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MAZDA MOTOR OF AMERICA, INC. d/b/a
MAZDA NORTH AMERICAN OPERATIONS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

Gary Guthrie, Stephanie Crain, Chad
Hinton, and Julio Zelaya, Anna Gilinets,
Marcy Knysz, Lester Woo, and Amy
Bradshaw, *on behalf of themselves and
all others similarly situated,*

Plaintiffs,

v.

Mazda Motor of America, Inc.,

Defendant.

Case No.: 8:22-cv-01055-DOC-DFM

Hon. David O. Carter

**DEFENDANT MAZDA MOTOR
OF AMERICA, INC. D/B/A
MAZDA NORTH AMERICAN
OPERATIONS' ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' THIRD AMENDED
CLASS ACTION COMPLAINT**

Complaint Filed: April 19, 2022
FAC Filed: July 18, 2022
SAC Filed: October 31, 2022
TAC Filed: November 21, 2023

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1 Defendant Mazda Motor of America, Inc. d/b/a Mazda North American
2 Operations (“MNAO” or “Defendant”), through its undersigned attorneys, hereby
3 files this Answer and Affirmative Defenses to Plaintiffs Gary Guthrie, Stephanie
4 Crain, Chad Hinton, Julio Zelaya, Anna Gilinets, Marcy Knysz, Lester Woo, and
5 Amy Bradshaw’s (“Plaintiffs”) Third Amended Class Action Complaint (“TAC”)
6 and state as follows:
7

8
9 **PREFATORY STATEMENT**

10 MNAO is the authorized distributor of Mazda motor vehicles in certain
11 geographic areas of the continental United States. MNAO does not design,
12 developmentally test, manufacture, or assemble Mazda motor vehicles in the
13 ordinary course of its business and MNAO was not responsible for the design,
14 manufacture, assembly, or developmental testing of the U.S. bound 2021-2022
15 Mazda CX-30, 2021 CX-5, 2021 CX-9, 2021-2022 Mazda3, or 2021 Mazda6
16 vehicles (the “Subject Vehicles”) at issue in this action.
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20 Each of the paragraphs below correspond to the same-numbered paragraphs
21 in the TAC.¹ MNAO denies all allegations in the TAC, whether express or implied,
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23

24 ¹ MNAO sets forth the unnumbered headings contained in the TAC, where
25 applicable, strictly for organizational and clarity purposes; MNAO does not admit
26 their accuracy, and they should not be taken as an admission for any purposes. Nor
27 does MNAO respond to any assertions or claims made in the unnumbered headings
28 contained in the TAC. This includes the unnumbered sub-headings organized by
alphabet lettering in the TAC. MNAO did not include these unnumbered sub-
headings in its Answer and its exclusion of these sub-headings should not be taken
as an admission as they are not allegations, and MNAO does not admit their
accuracy. To the extent that a response is required, MNAO denies any and all
allegations in those headings and/or unnumbered paragraphs in the TAC.

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1 that are not specifically admitted below. MNAO reserves its rights to deny that
2 Plaintiffs’ claims as alleged in the TAC are appropriate for treatment as a class action
3 and further reserves its rights to deny that Plaintiffs have met the requirements
4 necessary for litigation (as opposed to settlement) class certification.² MNAO
5 reserves the right to raise additional defenses as appropriate should the need arise.
6
7 Given MNAO consented to the filing of the TAC, the pending Motion to Dismiss
8 the Second Amended Complaint (ECF No. 46) is now moot.
9

10 **INTRODUCTION**

11
12 1. Paragraph 1 contains allegations regarding Plaintiffs’ class definitions
13 and does not require a response from MNAO. To the extent an answer is required,
14 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
15 can be certified as alleged in the TAC for litigation purposes (as opposed to
16 settlement purposes). MNAO further denies that it designed, manufactured, or
17 directly sold the Subject Vehicles to consumers. MNAO admits only that Plaintiffs
18 brought a putative class action lawsuit against MNAO concerning various Mazda
19 brand vehicles and seek to represent a class of persons in the United States who
20 purchased the Subject Vehicles. MNAO denies any and all other allegations in this
21 Paragraph.
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26 ² To the extent each response to separate paragraphs throughout this Answer do not
27 explicitly state this distinction each time, MNAO hereby incorporates by reference
28 its position as stated here—that is, MNAO disputes that this case is certifiable for
litigation purposes but in light of impending classwide settlement, MNAO does not
deny that the Court has the authority and discretion to certify a class in this matter
for settlement purposes.

1 2. MNAO denies Plaintiffs’ characterization of the Subject Vehicles
2 and/or their components and functionalities, that there is or was any “defect,” and
3 that Plaintiffs have any basis for an actionable claim. MNAO admits only that it
4 distributes Mazda vehicles to independent, authorized Mazda dealers located in the
5 United States and as the warrantor of limited express warranties, provides warranty-
6 related services in the United States. MNAO denies the remaining allegations in this
7 paragraph.
8

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10 3. Paragraph 3 contains allegations regarding Plaintiffs’ class definitions
11 and does not require a response from MNAO. To the extent an answer is required,
12 MNAO denies that Plaintiffs have properly defined a class, or that a proposed
13 litigation class can be certified as alleged in the TAC. MNAO further denies
14 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
15 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
16 for an actionable claim. Defendant further refers the Court to the true and correct
17 copy of MNAO’s October 4, 2021 Technical Service Bulletin (“TSB”) incorporated
18 by reference in the TAC and which is publicly available. The October 4, 2021 TSB
19 speaks for itself. MNAO denies all remaining allegations in this paragraph.
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23
24 4. Paragraph 3 contains allegations regarding Plaintiffs’ class definitions
25 and does not require a response from MNAO. To the extent an answer is required,
26 MNAO denies these allegations and that Plaintiffs have properly defined a class, or
27 that a proposed class can be certified as alleged in the TAC. MNAO further denies
28

1 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
2 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
3 for an actionable claim. The quoted language of the bulletin referenced in this
4 paragraph speaks for itself. MNAO denies all remaining allegations in this
5 paragraph.
6

7
8 5. MNAO denies Plaintiffs’ characterization of the offered repair and its
9 effectiveness. Paragraph 5 further calls for expert opinion to which MNAO need not
10 respond. To the extent this allegation is deemed to require a response, MNAO denies
11 this allegation. As to the remaining allegations in the paragraph, MNAO is without
12 knowledge or information sufficient to form a belief as to the truth of these
13 allegations and therefore denies them in their entirety.
14
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16 6. The allegations in this paragraph state a legal conclusion to which no
17 response is required. To the extent the allegations require a response, MNAO denies
18 the allegations contained in this paragraph. Paragraph 6 also contains allegations
19 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
20 To the extent an answer is required, MNAO denies these allegations and that
21 Plaintiffs have properly defined a class, or that a proposed class can be certified as
22 alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject
23 Vehicles and/or their components and functionalities, that there is or was any
24 “defect,” and that Plaintiffs have any basis for an actionable claim.
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7. Paragraph 7 calls for expert opinion to which MNAO need not respond. The allegations in this paragraph also state a legal conclusion to which no response is required. To the extent the allegations require a response, MNAO denies the allegations contained in this paragraph. Paragraph 7 also contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies these allegations and that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim.

8. Paragraph 8 calls for expert opinion to which MNAO need not respond. The allegations in this paragraph also state a legal conclusion to which no response is required. To the extent the allegations require a response, MNAO denies the allegations contained in this paragraph. Further, this paragraph contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies these allegations and that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC.

9. The allegations in this paragraph state a legal conclusion to which no response is required. To the extent the allegations require a response, MNAO denies the allegations contained in this paragraph.

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10. The allegations in this paragraph state a legal conclusion to which no response is required. To the extent the allegations require a response, MNAO denies the allegations contained in this paragraph.

11. The allegations in this paragraph state a legal conclusion to which no response is required. To the extent the allegations require a response, MNAO denies the allegations contained in this paragraph.

12. The allegations in this paragraph state a legal conclusion to which no response is required. To the extent the allegations require a response, MNAO denies the allegations contained in this paragraph. MNAO admits that Plaintiffs purport to seek the relief described in Paragraph 12 but denies that Plaintiffs have any basis for an actionable claim or that they are entitled to any relief pursuant to this claim. This paragraph also contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies these allegations and that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC.

PARTIES

13. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

14. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

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15. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

16. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

17. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

18. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

19. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

20. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

21. MNAO admits that it is a corporation organized and existing under the laws of the State of California with its principal place of business located at 200 Spectrum Center Drive, Irvine, California, 92618.

22. MNAO admits that it distributes Mazda vehicles to independent, authorized dealers located in the United States and, as the warrantor of limited express warranties, provides warranty-related services in the United States. MNAO admits that certain documents and materials were included with the Subject Vehicles at the time of sale including an owner’s manual, warranty booklets, and maintenance guide. These documents and materials speak for themselves. MNAO further admits

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1 that its warranty department receives and analyzes warranty claims submitted by
2 dealerships and certain information from dealers when repairs are made. The
3 remaining allegations in this paragraph state legal conclusions to which no response
4 is required, so MNAO denies the remaining allegations in Paragraph 22.
5

6 23. MNAO admits it develops marketing materials and certain documents
7 and information to include with the Subject Vehicles at the time of sale, including
8 owner’s manual, warranty booklets, and maintenance guide. MNAO is without
9 knowledge or information sufficient to form a belief as to the truth of the allegations
10 in this paragraph as to what, if any, materials Plaintiffs were purportedly exposed to,
11 and therefore denies this allegation. This paragraph contains allegations regarding
12 Plaintiffs’ class definitions and does not require a response from MNAO. To the
13 extent an answer is required, MNAO denies that Plaintiffs have properly defined a
14 class, or that a proposed class can be certified as alleged in the TAC. MNAO further
15 denies Plaintiffs’ characterization of the Subject Vehicles and/or their components
16 and functionalities, that there is or was any “defect,” and that Plaintiffs have any
17 basis for an actionable claim. As to the remaining allegations, MNAO denies these
18 allegations.
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24 **JURISDICTION AND VENUE**

25 24. Paragraph 24 sets forth a legal conclusion to which no response is
26 required. To the extent that a response is required, MNAO admits that it is
27 headquartered in Irvine, California and conducts business in California.
28

1 **FACTUAL ALLEGATIONS APPLICABLE TO INDIVIDUAL PLAINTIFFS**

2 **I. Gary Guthrie**

3
4 25. MNAO admits that Foothills Mazda is an authorized Mazda dealership
5 located in Spokane, Washington. MNAO is without knowledge or information
6 sufficient to form a belief as to the truth of the remaining allegations in this
7 paragraph, and therefore denies them.
8

9 26. MNAO is without knowledge or information sufficient to form a belief
10 as to the truth of the allegations in this paragraph and therefore denies them. MNAO
11 further refers the Court to the true and correct copy of MNAO’s New Vehicle
12 Limited Warranty (“NVLW”) incorporated by reference in the TAC and is publicly
13 available. The NVLW speaks for itself.
14
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16 27. MNAO is without knowledge or information sufficient to form a belief
17 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
18 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
19 components and functionalities, that there is or was any “defect,” and that Plaintiffs
20 have any basis for an actionable claim.
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22 28. MNAO is without knowledge or information sufficient to form a belief
23 as to the truth of the allegations in this paragraph, and therefore denies them.
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25 29. MNAO is without knowledge or information sufficient to form a belief
26 as to the truth of the allegations in this paragraph, and therefore denies them.
27 Defendant further refers the Court to the true and correct copy of TSB No. 01-012/21
28

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1 incorporated by reference in the TAC and is publicly available. TSB No. 01-012/21
2 speaks for itself. MNAO is without knowledge or information sufficient to form a
3 belief as to the truth of the remaining allegations in this paragraph, and therefore
4 denies them.
5

6 30. MNAO is without knowledge or information sufficient to form a belief
7 as to the truth of the remaining allegations in this paragraph, and therefore denies
8 them. MNAO also cannot confirm at this time whether the purported photograph of
9 Plaintiff's Vehicle dashboard is indeed a true and correct copy of Plaintiff's
10 dashboard. True and correct copies of photographs of Plaintiff's dashboard, which
11 are presumably within Plaintiff's possession, speak for themselves.
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14 31. MNAO is without knowledge or information sufficient to form a belief
15 as to the truth of the allegations in this paragraph, and therefore denies them.
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17 32. MNAO is without knowledge or information sufficient to form a belief
18 as to the truth of the allegations in this paragraph, and therefore denies them.
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20 33. MNAO is without knowledge or information sufficient to form a belief
21 as to the truth of the allegations in this paragraph, and therefore denies them.
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23 34. MNAO is without knowledge or information sufficient to form a belief
24 as to the truth of the allegations in this paragraph, and therefore denies them.
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26 35. MNAO is without knowledge or information sufficient to form a belief
27 as to the truth of the allegations in this paragraph, and therefore denies them.
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Defendant further refers the Court to the true and correct copy of TSB No. 01-012/21

1 incorporated by reference in the TAC and is publicly available. TSB No. 01-012/21
2 speaks for itself.

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4 36. MNAO is without knowledge or information sufficient to form a belief
5 as to the truth of the allegations in this paragraph, and therefore denies them.

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7 37. MNAO is without knowledge or information sufficient to form a belief
8 as to the truth of the allegations in this paragraph, and therefore denies them.

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10 38. MNAO is without knowledge or information sufficient to form a belief
11 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
12 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
13 components and functionalities, that there is or was any “defect,” and that Plaintiffs
14 have any basis for an actionable claim.

15
16 39. MNAO admits that Plaintiffs’ counsel sent a letter dated April 1, 2022
17 addressed to Mazda Motor of America, Inc. concerning his vehicle. MNAO denies
18 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
19 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
20 for an actionable claim.

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22 40. MNAO is without knowledge or information sufficient to form a belief
23 as to the truth of the allegations in this paragraph, and therefore denies them.

24
25 41. Paragraph 41 sets forth a legal conclusion to which no response is
26 required. To the extent the allegations require a response, MNAO is without
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1 knowledge or information sufficient to form a belief as to the truth of the allegations
2 in this paragraph, and therefore denies them.

3
4 **II. Stephanie Crain**

5 42. MNAO admits that Sandy Sansing Mazda is an authorized Mazda
6 dealership located in Pensacola, Florida. MNAO is without knowledge or
7 information sufficient to form a belief as to the truth of the remaining allegations in
8 this paragraph, and therefore denies them.

9
10 43. MNAO is without knowledge or information sufficient to form a belief
11 as to the truth of any and all other allegations in this paragraph and therefore denies
12 them. Defendant further refers the Court to the true and correct copy of MNAO's
13 New Vehicle Limited Warranty incorporated by reference in the TAC and is publicly
14 available. The NVLW speaks for itself.

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17 44. MNAO is without knowledge or information sufficient to form a belief
18 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
19 further denies Plaintiffs' characterization of the Subject Vehicles and/or their
20 components and functionalities, that there is or was any "defect," and that Plaintiffs
21 have any basis for an actionable claim.

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24 45. MNAO is without knowledge or information sufficient to form a belief
25 as to the truth of the allegations in this paragraph, and therefore denies them.

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27 46. MNAO is without knowledge or information sufficient to form a belief
28 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO

1 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
2 components and functionalities, that there is or was any “defect,” and that Plaintiffs
3 have any basis for an actionable claim.
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5 47. MNAO is without knowledge or information sufficient to form a belief
6 as to the truth of the allegations in this paragraph, and therefore denies them.
7

8 48. MNAO admits Plaintiffs’ counsel sent a letter dated June 8, 2022 to
9 MNAO regarding Plaintiff’s vehicle. MNAO denies Plaintiffs’ characterization of
10 the Subject Vehicles and/or their components and functionalities, that there is or was
11 any “defect,” and that Plaintiffs have any basis for an actionable claim.
12

13 49. MNAO is without knowledge or information sufficient to form a belief
14 as to the truth of the allegations in this paragraph, and therefore denies them.
15

16 50. Paragraph 50 sets forth a legal conclusion to which no response is
17 required. To the extent the allegations require a response, MNAO is without
18 knowledge or information sufficient to form a belief as to the truth of the allegations
19 in this paragraph, and therefore denies them.
20

21 **III. Chad Hinton**
22

23 51. MNAO admits that Wyatt-Johnson Mazda is an authorized Mazda
24 dealership located in Clarksville, Tennessee. MNAO is without knowledge or
25 information sufficient to form a belief as to the truth of the remaining allegations in
26 this paragraph, and therefore denies them.
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1 52. MNAO is without knowledge or information sufficient to form a belief
2 as to the truth of any and all other allegations in this paragraph and therefore denies
3 them. Defendant further refers the Court to the true and correct copy of MNAO’s
4 New Vehicle Limited Warranty incorporated by reference in the TAC and is publicly
5 available. The NVLW speaks for itself.
6
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8 53. MNAO is without knowledge or information sufficient to form a belief
9 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
10 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
11 components and functionalities, that there is or was any “defect,” and that Plaintiffs
12 have any basis for an actionable claim.
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14 54. MNAO is without knowledge or information sufficient to form a belief
15 as to the truth of the allegations in this paragraph, and therefore denies them.
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17 55. MNAO is without knowledge or information sufficient to form a belief
18 as to the truth of the allegations in this paragraph, and therefore denies them.
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20 56. MNAO is without knowledge or information sufficient to form a belief
21 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
22 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
23 components and functionalities, that there is or was any “defect,” and that Plaintiffs
24 have any basis for an actionable claim.
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26 57. MNAO is without knowledge or information sufficient to form a belief
27 as to the truth of the allegations in this paragraph, and therefore denies them.
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58. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

59. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

60. MNAO admits Plaintiffs’ counsel sent a letter dated June 22, 2022 to MNAO regarding Plaintiff’s vehicle. MNAO denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim.

61. MNAO admits that Plaintiffs’ counsel sent a letter dated June 22, 2022 to MNAO regarding Plaintiff’s vehicle. MNAO admits that Plaintiff Hinton’s vehicle underwent certain repairs at a local dealer. MNAO defers to the repair documentation for Plaintiff Hinton’s vehicle concerning any repairs attempted or completed on his vehicle. MNAO denies the remaining allegations in this paragraph.

62. Defendant refers the Court to the true and correct copy of the repair order incorporated by reference in the TAC and is available through discovery. The repair order speaks for itself. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

63. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

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64. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

65. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

66. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

67. To the extent the allegations in this paragraph set forth legal conclusions, no response is required. To the extent the allegations require a response, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

IV. Julio Zelaya

68. MNAO admits that Ocean Mazda is an authorized Mazda dealership located in Doral, Florida. MNAO is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and therefore denies them.

69. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and therefore denies them. Defendant further refers the Court to the true and correct copy of MNAO’s New Vehicle Limited Warranty incorporated by reference in the TAC and is publicly available. The NVLW speaks for itself.

1 70. MNAO is without knowledge or information sufficient to form a belief
2 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
3 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
4 components and functionalities, that there is or was any “defect,” and that Plaintiffs
5 have any basis for an actionable claim.
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8 71. MNAO is without knowledge or information sufficient to form a belief
9 as to the truth of the allegations in this paragraph, and therefore denies them.
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11 72. MNAO is without knowledge or information sufficient to form a belief
12 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
13 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
14 components and functionalities, that there is or was any “defect,” and that Plaintiffs
15 have any basis for an actionable claim.
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17 73. MNAO is without knowledge or information sufficient to form a
18 belief as to the truth of the allegations in this paragraph, and therefore denies them.
19 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
20 their components and functionalities, that there is or was any “defect,” and that
21 Plaintiffs have any basis for an actionable claim.
22

23 74. MNAO is without knowledge or information sufficient to form a belief
24 as to the truth of the allegations in this paragraph, and therefore denies them.
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26 75. MNAO admits Plaintiffs’ counsel sent a letter dated May 2, 2022 to
27 MNAO regarding Plaintiff’s vehicle. MNAO denies Plaintiffs’ characterization of
28

1 the Subject Vehicles and/or their components and functionalities, that there is or
2 was any “defect,” and that Plaintiffs have any basis for an actionable claim.

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4 76. MNAO is without knowledge or information sufficient to form a belief
5 as to the truth of the allegations in this paragraph, and therefore denies them.

6
7 77. This paragraph sets forth legal conclusions and therefore no response is
8 required. To the extent the allegations require a response, MNAO is without
9 knowledge or information sufficient to form a belief as to the truth of the allegations
10 in this paragraph, and therefore denies them.

11
12 **V. Anna Gilinets**

13 78. MNAO admits that CardinaleWay Mazda Corona is an authorized
14 Mazda dealer in Corona, California. MNAO is without knowledge or information
15 sufficient to form a belief as to the truth of the remaining allegations in this
16 paragraph, and therefore denies them.

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18 79. MNAO is without knowledge or information sufficient to form a belief
19 as to the truth of the allegations in this paragraph and therefore denies them.
20 Defendant further refers the Court to the true and correct copy of MNAO’s New
21 Vehicle Limited Warranty incorporated by reference in the TAC and is publicly
22 available. The NVLW speaks for itself.

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25 80. MNAO is without knowledge or information sufficient to form a belief
26 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
27 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
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1 components and functionalities, that there is or was any “defect,” and that Plaintiffs
2 have any basis for an actionable claim.
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4 81. MNAO is without knowledge or information sufficient to form a belief
5 as to the truth of the allegations in this paragraph, and therefore denies them.
6

7 82. MNAO is without knowledge or information sufficient to form a belief
8 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
9 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
10 components and functionalities, that there is or was any “defect,” and that Plaintiffs
11 have any basis for an actionable claim.
12

13 83. MNAO admits Plaintiffs’ counsel sent a letter dated September 26,
14 2022 regarding Plaintiff’s vehicle. MNAO denies Plaintiffs’ characterization of the
15 Subject Vehicles and/or their components and functionalities, that there is or was
16 any “defect,” and that Plaintiffs have any basis for an actionable claim.
17

18 84. MNAO is without knowledge or information sufficient to form a belief
19 as to the truth of the allegations in this paragraph, and therefore denies them.
20

21 85. This paragraph sets forth legal conclusions and therefore no response is
22 required. To the extent the allegations require a response, MNAO is without
23 knowledge or information sufficient to form a belief as to the truth of the allegations
24 in this paragraph, and therefore denies them.
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VI. Marcy Knysz

86. MNAO admits that Napleton’s Palatine Mazda is an authorized Mazda dealership located in Palatine, Illinois. MNAO is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and therefore denies them.

87. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and therefore denies them. Defendant further refers the Court to the true and correct copy of MNAO’s New Vehicle Limited Warranty incorporated by reference in the TAC and is publicly available. The NVLW speaks for itself.

88. MNAO is without knowledge or knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim.

89. MNAO is without knowledge or knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim.

1 90. MNAO is without knowledge or information sufficient to form a belief
2 as to the truth of the allegations in this paragraph, and therefore denies them.

3
4 91. MNAO is without knowledge or information sufficient to form a belief
5 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
6 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
7 components and functionalities, that there is or was any “defect,” and that Plaintiffs
8 have any basis for an actionable claim.

9
10 92. MNAO admits Plaintiffs’ counsel sent a letter dated September 26,
11 2022 to MNAO regarding Plaintiff’s vehicle. MNAO denies Plaintiffs’
12 characterization of the Subject Vehicles and/or their components and functionalities,
13 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
14 claim.

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17 93. MNAO is without knowledge or information sufficient to form a belief
18 as to the truth of the allegations in this paragraph, and therefore denies them.

19
20 94. This paragraph sets forth legal conclusions and therefore no response is
21 required. To the extent the allegations require a response, MNAO is without
22 knowledge or information sufficient to form a belief as to the truth of the allegations
23 in this paragraph, and therefore denies them.

24
25 **VII. Lester Woo**

26
27 95. MNAO admits that Lee Johnson Mazda of Seattle is an authorized
28 Mazda dealership located in Seattle, Washington. MNAO is without knowledge or

1 information sufficient to form a belief as to the truth of the remaining allegations in
2 this paragraph, and therefore denies them.

3
4 96. MNAO is without knowledge or information sufficient to form a belief
5 as to the truth of the allegations in this paragraph and therefore denies them.
6 Defendant further refers the Court to the true and correct copy of MNAO’s New
7 Vehicle Limited Warranty incorporated by reference in the TAC and is publicly
8 available. The NVLW speaks for itself.

9
10 97. MNAO is without knowledge or information sufficient to form a belief
11 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
12 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
13 components and functionalities, that there is or was any “defect,” and that Plaintiffs
14 have any basis for an actionable claim.

15
16 98. MNAO is without knowledge or information sufficient to form a belief
17 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
18 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
19 components and functionalities, that there is or was any “defect,” and that Plaintiffs
20 have any basis for an actionable claim.

21
22 99. MNAO is without knowledge or information sufficient to form a belief
23 as to the truth of the allegations in this paragraph, and therefore denies them.

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25 100. MNAO is without knowledge or information sufficient to form a belief
26 as to the truth of the allegations in this paragraph, and therefore denies them.

1 Defendant further refers the Court to the true and correct copy of TSB No. 01-012/21
2 incorporated by reference in the TAC and is publicly available. TSB No. 01-012/21
3 speaks for itself.
4

5 101. MNAO admits Plaintiffs’ counsel sent a letter dated June 8, 2022 to
6 MNAO regarding his vehicle. MNAO denies Plaintiffs’ characterization of the
7 Subject Vehicles and/or their components and functionalities, that there is or was
8 any “defect,” and that Plaintiffs have any basis for an actionable claim.
9

10 102. MNAO admits that Plaintiffs’ counsel sent a letter dated June 8, 2022
11 to MNAO regarding Plaintiff Woo’s vehicle. MNAO admits that Plaintiff Woo’s
12 vehicle underwent certain repairs at a local dealer. MNAO defers to the repair
13 documentation for Plaintiff Woo’s vehicle concerning any repairs attempted or
14 completed on his vehicle. MNAO denies the remaining allegations in this paragraph.
15
16

17 103. MNAO is without knowledge or information sufficient to form a belief
18 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
19 also cannot confirm at this time whether the purported photograph of Plaintiff’s
20 Vehicle dashboard is indeed a true and correct copy of Plaintiff’s dashboard. True
21 and correct copies of photographs of Plaintiff’s dashboard, which are presumably
22 within Plaintiff’s possession, speak for themselves.
23
24

25 104. MNAO is without knowledge or information sufficient to form a belief
26 as to the truth of the allegations in this paragraph, and therefore denies them.
27
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1 105. This paragraph sets forth legal conclusions and therefore no response is
2 required. To the extent the allegations require a response, MNAO is without
3 knowledge or information sufficient to form a belief as to the truth of the allegations
4 in this paragraph, and therefore denies them.
5

6 **VIII. Amy Bradshaw**
7

8 106. MNAO admits that Brown and Wood Mazda is an authorized Mazda
9 dealership located in Greenville, North Carolina. MNAO is without knowledge or
10 information sufficient to form a belief as to the truth of the remaining allegations in
11 this paragraph, and therefore denies them.
12

13 107. MNAO is without knowledge or information sufficient to form a belief
14 as to the truth of the allegations in this paragraph, and therefore denies them.
15 Defendant further refers the Court to the true and correct copy of MNAO’s New
16 Vehicle Limited Warranty incorporated by reference in the TAC and is publicly
17 available. The NVLW speaks for itself.
18

19 108. MNAO is without knowledge or information sufficient to form a belief
20 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
21 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
22 components and functionalities, that there is or was any “defect,” and that Plaintiffs
23 have any basis for an actionable claim.
24

25 109. MNAO is without knowledge or information sufficient to form a belief
26 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
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1 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
2 components and functionalities, that there is or was any “defect,” and that Plaintiffs
3 have any basis for an actionable claim.
4

5 110. MNAO is without knowledge or information sufficient to form a belief
6 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
7 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
8 components and functionalities, that there is or was any “defect,” and that Plaintiffs
9 have any basis for an actionable claim.
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11 111. MNAO is without knowledge or information sufficient to form a belief
12 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
13 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
14 components and functionalities, that there is or was any “defect,” and that Plaintiffs
15 have any basis for an actionable claim.
16

17 112. MNAO is without knowledge or information sufficient to form a belief
18 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
19 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
20 components and functionalities, that there is or was any “defect,” and that Plaintiffs
21 have any basis for an actionable claim.
22

23 113. This paragraph sets forth legal conclusions and therefore no response is
24 required. To the extent the allegations require a response, MNAO is without
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1 knowledge or information sufficient to form a belief as to the truth of the allegations
2 in this paragraph, and therefore denies them.

3
4 **FACTUAL ALLEGATIONS**

5 **The Valve Stem Seal Defect**

6 114. Admit.

7
8 115. MNAO admits that it distributes Mazda vehicles to independent,
9 authorized Mazda dealers located in the United States and, as the warrantor of
10 limited express warranties, provides warranty-related services in the United States.
11 The remaining allegations call for expert opinion to which MNAO need not respond.
12 To the extent these allegations are deemed to require a response, MNAO denies these
13 allegations.
14

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16 116. Paragraph 116 calls for expert opinion to which MNAO need not
17 respond.

18
19 117. Paragraph 117 calls for expert opinion to which MNAO need not
20 respond.

21
22 118. Paragraph 118 calls for expert opinion to which MNAO need not
23 respond. This paragraph further contains allegations regarding Plaintiffs' class
24 definitions and does not require a response from MNAO. To the extent an answer is
25 required, MNAO denies that Plaintiffs have properly defined a class, or that a
26 proposed class can be certified as alleged in the TAC.
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119. Paragraph 119 calls for expert opinion to which MNAO need not respond. This paragraph further contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim.

120. Paragraph 120 calls for expert opinion to which MNAO need not respond. This paragraph further contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim.

121. Defendant refers the Court to the true and correct copy of the M-Tips Bulletin (M-Tips No.: MT-005/20) incorporated by reference in the TAC and is publicly available. This M-Tips Bulletin speaks for itself. As to the remaining allegations in this Paragraph, MNAO denies these allegations.

1 122. MNAO refers the Court to the true and correct copy of the M-Tips
2 Bulletin (M-Tips No.: MT-005/20) incorporated by reference in the TAC and is
3 publicly available. This M-Tips Bulletin speaks for itself. MNAO denies that
4 Plaintiffs have properly defined a class, or that a proposed class can be certified as
5 alleged in the TAC. As to the remaining allegations in this Paragraph, MNAO denies
6 these allegations.
7

8 123. Defendant refers the Court to the true and correct copy of the M-Tips
9 Bulletin (M-Tips No.: MT-005/20) incorporated by reference in the TAC and is
10 publicly available. This M-Tips Bulletin speaks for itself. This paragraph further
11 contains allegations regarding Plaintiffs' class definitions and does not require a
12 response from MNAO. To the extent an answer is required, MNAO denies that
13 Plaintiffs have properly defined a class, or that a proposed class can be certified as
14 alleged in the TAC. As to the remaining allegations in this Paragraph, MNAO denies
15 these allegations.
16

17 124. Defendant refers the Court to the true and correct copy of the M-Tips
18 Bulletin (M-Tips No.: MT-005/20) incorporated by reference in the TAC and is
19 publicly available. This M-Tips Bulletin speaks for itself.
20

21 125. MNAO admits that certain documents and materials were included with
22 the Subject Vehicles at the time of sale including an owner's manual, warranty
23 booklets, and maintenance guide. These documents and materials speak for
24 themselves. Paragraph 125 further calls for expert opinion to which MNAO need not
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1 respond. To the extent these allegations are deemed to require a response, MNAO
2 denies these allegations. MNAO further denies Plaintiffs’ characterization of the
3 Subject Vehicles and/or their components and functionalities, that there is or was
4 any “defect,” and that Plaintiffs have any basis for an actionable claim. This
5 paragraph also contains allegations regarding Plaintiffs’ class definitions and does
6 not require a response from MNAO. To the extent an answer is required, MNAO
7 denies that Plaintiffs have properly defined a class, or that a proposed class can be
8 certified as alleged in the TAC.
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12 126. MNAO is without knowledge or information sufficient to form a belief
13 as to the truth of the allegations in this paragraph, and therefore denies them.
14

15 127. MNAO refers the Court to the true and correct copy of TSB No. 01-
16 012/21 incorporated by reference in the TAC and is publicly available. TSB No. 01-
17 012/21 speaks for itself.
18

19 128. MNAO denies that damage to the subject valve stem seals causes oil to
20 leak into the combustion chambers of the Subject Vehicles. MNAO refers the Court
21 to the true and correct copy of TSB No. 01-012/21 incorporated by reference in the
22 TAC and is publicly available. TSB No. 01-012/21 speaks for itself. TSB No. 01-
23 012/21 contained some inadvertent inaccuracies that were later corrected in a
24 subsequent TSB. As to the remaining allegations, MNAO denies them.
25

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27 129. Paragraph 129 calls for expert opinion to which MNAO need not
28 respond. To the extent these allegations are deemed to require a response, MNAO

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1 denies these allegations. MNAO further denies Plaintiffs’ characterization of the
2 Subject Vehicles and/or their components and functionalities, that there is or was
3 any “defect,” and that Plaintiffs have any basis for an actionable claim. This
4 paragraph also contains allegations regarding Plaintiffs’ class definitions and does
5 not require a response from MNAO. To the extent an answer is required, MNAO
6 denies that Plaintiffs have properly defined a class, or that a proposed class can be
7 certified as alleged in the TAC.
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10 130. MNAO refers the Court to the true and correct copy of TSB No. 01-
11 012/21 incorporated by reference in the TAC and is publicly available. TSB No. 01-
12 012/21 speaks for itself. As to the remaining allegations, MNAO denies them.
13

14 131. MNAO refers the Court to the true and correct copy of TSB No. 01-
15 012/21 incorporated by reference in the TAC and is publicly available. TSB No. 01-
16 012/21 speaks for itself.
17

18 132. MNAO denies that damage to the subject valve stem seals causes oil to
19 leak into the combustion chambers of the Subject Vehicles. MNAO refers the Court
20 to the true and correct copy of TSB No. 01-012/21 incorporated by reference in the
21 TAC and is publicly available. TSB No. 01-012/21 speaks for itself. TSB No. 01-
22 012/21 contained some inadvertent inaccuracies that were later corrected in a
23 subsequent TSB. MNAO denies Plaintiffs’ characterization of the Subject Vehicles
24 and/or their components and functionalities, that there is or was any “defect,” and
25 that Plaintiffs have any basis for an actionable claim. As to the remaining allegations,
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1 MNAO denies, including that the bulletin “directs dealers to minimize the severity”
2 of any issues discussed.

3
4 133. MNAO admits a revised version of Bulletin No. 01-012/21 was issued,
5 is publicly available, and speaks for itself. MNAO denies that the revisions Plaintiffs
6 claim in this Paragraph are the portions revised.

7
8 134. MNAO refers the Court to the true and correct copy of the relevant TSB
9 No. 01-012/21 bulletin(s) incorporated by reference in the TAC and is publicly
10 available. TSB No. 01-012/21 speaks for itself. MNAO further denies Plaintiffs’
11 characterization of the Subject Vehicles and/or their components and functionalities,
12 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
13 claim. This paragraph further calls for expert opinion to which MNAO need not
14 respond. To the extent these allegations are deemed to require a response, MNAO
15 denies these allegations. As to the remaining allegations in the paragraph, MNAO
16 also denies them.

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20 135. MNAO is without sufficient knowledge or information to admit or deny
21 the allegations in this paragraph, particularly the alleged complaints of unidentified
22 consumers. Plaintiffs’ quotation of a portion of the National Highway Traffic Safety
23 Administration (“NHTSA”) website speaks for itself. Paragraph 135 also contains
24 allegations regarding Plaintiffs’ class definitions and does not require a response
25 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
26 properly defined a class, or that a proposed class can be certified as alleged in the
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1 TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles
2 and/or their components and functionalities, that there is or was any “defect,” and
3 that Plaintiffs have any basis for an actionable claim.
4

5 136. Paragraph 136 calls for expert opinion to which MNAO need not
6 respond. To the extent the allegations of this paragraph are deemed to require a
7 response, MNAO denies them. Plaintiffs’ quotation of a portion of the website
8 www.consumerreports.org speaks for itself. This paragraph also contains allegations
9 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
10 To the extent an answer is required, MNAO denies that Plaintiffs have properly
11 defined a class, or that a proposed class can be certified as alleged in the TAC.
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14 137. Plaintiffs’ quotations of portions of various websites, including
15 NHTSA’s, speak for themselves. Paragraph 137 contains allegations regarding
16 Plaintiffs’ class definitions and does not require a response from MNAO. To the
17 extent an answer is required, MNAO denies that Plaintiffs have properly defined a
18 class, or that a proposed class can be certified as alleged in the TAC. MNAO is
19 without knowledge or information sufficient to form a belief as to the truth of the
20 allegations in this paragraph, and therefore denies them. MNAO further denies
21 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
22 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
23 for an actionable claim.
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1 138. Paragraph 138 is blank and contains no allegations. To the extent a
2 response is required, MNAO denies the allegations of this paragraph.

3
4 139. MNAO refers the Court to the true and correct copy of the relevant TSB
5 No. 01-011/22 incorporated by reference in the TAC and is publicly available. This
6 TSB speaks for itself. Further, contrary to Plaintiffs' allegations, the bulletin is 52
7 pages in length, and not 53 pages. This paragraph also contains allegations regarding
8 Plaintiffs' class definitions and does not require a response from MNAO. To the
9 extent an answer is required, MNAO denies that Plaintiffs have properly defined a
10 class, or that a proposed class can be certified as alleged in the TAC.
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13 140. MNAO specifically denies the repair is inadequate. Paragraph 140
14 further calls for expert opinion to which MNAO need not respond. To the extent
15 these allegations are deemed to require a response, MNAO denies them. As to the
16 remaining allegations in the paragraph, MNAO is without knowledge or information
17 sufficient to form a belief as to the truth of these allegations and therefore denies
18 them.
19

20
21 141. MNAO refers the Court to the true and correct copy of the relevant TSB
22 No. 01-011/22 incorporated by reference in the TAC and is publicly available. This
23 TSB speaks for itself. This paragraph contains allegations regarding Plaintiffs' class
24 definitions and does not require a response from MNAO. To the extent an answer is
25 required, MNAO denies that Plaintiffs have properly defined a class, or that a
26 proposed class can be certified as alleged in the TAC. As to the remaining
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allegations, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

142. This paragraph calls for expert opinion to which MNAO need not respond. To the extent this allegation is deemed to require a response, MNAO denies this allegation. Paragraph 142 also contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim. As to the remaining allegations, MNAO denies them.

143. This paragraph calls for expert opinion to which MNAO need not respond. To the extent these allegations are deemed to require a response, MNAO denies them. Paragraph 143 also contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim. As to the remaining allegations, MNAO denies them.

1 144. MNAO denies that the bulletins referenced and incorporated by
2 reference in the TAC are “not readily accessible to the public.” They are publicly
3 available.
4

5 145. Paragraph 145 calls for expert opinion to which MNAO need not
6 respond. To the extent these allegations are deemed to require a response, MNAO
7 denies them. This paragraph also contains allegations regarding Plaintiffs’ class
8 definitions and does not require a response from MNAO. To the extent an answer is
9 required, MNAO denies that Plaintiffs have properly defined a class, or that a
10 proposed class can be certified as alleged in the TAC. MNAO is without knowledge
11 or information sufficient to form a belief as to the truth of the allegations in this
12 paragraph, and therefore denies them. MNAO further denies Plaintiffs’
13 characterization of the Subject Vehicles and/or their components and functionalities,
14 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
15 claim. As to the remaining allegations, MNAO denies them.
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20 **Mazda’s Knowledge of the Defect**

21 146. This paragraph sets forth legal conclusions to which no response is
22 required. To the extent the allegations require a response, MNAO denies the
23 allegations contained in this paragraph. Paragraph 146 also contains allegations
24 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
25 To the extent an answer is required, MNAO denies that Plaintiffs have properly
26 defined a class, or that a proposed class can be certified as alleged in the TAC.
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1 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
2 their components and functionalities, that there is or was any “defect,” and that
3 Plaintiffs have any basis for an actionable claim. As to the remaining allegations,
4 MNAO denies.
5

6 147. The bulletins referenced in, and incorporated by reference in this
7 paragraph, speak for themselves. This paragraph also contains allegations regarding
8 Plaintiffs’ class definitions and does not require a response from MNAO. To the
9 extent an answer is required, MNAO denies that Plaintiffs have properly defined a
10 class, or that a proposed class can be certified as alleged in the TAC. MNAO is
11 without knowledge or information sufficient to form a belief as to the truth of the
12 allegations in this paragraph, and therefore denies them. MNAO further denies
13 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
14 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
15 for an actionable claim.
16

17 148. MNAO denies Plaintiffs’ characterization of the Subject Vehicles
18 and/or their components and functionalities, that there is or was any “defect,” and
19 that Plaintiffs have any basis for an actionable claim. MNAO admits that its warranty
20 department receives and analyzes warranty claims submitted by dealership and
21 certain information from dealers when repairs are made. MNAO further denies
22 Plaintiffs’ allegations regarding MNAO’s alleged knowledge of the alleged defect
23 pre-purchase or pre-lease of the Subject Vehicles.
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1 149. Paragraph 149 sets forth legal conclusions and therefore no response is
2 required. To the extent the allegations require a response, MNAO denies these
3 allegations. This paragraph further calls for expert opinion to which MNAO need
4 not respond. To the extent these allegations are deemed to require a response,
5 MNAO denies them.
6

7
8 150. This paragraph calls for expert opinion to which MNAO need not
9 respond. To the extent this allegation is deemed to require a response, MNAO denies
10 this allegation. Paragraph 150 further contains allegations regarding Plaintiffs’ class
11 definitions and does not require a response from MNAO. To the extent an answer is
12 required, MNAO denies that Plaintiffs have properly defined a class, or that a
13 proposed class can be certified as alleged in the TAC. MNAO denies that damage to
14 the subject valve stem seals causes oil to leak into the combustion chambers of the
15 Subject Vehicles. MNAO further denies Plaintiffs’ allegations regarding MNAO’s
16 alleged knowledge of the alleged defect pre-purchase or pre-lease of the Subject
17 Vehicles. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles
18 and/or their components and functionalities, that there is or was any “defect,” and
19 that Plaintiffs have any basis for an actionable claim.
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22 151. Paragraph 151 sets forth legal conclusions and therefore no response is
23 required. To the extent the allegations require a response, MNAO denies these
24 allegations. MNAO further denies Plaintiffs’ allegations regarding MNAO’s alleged
25 knowledge of the alleged defect pre-purchase or pre-lease of the Subject Vehicles.
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1 This paragraph also contains allegations regarding Plaintiffs’ class definitions and
2 does not require a response from MNAO. To the extent an answer is required,
3 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
4 can be certified as alleged in the TAC. MNAO further denies Plaintiffs’
5 characterization of the Subject Vehicles and/or their components and functionalities,
6 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
7 claim. MNAO further admits that its warranty department receives and analyzes
8 warranty claims submitted by dealerships and certain information from dealers when
9 repairs are made but it is without sufficient information or knowledge to form a
10 belief as to the truth of the allegations in this paragraph and therefore denies them.

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15 152. MNAO admits it offers Mazda Connected Services and a MyMazda
16 mobile application. MNAO cannot confirm at this time whether the purported
17 screenshot of Plaintiff’s MyMazda mobile application screen is indeed a true and
18 correct copy of Plaintiff’s MyMazda mobile application screen. True and correct
19 copies of the screenshot, which is within Plaintiff’s possession, speak for
20 themselves. MNAO denies that Plaintiffs have properly defined a class, or that a
21 proposed class can be certified as alleged in the TAC. As to the remaining
22 allegations, MNAO is without knowledge or information sufficient to form a belief
23 as to the truth of the allegations in this paragraph and therefore denies them.

24
25
26
27 153. Paragraph 153 contains allegations regarding Plaintiffs’ class
28 definitions and does not require a response from MNAO. To the extent an answer is

1 required, MNAO denies that Plaintiffs have properly defined a class, or that a
2 proposed class can be certified as alleged in the TAC. MNAO admits only that there
3 are postings on NHTSA and consumer forum websites regarding certain Mazda
4 vehicles and their engine oil levels but it is without knowledge or information
5 sufficient to form a belief as to the truth of the allegations in this paragraph, and
6 therefore denies them. MNAO further refers the Court to the true and correct copies
7 of the purported complaints on NHTSA’s website that Plaintiff purports to quote in
8 this paragraph, which are publicly available and speak for themselves.
9

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12 154. This paragraph sets forth legal conclusions and therefore no response is
13 required. To the extent the allegations require a response, MNAO denies these
14 allegations. This paragraph contains allegations regarding Plaintiffs’ class
15 definitions and does not require a response from MNAO. To the extent an answer is
16 required, MNAO denies that Plaintiffs have properly defined a class, or that a
17 proposed class can be certified as alleged in the TAC. MNAO further denies
18 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
19 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
20 for an actionable claim.
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23
24 **The NHTSA Complaints and Online Discussions of the Defect**

25 155. As to the overbroad allegations concerning “complaints online,”
26 MNAO admits only that there are postings on NHTSA and consumer forum websites
27 regarding certain Mazda vehicles and their engine oil levels but it is without
28

1 knowledge or information sufficient to form a belief as to the truth of the allegations
2 in this paragraph, and therefore denies them. MNAO refers the Court to the true and
3 correct copies of such online complaints, as referenced in Paragraph 155, which
4 speak for themselves.
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6 156. MNAO denies Plaintiffs’ allegations regarding MNAO’s alleged
7 knowledge of the alleged defect pre-purchase or pre-lease of the Subject Vehicles.
8 This paragraph also contains allegations regarding Plaintiffs’ class definitions and
9 does not require a response from MNAO. To the extent an answer is required,
10 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
11 can be certified as alleged in the TAC. MNAO further denies Plaintiffs’
12 characterization of the Subject Vehicles and/or their components and functionalities,
13 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
14 claim.
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18 157. MNAO denies Plaintiffs’ allegations regarding MNAO’s alleged
19 knowledge of the alleged defect pre-purchase or pre-lease of the Subject Vehicles.
20 This paragraph contains allegations regarding Plaintiffs’ class definitions and does
21 not require a response from MNAO. To the extent an answer is required, MNAO
22 denies that Plaintiffs have properly defined a class, or that a proposed class can be
23 certified as alleged in the TAC. Mazda admits that there are postings on NHTSA and
24 consumer forum websites regarding certain Mazda vehicles and their engine oil
25 levels but it is without knowledge or information sufficient to form a belief as to the
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1 truth of the allegations in this paragraph, and therefore denies them. MNAO refers
2 the Court to the true and correct copy of the purported posting referenced in this
3 paragraph, which is publicly available and speaks for itself.

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5 158. MNAO denies Plaintiffs’ allegations regarding MNAO’s alleged
6 knowledge of the alleged defect pre-purchase or pre-lease of the Subject Vehicles.
7 This paragraph contains allegations regarding Plaintiffs’ class definitions and does
8 not require a response from MNAO. To the extent an answer is required, MNAO
9 denies that Plaintiffs have properly defined a class, or that a proposed class can be
10 certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of
11 the Subject Vehicles and/or their components and functionalities, that there is or was
12 any “defect,” and that Plaintiffs have any basis for an actionable claim. Mazda
13 admits that there are postings on NHTSA and consumer forum websites regarding
14 certain Mazda vehicles and their engine oil levels but it is without knowledge or
15 information sufficient to form a belief as to the truth of the allegations in this
16 paragraph, and therefore denies them. MNAO refers the Court to the true and correct
17 copy of the purported posting referenced in this paragraph, which is publicly
18 available and speaks for itself.

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24 159. MNAO denies Plaintiffs’ allegations regarding MNAO’s alleged
25 knowledge of the alleged defect pre-purchase or pre-lease of the Subject Vehicles.
26 This paragraph contains allegations regarding Plaintiffs’ class definitions and does
27 not require a response from MNAO. To the extent an answer is required, MNAO
28

1 denies that Plaintiffs have properly defined a class, or that a proposed class can be
2 certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of
3 the Subject Vehicles and/or their components and functionalities, that there is or was
4 any “defect,” and that Plaintiffs have any basis for an actionable claim. Mazda
5 admits that there are postings on NHTSA and consumer forum websites regarding
6 certain Mazda vehicles and their engine oil levels but it is without knowledge or
7 information sufficient to form a belief as to the truth of the allegations in this
8 paragraph, and therefore denies them. MNAO refers the Court to the true and correct
9 copy of the purported posting referenced in this paragraph, which is publicly
10 available and speaks for itself.
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14 160. MNAO denies Plaintiffs’ allegations regarding MNAO’s alleged
15 knowledge of the alleged defect pre-purchase or pre-lease of the Subject Vehicles.
16 This paragraph contains allegations regarding Plaintiffs’ class definitions and does
17 not require a response from MNAO. To the extent an answer is required, MNAO
18 denies that Plaintiffs have properly defined a class, or that a proposed class can be
19 certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of
20 the Subject Vehicles and/or their components and functionalities, that there is or was
21 any “defect,” and that Plaintiffs have any basis for an actionable claim. Mazda
22 admits that there are postings on NHTSA and consumer forum websites regarding
23 certain Mazda vehicles and their engine oil levels but it is without knowledge or
24 information sufficient to form a belief as to the truth of the allegations in this
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1 paragraph, and therefore denies them. MNAO refers the Court to the true and correct
2 copy of the purported posting referenced in this paragraph, which is publicly
3 available and speaks for itself.
4

5 161. MNAO denies Plaintiffs’ allegations regarding MNAO’s alleged
6 knowledge of the alleged defect pre-purchase or pre-lease of the Subject Vehicles.
7 This paragraph contains allegations regarding Plaintiffs’ class definitions and does
8 not require a response from MNAO. To the extent an answer is required, MNAO
9 denies that Plaintiffs have properly defined a class, or that a proposed class can be
10 certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of
11 the Subject Vehicles and/or their components and functionalities, that there is or was
12 any “defect,” and that Plaintiffs have any basis for an actionable claim. Mazda
13 admits that there are postings on NHTSA and consumer forum websites regarding
14 certain Mazda vehicles and their engine oil levels but it is without knowledge or
15 information sufficient to form a belief as to the truth of the allegations in this
16 paragraph, and therefore denies them. MNAO refers the Court to the true and correct
17 copies of the purported postings referenced in this paragraph, which are publicly
18 available and speaks for themselves.
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24 162. MNAO denies Plaintiffs’ allegations regarding MNAO’s alleged
25 knowledge of the alleged defect pre-purchase or pre-lease of the Subject Vehicles.
26 This paragraph contains allegations regarding Plaintiffs’ class definitions and does
27 not require a response from MNAO. To the extent an answer is required, MNAO
28

1 denies that Plaintiffs have properly defined a class, or that a proposed class can be
2 certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of
3 the Subject Vehicles and/or their components and functionalities, that there is or was
4 any “defect,” and that Plaintiffs have any basis for an actionable claim. MNAO
5 further denies that it has failed to take adequate steps to notify customers and provide
6 countermeasures to address the alleged defect.
7
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9 163. This paragraph sets forth legal conclusions to which MNAO is not
10 required to respond. To the extent the allegations require a response, MNAO denies
11 them. MNAO denies Plaintiffs’ allegations regarding MNAO’s alleged knowledge
12 of the alleged defect pre-purchase or pre-lease of the Subject Vehicles. MNAO
13 denies it actively concealed the existence and/or nature of the alleged defect. MNAO
14 further denies Plaintiffs’ characterization of the Subject Vehicles and/or their
15 components and functionalities, that there is or was any “defect,” and that Plaintiffs
16 have any basis for an actionable claim. MNAO admits that the Customer Experience
17 Center receives and responds to customer calls regarding customers’ experiences
18 with their vehicles. MNAO further admits that its warranty department receives and
19 analyzes warranty claims submitted by dealerships and certain information from
20 dealers when repairs are made but it is without sufficient information or knowledge
21 to form a belief as to the truth of the allegations in this paragraph and therefore denies
22 them.
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164. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, MNAO denies these allegations. This paragraph contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim. MNAO is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations in this paragraph and therefore denies them.

165. MNAO admits it has not recalled the Subject Vehicles regarding the alleged defect in this matter. MNAO denies it has not offered customers a suitable repair or replacement of affected parts in connection with the alleged defect. This paragraph contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim. MNAO also denies that Plaintiffs are entitled to the relief being sought in the TAC.

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166. This paragraph contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. This paragraph set forth legal conclusions and therefore no response is required. To the extent the allegations require a response, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

167. This paragraph set forth legal conclusions and therefore no response is required. To the extent the allegations require a response, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim. This paragraph further contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC.

1 **CLASS ACTION ALLEGATIONS**

2 **A. The Classes**

3
4 168. This paragraph contains allegations regarding Plaintiffs’ class
5 definitions and does not require a response from MNAO. To the extent an answer is
6 required, MNAO denies that Plaintiffs have properly defined a class, or that a
7 proposed class can be certified as alleged in the TAC for litigation (as opposed to
8 settlement) purposes.
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10
11 169. This paragraph set forth legal conclusions and therefore no response is
12 required. To the extent a response is required, MNAO is without knowledge or
13 information sufficient to form a belief as to the truth of these allegations and
14 therefore denies them in their entirety. Paragraph 169 also contains allegations
15 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
16 To the extent an answer is required, MNAO denies that Plaintiffs have properly
17 defined a class, or that a proposed class can be certified as alleged in the TAC for
18 litigation (as opposed to settlement) purposes.
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21 **B. Numerosity**

22
23 170. This paragraph set forth legal conclusions and therefore no response is
24 required. To the extent a response is required, MNAO is without knowledge or
25 information sufficient to form a belief as to the truth of these allegations and
26 therefore denies them in their entirety. Paragraph 170 also contains allegations
27 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
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1 To the extent an answer is required, MNAO denies that Plaintiffs have properly
2 defined a class, or that a proposed class can be certified as alleged in the TAC for
3 litigation (as opposed to settlement) purposes.
4

5 **C. Common Questions of Law and Fact**

6 171. Paragraph 171 contains allegations regarding Plaintiffs' class
7 definitions and does not require a response from Defendant. To the extent an answer
8 is required, Defendant denies each and every allegation in this Paragraph, including
9 that Plaintiff has properly defined a class, that the allegations and definition(s) meet
10 the requirements of Rule 23, or that the proposed classes should be certified for
11 litigation (as opposed to settlement) purposes. This Paragraph also states legal
12 conclusions to which no response is required, and on that basis, Defendant denies
13 the allegations in this Paragraph.
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17 **D. Typicality**

18 172. Paragraph 172 contains allegations regarding Plaintiffs' class
19 definitions and does not require a response from Defendant. To the extent an answer
20 is required, Defendant denies each and every allegation in this Paragraph, including
21 that Plaintiff has properly defined a class, that the allegations and definition(s) meet
22 the requirements of Rule 23, or that the proposed classes should be certified for
23 litigation (as opposed to settlement) purposes. This Paragraph also states legal
24 conclusions to which no response is required, and on that basis, Defendant denies
25 the allegations in this Paragraph.
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E. Protecting the Interests of the Class Members

173. Paragraph 173 contains allegations regarding Plaintiffs’ class definitions and does not require a response from Defendant. To the extent an answer is required, Defendant denies each and every allegation in this Paragraph, including that Plaintiff has properly defined a class, that the allegations and definition(s) meet the requirements of Rule 23, or that the proposed classes should be certified for litigation (as opposed to settlement) purposes. This Paragraph also states legal conclusions to which no response is required, and on that basis, Defendant denies the allegations in this Paragraph.

F. Proceeding Via Class Action is Superior and Advisable

174. Paragraph 174 contains allegations regarding Plaintiffs’ class definitions and does not require a response from Defendant. To the extent an answer is required, Defendant denies each and every allegation in this Paragraph, including that Plaintiff has properly defined a class, that the allegations and definition(s) meet the requirements of Rule 23, or that the proposed classes should be certified for litigation (as opposed to settlement) purposes. This Paragraph also states legal conclusions to which no response is required, and on that basis, Defendant denies the allegations in this Paragraph.

175. Paragraph 175 contains allegations regarding Plaintiffs’ class definitions and does not require a response from Defendant. To the extent an answer is required, Defendant denies each and every allegation in this Paragraph, including

1 that Plaintiff has properly defined a class, that the allegations and definition(s) meet
2 the requirements of Rule 23, or that the proposed classes should be certified for
3 litigation (as opposed to settlement) purposes. This Paragraph also states legal
4 conclusions to which no response is required, and on that basis, Defendant denies
5 the allegations in this Paragraph.
6
7

8 **FIRST CAUSE OF ACTION**

9 **Breach of Implied and Express Warranties Pursuant to the Magnuson-Moss
10 Warranty Act, 15 U.S.C. §2301, et seq.**

11 **(Plaintiffs on behalf of the Nationwide Class or in the alternative the
12 California, Florida, Illinois, Tennessee, and Washington Sub-Classes)**

13 176. MNAO incorporates the corresponding preceding answers as if they
14 were repeated and alleged verbatim here.

15 177. Paragraph 177 contains allegations regarding Plaintiffs' class
16 definitions and does not require a response from Defendant. To the extent an answer
17 is required, Defendant is without sufficient information and knowledge to form a
18 belief as to the truth of these allegations and therefore denies them in their entirety.
19 Further, MNAO denies that Plaintiff has properly defined a class, that the allegations
20 and definition(s) meet the requirements of Rule 23, or that the proposed classes
21 should be certified for litigation (as opposed to settlement) purposes. This Paragraph
22 also states legal conclusions to which no response is required, and on that basis,
23 Defendant denies the allegations in this Paragraph.
24
25
26

27 178. MNAO admits that it was the distributor and warrantor of the Subject
28 Vehicles sold in the United States. Paragraph 178 contains allegations regarding

1 Plaintiffs’ class definitions and does not require a response. To the extent an answer
2 is required, MNAO is without sufficient information and knowledge to form a belief
3 as to the truth of these allegations and therefore denies them. Further, MNAO denies
4 that Plaintiff has properly defined a class, that the allegations and definition(s) meet
5 the requirements of Rule 23, or that the proposed classes should be certified for
6 litigation (as opposed to settlement) purposes. This Paragraph also states legal
7 conclusions to which no response is required, and on that basis, Defendant denies
8 the allegations in this Paragraph.
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12 179. Paragraph 179 contains allegations regarding Plaintiffs’ class
13 definitions and does not require a response from Defendant. To the extent an answer
14 is required, Defendant is without sufficient information and knowledge to form a
15 belief as to the truth of these allegations and therefore denies them. Further, MNAO
16 denies that Plaintiff has properly defined a class, that the allegations and definition(s)
17 meet the requirements of Rule 23, or that the proposed classes should be certified
18 for litigation (as opposed to settlement) purposes. This Paragraph also states legal
19 conclusions to which no response is required, and on that basis, Defendant denies
20 the allegations in this Paragraph.
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24 180. This Paragraph states legal conclusions and arguments to which no
25 response is required, and on that basis, Defendant denies the allegations in this
26 Paragraph. Paragraph 180 also contains allegations regarding Plaintiffs’ class
27 definitions and does not require a response from Defendant. To the extent an answer
28

1 is required, Defendant is without sufficient information and knowledge to form a
2 belief as to the truth of these allegations and therefore denies them. Further, MNAO
3 denies that Plaintiff has properly defined a class, that the allegations and definition(s)
4 meet the requirements of Rule 23, or that the proposed classes should be certified
5 for litigation (as opposed to settlement) purposes.
6
7

8 181. MNAO admits that it distributes Mazda vehicles to independent,
9 authorized dealers located in the United States and, as the warrantor of limited
10 express warranties, provides warranty-related services in the United States. MNAO
11 does not sell vehicles directly to consumers. This Paragraph states legal conclusions
12 and arguments to which no response is required, and on that basis, Defendant denies
13 the allegations in this Paragraph. MNAO also denies that a class could properly be
14 certified for litigation (as opposed to settlement) purposes.
15
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17 182. This Paragraph states legal conclusions and arguments to which no
18 response is required, and on that basis, Defendant denies the allegations in this
19 Paragraph. As to the remaining allegations, MNAO denies the allegations.
20

21 183. This Paragraph states legal conclusions and arguments to which no
22 response is required, and on that basis, Defendant denies the allegations in this
23 Paragraph. As to the remaining allegations, MNAO denies the allegations.
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SECOND CAUSE OF ACTION
Fraudulent Concealment

(Plaintiffs on behalf of the Nationwide Class or in the alternative the California, Florida, Illinois, Tennessee, Washington and North Carolina Sub-Classes)

184. MNAO incorporates the corresponding preceding answers as if they were repeated and alleged verbatim here.

185. This Paragraph states legal conclusions and arguments to which no response is required, and on that basis, Defendant denies the allegations in this Paragraph. As to the remaining allegations, MNAO denies the allegations.

186. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs' subjective opinions as fact.

187. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs' subjective opinions as fact.

188. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs' subjective opinions as fact.

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189. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

190. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

191. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

192. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

193. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

1 194. These allegations contain argument and legal conclusions to which no
2 response is required. To the extent a response is required, MNAO denies the
3 allegations in this paragraph. MNAO further denies the allegations contained in this
4 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
5

6 195. These allegations contain argument and legal conclusions to which no
7 response is required. To the extent a response is required, MNAO denies the
8 allegations in this paragraph. MNAO further denies the allegations contained in this
9 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
10

11 196. These allegations contain argument and legal conclusions to which no
12 response is required. To the extent a response is required, MNAO denies the
13 allegations in this paragraph. MNAO further denies the allegations contained in this
14 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
15

16 197. These allegations contain argument and legal conclusions to which no
17 response is required. To the extent a response is required, MNAO denies the
18 allegations in this paragraph. MNAO further denies the allegations contained in this
19 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
20

21 198. These allegations contain argument and legal conclusions to which no
22 response is required. To the extent a response is required, MNAO denies the
23 allegations in this paragraph. MNAO further denies the allegations contained in this
24 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
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1 199. These allegations contain argument and legal conclusions to which no
2 response is required. To the extent a response is required, MNAO denies the
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4 allegations in this paragraph. MNAO further denies the allegations contained in this
5 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

6 **THIRD CAUSE OF ACTION**
7 **Unjust Enrichment**

8 **(Plaintiffs on behalf of the Nationwide Class or in the alternative the**
9 **California, Florida, Illinois, Tennessee, Washington and**
10 **North Carolina Sub-Classes)**

11 200. MNAO incorporates the corresponding preceding answers as if they
12 were repeated and alleged verbatim here.

13
14 201. These allegations contain argument and legal conclusions to which no
15 response is required. To the extent a response is required, MNAO denies the
16 allegations in this paragraph. MNAO further denies the allegations contained in this
17 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

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19 202. These allegations contain argument and legal conclusions to which no
20 response is required. To the extent a response is required, MNAO denies the
21 allegations in this paragraph. MNAO further denies the allegations contained in this
22 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

23
24 203. These allegations contain argument and legal conclusions to which no
25 response is required. To the extent a response is required, MNAO denies the
26 allegations in this paragraph. MNAO further denies the allegations contained in this
27 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
28

1 204. These allegations contain argument and legal conclusions to which no
2 response is required. To the extent a response is required, MNAO denies the
3 allegations in this paragraph. MNAO further denies the allegations contained in this
4 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
5

6 205. These allegations contain argument and legal conclusions to which no
7 response is required. To the extent a response is required, MNAO denies the
8 allegations in this paragraph. MNAO further denies the allegations contained in this
9 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
10

11 206. These allegations contain argument and legal conclusions to which no
12 response is required. To the extent a response is required, MNAO denies the
13 allegations in this paragraph. MNAO further denies the allegations contained in this
14 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
15

16 207. MNAO admits that Plaintiffs are attempting to seek certain relief in the
17 TAC but the appropriateness of such pleading presents legal questions (not factual
18 accounts) for which Defendant need not provide an answer. To the extent a response
19 is required, MNAO denies the allegations in this paragraph.
20

21 208. MNAO admits that Plaintiffs are attempting to seek certain relief in the
22 TAC but the appropriateness of such pleading presents legal questions (not factual
23 accounts) for which Defendant need not provide an answer. These allegations
24 contain argument and legal conclusions to which no response is required. To the
25 extent a response is required, MNAO denies the allegations in this paragraph.
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FOURTH CAUSE OF ACTION

Violation of the Washington Consumer Protection Act, RCW 19.86, *et seq.*

(Plaintiffs Guthrie and Woo on behalf of the Washington Sub-Class)

209. MNAO incorporates the corresponding preceding answers as if they were repeated and alleged verbatim here.

210. The Washington Consumer Protection Act speaks for itself. No answer is required for a statement of law.

211. This paragraph sets forth legal conclusions and therefore no response is required. To the extent the allegations require a response, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

212. MNAO admits that it was the distributor and warrantor of the Subject Vehicles sold in the United States. This paragraph contains argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph.

213. This paragraph contains argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs' subjective opinions as fact.

214. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the

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1 allegations in this paragraph. MNAO further denies the allegations contained in this
2 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

3
4 215. These allegations contain argument and legal conclusions to which no
5 response is required. To the extent a response is required, MNAO denies the
6 allegations in this paragraph. MNAO further denies the allegations contained in this
7 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

8
9 216. These allegations contain argument and legal conclusions to which no
10 response is required. To the extent a response is required, MNAO denies the
11 allegations in this paragraph. MNAO further denies the allegations contained in this
12 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

13
14 217. These allegations contain argument and legal conclusions to which no
15 response is required. To the extent a response is required, MNAO denies the
16 allegations in this paragraph. MNAO further denies the allegations contained in this
17 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

18
19 218. These allegations contain argument and legal conclusions to which no
20 response is required. To the extent a response is required, MNAO denies the
21 allegations in this paragraph. MNAO further denies the allegations contained in this
22 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

23
24 219. These allegations contain argument and legal conclusions to which no
25 response is required. To the extent a response is required, MNAO denies the
26 allegations in this paragraph. MNAO further denies the allegations contained in this
27 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

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1 allegations in this paragraph. MNAO further denies the allegations contained in this
2 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

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4 220. These allegations contain argument and legal conclusions to which no
5 response is required. To the extent a response is required, MNAO denies the
6 allegations in this paragraph. MNAO further denies the allegations contained in this
7 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

8
9 221. These allegations contain argument and legal conclusions to which no
10 response is required. To the extent a response is required, MNAO denies the
11 allegations in this paragraph. MNAO further denies the allegations contained in this
12 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

13
14 222. These allegations contain argument and legal conclusions to which no
15 response is required. To the extent a response is required, MNAO denies the
16 allegations in this paragraph. MNAO further denies the allegations contained in this
17 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

18
19 223. These allegations contain argument and legal conclusions to which no
20 response is required. To the extent a response is required, MNAO denies the
21 allegations in this paragraph. MNAO further denies the allegations contained in this
22 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

23
24 224. These allegations contain argument and legal conclusions to which no
25 response is required. To the extent a response is required, MNAO denies the
26 allegations in this paragraph. MNAO further denies the allegations contained in this
27 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

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1 allegations in this paragraph. MNAO further denies the allegations contained in this
2 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

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4 225. These allegations contain argument and legal conclusions to which no
5 response is required. To the extent a response is required, MNAO denies the
6 allegations in this paragraph. MNAO further denies the allegations contained in this
7 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
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9 226. These allegations contain argument and legal conclusions to which no
10 response is required. To the extent a response is required, MNAO denies the
11 allegations in this paragraph. MNAO further denies the allegations contained in this
12 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
13

14 227. MNAO admits that Plaintiffs are attempting to seek certain relief in the
15 TAC but the appropriateness of such pleading presents legal questions (not factual
16 accounts) for which Defendant need not provide an answer. These allegations
17 contain argument and legal conclusions to which no response is required. To the
18 extent a response is required, MNAO denies the allegations in this paragraph.
19
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21 **FIFTH CAUSE OF ACTION**
22 **Breach of Express Warranty Pursuant to RCW 62A.2-313**
23 **(Plaintiffs Guthrie and Woo on behalf of the Washington Sub-Class)**

24 228. MNAO incorporates the corresponding preceding answers as if they
25 were repeated and alleged verbatim here.
26

27 229. MNAO admits that it distributes Mazda vehicles to independent,
28 authorized dealers located in the United States and, as the warrantor of limited

1 express warranties, provides warranty-related services in the United States. MNAO
2 admits that certain documents and materials were included with the Subject Vehicles
3 at the time of sale including an owner’s manual, warranty booklets, and maintenance
4 guide. These documents and materials speak for themselves. As to the remaining
5 allegations, MNAO is without knowledge or information sufficient to form a belief
6 as to the truth of the allegations in this paragraph, and therefore denies them.
7

8
9 230. The warranty booklets and information incorporated by reference in the
10 TAC are publicly available and speak for themselves. These allegations also contain
11 argument and legal conclusions to which no response is required. To the extent a
12 response is required, MNAO lacks sufficient information or knowledge to either
13 admit or deny this paragraph. MNAO further denies the allegations contained in this
14 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
15
16

17 231. The warranty booklets and information incorporated by reference in the
18 TAC are publicly available and speak for themselves. These allegations contain
19 argument and legal conclusions to which no response is required. To the extent a
20 response is required, MNAO denies the allegations in this paragraph. MNAO further
21 denies the allegations contained in this paragraph because they purport to assert
22 Plaintiffs’ subjective opinions as fact.
23
24

25 232. The warranty booklets and information incorporated by reference in the
26 TAC are publicly available and speak for themselves. These allegations contain
27 argument and legal conclusions to which no response is required. To the extent a
28

1 response is required, MNAO denies the allegations in this paragraph. MNAO further
2 denies the allegations contained in this paragraph because they purport to assert
3 Plaintiffs’ subjective opinions as fact.
4

5 233. These allegations contain argument and legal conclusions to which no
6 response is required. To the extent a response is required, MNAO denies the
7 allegations in this paragraph. MNAO further denies the allegations contained in this
8 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
9

10 234. These allegations contain argument and legal conclusions to which no
11 response is required. To the extent a response is required, MNAO denies the
12 allegations in this paragraph because it lacks sufficient knowledge or information to
13 admit or deny this paragraph. MNAO further denies the allegations contained in this
14 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
15
16

17 235. These allegations contain argument and legal conclusions to which no
18 response is required. To the extent a response is required, MNAO denies the
19 allegations in this paragraph because it lacks sufficient knowledge or information to
20 admit or deny. MNAO further denies the allegations contained in this paragraph
21 because they purport to assert Plaintiffs’ subjective opinions as fact.
22
23

24 236. These allegations contain argument and legal conclusions to which no
25 response is required. MNAO denies the allegations in this paragraph because it lacks
26 sufficient knowledge or information to admit or deny. MNAO denies Plaintiffs’
27 characterization of the Subject Vehicles and/or their components and functionalities,
28

1 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
2 claim. MNAO further denies the allegations contained in this paragraph because they
3 purport to assert Plaintiffs’ subjective opinions as fact.
4

5 237. MNAO admits that Plaintiffs are attempting to seek certain relief in the
6 TAC but the appropriateness of such pleading presents legal questions (not factual
7 accounts) for which Defendant need not provide an answer. These allegations
8 contain argument and legal conclusions to which no response is required. To the
9 extent a response is required, MNAO denies the allegations in this paragraph.
10

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12 **SIXTH CAUSE OF ACTION**
13 **Violation of Florida Deceptive and Unfair Trade Practices Act,**
14 **F.S.A. § 501.201, et seq.**

15 **(Plaintiffs Crain and Zelaya on behalf of the Florida Class)**

16 238. MNAO incorporates the corresponding preceding answers as if they
17 were repeated and alleged verbatim here.
18

19 239. These allegations contain argument and legal conclusions to which no
20 response is required. To the extent that a response is required, MNAO denies the
21 allegations in this paragraph because it lacks sufficient knowledge or information to
22 admit or deny. This paragraph also contains allegations regarding Plaintiffs’ class
23 definitions and does not require a response from MNAO. To the extent an answer is
24 required, MNAO denies that Plaintiffs have properly defined a class, or that a
25 proposed class can be certified as alleged in the TAC.
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1 240. MNAO admits that it distributes Mazda vehicles to independent,
2 authorized dealers located in the United States and, as the warrantor of limited
3 express warranties, provides warranty-related services in the United States. These
4 allegations also contain argument and legal conclusions to which no response is
5 required. To the extent that a response is required, MNAO denies these allegations.
6
7

8 241. These allegations contain argument and legal conclusions to which no
9 response is required. To the extent a response is required, MNAO denies the
10 allegations in this paragraph. MNAO further denies the allegations contained in this
11 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
12

13 242. These allegations contain argument and legal conclusions to which no
14 response is required. To the extent a response is required, MNAO denies the
15 allegations in this paragraph. MNAO further denies the allegations contained in this
16 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
17 Paragraph 242 also contains allegations regarding Plaintiffs’ class definitions and
18 does not require a response from MNAO. To the extent an answer is required,
19 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
20 can be certified as alleged in the TAC.
21
22

23 243. These allegations contain argument and legal conclusions to which no
24 response is required. To the extent a response is required, MNAO denies the
25 allegations in this paragraph. MNAO further denies the allegations contained in this
26 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
27
28

1 244. These allegations contain argument and legal conclusions to which no
2 response is required. To the extent a response is required, MNAO denies the
3 allegations in this paragraph. MNAO further denies the allegations contained in this
4 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
5

6 245. These allegations contain argument and legal conclusions to which no
7 response is required. To the extent a response is required, MNAO denies the
8 allegations in this paragraph. MNAO further denies the allegations contained in this
9 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
10

11 246. These allegations contain argument and legal conclusions to which no
12 response is required. To the extent a response is required, MNAO denies the
13 allegations in this paragraph. MNAO further denies the allegations contained in this
14 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
15

16 247. These allegations contain argument and legal conclusions to which no
17 response is required. To the extent a response is required, MNAO denies the
18 allegations in this paragraph because it is without knowledge or information
19 sufficient to form a belief as to the truth of the allegations in this paragraph, and
20 therefore denies them. MNAO further denies the allegations contained in this
21 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
22

23 248. These allegations contain argument and legal conclusions to which no
24 response is required. To the extent a response is required, MNAO denies the
25 allegations in this paragraph. MNAO denies the allegations contained in this
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1 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
2 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
3 their components and functionalities, that there is or was any “defect,” and that
4 Plaintiffs have any basis for an actionable claim.
5

6 249. These allegations contain argument and legal conclusions to which no
7 response is required. To the extent a response is required, MNAO denies the
8 allegations in this paragraph. MNAO denies the allegations contained in this
9 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
10 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
11 their components and functionalities, that there is or was any “defect,” and that
12 Plaintiffs have any basis for an actionable claim.
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16 250. These allegations contain argument and legal conclusions to which no
17 response is required. To the extent a response is required, MNAO denies the
18 allegations in this paragraph because it is without knowledge or information
19 sufficient to form a belief as to the truth of the allegations in this paragraph, and
20 therefore denies them. MNAO further denies the allegations contained in this
21 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
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23

24 251. These allegations contain argument and legal conclusions to which no
25 response is required. To the extent a response is required, MNAO denies the
26 allegations in this paragraph because it is without knowledge or information
27 sufficient to form a belief as to the truth of the allegations in this paragraph, and
28

1 therefore denies them. MNAO further denies the allegations contained in this
2 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

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4 252. These allegations contain argument and legal conclusions to which no
5 response is required. To the extent a response is required, MNAO denies the
6 allegations in this paragraph because it is without knowledge or information
7 sufficient to form a belief as to the truth of the allegations in this paragraph, and
8 therefore denies them. MNAO further denies the allegations contained in this
9 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
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12 253. These allegations contain argument and legal conclusions to which no
13 response is required. To the extent a response is required, MNAO denies the
14 allegations in this paragraph. MNAO further denies the allegations contained in this
15 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
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18 254. These allegations contain argument and legal conclusions to which no
19 response is required. To the extent a response is required, MNAO denies the
20 allegations in this paragraph. MNAO further denies the allegations contained in this
21 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
22

23
24 255. MNAO admits that Plaintiffs are attempting to seek certain relief in the
25 TAC but the appropriateness of such pleading presents legal questions (not factual
26 accounts) for which Defendant need not provide an answer. These allegations
27 contain argument and legal conclusions to which no response is required. To the
28 extent a response is required, MNAO denies the allegations in this paragraph.

SEVENTH CAUSE OF ACTION

Breach of Express Warranty Pursuant to F.S.A. § 672.313

(Plaintiffs Crain and Zelaya on behalf of the Florida Class)

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256. MNAO incorporates the corresponding preceding answers as if they were repeated and alleged verbatim here.

257. MNAO admits that it distributes Mazda vehicles to independent, authorized Mazda dealers location in the United States and, as the warrantor of limited express warranties, provides warranty-related services in the United States. MNAO refers the Court to the warranty booklets provided with the purchase or leasing of a new Mazda vehicle, which is incorporated by reference, publicly available, and speak for themselves.

258. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph because it lacks sufficient knowledge or information to either admit or deny. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.

259. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO refers the Court to the warranty booklets provided with the purchase or leasing of a new Mazda vehicle, which is incorporated by reference, publicly available, and speak for themselves. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and

1 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
2 for an actionable claim.

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4 260. These allegations contain argument and legal conclusions to which no
5 response is required. To the extent a response is required, MNAO denies the
6 allegations in this paragraph because it lacks sufficient information or knowledge to
7 admit or deny. MNAO further denies the allegations contained in this paragraph
8 because they purport to assert Plaintiffs’ subjective opinions as fact. MNAO refers
9 the Court to the warranty booklets provided with the purchase or leasing of a new
10 Mazda vehicle, which is incorporated by reference, publicly available, and speak for
11 themselves. MNAO also denies Plaintiffs’ characterization of the Subject Vehicles
12 and/or their components and functionalities, that there is or was any “defect,” and
13 that Plaintiffs have any basis for an actionable claim.

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17 261. These allegations contain argument and legal conclusions to which no
18 response is required. To the extent a response is required, MNAO denies the
19 allegations in this paragraph. MNAO further denies the allegations contained in this
20 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
21 MNAO also denies Plaintiffs’ characterization of the Subject Vehicles and/or their
22 components and functionalities, that there is or was any “defect,” and that Plaintiffs
23 have any basis for an actionable claim.

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27 262. These allegations contain argument and legal conclusions to which no
28 response is required. To the extent a response is required, MNAO denies the

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1 allegations in this paragraph because it is without knowledge or information
2 sufficient to form a belief as to the truth of the allegations in this paragraph, and
3 therefore denies them. MNAO further denies the allegations contained in this
4 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
5 Paragraph 262 also contains allegations regarding Plaintiffs’ class definitions and
6 does not require a response from MNAO. To the extent an answer is required,
7 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
8 can be certified as alleged in the TAC.
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12 263. These allegations contain argument and legal conclusions to which no
13 response is required. To the extent a response is required, MNAO denies the
14 allegations in this paragraph because it is without knowledge or information
15 sufficient to form a belief as to the truth of the allegations in this paragraph, and
16 therefore denies them. MNAO further denies the allegations contained in this
17 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
18 Paragraph 262 also contains allegations regarding Plaintiffs’ class definitions and
19 does not require a response from MNAO. To the extent an answer is required,
20 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
21 can be certified as alleged in the TAC.
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25 264. These allegations contain argument and legal conclusions to which no
26 response is required. To the extent a response is required, MNAO denies the
27 allegations in this paragraph. MNAO further denies the allegations contained in this
28

1 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
2 Paragraph 264 also contains allegations regarding Plaintiffs’ class definitions and
3 does not require a response from MNAO. To the extent an answer is required,
4 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
5 can be certified as alleged in the TAC.
6
7

8 **EIGHTH CAUSE OF ACTION**
9 **Violation of the Tennessee Consumer Protection Act,**
10 **Tenn. Code § 47-18-101, *et seq.***

11 **(Plaintiff Hinton on behalf of the Tennessee Class)**

12 265. MNAO incorporates the corresponding preceding answers as if they
13 were repeated and alleged verbatim here.

14 266. These allegations contain argument and legal conclusions to which no
15 response is required. To the extent a response is required, MNAO denies the
16 allegations in this paragraph because it is without knowledge or information
17 sufficient to form a belief as to the truth of the allegations in this paragraph, and
18 therefore denies them. MNAO further denies the allegations contained in this
19 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
20 Paragraph 266 also contains allegations regarding Plaintiffs’ class definitions and
21 does not require a response from MNAO. To the extent an answer is required,
22 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
23 can be certified as alleged in the TAC.
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1 267. These allegations contain argument and legal conclusions to which no
2 response is required. To the extent a response is required, MNAO denies the
3 allegations in this paragraph because it is without knowledge or information
4 sufficient to form a belief as to the truth of the allegations in this paragraph, and
5 therefore denies them. MNAO admits only that it is a California corporation. MNAO
6 further denies the allegations contained in this paragraph because they purport to
7 assert Plaintiffs’ subjective opinions as fact. Paragraph 267 also contains allegations
8 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
9 To the extent an answer is required, MNAO denies that Plaintiffs have properly
10 defined a class, or that a proposed class can be certified as alleged in the TAC.
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15 268. These allegations contain argument and legal conclusions to which no
16 response is required. To the extent a response is required, MNAO denies the
17 allegations in this paragraph because it is without knowledge or information
18 sufficient to form a belief as to the truth of the allegations in this paragraph, and
19 therefore denies them. Paragraph 268 also contains allegations regarding Plaintiffs’
20 class definitions and does not require a response from MNAO. To the extent an
21 answer is required, MNAO denies that Plaintiffs have properly defined a class, or
22 that a proposed class can be certified as alleged in the TAC.
23
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25 269. MNAO admits only that it distributes Mazda vehicles to independent,
26 authorized dealers located in the United States and as the warrantor of limited
27 express warranties, provides warranty-related services in the United States. MNAO
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1 denies that it is offering for sale, selling, or leasing the Subject Vehicles. These
2 allegations contain legal conclusions to which no response is required. To the extent
3 a response is required, MNAO denies the allegations in this paragraph.
4

5 270. These allegations contain argument and legal conclusions to which no
6 response is required. To the extent a response is required, MNAO denies the
7 allegations in this paragraph. MNAO further denies the allegations contained in this
8 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
9

10 271. These allegations contain argument and legal conclusions to which no
11 response is required. To the extent a response is required, MNAO denies the
12 allegations in this paragraph. MNAO further denies the allegations contained in this
13 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
14 Paragraph 271 also contains allegations regarding Plaintiffs’ class definitions and
15 does not require a response from MNAO. To the extent an answer is required,
16 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
17 can be certified as alleged in the TAC.
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21 272. These allegations contain argument and legal conclusions to which no
22 response is required. To the extent a response is required, MNAO denies the
23 allegations in this paragraph. MNAO further denies the allegations contained in this
24 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact. These
25 allegations contain argument and legal conclusions to which no response is required.
26 To the extent a response is required, MNAO denies the allegations in this paragraph.
27
28

1 273. These allegations contain argument and legal conclusions to which no
2 response is required. To the extent a response is required, MNAO denies the
3 allegations in this paragraph. MNAO further denies the allegations contained in this
4 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
5 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
6 their components and functionalities, that there is or was any “defect,” and that
7 Plaintiffs have any basis for an actionable claim.
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10 274. These allegations contain argument and legal conclusions to which no
11 response is required. To the extent a response is required, MNAO denies the
12 allegations in this paragraph. MNAO further denies the allegations contained in this
13 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
14 Paragraph 274 contains allegations regarding Plaintiffs’ class definitions and does
15 not require a response from MNAO. To the extent an answer is required, MNAO
16 denies that Plaintiffs have properly defined a class, or that a proposed class can be
17 certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of
18 the Subject Vehicles and/or their components and functionalities, that there is or was
19 any “defect,” and that Plaintiffs have any basis for an actionable claim.
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24 275. These allegations contain argument and legal conclusions to which no
25 response is required. To the extent a response is required, MNAO denies the
26 allegations in this paragraph because MNAO is without knowledge or information
27 sufficient to form a belief as to the truth of the allegations in this paragraph, and
28

1 therefore denies them. MNAO further denies the allegations contained in this
2 paragraph because they purport to assert Plaintiffs' subjective opinions as fact.
3
4 Paragraph 275 contains allegations regarding Plaintiffs' class definitions and does
5 not require a response from MNAO. To the extent an answer is required, MNAO
6 denies that Plaintiffs have properly defined a class, or that a proposed class can be
7 certified as alleged in the TAC.
8

9 276. These allegations contain argument and legal conclusions to which no
10 response is required. To the extent a response is required, MNAO denies the
11 allegations in this paragraph because MNAO is without knowledge or information
12 sufficient to form a belief as to the truth of the allegations in this paragraph, and
13 therefore denies them. Paragraph 276 contains allegations regarding Plaintiffs' class
14 definitions and does not require a response from MNAO. To the extent an answer is
15 required, MNAO denies that Plaintiffs have properly defined a class, or that a
16 proposed class can be certified as alleged in the TAC.
17
18

19 277. These allegations contain argument and legal conclusions to which no
20 response is required. To the extent a response is required, MNAO denies the
21 allegations in this paragraph. MNAO further denies the allegations contained in this
22 paragraph because they purport to assert Plaintiffs' subjective opinions as fact.
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24

25 278. These allegations contain argument and legal conclusions to which no
26 response is required. To the extent a response is required, MNAO denies the
27 allegations in this paragraph. MNAO further denies the allegations contained in this
28

1 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
2 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
3 their components and functionalities, that there is or was any “defect,” and that
4 Plaintiffs have any basis for an actionable claim. Paragraph 278 contains allegations
5 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
6
7 To the extent an answer is required, MNAO denies that Plaintiffs have properly
8 defined a class, or that a proposed class can be certified as alleged in the TAC.
9

10 279. These allegations contain argument and legal conclusions to which no
11 response is required. To the extent a response is required, MNAO denies the
12 allegations in this paragraph because it lacks sufficient knowledge or information to
13 admit or deny. MNAO further denies the allegations contained in this paragraph
14 because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 279
15 contains allegations regarding Plaintiffs’ class definitions and does not require a
16 response from MNAO. To the extent an answer is required, MNAO denies that
17 Plaintiffs have properly defined a class, or that a proposed class can be certified as
18 alleged in the TAC.
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22 280. These allegations contain argument and legal conclusions to which no
23 response is required. To the extent a response is required, MNAO denies the
24 allegations in this paragraph because it lacks sufficient knowledge or information to
25 admit or deny. MNAO further denies the allegations contained in this paragraph
26 because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 280
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1 contains allegations regarding Plaintiffs’ class definitions and does not require a
2 response from MNAO. To the extent an answer is required, MNAO denies that
3 Plaintiffs have properly defined a class, or that a proposed class can be certified as
4 alleged in the TAC.
5

6 281. These allegations contain argument and legal conclusions to which no
7 response is required. To the extent a response is required, MNAO denies the
8 allegations in this paragraph because it lacks sufficient knowledge or information to
9 admit or deny. MNAO further denies the allegations contained in this paragraph
10 because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 281
11 contains allegations regarding Plaintiffs’ class definitions and does not require a
12 response from MNAO. To the extent an answer is required, MNAO denies that
13 Plaintiffs have properly defined a class, or that a proposed class can be certified as
14 alleged in the TAC.
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18 282. These allegations contain argument and legal conclusions to which no
19 response is required. To the extent a response is required, MNAO denies the
20 allegations in this paragraph because it lacks sufficient knowledge or information to
21 admit or deny. MNAO further denies the allegations contained in this paragraph
22 because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 282
23 contains allegations regarding Plaintiffs’ class definitions and does not require a
24 response from MNAO. To the extent an answer is required, MNAO denies that
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1 Plaintiffs have properly defined a class, or that a proposed class can be certified as
2 alleged in the TAC.
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4 283. These allegations contain argument and legal conclusions to which no
5 response is required. To the extent a response is required, MNAO denies the
6 allegations in this paragraph. MNAO further denies the allegations contained in this
7 paragraph because they purport to assert Plaintiffs' subjective opinions as fact.
8

9 284. MNAO admits that Plaintiffs are attempting to seek certain relief in the
10 TAC but the appropriateness of such pleading presents legal questions (not factual
11 accounts) for which Defendant need not provide an answer. These allegations
12 contain argument and legal conclusions to which no response is required. To the
13 extent a response is required, MNAO denies the allegations in this paragraph.
14
15

16 **NINTH CAUSE OF ACTION**
17 **Breach of Express Warranty Pursuant to Tenn. Code § 47-2-313**

18 **(Plaintiff Hinton on behalf of the Tennessee Class)**

19 285. MNAO incorporates the corresponding preceding answers as if they
20 were repeated and alleged verbatim here.
21

22 286. MNAO admits that it distributes Mazda vehicles to independent,
23 authorized Mazda dealers location in the United States and, as the warrantor of
24 limited express warranties, provides warranty-related services in the United States.
25 MNAO refers the Court to the warranty booklets provided with the purchase or
26 leasing of a new Mazda vehicle, which is incorporated by reference, publicly
27 available, and speak for themselves.
28

1 287. MNAO is without knowledge or information sufficient to form a belief
2 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
3 refers the Court to the warranty booklets provided with the purchase or leasing of a
4 new Mazda vehicle, which is incorporated by reference, publicly available, and
5 speak for themselves. Paragraph 287 also contains allegations regarding Plaintiffs’
6 class definitions and does not require a response from MNAO. To the extent an
7 answer is required, MNAO denies that Plaintiffs have properly defined a class, or
8 that a proposed class can be certified as alleged in the TAC.
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12 288. These allegations contain argument and legal conclusions to which no
13 response is required. To the extent a response is required, MNAO denies the
14 allegations in this paragraph. MNAO further denies the allegations contained in this
15 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
16 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
17 their components and functionalities, that there is or was any “defect,” and that
18 Plaintiffs have any basis for an actionable claim.
19

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21 289. These allegations contain argument and legal conclusions to which no
22 response is required. To the extent a response is required, MNAO denies the
23 allegations in this paragraph. MNAO further denies the allegations contained in this
24 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
25 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
26 their components and functionalities, that there is or was any “defect,” and that
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1 Plaintiffs have any basis for an actionable claim. Paragraph 289 also contains
2 allegations regarding Plaintiffs’ class definitions and does not require a response
3 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
4 properly defined a class, or that a proposed class can be certified as alleged in the
5 TAC.
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8 290. These allegations contain argument and legal conclusions to which no
9 response is required. To the extent a response is required, MNAO denies the
10 allegations in this paragraph. MNAO further denies the allegations contained in this
11 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
12 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
13 their components and functionalities, that there is or was any “defect,” and that
14 Plaintiffs have any basis for an actionable claim. Paragraph 290 also contains
15 allegations regarding Plaintiffs’ class definitions and does not require a response
16 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
17 properly defined a class, or that a proposed class can be certified as alleged in the
18 TAC.
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22 291. These allegations contain argument and legal conclusions to which no
23 response is required. To the extent a response is required, MNAO denies the
24 allegations in this paragraph because it lacks sufficient knowledge or information to
25 admit or deny. MNAO further denies the allegations contained in this paragraph
26 because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 291
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1 also contains allegations regarding Plaintiffs’ class definitions and does not require
2 a response from MNAO. To the extent an answer is required, MNAO denies that
3 Plaintiffs have properly defined a class, or that a proposed class can be certified as
4 alleged in the TAC.
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6 292. These allegations contain argument and legal conclusions to which no
7 response is required. To the extent a response is required, MNAO denies the
8 allegations in this paragraph because it lacks sufficient knowledge or information to
9 admit or deny. MNAO further denies the allegations contained in this paragraph
10 because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 291
11 also contains allegations regarding Plaintiffs’ class definitions and does not require
12 a response from MNAO. To the extent an answer is required, MNAO denies that
13 Plaintiffs have properly defined a class, or that a proposed class can be certified as
14 alleged in the TAC.
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18 293. These allegations contain argument and legal conclusions to which no
19 response is required. To the extent a response is required, MNAO denies the
20 allegations in this paragraph because it is without knowledge or information
21 sufficient to form a belief as to the truth of the allegations in this paragraph, and
22 therefore denies them. MNAO further denies the allegations contained in this
23 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
24 Paragraph 293 also contains allegations regarding Plaintiffs’ class definitions and
25 does not require a response from MNAO. To the extent an answer is required,
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1 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
2 can be certified as alleged in the TAC.

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4 294. MNAO admits that Plaintiffs are attempting to seek certain relief in the
5 TAC but the appropriateness of such pleading presents legal questions (not factual
6 accounts) for which Defendant need not provide an answer. These allegations
7 contain argument and legal conclusions to which no response is required. To the
8 extent a response is required, MNAO denies the allegations in this paragraph.
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11 **TENTH CAUSE OF ACTION**
12 **Violation of the Consumers Legal Remedies Act,**
13 **Cal. Civil Code §§ 1750, et seq.**
14
15 **(Plaintiff Gilinets on behalf of the California Class)**

16 295. MNAO incorporates the corresponding preceding answers as if they
17 were repeated and alleged verbatim here.

18 296. The California Consumers Legal Remedies Act speaks for itself and
19 this paragraph requires no response.

20 297. MNAO admits it is a California corporation. These allegations contain
21 argument and legal conclusions to which no response is required.

22 298. These allegations contain argument and legal conclusions to which no
23 response is required. To the extent a response is required, MNAO denies the
24 allegations in this paragraph because it is without knowledge or information
25 sufficient to form a belief as to the truth of the allegations in this paragraph, and
26 therefore denies them. Paragraph 298 also contains allegations regarding Plaintiffs'
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1 class definitions and does not require a response from MNAO. To the extent an
2 answer is required, MNAO denies that Plaintiffs have properly defined a class, or
3 that a proposed class can be certified as alleged in the TAC.
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5 299. These allegations contain argument and legal conclusions to which no
6 response is required. To the extent a response is required, MNAO denies the
7 allegations in this paragraph because it is without knowledge or information
8 sufficient to form a belief as to the truth of the allegations in this paragraph, and
9 therefore denies them. Paragraph 299 also contains allegations regarding Plaintiffs'
10 class definitions and does not require a response from MNAO. To the extent an
11 answer is required, MNAO denies that Plaintiffs have properly defined a class, or
12 that a proposed class can be certified as alleged in the TAC.
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16 300. These allegations contain argument and legal conclusions to which no
17 response is required. To the extent a response is required, MNAO denies the
18 allegations in this paragraph because it is without knowledge or information
19 sufficient to form a belief as to the truth of the allegations in this paragraph, and
20 therefore denies them. Paragraph 300 also contains allegations regarding Plaintiffs'
21 class definitions and does not require a response from MNAO. To the extent an
22 answer is required, MNAO denies that Plaintiffs have properly defined a class, or
23 that a proposed class can be certified as alleged in the TAC.
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27 301. These allegations contain argument and legal conclusions to which no
28 response is required. To the extent a response is required, MNAO denies the

1 allegations in this paragraph because it is without knowledge or information
2 sufficient to form a belief as to the truth of the allegations in this paragraph, and
3 therefore denies them. Paragraph 301 also contains allegations regarding Plaintiffs'
4 class definitions and does not require a response from MNAO. To the extent an
5 answer is required, MNAO denies that Plaintiffs have properly defined a class, or
6 that a proposed class can be certified as alleged in the TAC.
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9 302. These allegations contain argument and legal conclusions to which no
10 response is required. To the extent a response is required, MNAO denies the
11 allegations in this paragraph because it is without knowledge or information
12 sufficient to form a belief as to the truth of the allegations in this paragraph, and
13 therefore denies them.
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16 303. These allegations contain argument and legal conclusions to which no
17 response is required. To the extent a response is required, MNAO denies the
18 allegations in this paragraph. Paragraph 303 also contains allegations regarding
19 Plaintiffs' class definitions and does not require a response from MNAO. To the
20 extent an answer is required, MNAO denies that Plaintiffs have properly defined a
21 class, or that a proposed class can be certified as alleged in the TAC. MNAO further
22 denies Plaintiffs' characterization of the Subject Vehicles and/or their components
23 and functionalities, that there is or was any "defect," and that Plaintiffs have any
24 basis for an actionable claim.
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1 304. These allegations contain argument and legal conclusions to which no
2 response is required. To the extent a response is required, MNAO denies the
3 allegations in this paragraph. MNAO further denies the allegations contained in this
4 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
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6 305. These allegations contain argument and legal conclusions to which no
7 response is required. To the extent a response is required, MNAO denies the
8 allegations in this paragraph. MNAO further denies the allegations contained in this
9 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
10 Paragraph 305 also contains allegations regarding Plaintiffs’ class definitions and
11 does not require a response from MNAO. To the extent an answer is required,
12 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
13 can be certified as alleged in the TAC. MNAO further denies Plaintiffs’
14 characterization of the Subject Vehicles and/or their components and functionalities,
15 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
16 claim.
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21 306. These allegations contain argument and legal conclusions to which no
22 response is required. To the extent a response is required, MNAO denies the
23 allegations in this paragraph. MNAO further denies the allegations contained in this
24 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
25 Paragraph 306 also contains allegations regarding Plaintiffs’ class definitions and
26 does not require a response from MNAO. To the extent an answer is required,
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1 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
2 can be certified as alleged in the TAC. MNAO further denies Plaintiffs’
3 characterization of the Subject Vehicles and/or their components and functionalities,
4 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
5 claim.
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8 307. These allegations contain argument and legal conclusions to which no
9 response is required. To the extent a response is required, MNAO denies the
10 allegations in this paragraph. MNAO further denies the allegations contained in this
11 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
12 Paragraph 307 also contains allegations regarding Plaintiffs’ class definitions and
13 does not require a response from MNAO. To the extent an answer is required,
14 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
15 can be certified as alleged in the TAC. MNAO further denies Plaintiffs’
16 characterization of the Subject Vehicles and/or their components and functionalities,
17 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
18 claim.
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22 308. These allegations contain argument and legal conclusions to which no
23 response is required. To the extent a response is required, MNAO denies the
24 allegations in this paragraph. MNAO further denies the allegations contained in this
25 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact.
26 Paragraph 308 also contains allegations regarding Plaintiffs’ class definitions and
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1 does not require a response from MNAO. To the extent an answer is required,
2 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
3 can be certified as alleged in the TAC. MNAO further denies Plaintiffs'
4 characterization of the Subject Vehicles and/or their components and functionalities,
5 that there is or was any "defect," and that Plaintiffs have any basis for an actionable
6 claim.
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9 309. These allegations contain argument and legal conclusions to which no
10 response is required. To the extent a response is required, MNAO denies the
11 allegations in this paragraph. MNAO further denies the allegations contained in this
12 paragraph because they purport to assert Plaintiffs' subjective opinions as fact.
13 Paragraph 309 also contains allegations regarding Plaintiffs' class definitions and
14 does not require a response from MNAO. To the extent an answer is required,
15 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
16 can be certified as alleged in the TAC.
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20 310. These allegations contain argument and legal conclusions to which no
21 response is required. To the extent a response is required, MNAO denies the
22 allegations in this paragraph. MNAO further denies the allegations contained in this
23 paragraph because they purport to assert Plaintiffs' subjective opinions as fact.
24 Paragraph 305 also contains allegations regarding Plaintiffs' class definitions and
25 does not require a response from MNAO. To the extent an answer is required,
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1 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
2 can be certified as alleged in the TAC.

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4 311. These allegations contain argument and legal conclusions to which no
5 response is required. To the extent a response is required, MNAO lacks sufficient
6 information or knowledge to admit or deny and therefore denies these allegations.
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8 MNAO further denies the allegations contained in this paragraph because they
9 purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 311 also contains
10 allegations regarding Plaintiffs’ class definitions and does not require a response
11 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
12 properly defined a class, or that a proposed class can be certified as alleged in the
13 TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles
14 and/or their components and functionalities, that there is or was any “defect,” and
15 that Plaintiffs have any basis for an actionable claim.
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19 312. These allegations contain argument and legal conclusions to which no
20 response is required. To the extent a response is required, MNAO denies the
21 allegations in this paragraph because it is without knowledge or information
22 sufficient to form a belief as to the truth of the allegations in this paragraph, and
23 therefore denies them. Paragraph 312 also contains allegations regarding Plaintiffs’
24 class definitions and does not require a response from MNAO. To the extent an
25 answer is required, MNAO denies that Plaintiffs have properly defined a class, or
26 that a proposed class can be certified as alleged in the TAC. MNAO further denies
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1 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
2 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
3 for an actionable claim.
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5 313. This paragraph contains legal conclusions to which no response is
6 required. To the extent a response is required, MNAO is without knowledge or
7 information sufficient to form a belief as to the truth of the allegations in this
8 paragraph, and therefore denies them. MNAO also denies the allegations contained
9 in this paragraph because they purport to assert Plaintiffs’ subjective opinions as
10 fact. Paragraph 313 also contains allegations regarding Plaintiffs’ class definitions
11 and does not require a response from MNAO. To the extent an answer is required,
12 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
13 can be certified as alleged in the TAC. MNAO further denies Plaintiffs’
14 characterization of the Subject Vehicles and/or their components and functionalities,
15 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
16 claim.
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21 314. This paragraph contains legal conclusions to which no response is
22 required. To the extent a response is required, MNAO denies the allegations of this
23 paragraph. MNAO also denies the allegations contained in this paragraph because
24 they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 314 also
25 contains allegations regarding Plaintiffs’ class definitions and does not require a
26 response from MNAO. To the extent an answer is required, MNAO denies that
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1 Plaintiffs have properly defined a class, or that a proposed class can be certified as
2 alleged in the TAC.
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4 315. This paragraph contains legal conclusions to which no response is
5 required. To the extent a response is required, MNAO denies these allegations.
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7 316. This paragraph contains legal conclusions to which no response is
8 required. To the extent a response is required, MNAO denies these allegations.
9 MNAO also denies the allegations contained in this paragraph because they purport
10 to assert Plaintiffs' subjective opinions as fact. MNAO denies the allegations in this
11 paragraph.
12

13 317. This paragraph contains legal conclusions to which no response is
14 required. To the extent a response is required, MNAO denies these allegations.
15 MNAO also denies the allegations contained in this paragraph because they purport
16 to assert Plaintiffs' subjective opinions as fact.
17

18 318. This paragraph contains legal conclusions to which no response is
19 required. To the extent a response is required, MNAO denies these allegations.
20 MNAO also denies the allegations contained in this paragraph because they purport
21 to assert Plaintiffs' subjective opinions as fact. MNAO denies the allegations in this
22 paragraph.
23

24 319. This paragraph contains legal conclusions to which no response is
25 required. To the extent a response is required, MNAO denies these allegations.
26 MNAO also denies the allegations contained in this paragraph because they purport
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1 to assert Plaintiffs’ subjective opinions as fact. Paragraph 319 also contains
2 allegations regarding Plaintiffs’ class definitions and does not require a response
3 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
4 properly defined a class, or that a proposed class can be certified as alleged in the
5 TAC.
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8 320. This paragraph calls for expert opinion to which MNAO need not
9 respond. To the extent this allegation is deemed to require a response, MNAO denies
10 this allegation. MNAO also denies the allegations contained in this paragraph
11 because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 320
12 also contains allegations regarding Plaintiffs’ class definitions and does not require
13 a response from MNAO. To the extent an answer is required, MNAO denies that
14 Plaintiffs have properly defined a class, or that a proposed class can be certified as
15 alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject
16 Vehicles and/or their components and functionalities, that there is or was any
17 “defect,” and that Plaintiffs have any basis for an actionable claim.
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21 321. This paragraph contains legal conclusions to which no response is
22 required. To the extent this allegation is deemed to require a response, MNAO denies
23 this allegation.
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25 322. MNAO admits that Plaintiffs are attempting to seek certain relief in the
26 TAC but the appropriateness of such pleading presents legal questions (not factual
27 accounts) for which Defendant need not provide an answer. These allegations
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1 contain argument and legal conclusions to which no response is required. To the
2 extent a response is required, MNAO denies the allegations in this paragraph.
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4 **ELEVENTH CAUSE OF ACTION**

5 The TAC does not contain an eleventh cause of action section heading and
6 therefore a response is not required.
7

8 **TWELTH CAUSE OF ACTION**

9 **Breach of Implied Warranty Pursuant to Song-Beverly
10 Consumer Warranty Act – Cal. Civ. Code §§ 1792 and 1791.1, *et seq.***

11 **(Plaintiff Gilinets on behalf of the California Class)**

12 323. MNAO incorporates the corresponding preceding answers as if they
13 were repeated and alleged verbatim here.

14 324. This paragraph contains legal conclusions to which no response is
15 required. To the extent a response is required, MNAO denies this allegation.
16

17 325. This paragraph contains legal conclusions to which no response is
18 required. MNAO admits that it distributes Mazda vehicles to independent,
19 authorized dealers located in the United States and, as the warrantor of limited
20 express warranties, provides warranty-related services in the United States. MNAO
21 does not sell vehicles directly to consumers.
22

23 326. This paragraph contains argument and legal conclusions to which no
24 response is required. MNAO admits that it distributes Mazda vehicles to
25 independent, authorized dealers located in the United States and, as the warrantor of
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limited express warranties, provides warranty-related services in the United States. MNAO does not sell vehicles directly to consumers.

327. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO also denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 327 also contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim.

328. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations. MNAO also denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 328 also contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC.

THIRTEENTH CAUSE OF ACTION

Breach of Express Warranty under Cal. Comm. Code § 2313

(Plaintiff Gilinets on behalf of the California Class)

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329. MNAO incorporates the corresponding preceding answers as if they were repeated and alleged verbatim here.

330. MNAO admits that it distributes Mazda vehicles to independent, authorized dealers located in the United States and, as the warrantor of limited express warranties, provides warranty-related services in the United States. MNAO admits that certain documents and materials were included with the Subject Vehicles at the time of sale including an owner’s manual, warranty booklets, and maintenance guide. These documents and materials speak for themselves. As to the remaining allegations, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

331. MNAO admits that it distributes Mazda vehicles to independent, authorized dealers located in the United States and, as the warrantor of limited express warranties, provides warranty-related services in the United States. MNAO admits that certain documents and materials were included with the Subject Vehicles at the time of sale including an owner’s manual, warranty booklets, and maintenance guide. These documents and materials speak for themselves. As to the remaining allegations, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

1 332. MNAO admits that certain documents and materials were included with
2 the Subject Vehicles at the time of sale including an owner’s manual, warranty
3 booklets, and maintenance guide. These documents and materials speak for
4 themselves. MNAO also denies the allegations contained in this paragraph because
5 they purport to assert Plaintiffs’ subjective opinions as fact. This paragraph contains
6 legal conclusions to which no response is required. To the extent a response is
7 required, MNAO is without knowledge or information sufficient to form a belief as
8 to the truth of the allegations in this paragraph and therefore denies them.

9 333. This paragraph contains legal conclusions to which no response is
10 required. To the extent a response is required, MNAO denies the allegation. MNAO
11 also denies the allegations contained in this paragraph because they purport to assert
12 Plaintiffs’ subjective opinions as fact. Paragraph 333 also contains allegations
13 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
14 To the extent an answer is required, MNAO denies that Plaintiffs have properly
15 defined a class, or that a proposed class can be certified as alleged in the TAC.
16 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
17 their components and functionalities, that there is or was any “defect,” and that
18 Plaintiffs have any basis for an actionable claim.

19 334. This paragraph contains legal conclusions to which no response is
20 required. To the extent a response is required, MNAO denies the allegations. MNAO
21 also denies the allegations contained in this paragraph because they purport to assert
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1 Plaintiffs’ subjective opinions as fact. Paragraph 334 also contains allegations
2 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
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4 To the extent an answer is required, MNAO denies that Plaintiffs have properly
5 defined a class, or that a proposed class can be certified as alleged in the TAC.
6
7 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
8 their components and functionalities, that there is or was any “defect,” and that
9 Plaintiffs have any basis for an actionable claim.

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11 335. This paragraph contains legal conclusions to which no response is
12 required. To the extent a response is required, MNAO lacks sufficient knowledge
13 and information to either admit or deny, and on that basis denies the allegations of
14 this paragraph. MNAO also denies the allegations contained in this paragraph
15 because they purport to assert Plaintiffs’ subjective opinions as fact. Paragraph 335
16 also contains allegations regarding Plaintiffs’ class definitions and does not require
17 a response from MNAO. To the extent an answer is required, MNAO denies that
18 Plaintiffs have properly defined a class, or that a proposed class can be certified as
19 alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject
20 Vehicles and/or their components and functionalities, that there is or was any
21 “defect,” and that Plaintiffs have any basis for an actionable claim.
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25 336. This paragraph contains legal conclusions to which no response is
26 required. To the extent a response is required, MNAO lacks sufficient knowledge
27 and information to either admit or deny, and on that basis denies the allegations.
28

1 MNAO also denies the allegations contained in this paragraph because they purport
2 to assert Plaintiffs’ subjective opinions as fact. Paragraph 336 also contains
3 allegations regarding Plaintiffs’ class definitions and does not require a response
4 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
5 properly defined a class, or that a proposed class can be certified as alleged in the
6 TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles
7 and/or their components and functionalities, that there is or was any “defect,” and
8 that Plaintiffs have any basis for an actionable claim.

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12 337. This paragraph contains legal conclusions to which no response is
13 required. To the extent a response is required, MNAO denies these allegations.
14 MNAO also denies the allegations contained in this paragraph because they purport
15 to assert Plaintiffs’ subjective opinions as fact. Paragraph 337 also contains
16 allegations regarding Plaintiffs’ class definitions and does not require a response
17 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
18 properly defined a class, or that a proposed class can be certified as alleged in the
19 TAC.
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23 **FOURTEENTH CAUSE OF ACTION**
24 **Breach of Express Warranty Pursuant to Song-Beverly**
25 **Consumer Warranty Act – Cal. Civ. Code §§ 1793 and 1791.2, *et seq.***
26 **(Plaintiff Gilinets on behalf of the California Class)**

27 338. MNAO incorporates the corresponding preceding answers as if they
28 were repeated and alleged verbatim here.

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339. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, MNAO is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and therefore denies them.

340. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, MNAO denies these allegations. MNAO distributes Mazda vehicles to independent, authorized dealers located in the United States and, as the warrantor of limited express warranties, provides warranty-related services in the United States.

341. This paragraph contains legal conclusions to which no response is required.

342. Cal. Civ. Code § 1794 speaks for itself and this paragraph requires no response. MNAO admits it provides a New Vehicle Limited Warranty and a Powertrain Limited Warranty with new Mazda vehicles.

343. MNAO admits that it distributes Mazda vehicles to independent, authorized dealers located in the United States and, as the warrantor of limited express warranties, provides warranty-related services in the United States. MNAO admits that certain documents and materials were included with the Subject Vehicles at the time of sale including an owner’s manual, warranty booklets, and maintenance guide. These documents and materials speak for themselves. As to the remaining

1 allegations, MNAO is without knowledge or information sufficient to form a belief
2 as to the truth of the allegations in this paragraph, and therefore denies them.
3

4 344. This paragraph contains legal conclusions to which no response is
5 required. To the extent that a response is required, MNAO is without knowledge or
6 information sufficient to form a belief as to the truth of the allegations in this
7 paragraph, and therefore denies them. MNAO admits that certain documents and
8 materials were included with the Subject Vehicles at the time of sale including the
9 owner’s manual, warranty booklets, and maintenance guide. These documents and
10 materials speak for themselves. As to the remaining allegations, MNAO is also
11 without knowledge or information sufficient to form a belief as to the truth of the
12 allegations in this paragraph, and therefore denies them.
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16 345. This paragraph contains legal conclusions to which no response is
17 required. To the extent that a response is required, MNAO denies these allegations.
18 Paragraph 345 also contains allegations regarding Plaintiffs’ class definitions and
19 does not require a response from MNAO. To the extent an answer is required,
20 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
21 can be certified as alleged in the TAC. MNAO further denies Plaintiffs’
22 characterization of the Subject Vehicles and/or their components and functionalities,
23 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
24 claim.
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1 346. This paragraph contains legal conclusions to which no response is
2 required. To the extent that a response is required, MNAO is without knowledge or
3 information sufficient to form a belief as to the truth of the allegations in this
4 paragraph, and therefore denies them. This paragraph also contains allegations
5 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
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7 To the extent an answer is required, MNAO denies that Plaintiffs have properly
8 defined a class, or that a proposed class can be certified as alleged in the TAC.
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10 347. This paragraph contains legal conclusions to which no response is
11 required. To the extent that a response is required, MNAO is without knowledge or
12 information sufficient to form a belief as to the truth of the allegations in this
13 paragraph, and therefore denies them. This paragraph also contains allegations
14 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
15
16 To the extent an answer is required, MNAO denies that Plaintiffs have properly
17 defined a class, or that a proposed class can be certified as alleged in the TAC.
18

19 348. This paragraph contains legal conclusions to which no response is
20 required. To the extent that a response is required, MNAO is without knowledge or
21 information sufficient to form a belief as to the truth of the allegations in this
22 paragraph, and therefore denies them. This paragraph also contains allegations
23 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
24
25 To the extent an answer is required, MNAO denies that Plaintiffs have properly
26 defined a class, or that a proposed class can be certified as alleged in the TAC.
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349. This paragraph contains legal conclusions to which no response is required. To the extent that a response is required, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. This paragraph also contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC.

FIFTHTEENTH CAUSE OF ACTION
Illinois Consumer Fraud and Deceptive Business Practices Act
(815 ILCS 505/1, ET SEQ. and 720 ILCS 295/1A)

(Plaintiff Knysz on behalf of the Illinois Class)

350. MNAO incorporates the corresponding preceding answers as if they were repeated and alleged verbatim here.

351. The Illinois Consumer Fraud and Deceptive Business Practice Act speaks for itself and does not require a response.

352. This paragraph contains legal conclusions to which no response is required. MNAO admits that it is a California corporation.

353. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

1 354. This paragraph contains legal conclusions to which no response is
2 required. To the extent a response is required, MNAO denies the allegations in this
3 paragraph.
4

5 355. This paragraph contains legal conclusions to which no response is
6 required. To the extent a response is required, MNAO denies the allegations in this
7 paragraph. Paragraph 355 also contains allegations regarding Plaintiffs’ class
8 definitions and does not require a response from MNAO. To the extent an answer is
9 required, MNAO denies that Plaintiffs have properly defined a class, or that a
10 proposed class can be certified as alleged in the TAC. MNAO further denies
11 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
12 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
13 for an actionable claim.
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17 356. This paragraph contains legal conclusions to which no response is
18 required. To the extent a response is required, MNAO denies the allegations in this
19 paragraph.
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21 357. This paragraph contains legal conclusions to which no response is
22 required. To the extent a response is required, MNAO denies the allegations in this
23 paragraph. Paragraph 357 also contains allegations regarding Plaintiffs’ class
24 definitions and does not require a response from MNAO. To the extent an answer is
25 required, MNAO denies that Plaintiffs have properly defined a class, or that a
26 proposed class can be certified as alleged in the TAC. MNAO further denies
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1 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
2 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
3 for an actionable claim.
4

5 358. This paragraph contains legal conclusions to which no response is
6 required. To the extent a response is required, MNAO denies the allegations in this
7 paragraph. Paragraph 358 also contains allegations regarding Plaintiffs’ class
8 definitions and does not require a response from MNAO. To the extent an answer is
9 required, MNAO denies that Plaintiffs have properly defined a class, or that a
10 proposed class can be certified as alleged in the TAC. MNAO further denies
11 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
12 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
13 for an actionable claim.
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17 359. This paragraph contains legal conclusions to which no response is
18 required. To the extent a response is required, MNAO is without knowledge or
19 information sufficient to form a belief as to the truth of the allegations in this
20 paragraph, and therefore denies them. Paragraph 359 also contains allegations
21 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
22 To the extent an answer is required, MNAO denies that Plaintiffs have properly
23 defined a class, or that a proposed class can be certified as alleged in the TAC.
24 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
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1 their components and functionalities, that there is or was any “defect,” and that
2 Plaintiffs have any basis for an actionable claim.
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4 360. This paragraph contains legal conclusions to which no response is
5 required. To the extent a response is required, MNAO is without knowledge or
6 information sufficient to form a belief as to the truth of the allegations in this
7 paragraph, and therefore denies them. Paragraph 360 also contains allegations
8 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
9 To the extent an answer is required, MNAO denies that Plaintiffs have properly
10 defined a class, or that a proposed class can be certified as alleged in the TAC.
11 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
12 their components and functionalities, that there is or was any “defect,” and that
13 Plaintiffs have any basis for an actionable claim.
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17 361. This paragraph contains legal conclusions to which no response is
18 required. To the extent a response is required, MNAO denies the allegations in this
19 paragraph. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles
20 and/or their components and functionalities, that there is or was any “defect,” and
21 that Plaintiffs have any basis for an actionable claim.
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23

24 362. This paragraph contains legal conclusions to which no response is
25 required. To the extent a response is required, MNAO is without knowledge or
26 information sufficient to form a belief as to the truth of the allegations in this
27 paragraph, and therefore denies them. Paragraph 362 also contains allegations
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1 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
2 To the extent an answer is required, MNAO denies that Plaintiffs have properly
3 defined a class, or that a proposed class can be certified as alleged in the TAC.
4

5 363. This paragraph contains legal conclusions to which no response is
6 required. To the extent a response is required, MNAO is without knowledge or
7 information sufficient to form a belief as to the truth of the allegations in this
8 paragraph, and therefore denies them. Paragraph 363 also contains allegations
9 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
10 To the extent an answer is required, MNAO denies that Plaintiffs have properly
11 defined a class, or that a proposed class can be certified as alleged in the TAC.
12 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
13 their components and functionalities, that there is or was any “defect,” and that
14 Plaintiffs have any basis for an actionable claim.
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18 364. This paragraph contains legal conclusions to which no response is
19 required. To the extent a response is required, MNAO is without knowledge or
20 information sufficient to form a belief as to the truth of the allegations in this
21 paragraph, and therefore denies them. Paragraph 364 also contains allegations
22 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
23 To the extent an answer is required, MNAO denies that Plaintiffs have properly
24 defined a class, or that a proposed class can be certified as alleged in the TAC.
25 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
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1 their components and functionalities, that there is or was any “defect,” and that
2 Plaintiffs have any basis for an actionable claim.
3

4 365. This paragraph contains legal conclusions to which no response is
5 required. To the extent a response is required, MNAO is without knowledge or
6 information sufficient to form a belief as to the truth of the allegations in this
7 paragraph, and therefore denies them. Paragraph 365 also contains allegations
8 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
9 To the extent an answer is required, MNAO denies that Plaintiffs have properly
10 defined a class, or that a proposed class can be certified as alleged in the TAC.
11 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
12 their components and functionalities, that there is or was any “defect,” and that
13 Plaintiffs have any basis for an actionable claim.
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17 366. This paragraph contains legal conclusions to which no response is
18 required. To the extent a response is required, MNAO denies this allegation.
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20 367. MNAO admits that Plaintiffs are attempting to seek certain relief in the
21 TAC but the appropriateness of such pleading presents legal questions (not factual
22 accounts) for which Defendant need not provide an answer. These allegations
23 contain argument and legal conclusions to which no response is required. To the
24 extent a response is required, MNAO denies the allegations in this paragraph.
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SIXTEENTH CAUSE OF ACTION

**Breach of the Implied Warranty of Merchantability Pursuant to
810 ILCS §§ 5/2-314 and 5/2A-212**

(Plaintiff Knysz on behalf of the Illinois Class)

368. MNAO incorporates the corresponding preceding answers as if they were repeated and alleged verbatim here.

369. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO distributes Mazda vehicles to independent, authorized dealers located in the United States and, as the warrantor of limited express warranties, provides warranty-related services in the United States.

370. This paragraph contains legal conclusions to which no response is required.

371. 810 ILCS §§ 5/2-104(1) and 5/2A-103(3) speak for themselves and a response is not required. To the extent a response is required, MNAO denies the allegations in this paragraph.

372. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. This paragraph also contains allegations regarding Plaintiffs' class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC.

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373. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact. This paragraph contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim.

374. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO denies the allegations in this paragraph. MNAO further denies the allegations contained in this paragraph because they purport to assert Plaintiffs’ subjective opinions as fact. This paragraph contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have properly defined a class, or that a proposed class can be certified as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or their components and functionalities, that there is or was any “defect,” and that Plaintiffs have any basis for an actionable claim.

SEVENTEENTH CAUSE OF ACTION

Breach of Express Warranty Pursuant to 810 Ill. Comp. Stat. Ann. 5/2-313

(Plaintiff Knysz on behalf of the Illinois Class)

375. MNAO incorporates the corresponding preceding answers as if they were repeated and alleged verbatim here.

376. MNAO admits that it distributes Mazda vehicles to independent, authorized dealers located in the United States and, as the warrantor of limited express warranties, provides warranty-related services in the United States. MNAO admits that certain documents and materials were included with the Subject Vehicles at the time of sale including an owner’s manual, warranty booklets, and maintenance guide. These documents and materials speak for themselves. As for the remaining allegations, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them.

377. MNAO admits that certain documents and materials were included with the Subject Vehicles at the time of sale including an owner’s manual, warranty booklets, and maintenance guide. These documents and materials speak for themselves. These allegations contain argument and legal conclusions to which no response is required. To the extent a response is required, MNAO is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies them. This paragraph contains allegations regarding Plaintiffs’ class definitions and does not require a response from MNAO.

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1 To the extent an answer is required, MNAO denies that Plaintiffs have properly
2 defined a class, or that a proposed class can be certified as alleged in the TAC.

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4 378. MNAO admits that certain documents and materials were included with
5 the Subject Vehicles at the time of sale including an owner’s manual, warranty
6 booklets, and maintenance guide. These documents and materials speak for
7 themselves. These allegations contain argument and legal conclusions to which no
8 response is required. To the extent a response is required, MNAO is without
9 knowledge or information sufficient to form a belief as to the truth of the allegations
10 in this paragraph, and therefore denies them. This paragraph contains allegations
11 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
12 To the extent an answer is required, MNAO denies that Plaintiffs have properly
13 defined a class, or that a proposed class can be certified as alleged in the TAC.
14 MNAO further denies Plaintiffs’ characterization of the Subject Vehicles and/or
15 their components and functionalities, that there is or was any “defect,” and that
16 Plaintiffs have any basis for an actionable claim.

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21 379. These allegations contain argument and legal conclusions to which no
22 response is required. To the extent a response is required, MNAO denies the
23 allegations in this paragraph. MNAO further denies the allegations contained in this
24 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact. This
25 paragraph contains allegations regarding Plaintiffs’ class definitions and does not
26 require a response from MNAO. To the extent an answer is required, MNAO denies
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1 that Plaintiffs have properly defined a class, or that a proposed class can be certified
2 as alleged in the TAC. MNAO further denies Plaintiffs’ characterization of the
3 Subject Vehicles and/or their components and functionalities, that there is or was
4 any “defect,” and that Plaintiffs have any basis for an actionable claim.
5

6 380. These allegations contain argument and legal conclusions to which no
7 response is required. To the extent a response is required, MNAO denies the
8 allegations in this paragraph. MNAO further denies the allegations contained in this
9 paragraph because they purport to assert Plaintiffs’ subjective opinions as fact. This
10 paragraph contains allegations regarding Plaintiffs’ class definitions and does not
11 require a response from MNAO. To the extent an answer is required, MNAO denies
12 that Plaintiffs have properly defined a class, or that a proposed class can be certified
13 as alleged in the TAC.
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17 381. These allegations contain argument and legal conclusions to which no
18 response is required. To the extent a response is required, MNAO is without
19 knowledge or information sufficient to form a belief as to the truth of the allegations
20 in this paragraph, and therefore denies them. MNAO further denies the allegations
21 contained in this paragraph because they purport to assert Plaintiffs’ subjective
22 opinions as fact. This paragraph contains allegations regarding Plaintiffs’ class
23 definitions and does not require a response from MNAO. To the extent an answer is
24 required, MNAO denies that Plaintiffs have properly defined a class, or that a
25 proposed class can be certified as alleged in the TAC.
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1 382. These allegations contain argument and legal conclusions to which no
2 response is required. To the extent a response is required, MNAO denies this
3 allegation.
4

5 **EIGHTEENTH CAUSE OF ACTION**
6 **North Carolina’s Unfair and Deceptive Trade Practices Act,**
7 **(“NCUDTPA”) N.C. Gen. Stat. § 75.1.1, *et seq.***

8 **(Plaintiff Amy Bradshaw on behalf of the North Carolina Class)**

9 383. MNAO incorporates the corresponding preceding answers as if they
10 were repeated and alleged verbatim here.
11

12 384. North Carolina’s Unfair and Deceptive Trade Practices Act, N.C. Gen.
13 Stat §§ 75.1.1 speaks for itself and a response is not required.
14

15 385. This paragraph contains legal conclusions to which no response is
16 required. To the extent a response is required, MNAO denies the allegations in this
17 paragraph.
18

19 386. This paragraph contains legal conclusions to which no response is
20 required. To the extent a response is required, MNAO denies the allegations in this
21 paragraph. This paragraph also contains allegations regarding Plaintiffs’ class
22 definitions and does not require a response from MNAO. To the extent an answer is
23 required, MNAO denies that Plaintiffs have properly defined a class, or that a
24 proposed class can be certified as alleged in the TAC. MNAO further denies
25 Plaintiffs’ characterization of the Subject Vehicles and/or their components and
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1 functionalities, that there is or was any “defect,” and that Plaintiffs have any basis
2 for an actionable claim.

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4 387. This paragraph contains legal conclusions to which no response is
5 required. To the extent a response is required, MNAO denies the allegations in this
6 paragraph.

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8 388. This paragraph contains legal conclusions to which no response is
9 required. To the extent a response is required, MNAO denies the allegations in this
10 paragraph. MNAO further denies the allegations contained in this paragraph because
11 they purport to assert Plaintiffs’ subjective opinions as fact. This paragraph contains
12 allegations regarding Plaintiffs’ class definitions and does not require a response
13 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
14 properly defined a class, or that a proposed class can be certified as alleged in the
15 TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles
16 and/or their components and functionalities, that there is or was any “defect,” and
17 that Plaintiffs have any basis for an actionable claim.

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21 389. This paragraph contains legal conclusions to which no response is
22 required. To the extent a response is required, MNAO denies the allegations in this
23 paragraph. MNAO further denies the allegations contained in this paragraph because
24 they purport to assert Plaintiffs’ subjective opinions as fact. This paragraph contains
25 allegations regarding Plaintiffs’ class definitions and does not require a response
26 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
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1 properly defined a class, or that a proposed class can be certified as alleged in the
2 TAC. MNAO further denies Plaintiffs’ characterization of the Subject Vehicles
3 and/or their components and functionalities, that there is or was any “defect,” and
4 that Plaintiffs have any basis for an actionable claim.
5

6 390. These allegations contain argument and legal conclusions to which no
7 response is required. To the extent a response is required, MNAO is without
8 knowledge or information sufficient to form a belief as to the truth of the allegations
9 in this paragraph, and therefore denies them. This paragraph contains allegations
10 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
11 To the extent an answer is required, MNAO denies that Plaintiffs have properly
12 defined a class, or that a proposed class can be certified as alleged in the TAC.
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16 391. These allegations contain argument and legal conclusions to which no
17 response is required. To the extent a response is required, MNAO is without
18 knowledge or information sufficient to form a belief as to the truth of the allegations
19 in this paragraph, and therefore denies them. This paragraph contains allegations
20 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
21 To the extent an answer is required, MNAO denies that Plaintiffs have properly
22 defined a class, or that a proposed class can be certified as alleged in the TAC.
23 MNAO is without knowledge or information sufficient to form a belief as to the truth
24 of the allegations in this paragraph, and therefore denies them.
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1 392. These allegations contain argument and legal conclusions to which no
2 response is required. To the extent a response is required, MNAO is without
3 knowledge or information sufficient to form a belief as to the truth of the allegations
4 in this paragraph, and therefore denies them. MNAO further denies the allegations
5 contained in this paragraph because they purport to assert Plaintiffs’ subjective
6 opinions as fact. MNAO also denies Plaintiffs’ characterization of the Subject
7 Vehicles and/or their components and functionalities, that there is or was any
8 “defect,” and that Plaintiffs have any basis for an actionable claim.
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12 393. These allegations contain argument and legal conclusions to which no
13 response is required. To the extent a response is required, MNAO is without
14 knowledge or information sufficient to form a belief as to the truth of the allegations
15 in this paragraph, and therefore denies them. MNAO further denies the allegations
16 contained in this paragraph because they purport to assert Plaintiffs’ subjective
17 opinions as fact. This paragraph contains allegations regarding Plaintiffs’ class
18 definitions and does not require a response from MNAO. To the extent an answer is
19 required, MNAO denies that Plaintiffs have properly defined a class, or that a
20 proposed class can be certified as alleged in the TAC.
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24 394. MNAO is without knowledge or information sufficient to form a belief
25 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
26 further denies the allegations contained in this paragraph because they purport to
27 assert Plaintiffs’ subjective opinions as fact. This paragraph contains allegations
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1 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
2 To the extent an answer is required, MNAO denies that Plaintiffs have properly
3 defined a class, or that a proposed class can be certified as alleged in the TAC.
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5 395. MNAO is without knowledge or information sufficient to form a belief
6 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
7 further denies the allegations contained in this paragraph because they purport to
8 assert Plaintiffs’ subjective opinions as fact. This paragraph contains allegations
9 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
10 To the extent an answer is required, MNAO denies that Plaintiffs have properly
11 defined a class, or that a proposed class can be certified as alleged in the TAC.
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14 396. MNAO is without knowledge or information sufficient to form a belief
15 as to the truth of the allegations in this paragraph, and therefore denies them. MNAO
16 further denies the allegations contained in this paragraph because they purport to
17 assert Plaintiffs’ subjective opinions as fact. This paragraph contains allegations
18 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
19 To the extent an answer is required, MNAO denies that Plaintiffs have properly
20 defined a class, or that a proposed class can be certified as alleged in the TAC.
21 MNAO further denies the allegations contained in this paragraph because they
22 purport to assert Plaintiffs’ subjective opinions as fact. MNAO also denies Plaintiffs’
23 characterization of the Subject Vehicles and/or their components and functionalities,
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1 that there is or was any “defect,” and that Plaintiffs have any basis for an actionable
2 claim.

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4 397. MNAO admits that Plaintiffs are attempting to seek certain relief in the
5 TAC but the appropriateness of such pleading presents a legal questions (not a
6 factual account) for which Defendant need not provide an answer. These allegations
7 contain argument and legal conclusions to which no response is required. To the
8 extent a response is required, MNAO denies the allegations in this paragraph.
9

10 **NINETEENTH CAUSE OF ACTION**

11 **Breach of Implied Warranty of Merchantability Pursuant to the**
12 **N.C. Gen. Stat. § 25-2-314, *et. seq.***

13 **(Plaintiff Amy Bradshaw on behalf of the North Carolina Class)**

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15 398. MNAO incorporates the corresponding preceding answers as if they
16 were repeated and alleged verbatim here.

17
18 399. This paragraph contains legal conclusions to which no response is
19 required. MNAO distributes Mazda vehicles to independent, authorized dealers
20 located in the United States and, as the warrantor of limited express warranties,
21 provides warranty-related services in the United States.

22
23 400. This paragraph contains legal conclusions to which no response is
24 required. To the extent a response is required, MNAO denies the allegations in this
25 paragraph.

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27 401. This paragraph contains legal conclusions to which no response is
28 required. To the extent a response is required, MNAO denies the allegations in this

1 paragraph. This paragraph contains allegations regarding Plaintiffs’ class definitions
2 and does not require a response from MNAO. To the extent an answer is required,
3 MNAO denies that Plaintiffs have properly defined a class, or that a proposed class
4 can be certified as alleged in the TAC. MNAO further denies the allegations
5 contained in this paragraph because they purport to assert Plaintiffs’ subjective
6 opinions as fact. MNAO also denies Plaintiffs’ characterization of the Subject
7 Vehicles and/or their components and functionalities, that there is or was any
8 “defect,” and that Plaintiffs have any basis for an actionable claim.
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12 402. This paragraph contains legal conclusions to which no response is
13 required. To the extent a response is required, MNAO denies the allegations in this
14 paragraph. MNAO further denies the allegations contained in this paragraph because
15 they purport to assert Plaintiffs’ subjective opinions as fact. This paragraph contains
16 allegations regarding Plaintiffs’ class definitions and does not require a response
17 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
18 properly defined a class, or that a proposed class can be certified as alleged in the
19 TAC. MNAO also denies Plaintiffs’ characterization of the Subject Vehicles and/or
20 their components and functionalities, that there is or was any “defect,” and that
21 Plaintiffs have any basis for an actionable claim.
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25 403. MNAO admits that Plaintiffs are attempting to seek certain relief in the
26 TAC but the appropriateness of such pleading presents legal questions (not factual
27 accounts) for which Defendant need not provide an answer. These allegations
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1 contain argument and legal conclusions to which no response is required. To the
2 extent a response is required, MNAO denies the allegations in this paragraph.
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4 **TWENTIETH CAUSE OF ACTION**
5 **Breach of Express Warranty Pursuant to N.C. Gen. Stat. § 25-2-313, *et. seq.***

6 **(Plaintiff Bradshaw on behalf of the North Carolina Class)**

7 404. MNAO incorporates the corresponding preceding answers as if they
8 were repeated and alleged verbatim here.
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10 405. MNAO admits that it distributes Mazda vehicles to independent,
11 authorized dealers located in the United States and, as the warrantor of limited
12 express warranties, provides warranty-related services in the United States. MNAO
13 admits that certain documents and materials were included with the Subject Vehicles
14 at the time of sale including an owner's manual, warranty booklets, and maintenance
15 guide. These documents and materials speak for themselves. As for the remaining
16 allegations, MNAO is without knowledge or information sufficient to form a belief
17 as to the truth of the allegations in this paragraph, and therefore denies them.
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20 406. This paragraph contains legal conclusions to which no response is
21 required. To the extent a response is required, MNAO is without knowledge or
22 information sufficient to form a belief as to the truth of the remaining allegations in
23 this paragraph, and therefore denies them. MNAO admits that certain documents and
24 materials were included with the Subject Vehicles at the time of sale including an
25 owner's manual, warranty booklets, and maintenance guide. These documents and
26 materials speak for themselves.
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1 407. This paragraph contains legal conclusions to which no response is
2 required. To the extent a response is required, MNAO denies the allegations in this
3 paragraph. MNAO further denies the allegations contained in this paragraph because
4 they purport to assert Plaintiffs’ subjective opinions as fact. This paragraph contains
5 allegations regarding Plaintiffs’ class definitions and does not require a response
6 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
7 properly defined a class, or that a proposed class can be certified as alleged in the
8 TAC. MNAO also denies Plaintiffs’ characterization of the Subject Vehicles and/or
9 their components and functionalities, that there is or was any “defect,” and that
10 Plaintiffs have any basis for an actionable claim. MNAO admits that certain
11 documents and materials were included with the Subject Vehicles at the time of sale
12 including an owner’s manual, warranty booklets, and maintenance guide. These
13 documents and materials speak for themselves.
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18 408. This paragraph contains legal conclusions to which no response is
19 required. To the extent a response is required, MNAO denies the allegations in this
20 paragraph. MNAO further denies the allegations contained in this paragraph because
21 they purport to assert Plaintiffs’ subjective opinions as fact. This paragraph contains
22 allegations regarding Plaintiffs’ class definitions and does not require a response
23 from MNAO. To the extent an answer is required, MNAO denies that Plaintiffs have
24 properly defined a class, or that a proposed class can be certified as alleged in the
25 TAC. MNAO also denies Plaintiffs’ characterization of the Subject Vehicles and/or
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1 their components and functionalities, that there is or was any “defect,” and that
2 Plaintiffs have any basis for an actionable claim.
3

4 409. This paragraph contains legal conclusions to which no response is
5 required. To the extent a response is required, MNAO is without knowledge or
6 information sufficient to form a belief as to the truth of the remaining allegations in
7 this paragraph, and therefore denies them. MNAO further denies the allegations
8 contained in this paragraph because they purport to assert Plaintiffs’ subjective
9 opinions as fact. This paragraph contains allegations regarding Plaintiffs’ class
10 definitions and does not require a response from MNAO. To the extent an answer is
11 required, MNAO denies that Plaintiffs have properly defined a class, or that a
12 proposed class can be certified as alleged in the TAC.
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16 410. This paragraph contains legal conclusions to which no response is
17 required. To the extent a response is required, MNAO is without knowledge or
18 information sufficient to form a belief as to the truth of the remaining allegations in
19 this paragraph, and therefore denies them. MNAO further denies the allegations
20 contained in this paragraph because they purport to assert Plaintiffs’ subjective
21 opinions as fact. This paragraph contains allegations regarding Plaintiffs’ class
22 definitions and does not require a response from MNAO. To the extent an answer is
23 required, MNAO denies that Plaintiffs have properly defined a class, or that a
24 proposed class can be certified as alleged in the TAC.
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1 411. This paragraph contains legal conclusions to which no response is
2 required. To the extent a response is required, MNAO denies the allegations. MNAO
3 further denies the allegations contained in this paragraph because they purport to
4 assert Plaintiffs’ subjective opinions as fact. This paragraph contains allegations
5 regarding Plaintiffs’ class definitions and does not require a response from MNAO.
6
7 To the extent an answer is required, MNAO denies that Plaintiffs have properly
8 defined a class, or that a proposed class can be certified as alleged in the TAC.
9

10 **DEMAND FOR RELIEF**

11
12 MNAO disputes and denies that Plaintiffs are entitled to any of the legal,
13 equitable, declaratory or other relief requested, and class certification is
14 inappropriate, unwarranted, and unsupported by the applicable laws and rules.
15
16 MNAO specifically denies that Plaintiffs (and the Proposed Class—which
17 Defendant denies is properly defined or appropriate for certification for litigation
18 purposes) is entitled to any recovery sought in the TAC.
19

20 **DEMAND FOR JURY TRIAL**

21 The demand for jury trial requires no response. MNAO hereby demands
22 a trial by jury of any and all issues so triable in this action.
23

24 **GENERAL DENIAL**

25 To the extent any allegations in Plaintiffs’ TAC are not specifically
26 admitted, MNAO denies them.
27

28 MNAO denies Plaintiffs are entitled to judgment against them as requested in

1 the Demand for Relief. Further, as set forth below, MNAO asserts the following
2 affirmative defenses against Plaintiffs and/or putative class members:

3
4 **AFFIRMATIVE DEFENSES**

5 Subject to the responses above, MNAO alleges and asserts the following
6 defenses in response to the allegations, undertaking the burden of proof only as to
7 those defenses deemed affirmative defenses by law, regardless of how such defenses
8 are denominated herein. In addition to the defenses described below, MNAO
9 reserves the right to modify, amend, expand upon, and/or assert additional defenses
10 if discovery, investigation, or analysis indicates that they would be appropriate.

11
12
13 **FIRST AFFIRMATIVE DEFENSE**

14 **(Failure to State a Cause of Action)**

15
16 The TAC, and each cause of action and claim for relief asserted therein, fails
17 to state facts sufficient to constitute a cause of action or claim for relief against
18 MNAO.

19
20 **SECOND AFFIRMATIVE DEFENSE**

21 **(Failure to Meet the Elements to Certify a Class Action)**

22 The TAC, and each cause of action and claim for relief asserted therein, fails
23 to state facts sufficient to constitute a class action. Plaintiffs have not properly
24 defined a class, that the allegations and definition(s) meet the requirements of Rule
25 23, or that the proposed classes should be certified for litigation (as opposed to
26 settlement) purposes. Accordingly, this case is not suitable for class action treatment
27
28

1 for litigation purposes.

2 **THIRD AFFIRMATIVE DEFENSE**

3
4 **(Inadequate Class Representation)**

5 The claims of Plaintiffs are not “typical” of the putative class, and Plaintiffs
6 are not “adequate” class representatives for purposes of certification for litigation
7 purposes.
8

9 **FOURTH AFFIRMATIVE DEFENSE**

10 **(Lack of Reliance)**

11 Plaintiffs have failed to sufficiently plead reliance, much less justifiable
12 reliance, on any representation or purported misrepresentation or omission of
13 MNAO.
14

15 **FIFTH AFFIRMATIVE DEFENSE**

16 **(Lack of Standing)**

17 Plaintiffs lack standing to assert the claims alleged in the TAC and further
18 lack standing to serve as representatives of the putative class asserted in the TAC for
19 litigation purposes. Plaintiffs have not suffered injury, including any monetary loss
20 or diminution in the value of their vehicles, that was caused by any conduct or
21 omission of MNAO, and that can be redressed by a court.
22
23

24 **SIXTH AFFIRMATIVE DEFENSE**

25 **(No Injury to Plaintiffs)**

26 Plaintiffs have not plausibly pled that they have been injured or have
27
28

1 otherwise suffered any loss or damage in any manner by any conduct, acts, or
2 omissions by MNAO. Plaintiffs have not alleged to having suffered any physical
3 injuries or health risks due to the alleged defect and have not suffered any monetary
4 loss or diminution in the value of their vehicles. Plaintiffs' vehicles are fit for the
5 ordinary purpose of providing safe and reliable transportation.
6
7

8 **SEVENTH AFFIRMATIVE DEFENSE**

9 **(Failure to Mitigate Damages)**

10 If Plaintiffs have suffered damages by virtue of any conduct, acts or omissions
11 of MNAO, which is denied, Plaintiffs have failed to mitigate any such damages.
12

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 **(Waiver)**

15 As a result of the acts, conduct, and/or omissions of the Plaintiffs and/or each
16 of their agents, every cause of action and claim for relief averred in the TAC has
17 been waived.
18

19 **NINTH AFFIRMATIVE DEFENSE**

20 **(Estoppel)**

21 As a result of the acts, conduct, statements, representations, and/or omissions
22 of the Plaintiffs and/or each of their agents, and MNAO's reliance thereon, Plaintiffs
23 are estopped from asserting every cause of action and claim for relief averred in the
24 TAC.
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TENTH AFFIRMATIVE DEFENSE

(Laches)

The TAC, and each purported cause of action or claim for relief asserted therein, is barred in whole or in part by the doctrine of laches by reason of Plaintiffs’ unreasonable delay in commencing this action, which delay has caused prejudice to MNAO.

ELEVENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

Plaintiffs’ claims are barred in whole or in part by applicable statutes of limitations.

TWELFTH AFFIRMATIVE DEFENSE

(MNAO’s Performance)

MNAO has fully and/or substantially performed any and all obligations it may have had to Plaintiffs, if any, except such obligations as MNAO was excused from performing as a result of Plaintiffs’ conduct, failure to properly perform their obligations, or otherwise.

THIRTEENTH AFFIRMATIVE DEFENSE

(Inadequate Notice)

Some or all of Plaintiffs’ claims for damages are barred because Plaintiffs did not provide adequate notice as required by statute and/or otherwise failed to provide MNAO an opportunity to repair the subject vehicles.

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1 **FOURTEENTH AFFIRMATIVE DEFENSE**

2 **(Lack of Privity)**

3
4 Plaintiffs’ claims are barred in whole or in part because Plaintiffs are not in
5 privity with MNAO. A third-party beneficiary (“TPB”) exception, where permitted,
6 is not applicable here as Plaintiffs have not pleaded facts supporting such an
7 exception. Further, Plaintiffs have not pleaded facts showing that the sum of
8 interaction and expectations between Plaintiffs and MNAO demonstrate that a TPB
9 contract exists.
10

11 **FIFTEENTH AFFIRMATIVE DEFENSE**

12 **(Justification and Privilege)**

13
14 MNAO’s actions, if any, respecting the subject matters alleged in the TAC,
15 and the claims for relief asserted therein, were undertaken in good faith, with the
16 absence of malicious intent, and constitute lawful, proper, and justified means to
17 further MNAO’s purpose of engaging in and continuing its business. By reason
18 thereof, Plaintiffs are barred, in whole or in part, from recovery on the claims for
19 relief alleged in the TAC.
20
21

22 **SIXTEENTH AFFIRMATIVE DEFENSE**

23 **(Compliance with Law)**

24
25 At all times relevant herein, the conduct of MNAO alleged in the TAC
26 conformed to all applicable statutes, government regulations, and industry standards
27 applicable thereto.
28

1 **SEVENTEENTH AFFIRMATIVE DEFENSE**

2 **(Acts of Others/Intervening or Superseding Cause)**

3
4 MNAO asserts that Plaintiffs’ damages, if any, were the result of one or more
5 intervening or superseding causes, or caused by the acts and/or failures to act of
6 persons and/or entities other than MNAO, and were not the result of any act or
7 omission on the part of MNAO.
8

9 **EIGHTEENTH AFFIRMATIVE DEFENSE**

10 **(Failure to State Punitive Damages)**

11
12 The TAC fails to state a cause of action or facts that would support the
13 awarding of punitive damages against MNAO.
14

15 **NINETEENTH AFFIRMATIVE DEFENSE**

16 **(Fault of the Plaintiffs)**

17 MNAO asserts that each cause of action is barred because any damages or
18 losses that Plaintiffs have alleged, if they exist, were proximately caused or
19 contributed to by the negligence and/or conduct of Plaintiffs thereby barring or
20 reducing Plaintiffs’ recovery herein.
21

22 **TWENTIETH AFFIRMATIVE DEFENSE**

23 **(Preemption/Primary Jurisdiction)**

24
25 The injunctive relief requested in the TAC is barred by the doctrines of
26 preemption and/or primary jurisdiction.
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TWENTY-FIRST AFFIRMATIVE DEFENSE

(Agreement to Arbitration or Class Action Waiver)

Some or all of the claims made in the TAC, including claims made on behalf of the putative plaintiff class, must be resolved through arbitration because the purchase and lease agreements, and/or warranty and financing agreements to which some or all members of the proposed putative plaintiff class purchased or leased or financed their vehicles contain an arbitration and/or class action waiver clause.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Prudential Mootness)

Some or all of the claims made in the TAC, including claims made on behalf of the putative plaintiff class, are prudentially moot in light of countermeasures related to the Subject Vehicles and Plaintiffs’ alleged claims for relief in this action.

MNAO asserts that it presently has insufficient knowledge or information on which to form a belief as to whether they may have additional, as yet unstated, affirmative defenses available. MNAO therefore reserves the right to assert additional defenses if discovery, investigation, or analysis indicates that they would be appropriate.

PRAYER FOR RELIEF

WHEREFORE, MNAO prays for judgment:

- 1. That Plaintiffs’ TAC and each separate cause of action asserted against

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MNAO therein be dismissed;

2. That Plaintiffs take nothing by their TAC;

3. That MNAO be awarded reasonable attorneys’ fees necessarily incurred herein to the extent allowed by applicable law; and

4. That MNAO has and recovers from Plaintiffs its costs of suit and such other and further relief as this Court may deem just and proper.

Dated: December 5, 2023

Respectfully submitted,

NELSON MULLINS RILEY &
SCARBOROUGH LLP

By: /s/ Jahmy S. Graham
Jahmy S. Graham
Priscilla Szeto

Attorneys for Defendant
MAZDA MOTOR OF AMERICA, INC. d/b/a
MAZDA NORTH AMERICAN
OPERATIONS

CERTIFICATE OF SERVICE

I hereby certify that on December 5, 2023, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system and I served a copy of the foregoing pleading on all counsel for all parties, via the CM/ECF system and/or mailing same by United States Mail, properly addressed, and first class postage prepaid, to all counsel of record in this matter.

By: /s/ Jahmy S. Graham
Jahmy S. Graham

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