

SAC.

1136. FCA US denies the allegations contained in Paragraph 1136 of the

SAC.

New York Count LXVIII: New York General Business Law § 349

1137. For its response to Paragraph 1137 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1138. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1138 of the SAC.

1139. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1139 of the SAC.

1140. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1140 of the SAC.

1141. FCA US denies the allegations contained in Paragraph 1141 of the SAC.

1142. FCA US denies the allegations contained in Paragraph 1142 of the SAC.

1143. FCA US denies the allegations contained in Paragraph 1143 of the SAC.

1144. FCA US denies the allegations contained in Paragraph 1144 of the SAC.

New York Count LXIX: New York General Business Law § 350

1145. For its response to Paragraph 1145 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1146. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1146 of the SAC.

1147. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1147 of the SAC.

1148. FCA US denies the allegations contained in Paragraph 1148 of the SAC.

1149. FCA US denies the allegations contained in Paragraph 1149 of the SAC.

1150. FCA US denies the allegations contained in Paragraph 1150 of the SAC.

1151. FCA US denies the allegations contained in Paragraph 1151 of the SAC.

1152. FCA US denies the allegations contained in Paragraph 1152 of the SAC.

1153. FCA US denies the allegations contained in Paragraph 1153 of the SAC.

New York Count LXX: Express Warranty

1154. For its response to Paragraph 1154 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1155. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1155 of the SAC.

1156. FCA US denies the allegations contained in Paragraph 1156 of the SAC.

1157. FCA US states that the Warranty Information Booklet for each of the

Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1157 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1157 of the SAC.

1158. FCA US denies the allegations contained in Paragraph 1158 of the SAC.

1159. FCA US denies the allegations contained in Paragraph 1159 of the SAC.

1160. FCA US denies the allegations contained in Paragraph 1160 of the SAC.

1161. FCA US denies the allegations contained in Paragraph 1161 of the SAC.

1162. FCA US denies the allegations contained in Paragraph 1162 of the SAC.

1163. FCA US denies the allegations contained in Paragraph 1163 of the SAC.

1164. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1164 of the SAC.

1165. FCA US denies the allegations contained in Paragraph 1165 of the SAC.

1166. FCA US denies the allegations contained in Paragraph 1166 of the SAC.

New York Count LXXI: Fraudulent Concealment

1167. For its response to Paragraph 1167 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1168. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1168 of the SAC.

1169. FCA US denies the allegations contained in Paragraph 1169 of the SAC.

1170. FCA US denies the allegations contained in Paragraph 1170 of the SAC.

1171. FCA US denies the allegations contained in Paragraph 1171 of the SAC.

1172. FCA US denies the allegations contained in Paragraph 1172 of the SAC.

1173. FCA US denies the allegations contained in Paragraph 1173 of the SAC.

1174. FCA US denies the allegations contained in Paragraph 1174 of the

SAC.

1175. FCA US denies the allegations contained in Paragraph 1175 of the

SAC.

1176. FCA US denies the allegations contained in Paragraph 1176 of the

SAC.

1177. FCA US denies the allegations contained in Paragraph 1177 of the

SAC.

1178. FCA US denies the allegations contained in Paragraph 1178 of the

SAC.

New York Count LXXII: Unjust Enrichment

1179. For its response to Paragraph 1179 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1180. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1180 of the SAC.

1181. FCA US denies the allegations contained in Paragraph 1181 of the SAC.

1182. FCA US denies the allegations contained in Paragraph 1182 of the SAC.

1183. FCA US denies the allegations contained in Paragraph 1183 of the SAC.

1184. FCA US denies the allegations contained in Paragraph 1184 of the SAC.

1185. FCA US denies the allegations contained in Paragraph 1185 of the SAC.

1186. FCA US denies the allegations contained in Paragraph 1186 of the SAC.

1187. FCA US denies the allegations contained in Paragraph 1187 of the SAC.

North Carolina Count LXXIII: North Carolina Unfair and Deceptive Trade Practices Act

1188. For its response to Paragraph 1188 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1189. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1189 of the SAC.

1190. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1190 of the SAC.

1191. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1191 of the SAC.

1192. FCA US denies the allegations contained in Paragraph 1192 of the SAC.

1193. FCA US denies the allegations contained in Paragraph 1193 of the SAC.

1194. FCA US denies the allegations contained in Paragraph 1194 of the SAC.

1195. FCA US denies the allegations contained in Paragraph 1195 of the SAC.

1196. FCA US denies the allegations contained in Paragraph 1196 of the SAC.

1197. FCA US denies the allegations contained in Paragraph 1197 of the SAC.

North Carolina Count LXXIV: Fraudulent Concealment

1198. For its response to Paragraph 1198 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1199. FCA US admits that Plaintiffs purport to assert this cause of action on

behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1199 of the SAC.

1200. FCA US denies the allegations contained in Paragraph 1200 of the SAC.

1201. FCA US denies the allegations contained in Paragraph 1201 of the SAC.

1202. FCA US denies the allegations contained in Paragraph 1202 of the SAC.

1203. FCA US denies the allegations contained in Paragraph 1203 of the SAC.

1204. FCA US denies the allegations contained in Paragraph 1204 of the SAC.

1205. FCA US denies the allegations contained in Paragraph 1205 of the SAC.

1206. FCA US denies the allegations contained in Paragraph 1206 of the SAC.

1207. FCA US denies the allegations contained in Paragraph 1207 of the SAC.

1208. FCA US denies the allegations contained in Paragraph 1208 of the SAC.

1209. FCA US denies the allegations contained in Paragraph 1209 of the SAC.

North Carolina Count LXXV: Express Warranty

1210. For its response to Paragraph 1210 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1211. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1211 of the SAC.

1212. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1212 of the SAC.

1213. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1213 of the SAC.

1214. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1214 of the SAC.

1215. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1215 that

are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1215 of the SAC.

1216. FCA US denies the allegations contained in Paragraph 1216 of the SAC.

1217. FCA US denies the allegations contained in Paragraph 1217 of the SAC.

1218. FCA US denies the allegations contained in Paragraph 1218 of the SAC.

1219. FCA US denies the allegations contained in Paragraph 1219 of the SAC.

1220. FCA US denies the allegations contained in Paragraph 1220 of the SAC.

1221. FCA US denies the allegations contained in Paragraph 1221 of the SAC.

1222. FCA US denies the allegations contained in Paragraph 1222 of the SAC.

1223. FCA US denies the allegations contained in Paragraph 1223 of the SAC.

1224. FCA US denies the allegations contained in Paragraph 1224 of the SAC.

1225. FCA US denies the allegations contained in Paragraph 1225 of the SAC.

1226. FCA US denies the allegations contained in Paragraph 1226 of the SAC.

1227. FCA US denies the allegations contained in Paragraph 1227 of the SAC.

North Carolina Count LXXVI: Implied Warranty of Merchantability

1228. For its response to Paragraph 1228 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1229. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1229 of the SAC.

1230. FCA US denies the allegations contained in Paragraph 1230 of the SAC.

1231. FCA US denies the allegations contained in Paragraph 1231 of the SAC.

1232. FCA US denies the allegations contained in Paragraph 1232 of the SAC.

1233. FCA US denies the allegations contained in Paragraph 1233 of the

SAC.

North Carolina Count LXXVII: Unjust Enrichment

1234. For its response to Paragraph 1234 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1235. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1235 of the SAC.

1236. FCA US denies the allegations contained in Paragraph 1236 of the SAC.

1237. FCA US denies the allegations contained in Paragraph 1237 of the SAC.

1238. FCA US denies the allegations contained in Paragraph 1238 of the SAC.

1239. FCA US denies the allegations contained in Paragraph 1239 of the SAC.

1240. FCA US denies the allegations contained in Paragraph 1240 of the SAC.

1241. FCA US denies the allegations contained in Paragraph 1241 of the SAC.

1242. FCA US denies the allegations contained in Paragraph 1242 of the SAC.

Ohio Count LXXVIII: Consumer Sales Practices Act

1243. For its response to Paragraph 1243 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1244. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1244 of the SAC.

1245. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1245 of the SAC.

1246. FCA US denies the allegations contained in Paragraph 1246 of the SAC.

1247. FCA US denies the allegations contained in Paragraph 1247 of the SAC.

1248. FCA US denies the allegations contained in Paragraph 1248 of the SAC.

1249. FCA US denies the allegations contained in Paragraph 1249 of the SAC.

1250. FCA US denies the allegations contained in Paragraph 1250 of the SAC.

1251. FCA US denies the allegations contained in Paragraph 1251 of the SAC.

1252. FCA US denies the allegations contained in Paragraph 1252 of the SAC.

1253. FCA US denies the allegations contained in Paragraph 1253 of the SAC.

1254. FCA US denies the allegations contained in Paragraph 1254 of the SAC.

1255. FCA US denies the allegations contained in Paragraph 1255 of the SAC.

1256. FCA US denies the allegations contained in Paragraph 1256 of the SAC.

1257. FCA US denies the allegations contained in Paragraph 1257 of the SAC.

1258. FCA US denies the allegations contained in Paragraph 1258 of the SAC.

1259. FCA US denies the allegations contained in Paragraph 1259 of the SAC.

1260. FCA US denies the allegations contained in Paragraph 1260 of the SAC.

1261. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1261 of the SAC.

Ohio Count LXXIX: Fraudulent Concealment

1262. For its response to Paragraph 1262 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1263. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1263 of the SAC.

1264. FCA US denies the allegations contained in Paragraph 1264 of the SAC.

1265. FCA US denies the allegations contained in Paragraph 1265 of the SAC.

1266. FCA US denies the allegations contained in Paragraph 1266 of the SAC.

1267. FCA US denies the allegations contained in Paragraph 1267 of the SAC.

1268. FCA US denies the allegations contained in Paragraph 1268 of the SAC.

1269. FCA US denies the allegations contained in Paragraph 1269 of the SAC.

1270. FCA US denies the allegations contained in Paragraph 1270 of the SAC.

1271. FCA US denies the allegations contained in Paragraph 1271 of the SAC.

1272. FCA US denies the allegations contained in Paragraph 1272 of the SAC.

1273. FCA US denies the allegations contained in Paragraph 1273 of the SAC.

Ohio Count LXXX: Express Warranty

1274. For its response to Paragraph 1274 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1275. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1275 of the SAC.

1276. FCA US denies the allegations contained in Paragraph 1276 of the

SAC.

1277. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1277 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1277 of the SAC.

1278. FCA US denies the allegations contained in Paragraph 1278 of the SAC.

1279. FCA US denies the allegations contained in Paragraph 1279 of the SAC.

1280. FCA US denies the allegations contained in Paragraph 1280 of the SAC.

1281. FCA US denies the allegations contained in Paragraph 1281 of the SAC.

1282. FCA US denies the allegations contained in Paragraph 1282 of the SAC.

1283. FCA US denies the allegations contained in Paragraph 1283 of the SAC.

1284. FCA US denies the allegations contained in Paragraph 1284 of the SAC.

1285. FCA US denies the allegations contained in Paragraph 1285 of the

SAC.

1286. FCA US denies the allegations contained in Paragraph 1286 of the

SAC.

1287. FCA US denies the allegations contained in Paragraph 1287 of the

SAC.

1288. FCA US denies the allegations contained in Paragraph 1288 of the

SAC.

Ohio Count LXXXI: Implied Warranty of Merchantability

1289. For its response to Paragraph 1289 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1290. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1290 of the SAC.

1291. FCA US denies the allegations contained in Paragraph 1291 of the SAC.

1292. FCA US denies the allegations contained in Paragraph 1292 of the SAC.

1293. FCA US denies the allegations contained in Paragraph 1293 of the SAC.

1294. FCA US denies the allegations contained in Paragraph 1294 of the SAC.

Ohio Count LXXXII: Unjust Enrichment

1295. For its response to Paragraph 1295 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1296. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1296 of the SAC.

1297. FCA US denies the allegations contained in Paragraph 1297 of the SAC.

1298. FCA US denies the allegations contained in Paragraph 1298 of the SAC.

1299. FCA US denies the allegations contained in Paragraph 1299 of the SAC.

1300. FCA US denies the allegations contained in Paragraph 1300 of the SAC.

1301. FCA US denies the allegations contained in Paragraph 1301 of the SAC.

1302. FCA US denies the allegations contained in Paragraph 1302 of the

SAC.

1303. FCA US denies the allegations contained in Paragraph 1303 of the

SAC.

Oklahoma Count LXXXIII: Oklahoma Consumer Protection Act

1304. For its response to Paragraph 1304 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1305. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1305 of the SAC.

1306. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1306 of the SAC.

1307. FCA US denies the allegations contained in Paragraph 1307 of the SAC.

1308. FCA US denies the allegations contained in Paragraph 1308 of the SAC.

1309. FCA US denies the allegations contained in Paragraph 1309 of the SAC.

1310. FCA US denies the allegations contained in Paragraph 1310 of the

SAC.

1311. FCA US denies the allegations contained in Paragraph 1311 of the

SAC.

1312. FCA US denies the allegations contained in Paragraph 1312 of the

SAC.

1313. FCA US denies the allegations contained in Paragraph 1313 of the

SAC.

1314. FCA US denies the allegations contained in Paragraph 1314 of the

SAC.

1315. FCA US denies the allegations contained in Paragraph 1315 of the

SAC.

1316. FCA US denies the allegations contained in Paragraph 1316 of the

SAC.

1317. FCA US denies the allegations contained in Paragraph 1317 of the

SAC.

1318. FCA US denies the allegations contained in Paragraph 1318 of the

SAC.

1319. FCA US denies the allegations contained in Paragraph 1319 of the

SAC.

1320. FCA US denies the allegations contained in Paragraph 1320 of the

SAC.

1321. FCA US denies the allegations contained in Paragraph 1321 of the

SAC.

1322. FCA US denies the allegations contained in Paragraph 1322 of the

SAC.

1323. FCA US denies the allegations contained in Paragraph 1323 of the

SAC.

1324. FCA US denies the allegations contained in Paragraph 1324 of the

SAC.

1325. FCA US denies the allegations contained in Paragraph 1325 of the

SAC.

1326. FCA US admits that Plaintiffs seek the relief described. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1326 of the SAC.

Oklahoma Count LXXXIV: Fraudulent Concealment

1327. For its response to Paragraph 1327 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1328. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 1328 of the SAC.

1329. FCA US denies the allegations contained in Paragraph 1329 of the SAC.

1330. FCA US denies the allegations contained in Paragraph 1330 of the SAC.

1331. FCA US denies the allegations contained in Paragraph 1331 of the SAC.

1332. FCA US denies the allegations contained in Paragraph 1332 of the SAC.

1333. FCA US denies the allegations contained in Paragraph 1333 of the SAC.

1334. FCA US denies the allegations contained in Paragraph 1334 of the SAC.

1335. FCA US denies the allegations contained in Paragraph 1335 of the SAC.

1336. FCA US denies the allegations contained in Paragraph 1336 of the SAC.

1337. FCA US denies the allegations contained in Paragraph 1337 of the SAC.

Oklahoma Count LXXXV: Express Warranty

1338. For its response to Paragraph 1338 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1339. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1339 of the SAC.

1340. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1340 of the SAC.

1341. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1341 of the SAC.

1342. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1342 of the SAC.

1343. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1343 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1343 of the SAC.

1344. FCA US denies the allegations contained in Paragraph 1344 of the

SAC.

1345. FCA US denies the allegations contained in Paragraph 1345 of the

SAC.

1346. FCA US denies the allegations contained in Paragraph 1346 of the

SAC.

1347. FCA US denies the allegations contained in Paragraph 1347 of the

SAC.

1348. FCA US denies the allegations contained in Paragraph 1348 of the

SAC.

1349. FCA US denies the allegations contained in Paragraph 1349 of the

SAC.

1350. FCA US denies the allegations contained in Paragraph 1350 of the

SAC.

1351. FCA US denies the allegations contained in Paragraph 1351 of the

SAC.

1352. FCA US denies the allegations contained in Paragraph 1352 of the

SAC.

1353. FCA US denies the allegations contained in Paragraph 1353 of the

SAC.

1354. FCA US denies the allegations contained in Paragraph 1354 of the

SAC.

Oklahoma Count LXXXVI: Implied Warranty of Merchantability

1355. For its response to Paragraph 1355 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1356. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1356 of the SAC.

1357. FCA US denies the allegations contained in Paragraph 1357 of the SAC.

1358. FCA US denies the allegations contained in Paragraph 1358 of the SAC.

1359. FCA US denies the allegations contained in Paragraph 1359 of the SAC.

1360. FCA US denies the allegations contained in Paragraph 1360 of the SAC.

Oklahoma Count LXXXVII: Unjust Enrichment

1361. For its response to Paragraph 1361 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1362. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1362.

1363. FCA US denies the allegations contained in Paragraph 1363 of the SAC.

1364. FCA US denies the allegations contained in Paragraph 1364 of the SAC.

1365. FCA US denies the allegations contained in Paragraph 1365 of the SAC.

1366. FCA US denies the allegations contained in Paragraph 1366 of the SAC.

1367. FCA US denies the allegations contained in Paragraph 1367 of the SAC.

1368. FCA US denies the allegations contained in Paragraph 1368 of the SAC.

1369. FCA US denies the allegations contained in Paragraph 1369 of the SAC.

Oregon Count LXXXVIII: Oregon Unlawful Trade Practices Act

1370. For its response to Paragraph 1370 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set

forth herein.

1371. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1371 of the SAC.

1372. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1372 of the SAC.

1373. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1373 of the SAC.

1374. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1374 of the SAC.

1375. FCA US denies the allegations contained in Paragraph 1375 of the SAC.

1376. FCA US denies the allegations contained in Paragraph 1376 of the SAC.

1377. FCA US denies the allegations contained in Paragraph 1377 of the SAC.

1378. FCA US denies the allegations contained in Paragraph 1378 of the

SAC.

1379. FCA US denies the allegations contained in Paragraph 1379 of the

SAC.

1380. FCA US denies the allegations contained in Paragraph 1380 of the

SAC.

1381. FCA US denies the allegations contained in Paragraph 1381 of the

SAC.

1382. FCA US denies the allegations contained in Paragraph 1382 of the

SAC.

1383. FCA US denies the allegations contained in Paragraph 1383 of the

SAC.

1384. FCA US denies the allegations contained in Paragraph 1384 of the

SAC.

1385. FCA US denies the allegations contained in Paragraph 1385 of the

SAC.

1386. FCA US denies the allegations contained in Paragraph 1386 of the

SAC.

1387. FCA US denies the allegations contained in Paragraph 1387 of the

SAC.

1388. FCA US denies the allegations contained in Paragraph 1388 of the

SAC.

1389. FCA US denies the allegations contained in Paragraph 1389 of the

SAC.

1390. FCA US denies the allegations contained in Paragraph 1390 of the

SAC.

1391. FCA US denies the allegations contained in Paragraph 1391 of the

SAC.

1392. FCA US denies the allegations contained in Paragraph 1392 of the

SAC.

1393. FCA US denies the allegations contained in Paragraph 1393 of the

SAC.

1394. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1394 of the SAC.

Oregon Count LXXXIX: Fraudulent Concealment

1395. For its response to Paragraph 1395 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1396. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 1396 of the SAC.

1397. FCA US denies the allegations contained in Paragraph 1397 of the SAC.

1398. FCA US denies the allegations contained in Paragraph 1398 of the SAC.

1399. FCA US denies the allegations contained in Paragraph 1399 of the SAC.

1400. FCA US denies the allegations contained in Paragraph 1400 of the SAC.

1401. FCA US denies the allegations contained in Paragraph 1401 of the SAC.

1402. FCA US denies the allegations contained in Paragraph 1402 of the SAC.

1403. FCA US denies the allegations contained in Paragraph 1403 of the SAC.

1404. FCA US denies the allegations contained in Paragraph 1404 of the SAC.

1405. FCA US denies the allegations contained in Paragraph 1405 of the SAC.

1406. FCA US denies the allegations contained in Paragraph 1406 of the

SAC.

Oregon Count XC: Express Warranty

1407. For its response to Paragraph 1407 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1408. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1408 of the SAC.

1409. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1409 of the SAC.

1410. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1410 of the SAC.

1411. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1411 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1411 of the SAC.

1412. FCA US denies the allegations contained in Paragraph 1412 of the SAC.

1413. FCA US denies the allegations contained in Paragraph 1413 of the SAC.

1414. FCA US denies the allegations contained in Paragraph 1414 of the SAC.

1415. FCA US denies the allegations contained in Paragraph 1415 of the SAC.

1416. FCA US denies the allegations contained in Paragraph 1416 of the SAC.

1417. FCA US denies the allegations contained in Paragraph 1417 of the SAC.

1418. FCA US denies the allegations contained in Paragraph 1418 of the SAC.

1419. FCA US denies the allegations contained in Paragraph 1419 of the SAC.

1420. FCA US denies the allegations contained in Paragraph 1420 of the SAC.

1421. FCA US denies the allegations contained in Paragraph 1421 of the SAC.

1422. FCA US denies the allegations contained in Paragraph 1422 of the SAC.

Oregon Count XCI: Unjust Enrichment

1423. For its response to Paragraph 1423 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1424. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1424 of the SAC.

1425. FCA US denies the allegations contained in Paragraph 1425 of the SAC.

1426. FCA US denies the allegations contained in Paragraph 1426 of the SAC.

1427. FCA US denies the allegations contained in Paragraph 1427 of the SAC.

1428. FCA US denies the allegations contained in Paragraph 1428 of the SAC.

1429. FCA US denies the allegations contained in Paragraph 1429 of the SAC.

1430. FCA US denies the allegations contained in Paragraph 1430 of the SAC.

1431. FCA US denies the allegations contained in Paragraph 1431 of the

SAC.

**Pennsylvania Count XCII: Unfair Trade Practices
and Consumer Protection Law**

1432. For its response to Paragraph 1432 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1433. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1433 of the SAC.

1434. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1434 of the SAC.

1435. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1435 of the SAC.

1436. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1436 of the SAC.

1437. FCA US denies the allegations contained in Paragraph 1437 of the SAC.

1438. FCA US denies the allegations contained in Paragraph 1438 of the

SAC.

1439. FCA US denies the allegations contained in Paragraph 1439 of the

SAC.

1440. FCA US denies the allegations contained in Paragraph 1440 of the

SAC.

1441. FCA US denies the allegations contained in Paragraph 1441 of the

SAC.

1442. FCA US denies the allegations contained in Paragraph 1442 of the

SAC.

1443. FCA US denies the allegations contained in Paragraph 1443 of the

SAC.

1444. FCA US denies the allegations contained in Paragraph 1444 of the

SAC.

1445. FCA US denies the allegations contained in Paragraph 1445 of the

SAC.

1446. FCA US denies the allegations contained in Paragraph 1446 of the

SAC.

1447. FCA US denies the allegations contained in Paragraph 1447 of the

SAC.

1448. FCA US denies the allegations contained in Paragraph 1448 of the

SAC.

1449. FCA US denies the allegations contained in Paragraph 1449 of the

SAC.

1450. FCA US denies the allegations contained in Paragraph 1450 of the

SAC.

1451. FCA US denies the allegations contained in Paragraph 1451 of the

SAC.

1452. FCA US denies the allegations contained in Paragraph 1452 of the

SAC.

1453. FCA US denies the allegations contained in Paragraph 1453 of the

SAC.

1454. FCA US denies the allegations contained in Paragraph 1454 of the

SAC.

1455. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1455 of the SAC.

Pennsylvania Count XCIII: Fraudulent Concealment

1456. For its response to Paragraph 1456 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1457. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1457 of the SAC.

1458. FCA US denies the allegations contained in Paragraph 1458 of the SAC.

1459. FCA US denies the allegations contained in Paragraph 1459 of the SAC.

1460. FCA US denies the allegations contained in Paragraph 1460 of the SAC.

1461. FCA US denies the allegations contained in Paragraph 1461 of the SAC.

1462. FCA US denies the allegations contained in Paragraph 1462 of the SAC.

1463. FCA US denies the allegations contained in Paragraph 1463 of the SAC.

1464. FCA US denies the allegations contained in Paragraph 1464 of the SAC.

1465. FCA US denies the allegations contained in Paragraph 1465 of the SAC.

1466. FCA US denies the allegations contained in Paragraph 1466 of the

SAC.

1467. FCA US denies the allegations contained in Paragraph 1467 of the

SAC.

Pennsylvania Count XCIV: Express Warranty

1468. For its response to Paragraph 1468 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1469. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1469 of the SAC.

1470. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1470 of the SAC.

1471. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1471 of the SAC.

1472. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1472 of the SAC.

1473. FCA US states that the Warranty Information Booklet for each of the

Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1473 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1473 of the SAC.

1474. FCA US denies the allegations contained in Paragraph 1474 of the SAC.

1475. FCA US denies the allegations contained in Paragraph 1475 of the SAC.

1476. FCA US denies the allegations contained in Paragraph 1476 of the SAC.

1477. FCA US denies the allegations contained in Paragraph 1477 of the SAC.

1478. FCA US denies the allegations contained in Paragraph 1478 of the SAC.

1479. FCA US denies the allegations contained in Paragraph 1479 of the SAC.

1480. FCA US denies the allegations contained in Paragraph 1480 of the SAC.

1481. FCA US denies the allegations contained in Paragraph 1481 of the SAC.

1482. FCA US denies the allegations contained in Paragraph 1482 of the

SAC.

1483. FCA US denies the allegations contained in Paragraph 1483 of the

SAC.

1484. FCA US denies the allegations contained in Paragraph 1484 of the

SAC.

Pennsylvania Count XCV: Implied Warranty of Merchantability

1485. For its response to Paragraph 1485 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1486. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1486 of the SAC.

1487. FCA US denies the allegations contained in Paragraph 1487 of the SAC.

1488. FCA US denies the allegations contained in Paragraph 1488 of the SAC.

1489. FCA US denies the allegations contained in Paragraph 1489 of the SAC.

1490. FCA US denies the allegations contained in Paragraph 1490 of the SAC.

Pennsylvania Count XCVI: Unjust Enrichment

1491. For its response to Paragraph 1491 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1492. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1492 of the SAC.

1493. FCA US denies the allegations contained in Paragraph 1493 of the SAC.

1494. FCA US denies the allegations contained in Paragraph 1494 of the SAC.

1495. FCA US denies the allegations contained in Paragraph 1495 of the SAC.

1496. FCA US denies the allegations contained in Paragraph 1496 of the SAC.

1497. FCA US denies the allegations contained in Paragraph 1497 of the SAC.

1498. FCA US denies the allegations contained in Paragraph 1498 of the SAC.

1499. FCA US denies the allegations contained in Paragraph 1499 of the

SAC.

Texas Count XCVIII: Texas Deceptive Trade Practices Act

1500. For its response to Paragraph 1500 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1501. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1501 of the SAC.

1502. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1502 of the SAC.

1503. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1503 of the SAC.

1504. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1504 of the SAC.

1505. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1505 of the SAC.

1506. FCA US denies the allegations contained in Paragraph 1506 of the SAC.

1507. FCA US denies the allegations contained in Paragraph 1507 of the SAC.

1508. FCA US denies the allegations contained in Paragraph 1508 of the SAC.

1509. FCA US denies the allegations contained in Paragraph 1509 of the SAC.

1510. FCA US denies the allegations contained in Paragraph 1510 of the SAC.

1511. FCA US denies the allegations contained in Paragraph 1511 of the SAC.

1512. FCA US denies the allegations contained in Paragraph 1512 of the SAC.

1513. FCA US denies the allegations contained in Paragraph 1513 of the SAC.

1514. FCA US denies the allegations contained in Paragraph 1514 of the SAC.

1515. FCA US denies the allegations contained in Paragraph 1515 of the SAC.

1516. FCA US denies the allegations contained in Paragraph 1516 of the SAC.

1517. FCA US denies the allegations contained in Paragraph 1517 of the SAC.

1518. FCA US denies the allegations contained in Paragraph 1518 of the SAC.

1519. FCA US denies the allegations contained in Paragraph 1519 of the SAC.

1520. FCA US denies the allegations contained in Paragraph 1520 of the SAC.

1521. FCA US denies the allegations contained in Paragraph 1521 of the SAC.

1522. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1522 of the SAC.

1523. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1523 of the SAC.

Texas Count XCVIII: Fraudulent Concealment

1524. For its response to Paragraph 1524 of the SAC, FCA US realleges and

incorporates by reference its responses to all paragraphs as though fully set forth herein.

1525. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1525 of the SAC.

1526. FCA US denies the allegations contained in Paragraph 1526 of the SAC.

1527. FCA US denies the allegations contained in Paragraph 1527 of the SAC.

1528. FCA US denies the allegations contained in Paragraph 1528 of the SAC.

1529. FCA US denies the allegations contained in Paragraph 1529 of the SAC.

1530. FCA US denies the allegations contained in Paragraph 1530 of the SAC.

1531. FCA US denies the allegations contained in Paragraph 1531 of the SAC.

1532. FCA US denies the allegations contained in Paragraph 1532 of the SAC.

1533. FCA US denies the allegations contained in Paragraph 1533 of the

SAC.

1534. FCA US denies the allegations contained in Paragraph 1534 of the SAC.

Texas Count XCIV: Express Warranty

1535. For its response to Paragraph 1535 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1536. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1536 of the SAC.

1537. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1537 of the SAC.

1538. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1538 of the SAC.

1539. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1539 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1539 of the SAC.

1540. FCA US denies the allegations contained in Paragraph 1540 of the SAC.

1541. FCA US denies the allegations contained in Paragraph 1541 of the SAC.

1542. FCA US denies the allegations contained in Paragraph 1542 of the SAC.

1543. FCA US denies the allegations contained in Paragraph 1543 of the SAC.

1544. FCA US denies the allegations contained in Paragraph 1544 of the SAC.

1545. FCA US denies the allegations contained in Paragraph 1545 of the SAC.

1546. FCA US denies the allegations contained in Paragraph 1546 of the SAC.

1547. FCA US denies the allegations contained in Paragraph 1547 of the SAC.

1548. FCA US denies the allegations contained in Paragraph 1548 of the SAC.

1549. FCA US denies the allegations contained in Paragraph 1549 of the SAC.

1550. FCA US denies the allegations contained in Paragraph 1550 of the SAC.

Texas Count C: Implied Warranty of Merchantability

1551. For its response to Paragraph 1551 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1552. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1552 of the SAC.

1553. FCA US denies the allegations contained in Paragraph 1553 of the SAC.

1554. FCA US denies the allegations contained in Paragraph 1554 of the SAC.

1555. FCA US denies the allegations contained in Paragraph 1555 of the SAC.

1556. FCA US denies the allegations contained in Paragraph 1556 of the SAC.

Texas Count CI: Unjust Enrichment

1557. For its response to Paragraph 1557 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth

herein.

1558. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1558 of the SAC.

1559. FCA US denies the allegations contained in Paragraph 1559 of the SAC.

1560. FCA US denies the allegations contained in Paragraph 1560 of the SAC.

1561. FCA US denies the allegations contained in Paragraph 1561 of the SAC.

1562. FCA US denies the allegations contained in Paragraph 1562 of the SAC.

1563. FCA US denies the allegations contained in Paragraph 1563 of the SAC.

1564. FCA US denies the allegations contained in Paragraph 1564 of the SAC.

1565. FCA US denies the allegations contained in Paragraph 1565 of the SAC.

Utah Count CII: Utah Consumer Sales Practices Act

1566. For its response to Paragraph 1566 of the SAC, FCA US realleges and

incorporates by reference its responses to all paragraphs as though fully set forth herein.

1567. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1567 of the SAC.

1568. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1568 of the SAC.

1569. FCA US denies the allegations contained in Paragraph 1569 of the SAC.

1570. FCA US denies the allegations contained in Paragraph 1570 of the SAC.

1571. FCA US denies the allegations contained in Paragraph 1571 of the SAC.

1572. FCA US denies the allegations contained in Paragraph 1572 of the SAC.

1573. FCA US denies the allegations contained in Paragraph 1573 of the SAC.

1574. FCA US denies the allegations contained in Paragraph 1574 of the SAC.

1575. FCA US denies the allegations contained in Paragraph 1575 of the SAC.

1576. FCA US denies the allegations contained in Paragraph 1576 of the SAC.

1577. FCA US denies the allegations contained in Paragraph 1577 of the SAC.

1578. FCA US denies the allegations contained in Paragraph 1578 of the SAC.

1579. FCA US denies the allegations contained in Paragraph 1579 of the SAC.

1580. FCA US denies the allegations contained in Paragraph 1580 of the SAC.

1581. FCA US denies the allegations contained in Paragraph 1581 of the SAC.

1582. FCA US denies the allegations contained in Paragraph 1582 of the SAC.

1583. FCA US denies the allegations contained in Paragraph 1583 of the SAC.

1584. FCA US denies the allegations contained in Paragraph 1584 of the SAC.

1585. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1585 of the SAC.

Utah Count CIII: Fraudulent Concealment

1586. For its response to Paragraph 1586 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1587. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1587 of the SAC.

1588. FCA US denies the allegations contained in Paragraph 1588 of the SAC.

1589. FCA US denies the allegations contained in Paragraph 1589 of the SAC.

1590. FCA US denies the allegations contained in Paragraph 1590 of the SAC.

1591. FCA US denies the allegations contained in Paragraph 1591 of the SAC.

1592. FCA US denies the allegations contained in Paragraph 1592 of the SAC.

1593. FCA US denies the allegations contained in Paragraph 1593 of the SAC.

1594. FCA US denies the allegations contained in Paragraph 1594 of the SAC.

1595. FCA US denies the allegations contained in Paragraph 1595 of the SAC.

1596. FCA US denies the allegations contained in Paragraph 1596 of the SAC.

Utah Count CIV: Express Warranty

1597. For its response to Paragraph 1597 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1598. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1598 of the SAC.

1599. FCA US denies the allegations contained in Paragraph 1599 of the SAC.

1600. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1600 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies

the allegations contained in Paragraph 1600 of the SAC.

1601. FCA US denies the allegations contained in Paragraph 1601 of the SAC.

1602. FCA US denies the allegations contained in Paragraph 1602 of the SAC.

1603. FCA US denies the allegations contained in Paragraph 1603 of the SAC.

1604. FCA US denies the allegations contained in Paragraph 1604 of the SAC.

1605. FCA US denies the allegations contained in Paragraph 1605 of the SAC.

1606. FCA US denies the allegations contained in Paragraph 1606 of the SAC.

1607. FCA US denies the allegations contained in Paragraph 1607 of the SAC.

1608. FCA US denies the allegations contained in Paragraph 1608 of the SAC.

1609. FCA US denies the allegations contained in Paragraph 1609 of the SAC.

1610. FCA US denies the allegations contained in Paragraph 1610 of the

SAC.

1611. FCA US denies the allegations contained in Paragraph 1611 of the

SAC.

Utah Count CV: Implied Warranty of Merchantability

1612. For its response to Paragraph 1612 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1613. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1613 of the SAC.

1614. FCA US denies the allegations contained in Paragraph 1614 of the SAC.

1615. FCA US denies the allegations contained in Paragraph 1615 of the SAC.

1616. FCA US denies the allegations contained in Paragraph 1616 of the SAC.

1617. FCA US denies the allegations contained in Paragraph 1617 of the SAC.

Utah Count CVI: Unjust Enrichment

1618. For its response to Paragraph 1618 of the SAC, FCA US realleges and

incorporates by reference its responses to all paragraphs as though fully set forth herein.

1619. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1619 of the SAC.

1620. FCA US denies the allegations contained in Paragraph 1620 of the SAC.

1621. FCA US denies the allegations contained in Paragraph 1621 of the SAC.

1622. FCA US denies the allegations contained in Paragraph 1622 of the SAC.

1623. FCA US denies the allegations contained in Paragraph 1623 of the SAC.

1624. FCA US denies the allegations contained in Paragraph 1624 of the SAC.

1625. FCA US denies the allegations contained in Paragraph 1625 of the SAC.

1626. FCA US denies the allegations contained in Paragraph 1626 of the SAC.

Washington Count CVII: Washington Consumer Protection Act

1627. For its response to Paragraph 1627 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1628. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1628 of the SAC.

1629. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1629 of the SAC.

1630. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1630 of the SAC.

1631. FCA US denies the allegations contained in Paragraph 1631 of the SAC.

1632. FCA US denies the allegations contained in Paragraph 1632 of the SAC.

1633. FCA US denies the allegations contained in Paragraph 1633 of the SAC.

1634. FCA US denies the allegations contained in Paragraph 1634 of the SAC.

1635. FCA US denies the allegations contained in Paragraph 1635 of the SAC.

1636. FCA US denies the allegations contained in Paragraph 1636 of the SAC.

1637. FCA US denies the allegations contained in Paragraph 1637 of the SAC.

1638. FCA US denies the allegations contained in Paragraph 1638 of the SAC.

1639. FCA US denies the allegations contained in Paragraph 1639 of the SAC.

1640. FCA US denies the allegations contained in Paragraph 1640 of the SAC.

1641. FCA US denies the allegations contained in Paragraph 1641 of the SAC.

1642. FCA US denies the allegations contained in Paragraph 1642 of the SAC.

1643. FCA US denies the allegations contained in Paragraph 1643 of the SAC.

1644. FCA US denies the allegations contained in Paragraph 1644 of the SAC.

1645. FCA US denies the allegations contained in Paragraph 1645 of the SAC.

1646. FCA US denies the allegations contained in Paragraph 1646 of the SAC.

1647. FCA US denies the allegations contained in Paragraph 1647 of the SAC.

1648. FCA US denies the allegations contained in Paragraph 1648 of the SAC.

1649. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1649 of the SAC.

1650. FCA US denies the allegations contained in Paragraph 1650 of the SAC.

Washington Count CVIII: Fraudulent Concealment

1651. For its response to Paragraph 1651 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1652. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1652 of the SAC.

1653. FCA US denies the allegations contained in Paragraph 1653 of the SAC.

1654. FCA US denies the allegations contained in Paragraph 1654 of the SAC.

1655. FCA US denies the allegations contained in Paragraph 1655 of the SAC.

1656. FCA US denies the allegations contained in Paragraph 1656 of the SAC.

1657. FCA US denies the allegations contained in Paragraph 1657 of the SAC.

1658. FCA US denies the allegations contained in Paragraph 1658 of the SAC.

1659. FCA US denies the allegations contained in Paragraph 1659 of the SAC.

1660. FCA US denies the allegations contained in Paragraph 1660 of the SAC.

1661. FCA US denies the allegations contained in Paragraph 1661 of the SAC.

Washington Count CIX: Express Warranty

1662. For its response to Paragraph 1662 of the SAC, FCA US realleges and

incorporates by reference its responses to all paragraphs as though fully set forth herein.

1663. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1663 of the SAC.

1664. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1664 of the SAC.

1665. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1665 of the SAC.

1666. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1666 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1666 of the SAC.

1667. FCA US denies the allegations contained in Paragraph 1667 of the SAC.

1668. FCA US denies the allegations contained in Paragraph 1668 of the SAC.

1669. FCA US denies the allegations contained in Paragraph 1669 of the

SAC.

1670. FCA US denies the allegations contained in Paragraph 1670 of the

SAC.

1671. FCA US denies the allegations contained in Paragraph 1671 of the

SAC.

1672. FCA US denies the allegations contained in Paragraph 1672 of the

SAC.

1673. FCA US denies the allegations contained in Paragraph 1673 of the

SAC.

1674. FCA US denies the allegations contained in Paragraph 1674 of the

SAC.

1675. FCA US denies the allegations contained in Paragraph 1675 of the

SAC.

1676. FCA US denies the allegations contained in Paragraph 1676 of the

SAC.

1677. FCA US denies the allegations contained in Paragraph 1677 of the

SAC.

Washington Count CX: Implied Warranty of Merchantability

1678. For its response to Paragraph 1678 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth

herein.

1679. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1679 of the SAC.

1680. FCA US denies the allegations contained in Paragraph 1680 of the SAC.

1681. FCA US denies the allegations contained in Paragraph 1681 of the SAC.

1682. FCA US denies the allegations contained in Paragraph 1682 of the SAC.

1683. FCA US denies the allegations contained in Paragraph 1683 of the SAC.

Washington Count CXI: Unjust Enrichment

1684. For its response to Paragraph 1684 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1685. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1685 of the SAC.

1686. FCA US denies the allegations contained in Paragraph 1686 of the

SAC.

1687. FCA US denies the allegations contained in Paragraph 1687 of the

SAC.

1688. FCA US denies the allegations contained in Paragraph 1688 of the

SAC.

1689. FCA US denies the allegations contained in Paragraph 1689 of the

SAC.

1690. FCA US denies the allegations contained in Paragraph 1690 of the

SAC.

1691. FCA US denies the allegations contained in Paragraph 1691 of the

SAC.

1692. FCA US denies the allegations contained in Paragraph 1692 of the

SAC.

Wisconsin Count CXII: Wisconsin Deceptive Trade Practices Act

1693. For its response to Paragraph 1693 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1694. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1694 of the SAC.

1695. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1695 of the SAC.

1696. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1696 of the SAC.

1697. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1697 of the SAC.

1698. FCA US denies the allegations contained in Paragraph 1698 of the SAC.

1699. FCA US denies the allegations contained in Paragraph 1699 of the SAC.

1700. FCA US denies the allegations contained in Paragraph 1700 of the SAC.

1701. FCA US denies the allegations contained in Paragraph 1701 of the SAC.

1702. FCA US denies the allegations contained in Paragraph 1702 of the SAC.

1703. FCA US denies the allegations contained in Paragraph 1703 of the

SAC.

1704. FCA US denies the allegations contained in Paragraph 1704 of the

SAC.

1705. FCA US denies the allegations contained in Paragraph 1705 of the

SAC.

1706. FCA US denies the allegations contained in Paragraph 1706 of the

SAC.

1707. FCA US denies the allegations contained in Paragraph 1707 of the

SAC.

1708. FCA US denies the allegations contained in Paragraph 1708 of the

SAC.

1709. FCA US denies the allegations contained in Paragraph 1709 of the

SAC.

1710. FCA US denies the allegations contained in Paragraph 1710 of the

SAC.

1711. FCA US denies the allegations contained in Paragraph 1711 of the

SAC.

1712. FCA US denies the allegations contained in Paragraph 1712 of the

SAC.

1713. FCA US denies the allegations contained in Paragraph 1713 of the

SAC.

1714. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1714 of the SAC.

1715. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1715 of the SAC.

Wisconsin Count CVIII: Fraud by Concealment

1716. For its response to Paragraph 1716 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1717. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1717 of the SAC.

1718. FCA US denies the allegations contained in Paragraph 1718 of the SAC.

1719. FCA US denies the allegations contained in Paragraph 1719 of the SAC.

1720. FCA US denies the allegations contained in Paragraph 1720 of the SAC.

1721. FCA US denies the allegations contained in Paragraph 1721 of the SAC.

1722. FCA US denies the allegations contained in Paragraph 1722 of the SAC.

1723. FCA US denies the allegations contained in Paragraph 1723 of the SAC.

1724. FCA US denies the allegations contained in Paragraph 1724 of the SAC.

1725. FCA US denies the allegations contained in Paragraph 1725 of the SAC.

1726. FCA US denies the allegations contained in Paragraph 1726 of the SAC.

Wisconsin Count CXIV: Express Warranty

1727. For its response to Paragraph 1727 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1728. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1728 of the SAC.

1729. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 1729 of the SAC.

1730. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1730 of the SAC.

1731. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1731 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1731 of the SAC.

1732. FCA US denies the allegations contained in Paragraph 1732 of the SAC.

1733. FCA US denies the allegations contained in Paragraph 1733 of the SAC.

1734. FCA US denies the allegations contained in Paragraph 1734 of the SAC.

1735. FCA US denies the allegations contained in Paragraph 1735 of the SAC.

1736. FCA US denies the allegations contained in Paragraph 1736 of the SAC.

1737. FCA US denies the allegations contained in Paragraph 1737 of the

SAC.

1738. FCA US denies the allegations contained in Paragraph 1738 of the

SAC.

1739. FCA US denies the allegations contained in Paragraph 1739 of the

SAC.

1740. FCA US denies the allegations contained in Paragraph 1740 of the

SAC.

1741. FCA US denies the allegations contained in Paragraph 1741 of the

SAC.

1742. FCA US denies the allegations contained in Paragraph 1742 of the

SAC.

Wisconsin Count CXV: Unjust Enrichment

1743. For its response to Paragraph 1743 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1744. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1744 of the SAC.

1745. FCA US denies the allegations contained in Paragraph 1745 of the SAC.

1746. FCA US denies the allegations contained in Paragraph 1746 of the SAC.

1747. FCA US denies the allegations contained in Paragraph 1747 of the SAC.

1748. FCA US denies the allegations contained in Paragraph 1748 of the SAC.

1749. FCA US denies the allegations contained in Paragraph 1749 of the SAC.

1750. FCA US denies the allegations contained in Paragraph 1750 of the SAC.

1751. FCA US denies the allegations contained in Paragraph 1751 of the SAC.

Wyoming Count CXVI: Wyoming Consumer Protection Act

1752. For its response to Paragraph 1752 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1753. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1753 of the SAC.

1754. FCA US admits the existence of the referenced statute. Except as

expressly admitted herein, FCA US denies the allegations contained in Paragraph 1754 of the SAC.

1755. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1755 of the SAC.

1756. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1756 of the SAC.

1757. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1757 of the SAC.

1758. FCA US denies the allegations contained in Paragraph 1758 of the SAC.

1759. FCA US denies the allegations contained in Paragraph 1759 of the SAC.

1760. FCA US denies the allegations contained in Paragraph 1760 of the SAC.

1761. FCA US denies the allegations contained in Paragraph 1761 of the SAC.

1762. FCA US denies the allegations contained in Paragraph 1762 of the

SAC.

1763. FCA US denies the allegations contained in Paragraph 1763 of the

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1764. FCA US denies the allegations contained in Paragraph 1764 of the

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1765. FCA US denies the allegations contained in Paragraph 1765 of the

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1766. FCA US denies the allegations contained in Paragraph 1766 of the

SAC.

1767. FCA US denies the allegations contained in Paragraph 1767 of the

SAC.

1768. FCA US denies the allegations contained in Paragraph 1768 of the

SAC.

1769. FCA US denies the allegations contained in Paragraph 1769 of the

SAC.

1770. FCA US denies the allegations contained in Paragraph 1770 of the

SAC.

1771. FCA US denies the allegations contained in Paragraph 1771 of the

SAC.

1772. FCA US denies the allegations contained in Paragraph 1772 of the

SAC.

1773. FCA US denies the allegations contained in Paragraph 1773 of the SAC.

1774. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1774 of the SAC.

1775. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1775 of the SAC.

Wyoming Count CXVII: Fraudulent Concealment

1776. For its response to Paragraph 1776 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1777. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1777 of the SAC.

1778. FCA US denies the allegations contained in Paragraph 1778 of the SAC.

1779. FCA US denies the allegations contained in Paragraph 1779 of the SAC.

1780. FCA US denies the allegations contained in Paragraph 1780 of the SAC.

1781. FCA US denies the allegations contained in Paragraph 1781 of the SAC.

1782. FCA US denies the allegations contained in Paragraph 1782 of the SAC.

1783. FCA US denies the allegations contained in Paragraph 1783 of the SAC.

1784. FCA US denies the allegations contained in Paragraph 1784 of the SAC.

1785. FCA US denies the allegations contained in Paragraph 1785 of the SAC.

1786. FCA US denies the allegations contained in Paragraph 1786 of the SAC.

Wyoming Count CXVIII: Express Warranty

1787. For its response to Paragraph 1787 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1788. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the

allegations contained in Paragraph 1788 of the SAC.

1789. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1789 of the SAC.

1790. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1790 of the SAC.

1791. FCA US admits the existence of the referenced statute. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1791 of the SAC.

1792. FCA US states that the Warranty Information Booklet for each of the Subject Vehicles speaks for itself, and denies all allegations in Paragraph 1792 that are inconsistent therewith. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1792 of the SAC.

1793. FCA US denies the allegations contained in Paragraph 1793 of the SAC.

1794. FCA US denies the allegations contained in Paragraph 1794 of the SAC.

1795. FCA US denies the allegations contained in Paragraph 1795 of the SAC.

1796. FCA US denies the allegations contained in Paragraph 1796 of the SAC.

1797. FCA US denies the allegations contained in Paragraph 1797 of the SAC.

1798. FCA US denies the allegations contained in Paragraph 1798 of the SAC.

1799. FCA US denies the allegations contained in Paragraph 1799 of the SAC.

1800. FCA US denies the allegations contained in Paragraph 1800 of the SAC.

1801. FCA US denies the allegations contained in Paragraph 1801 of the SAC.

1802. FCA US denies the allegations contained in Paragraph 1802 of the SAC.

1803. FCA US denies the allegations contained in Paragraph 1803 of the SAC.

Wyoming Count CXIX: Implied Warranty of Merchantability

1804. For its response to Paragraph 1804 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1805. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1805 of the SAC.

1806. FCA US denies the allegations contained in Paragraph 1806 of the SAC.

1807. FCA US denies the allegations contained in Paragraph 1807 of the SAC.

1808. FCA US denies the allegations contained in Paragraph 1808 of the SAC.

1809. FCA US denies the allegations contained in Paragraph 1809 of the SAC.

Wyoming Count CXX: Unjust Enrichment

1810. For its response to Paragraph 1810 of the SAC, FCA US realleges and incorporates by reference its responses to all paragraphs as though fully set forth herein.

1811. FCA US admits that Plaintiffs purport to assert this cause of action on behalf of a class. Except as expressly admitted herein, FCA US denies the allegations contained in Paragraph 1811 of the SAC.

1812. FCA US denies the allegations contained in Paragraph 1812 of the SAC.

1813. FCA US denies the allegations contained in Paragraph 1813 of the SAC.

1814. FCA US denies the allegations contained in Paragraph 1814 of the SAC.

1815. FCA US denies the allegations contained in Paragraph 1815 of the SAC.

1816. FCA US denies the allegations contained in Paragraph 1816 of the SAC.

1817. FCA US denies the allegations contained in Paragraph 1817 of the SAC.

1818. FCA US denies the allegations contained in Paragraph 1818 of the SAC.

Answer to Plaintiffs’ “Request for Relief” Section

FCA US admits that Plaintiffs and the putative class members have requested that this Court grant them certain relief, but denies that they are entitled to any of the relief that they seek. FCA US further denies all other allegations contained in the “Request for Relief” section of the SAC.

Answer to “Demand for Jury Trial” Section

FCA US admits that Plaintiffs have demanded a trial by jury, but denies that there are any triable issues in this action.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The SAC fails to state a claim upon which relief can be granted for the reasons set forth in FCA US's motions to dismiss, which are incorporated herein by reference.

SECOND AFFIRMATIVE DEFENSE

The alleged defects do not substantially impair the use, value, or safety of the vehicles. Upon information and belief, Plaintiffs and putative class members have not stopped using their vehicles and continue to use their vehicles without incident.

THIRD AFFIRMATIVE DEFENSE

FCA US is entitled to a set off for Plaintiffs' and the putative class members' use of their vehicles, depreciation, and/or proceeds received in a sale of a vehicle.

FOURTH AFFIRMATIVE DEFENSE

Upon information and belief, Plaintiffs and/or certain putative class members failed to mitigate their damages by failing to present their vehicles in a timely fashion to an authorized dealer for repair of the purported defect and/or for selling their vehicles for less than they were worth.

FIFTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred, in whole or in part, by the doctrines of contributory negligence and/or comparative fault. Upon information and belief, certain putative class members have misused, abused, altered, and/or substantially modified their vehicles.

SIXTH AFFIRMATIVE DEFENSE

To the extent that Plaintiffs and/or putative class members have suffered or will suffer any injury or damage, the acts or omissions of individuals or entities other than FCA US constitute intervening, superseding acts destroying causation.

SEVENTH AFFIRMATIVE DEFENSE

To the extent any purported defect exists in the vehicles at issue, certain putative class members purchased their vehicles with full knowledge of such defect. Upon information and belief, Plaintiffs and/or certain putative class members were fully aware that complaints had been made regarding the monostable shifter at the time of their purchase, and/or purchased their vehicle after the investigation conducted by the National Highway Safety Administration had been publically announced.

EIGHTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred, in whole or in part, because they spoliated evidence. Upon information and belief,

Plaintiffs and/or certain putative class members have lost, destroyed, covered over, misplaced, altered, modified, failed to preserve or otherwise made it impossible for FCA US to gain access to relevant and material evidence. This includes Plaintiffs' and/or putative class members' vehicles in their purported defective condition; parts, components, or equipment of the vehicles owned by Plaintiffs and/or putative class members in their purported defective condition; and documentation regarding the purported defect and repairs and attempted repairs of such purported defects.

NINTH AFFIRMATIVE DEFENSE

The vehicles sold or leased to Plaintiffs and/or persons alleged to be members of the purported class met the state of the art at the relevant time.

TENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members may be barred, in whole or in part, because they have made statements or taken actions that estop or preclude them from asserting their claims or constitute waiver of their claims. Upon information and belief, Plaintiffs continued to drive their vehicles after they became (or should have become aware) of the purported defects and the same is true of some or all of the putative class members. Upon information and belief, certain putative class members also declined or failed to receive recommended repairs for the purported defects in their vehicles.

ELEVENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members may be barred, in whole or in part, because of the res judicata or collateral estoppel effect of prior judgments.

TWELFTH AFFIRMATIVE DEFENSE

The SAC may not be properly maintained or certified as a class action because Defendant FCA US's rights under the Fifth, Seventh, and Fourteenth Amendments of the United States Constitution would be violated, as well as the comparable provisions of applicable state constitutions.

THIRTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or putative class members are barred, in whole or in part, by the doctrine of accord and satisfaction or settlement and release. Upon information and belief, Plaintiffs and/or putative class members have received a cost-free repair of the alleged defect, were offered to be reimbursed and/or were reimbursed for repairs of the alleged defect, or otherwise voluntarily and knowingly resolved any claim that they may have had against FCA US.

FOURTEENTH AFFIRMATIVE DEFENSE

The National Highway Traffic Safety Administration has primary jurisdiction over motor vehicle safety defects, and thus this case should be dismissed or stayed until such time as it has investigated the alleged existence of a

safety defect in the vehicles that are the subject of Plaintiffs' claims.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' and the putative class members' claims are barred by principles of preemption, and as an impermissible collateral attack on the findings of the National Highway Traffic Safety Administration that the vehicles are safe for use and that the recall remedy was effective.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' and the putative class members' claims are barred by the failure to experience a manifestation of any defect within the warranty period.

SEVENTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and some putative class members are barred due to their failure to give pre-suit notice as required by consumer fraud and warranty statutes in the various states.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs and putative class members lack standing because they have suffered no injury-in-fact traceable to any alleged wrongful conduct of FCA US.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs lack standing to prosecute claims on behalf of putative class members who purchased or leased vehicle models or model-years that Plaintiffs did not purchase or lease.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs lack standing to prosecute claims under the laws of any state other than where they reside and/or where they purchased their vehicles.

TWENTY-FIRST AFFIRMATIVE DEFENSE

To the extent punitive damages are sought in the SAC, such a claim is barred and/or limited by the Due Process Clause of the United States Constitution, the excessive fines clause of the Eighth Amendment, the Commerce Clause, and by applicable state law.

TWENTY-SECOND AFFIRMATIVE DEFENSE

The claims of certain Plaintiffs and the putative class are barred by the statutes of limitations in the states in which they purchased their vehicle and/or reside.

TWENTY-THIRD AFFIRMATIVE DEFENSE

The claims pleaded are barred due to a lack of privity and/or the lack of any relationship between FCA US and Plaintiffs and/or putative class members.

WHEREFORE, having fully answered, Defendant FCA US LLC respectfully requests that the Court dismiss the Second Amended Consolidated Master Complaint with prejudice, enter judgment in its favor with an award of costs, and grant it such other and further relief as may be just and appropriate.

JURY DEMAND

FCA US LLC hereby demands a trial by jury on all claims set forth in Plaintiffs' Second Amended Consolidated Master Class Action Complaint.

Respectfully submitted,

**MILLER, CANFIELD, PADDOCK
AND STONE, P.L.C.**

s/ Larry J. Saylor

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Attorneys for Defendant FCA US LLC

Dated: December 29, 2017.

CERTIFICATE OF SERVICE

I hereby certify that on December 29, 2017, I electronically filed the foregoing document with the Clerk of the Court using the ECF system that will send notification of such filing to all attorneys of record.

s/ Larry J. Saylor _____