

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

MARK D. CHAPMAN, LEROY GWINN
JR., WILLIAM MCDUFFIE, GARY
GODWIN, CLAY KINCHELOE,
BRYAN JOYCE, TIM TAYLOR,
MICHAEL GREGORY, MICHAEL JON
MCCORMICK, ARNOLD RECCHIA,
BRUCE DAWSON, JOHN
TAMBURINI, WILLIAM
FORTMEYER, RYAN BEGNEAUD,
JOHN CAPIELLO, NATHAN
HOWTON, TRISHA ALLISS,
RICHARD EGLEBERRY, CALVIN
SMITH, STACY WADE SIZELOVE,
NICHOLAS ALLEN MILLER, KEVIN
ALLEN LAWSON, HOLLY REASOR,
and MELODY ANNE DEARBORN,
individually and on behalf of themselves
and all others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC, a Delaware
corporation,

Defendant.

Cause No. 19-cv-12333

**GENERAL MOTORS LLC'S
ANSWER TO
CONSOLIDATED AND
SECOND AMENDED CLASS
ACTION COMPLAINT**

General Motors LLC (“GM”) provides its answer, including affirmative defenses, to the Consolidated Second Amended Complaint (“SAC”), with the general limitation that all allegations not expressly admitted are denied.

I. INTRODUCTION¹

1. GM admits that it designed, manufactured, and distributed 2011-2016 model year GMC and Chevrolet diesel trucks equipped with 6.6L Duramax engines which contain CP4 high-pressure fuel injection pumps. GM further admits that the CP4 fuel pump was designed by Bosch GmbH. GM otherwise denies the allegations in Paragraph 1, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

2. GM denies the allegations in Paragraph 2, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, or pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

3. GM denies the allegations in Paragraph 3, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

4. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 4 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the allegations in Paragraph 4, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, or pose safety risks. GM states that

¹ For convenience, GM includes plaintiffs' headings, but denies plaintiffs' characterizations in the headings.

it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

5. GM denies the allegations in Paragraph 5, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

6. GM denies the allegations in Paragraph 6.

7. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 7 on the vehicle purchases and experience of "businesses" or "Diesel owners," and therefore denies the allegations. GM denies the remaining allegations in Paragraph 7.

8. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 8 on the experiences of other vehicle manufacturers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 8, including its footnote, except to admit that GM has been a member of the Truck & Engine Manufacturers Association during the period from 2009 to present. GM specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

9. GM denies the allegations in Paragraph 9, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

10. The allegations in Paragraph 10 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 10 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 10, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

11. The allegations in Paragraph 11 state legal conclusions to which no response is required. GM denies the allegations in Paragraph 11, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

12. The allegations in Paragraph 12 state legal conclusions to which no response is required. GM denies the allegations in Paragraph 12, except to admit that plaintiffs purport to bring this action as a class action. GM specifically denies that a class action can be maintained.

II. PARTIES

A. The Plaintiffs.

13. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 13, and therefore denies the allegations.

1. Plaintiff Mark D. Chapman

14. No response is required to allegations in Paragraph 14 that relate to plaintiff Chapman's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 14 about plaintiff Chapman, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 14, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

15. No response is required to allegations in Paragraph 15 that relate to plaintiff Chapman's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 15 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 15 on plaintiff

Chapman, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 15, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

16. No response is required to allegations in Paragraph 16 that relate to plaintiff Chapman's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 16 on plaintiff Chapman, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 16, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

2. Plaintiff Leroy Gwinn Jr.

17. No response is required to allegations in Paragraph 17 that relate to plaintiff Gwinn's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court

dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 17 on plaintiff Gwinn, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 17, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

18. No response is required to allegations in Paragraph 18 that relate to plaintiff Gwinn's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 18 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 18 on plaintiff Gwinn, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 18, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

19. No response is required to allegations in Paragraph 19 that relate to plaintiff Gwinn's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court

dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 19 on plaintiff Gwinn, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 19, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

3. Plaintiff William McDuffie

20. No response is required to allegations in Paragraph 20 that relate to plaintiff McDuffie's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 20 about plaintiff McDuffie, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 20, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

21. No response is required to allegations in Paragraph 21 that relate to plaintiff McDuffie's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 21 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 21 on plaintiff McDuffie, his knowledge

and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 21, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

22. No response is required to allegations in Paragraph 22 that relate to plaintiff McDuffie's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 22 on plaintiff McDuffie, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 22, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

4. Plaintiff Gary Godwin

23. No response is required to the allegations in Paragraph 23 because plaintiff Godwin voluntarily dismissed his claims in this action. ECF No. 63. No response is required to allegations in Paragraph 23 that relate to plaintiff Godwin's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in

Paragraph 23 on about plaintiff Godwin, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 23, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

24. No response is required to the allegations in Paragraph 24 because plaintiff Godwin voluntarily dismissed his claims in this action. ECF No. 63. No response is required to allegations in Paragraph 24 that relate to plaintiff Godwin's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 24 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 24 on plaintiff Godwin, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 24, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

25. No response is required to the allegations in Paragraph 25 because plaintiff Godwin voluntarily dismissed his claims in this action. ECF No. 63. No

response is required to allegations in Paragraph 25 that relate to plaintiff Godwin's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 25 on plaintiff Godwin, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 25, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

5. Plaintiff Clay Kincheloe

26. No response is required to allegations in Paragraph 26 that relate to plaintiff Kincheloe's claims for breach of contract, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 26 about plaintiff Kincheloe, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 26, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

27. No response is required to allegations in Paragraph 27 that relate to plaintiff Kincheloe's claims for breach of contract, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 27 state legal conclusions to

which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 27 about plaintiff Kincheloe, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 27, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

28. No response is required to allegations in Paragraph 28 that relate to plaintiff Kincheloe's claims for breach of contract, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 28 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 28 on plaintiff Kincheloe, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 28, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

29. No response is required to allegations in Paragraph 29 that relate to plaintiff Kincheloe's claims for breach of contract, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 29 on plaintiff Kincheloe, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 29, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

6. Plaintiff Bryan Joyce

30. No response is required to allegations in Paragraph 30 that relate to plaintiff Joyce's claims breach of contract and violation of the Pennsylvania Unfair Trade Practices and Consumer Protect Law, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 30 about plaintiff Joyce, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 30, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

31. No response is required to allegations in Paragraph 31 that relate to plaintiff Joyce's claims breach of contract and violation of the Pennsylvania Unfair

Trade Practices and Consumer Protect Law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 31 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 31 on plaintiff Joyce, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 31, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

32. No response is required to allegations in Paragraph 32 that relate to plaintiff Joyce's claims breach of contract and violation of the Pennsylvania Unfair Trade Practices and Consumer Protect Law, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 32 on plaintiff Joyce, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 32, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

7. Plaintiff Tim Taylor

33. No response is required to allegations in Paragraph 33 that relate to plaintiff Taylor's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 33 about plaintiff Taylor, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 33, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

34. No response is required to allegations in Paragraph 34 that relate to plaintiff Taylor's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 34 about plaintiff Taylor, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 34, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

35. No response is required to allegations in Paragraph 35 that relate to plaintiff Taylor's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 35 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 35 on plaintiff Taylor, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 35, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

36. No response is required to allegations in Paragraph 36 that relate to plaintiff Taylor's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 36 on plaintiff Taylor, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining

allegations in Paragraph 36, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

8. Plaintiff Michael Gregory

37. No response is required to the allegations in Paragraph 37 because plaintiff Gregory voluntarily dismissed his claims in this action. ECF No. 51. No response is required to allegations in Paragraph 37 that relate to plaintiff Gregory's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 37 about plaintiff Gregory, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 37, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

38. No response is required to the allegations in Paragraph 38 because plaintiff Gregory voluntarily dismissed his claims in this action. ECF No. 51. No response is required to allegations in Paragraph 38 that relate to plaintiff Gregory's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 38 about plaintiff Gregory, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the

allegations. GM denies the remaining allegations in Paragraph 38, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

39. No response is required to the allegations in Paragraph 39 because plaintiff Gregory voluntarily dismissed his claims in this action. ECF No. 51. No response is required to allegations in Paragraph 39 that relate to plaintiff Gregory's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 39 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 39 about plaintiff Gregory, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 39, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

40. No response is required to the allegations in Paragraph 40 because plaintiff Gregory voluntarily dismissed his claims in this action. ECF No. 51. No response is required to allegations in Paragraph 40 that relate to plaintiff Gregory's claim for breach of contract, which the Court dismissed in its March 31, 2021 Order.

GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 40 about plaintiff Gregory, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 40, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

9. Plaintiff Michael Jon McCormick

41. No response is required to allegations in Paragraph 41 that relate to plaintiff McCormick's claims for breach of implied warranty of merchantability, breach of contract, breach of the Magnuson-Moss Warranty Act, and breach of the Alabama Deceptive Trade Practices Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 41 about plaintiff McCormick, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 41, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

42. No response is required to allegations in Paragraph 42 that relate to plaintiff McCormick's claims for breach of implied warranty of merchantability, breach of the Magnuson-Moss Warranty Act, and breach of the Alabama Deceptive

Trade Practices Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 42 about plaintiff McCormick, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 42, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

43. No response is required to allegations in Paragraph 43 that relate to plaintiff McCormick's claims for breach of implied warranty of merchantability, breach of the Magnuson-Moss Warranty Act, and breach of the Alabama Deceptive Trade Practices Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 43 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 43 about plaintiff McCormick, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 43, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

44. No response is required to allegations in Paragraph 44 that relate to plaintiff McCormick's claims for breach of implied warranty of merchantability, breach of the Magnuson-Moss Warranty Act, and breach of the Alabama Deceptive Trade Practices Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 44 on plaintiff McCormick, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 44, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

10. Plaintiff Arnold Recchia

45. No response is required to allegations in Paragraph 45 that relate to plaintiff Recchia's claims for breach of implied warranty of merchantability, breach of contract, breach of the Magnuson-Moss Warranty Act, fraudulent concealment and breach of Michigan Consumer protect action claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 45 about plaintiff Recchia, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

45, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

46. No response is required to allegations in Paragraph 46 that relate to plaintiff Recchia's claims for breach of implied warranty of merchantability, breach of contract, breach of the Magnuson-Moss Warranty Act, fraudulent concealment and breach of Michigan Consumer protect action claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 46 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 46 on plaintiff Recchia, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 46, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

47. No response is required to allegations in Paragraph 47 that relate to plaintiff Recchia's claims for breach of implied warranty of merchantability, breach of contract, breach of the Magnuson-Moss Warranty Act, fraudulent concealment and breach of Michigan Consumer protect action claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to

the truth of the allegations in Paragraph 47 on plaintiff Recchia, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 47, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

11. Plaintiff Bruce Dawson

48. No response is required to allegations in Paragraph 48 that relate to plaintiff Dawson's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 48 on plaintiff Dawson, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 48, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

49. No response is required to allegations in Paragraph 49 that relate to plaintiff Dawson's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 49 on plaintiff Dawson, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle

experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 49, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

50. No response is required to allegations in Paragraph 50 that relate to plaintiff Dawson's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 50 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 50 on plaintiff Dawson, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 50, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

51. No response is required to allegations in Paragraph 51 that relate to plaintiff Dawson's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 51 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 51 on plaintiff Dawson,

his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 51, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

52. No response is required to allegations in Paragraph 52 that relate to plaintiff Dawson's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 52 on plaintiff Dawson, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 52, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

53. No response is required to allegations in Paragraph 53 that relate to plaintiff Dawson's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 53 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 53 on plaintiff Dawson, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining

allegations in Paragraph 53, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

54. No response is required to allegations in Paragraph 54 that relate to plaintiff Dawson's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 54 on plaintiff Dawson, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 54, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

12. Plaintiff John Tamburini

55. No response is required to allegations in Paragraph 55 that relate to plaintiff Tamburini's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 55 about plaintiff Tamburini, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the

remaining allegations in Paragraph 55, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

56. No response is required to allegations in Paragraph 56 that relate to plaintiff Tamburini's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 56 on plaintiff Tamburini, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 56, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects

57. No response is required to allegations in Paragraph 57 that relate to plaintiff Tamburini's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 57 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 57 on plaintiff Tamburini, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 57, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

58. No response is required to allegations in Paragraph 58 that relate to plaintiff Tamburini's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 58 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 58 on plaintiff Tamburini, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 58, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

59. No response is required to allegations in Paragraph 59 that relate to plaintiff Tamburini's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 59 on plaintiff Tamburini, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 59.

13. Plaintiff William Fortmayer

60. No response is required to allegations in Paragraph 60 that relate to plaintiff Fortmayer's claims for breach of contract, fraudulent concealment, and violation of the Louisiana Unfair Trade Practices and Consumer Protection Law which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 60 about plaintiff Fortmayer, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 60.

61. No response is required to allegations in Paragraph 61 that relate to plaintiff Fortmayer's claims for breach of contract, fraudulent concealment, and violation of the Louisiana Unfair Trade Practices and Consumer Protection Law which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 61 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 61 on plaintiff Fortmayer, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 61, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

62. No response is required to allegations in Paragraph 62 that relate to plaintiff Fortmayer's claims for breach of contract, fraudulent concealment, and violation of the Louisiana Unfair Trade Practices and Consumer Protection Law which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 62 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 62 on plaintiff Fortmayer, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 62, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

63. No response is required to allegations in Paragraph 63 that relate to plaintiff Fortmayer's claims for breach of contract, fraudulent concealment, and violation of the Louisiana Unfair Trade Practices and Consumer Protection Law which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 63 on plaintiff Fortmayer, his knowledge and intentions, his vehicle purchase and

ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 63.

14. Plaintiff Ryan Begneaud

64. No response is required to allegations in Paragraph 64 that relate to plaintiff Begneaud's claims for breach of contract, fraudulent concealment, and violation of the Louisiana Unfair Trade Practices and Consumer Protection Law which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 64 about plaintiff Begneaud, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 64.

65. No response is required to allegations in Paragraph 65 that relate to plaintiff Begneaud's claims for breach of contract, fraudulent concealment, and violation of the Louisiana Unfair Trade Practices and Consumer Protection Law which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 65 about plaintiff Begneaud, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 65.

66. No response is required to allegations in Paragraph 66 that relate to plaintiff Begneaud's claims for breach of contract, fraudulent concealment, and violation of the Louisiana Unfair Trade Practices and Consumer Protection Law which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 66 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 66 on plaintiff Begneaud, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 66, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

67. No response is required to allegations in Paragraph 67 that relate to plaintiff Begneaud's claims for breach of contract, fraudulent concealment, and violation of the Louisiana Unfair Trade Practices and Consumer Protection Law which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 67 on plaintiff Begneaud, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM

denies the remaining allegations in Paragraph 67, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

15. Plaintiff John Cappiello

68. No response is required to allegations in Paragraph 68 that relate to plaintiff Cappiello's claims breach of contract and violation of the Pennsylvania Unfair Trade Practices and Consumer Protect Law, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 68 about plaintiff Cappiello, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 68.

69. No response is required to allegations in Paragraph 69 that relate to plaintiff Cappiello's claims breach of contract and violation of the Pennsylvania Unfair Trade Practices and Consumer Protect Law, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 69 about plaintiff Cappiello, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 69, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

70. No response is required to allegations in Paragraph 70 that relate to plaintiff Cappiello's claims breach of contract and violation of the Pennsylvania Unfair Trade Practices and Consumer Protect Law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 70 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 70 on plaintiff Cappiello, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 70, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

71. No response is required to allegations in Paragraph 71 that relate to plaintiff Cappiello's claims breach of contract and violation of the Pennsylvania Unfair Trade Practices and Consumer Protect Law, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 71 on plaintiff Cappiello, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

71, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

16. Plaintiff Nathan Howton

72. No response is required to allegations in Paragraph 72 that relate to plaintiff Howton's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 72 about plaintiff Howton, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 72.

73. No response is required to allegations in Paragraph 73 that relate to plaintiff Howton's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 73 about plaintiff Howton, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 73, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

74. No response is required to allegations in Paragraph 74 that relate to plaintiff Howton's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 74 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 74 on plaintiff Howton, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 74, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

75. No response is required to allegations in Paragraph 75 that relate to plaintiff Howton's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 75 on plaintiff Howton, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining

allegations in Paragraph 75, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

17. Plaintiff Trisha Alliss

76. No response is required to allegations in Paragraph 76 that relate to plaintiff Alliss' claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 76 about plaintiff Alliss, her knowledge and intentions, her vehicle purchase and ownership, and her vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 76, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

77. No response is required to allegations in Paragraph 77 that relate to plaintiff Alliss' claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 77 about plaintiff Alliss, her knowledge and intentions, her vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining

allegations in Paragraph 77, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

78. No response is required to allegations in Paragraph 78 that relate to plaintiff Alliss' claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 78 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 78 on plaintiff Alliss, her knowledge and intentions, her vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 78, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

79. No response is required to allegations in Paragraph 79 that relate to plaintiff Alliss' claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 79 on plaintiff Alliss, her

knowledge and intentions, her vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 79, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

18. Plaintiff Richard Egleberry

80. No response is required to allegations in Paragraph 80 that relate to plaintiff Egleberry's claims breach of contract and injunctive relief, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 80 on plaintiff Egleberry, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 80.

81. No response is required to allegations in Paragraph 81 that relate to plaintiff Egleberry's claims breach of contract and injunctive relief, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 81 on plaintiff Egleberry, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 81, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

82. No response is required to allegations in Paragraph 82 that relate to plaintiff Egleberry's claims breach of contract and injunctive relief, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 82 on plaintiff Egleberry, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 82, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

83. No response is required to allegations in Paragraph 83 that relate to plaintiff Egleberry's claims breach of contract and injunctive relief, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 83 on plaintiff Egleberry, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 83, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

84. No response is required to allegations in Paragraph 84 that relate to plaintiff Egleberry's claims breach of contract and injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 84 state legal conclusions to which no response is required. GM lacks sufficient information to

form a belief as to the truth of the allegations in Paragraph 84 on plaintiff Egleberry, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 84, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

85. No response is required to allegations in Paragraph 85 that relate to plaintiff Egleberry's claims breach of contract and injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 85 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 85 on plaintiff Egleberry, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 85, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

19. Plaintiff Calvin Smith

86. No response is required to allegations in Paragraph 86 that relate to plaintiff Smith's breach of contract, and fraudulent concealment claims, which the

Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 86 about plaintiff Smith, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 86, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

87. No response is required to allegations in Paragraph 87 that relate to plaintiff Smith's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 87 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 87 on plaintiff Smith, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 87, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

88. No response is required to allegations in Paragraph 88 that relate to plaintiff Smith's breach of contract, and fraudulent concealment claims, which the

Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 88 on plaintiff Smith, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 88, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

20. Plaintiff Stacy Wade Sizelove

89. No response is required to allegations in Paragraph 89 that relate to plaintiff Sizelove's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 89 on plaintiff Sizelove, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 89, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

90. No response is required to allegations in Paragraph 90 that relate to plaintiff Sizelove's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 90 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 90 on

plaintiff Sizelove, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 90, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

91. No response is required to allegations in Paragraph 91 that relate to plaintiff Sizelove's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 91 on plaintiff Sizelove, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 91, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

21. Plaintiff Nicholas Allen Miller

92. No response is required to the allegations in Paragraph 92 because plaintiff Miller voluntarily dismissed his claims in this action. ECF No. 49. No response is required to allegations in Paragraph 92 that relate to plaintiff Miller's claims for breach of implied warranty of merchantability, breach of contract, and

breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 92 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 92 on plaintiff Miller, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 92.

93. No response is required to the allegations in Paragraph 93 because plaintiff Miller voluntarily dismissed his claims in this action. ECF No. 49. No response is required to allegations in Paragraph 93 that relate to plaintiff Miller's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 93 on plaintiff Miller, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 93, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

94. No response is required to the allegations in Paragraph 94 because plaintiff Miller voluntarily dismissed his claims in this action. ECF No. 49. No response is required to allegations in Paragraph 94 that relate to plaintiff Miller's

claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 94 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 94 on plaintiff Miller, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 94, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with American diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

95. No response is required to the allegations in Paragraph 95 because plaintiff Miller voluntarily dismissed his claims in this action. ECF No. 49. No response is required to allegations in Paragraph 95 that relate to plaintiff Miller's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 95 on plaintiff Miller, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 95, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

22. Plaintiff Kevin Allen Lawson

96. No response is required to allegations in Paragraph 96 that relate to plaintiff Lawson's breach of contract and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 96 on plaintiff Lawson, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 96.

97. No response is required to allegations in Paragraph 97 that relate to plaintiff Lawson's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 97 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 97 on plaintiff Lawson, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 97, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to

consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

98. No response is required to allegations in Paragraph 98 that relate to plaintiff Lawson's breach of contract, and fraudulent concealment claims, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 98 on plaintiff Lawson, his knowledge and intentions, his vehicle purchase and ownership, and his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 98, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

23. Plaintiff Holly Reasor

99. No response is required to allegations in Paragraph 99 that relate to plaintiff Reasor's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 99 on plaintiff Reasor, her knowledge and intentions, her vehicle purchase and ownership, and her vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 99.

100. No response is required to allegations in Paragraph 100 that relate to plaintiff Reasor's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 100 on plaintiff Reasor, her knowledge and intentions, her vehicle purchase and ownership, and her vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 100, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

101. No response is required to allegations in Paragraph 101 that relate to plaintiff Reasor's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 101 on plaintiff Reasor, her knowledge and intentions, her vehicle purchase and ownership, and her vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 101, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

102. No response is required to allegations in Paragraph 102 that relate to plaintiff Reasor's claims for breach of implied warranty of merchantability, breach

of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 102 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 102 on plaintiff Reasor, her knowledge and intentions, her vehicle purchase and ownership, and her vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 102, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

103. No response is required to allegations in Paragraph 103 that relate to plaintiff Reasor's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 103 on plaintiff Reasor, her knowledge and intentions, her vehicle purchase and ownership, and her vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 103, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

24. Plaintiff Melody Anne Dearborn

104. No response is required to allegations in Paragraph 104 that relate to plaintiff Dearborn's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 104 on plaintiff Dearborn, her knowledge and intentions, her vehicle purchase and ownership, and her vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 104.

105. No response is required to allegations in Paragraph 105 that relate to plaintiff Dearborn's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 105 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 105 on plaintiff Dearborn, her knowledge and intentions, her vehicle purchase and ownership, and her vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 105, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual

obligations to consumers, including any duty to disclose. GM also specifically denies that a class action can be maintained.

106. No response is required to allegations in Paragraph 106 that relate to plaintiff Dearborn's claims for breach of implied warranty of merchantability, breach of contract, and breach of the Magnuson-Moss Warranty Act, which the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 106 on plaintiff Dearborn, her knowledge and intentions, her vehicle purchase and ownership, and her vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 106, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

B. The Defendant

1. General Motors LLC

107. GM admits the allegations in Paragraph 107.

108. GM denies the allegations in Paragraph 108, except to admit that it markets and manufactures motor vehicles, including vehicles with Duramax diesel engines including CP4 fuel injection pumps, and provides owner's manuals and an express limited warranty. GM specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects and that GM-certified dealerships are its agents.

III. JURISDICTION AND VENUE

109. The allegations in Paragraph 109 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 109, and specifically denies that a class action can be maintained or that subject-matter jurisdiction arises under the Magnuson-Moss Warranty Act.

110. The allegations in Paragraph 110 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 110 on plaintiffs' vehicle purchases, registration, and operation, and therefore denies those allegations. GM admits that venue is proper in this district and that GM is headquartered in this district and is subject to personal jurisdiction in this district. GM denies the remaining allegations in Paragraph 110, and specifically denies that GM-certified dealerships are its agents.

IV. FACTUAL ALLEGATIONS

A. The Class Vehicles.

111. GM admits that plaintiffs purport to bring this action as a class action, but denies that a class action can be maintained or that plaintiffs state any claims or any right to relief against GM. GM denies the remaining allegations in Paragraph 111, including all subparts, except to admit that GM manufactured the vehicles listed in Paragraph 111.

B. GM Profits from the Rise of Diesel Vehicles in the United States.

112. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 112, and therefore denies the allegations.

113. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 113, including all subparts, and therefore denies the allegations.

114. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 114 on other manufacturers' products and unnamed buyers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 114, except to admit that it manufacturers both diesel-powered and gasoline-powered vehicles.

115. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 115, and therefore denies the allegations.

116. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 116, and therefore denies the allegations.

117. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 117, and therefore denies the allegations.

118. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 118, and therefore denies the allegations.

119. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 119, and therefore denies the allegations.

120. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 120, including all subparts, and therefore denies the allegations.

121. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 121 on the conduct of other manufacturers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 121, except to admit that Bosch manufactured the CP3 fuel injection pump.

122. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 122, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 122, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

C. The Fragile CP4 Fuel Pump Design.

123. GM denies the allegations in Paragraph 123.

124. GM denies the allegations in Paragraph 124.

125. GM denies the allegations in Paragraph 125.

126. GM denies the allegations in Paragraph 126, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

127. GM admits that Paragraph 127 and Figure 3 purport to compare the CP3 and CP4 fuel pump, but GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 127 or the authenticity of Figure 3, and therefore denies the allegations.

128. GM admits that Paragraph 128 and Figure 4 purport to compare the CP3 and CP4 fuel pump, but GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 128 or the authenticity of Figure 4, and therefore denies the allegations.

129. GM denies the allegations in Paragraph 129, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

130. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 127 or the authenticity of Figure 5, and therefore denies the allegations.

131. GM denies the allegations in Paragraph 131, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

132. GM denies the allegations in Paragraph 132, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

133. GM denies the allegations in Paragraph 133, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

134. GM denies the allegations in Paragraph 134, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

135. GM denies the allegations in Paragraph 135, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

136. GM denies the allegations in Paragraph 136, except to admit that U.S. diesel fuel is required to be refined to a less lubricious specification than European diesel fuel, and that fuel is used to lubricate the roller pin and camshaft in CP4 fuel injection pumps. GM specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

137. GM denies the allegations in Paragraph 137, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

138. GM denies the allegations in Paragraph 138, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

139. GM denies the allegations in Paragraph 139, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

140. GM denies the allegations in Paragraph 140, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

141. GM denies the allegations in Paragraph 141, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

142. GM admits that the allegations in Paragraph 142 purport to quote an unidentified report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM otherwise denies the allegations in Paragraph 142, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

143. GM admits that the allegations in Paragraph 143 purport to quote a report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM otherwise denies the allegations in Paragraph 143, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

144. GM admits that the allegations in Paragraph 144 purport to reproduce and characterize an unidentified figure from an unidentified report, but states that the document and figure speak for themselves and denies plaintiffs' characterization of them. GM otherwise denies the allegations in Paragraph 144, and specifically

denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

145. GM admits that the allegations in Paragraph 145 purport to quote an unidentified report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM otherwise denies the allegations in Paragraph 145, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

146. GM admits that the allegations in Paragraph 146 purport to quote an article from Diesel Tech Magazine, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM otherwise denies the allegations in Paragraph 146, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

147. GM denies the allegations in Paragraph 147.

D. Characteristics of U.S. Diesel Fuel

148. GM denies the allegations in Paragraph 148, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

149. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 149 on diesel fuel and the EPA, and therefore denies the allegations, except to admit that the EPA has standards on American diesel fuel that

speak for themselves. GM admits that Paragraph 149, including its footnote, purports to quote a statement from an article by Arlen Spicer, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 149, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines are incompatible with American diesel fuel.

150. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 150 on low sulfur diesel, any failure of other manufacturers' fuel injection pumps, and other manufacturers' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 150.

151. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 151 on lubricity testing, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 151, except to admit that ASTM and EPA have standards on U.S. diesel fuel that speak for themselves, and that ASTM tests fuel lubricity using high frequency reciprocating rigs and measuring wear scar patterns.

152. GM denies the allegations in Paragraph 152, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines are incompatible with American diesel fuel

153. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 153 on other manufacturers' knowledge, and therefore denies the allegations. GM admits that Paragraph 153, including its footnote, purports to quote a statement of the Engine Manufacturers' Association, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 153, except to admit that GM has been a member of the Truck & Engine Manufacturers Association during the period from 2009 to present.

154. GM admits that Paragraph 154 purports to quote a position statement of the Engine Manufacturers' Association, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 154.

155. GM admits that Paragraph 155, including its footnote, purports to summarize and quote a "Joint FIE Manufacturers" position paper, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 155.

156. GM admits that Paragraph 156 purports to summarize and quote a July 2014 study, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 156.

157. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 157 on the production of diesel fuel, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 157.

158. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 158 on the production of diesel fuel, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 158.

E. The Unreliability of U.S. Diesel Fuel.

159. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 159 on low sulfur diesel fuel and other manufacturers' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 159.

160. GM admits that Paragraph 160, including its footnote, purports to summarize a 2014 Infineum Worldwide Winter Diesel Fuel Quality Survey, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 160.

161. GM admits that Paragraph 161, including its footnote, purports to summarize a 2018 Infineum survey, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 161.

162. GM admits that Paragraph 162 purports to characterize a 2018 Infineum survey, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 162, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines are incompatible with American diesel fuel.

163. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 163 on low sulfur diesel fuel and consumer's knowledge of fuel lubricity, and therefore denies the allegations. GM admits that Paragraph 163, including its footnote, purports to summarize a 2018 Infineum survey, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 163, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines are incompatible with American diesel fuel.

F. Water in U.S. Diesel Fuel

164. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 164 on diesel fuel, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 164, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

165. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 165 on diesel fuel and other manufacturers' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 165, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

G. Dirt/Corrosion Particles and Gasoline Contamination in U.S. Diesel Fuel.

166. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 166 on diesel fuel, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 166.

H. Pre-Class Period Failures and Industry Knowledge.

167. GM denies the allegations in Paragraph 167, except to admit that the Duramax engine has been used in certain GM vehicles.

168. GM denies the allegations of Paragraph 168, except to admit that the LGH version of the Duramax engine with CP4 fuel pump was used in certain GM vehicles.

169. GM admits that Paragraph 169, including its footnotes, purports to quote and summarize a NHTSA report, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 169 on any investigation into other manufacturers' vehicles, and therefore denies the

allegations, except to admit that NHTSA requested documents from GM. GM denies the remaining allegations in Paragraph 169, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

170. GM admits that Paragraph 170, including its footnotes, purports to quote communications between other vehicle manufacturers and Bosch, and purports to show photos attached in those communications, but GM states that the documents speak for themselves and denies plaintiffs' characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 170 on the performance of other manufacturers' vehicles and any investigation into those vehicles, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 170.

171. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 171 on the performance of other manufacturers' vehicles and any investigation into those vehicles, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 171.

172. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 172 on other vehicle manufacturers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 172.

173. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 173 on unspecified OEMs, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 173.

174. The allegations in Paragraph 174 state legal conclusions to which no response is required. GM admits that Paragraph 174 purports to summarize a statute and related regulations, but states that the documents speak for themselves and denies plaintiffs' characterization of them.

175. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 175 on other vehicle manufacturers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 175.

176. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 176 on unspecified OEMs, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 176.

177. The allegations in Paragraph 177 state legal conclusions to which no response is required. GM admits that Paragraph 177 purports to summarize statutory and regulatory reporting requirements, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 177 on unspecified OEMs and unspecified "information", and therefore denies the allegations. GM denies the remaining allegations in Paragraph 177.

178. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 178, and therefore denies the allegations.

179. GM denies the allegations in Paragraph 179, including its footnote, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

180. GM admits that Paragraph 180, including its footnote, purports to summarize information GM provided to NHTSA, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 180, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

181. GM admits that Paragraph 181, including its footnotes, purports to summarize information GM provided to NHTSA, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 181, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

182. GM admits that Paragraph 182, including its footnote, purports to summarize information GM provided to NHTSA, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 182, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

183. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 183 on other vehicle manufacturers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 183, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

184. GM denies the allegations in Paragraph 184, except to admit that GM conducts pre-sale testing of vehicles.

185. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 185, including its footnote, on unspecified drivers' experiences, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 185, including its footnote, except to admit that GM conducts pre-sale testing of vehicles. GM specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

186. GM denies the allegations in Paragraph 186, including all subparagraphs, except to admit that CP4 fuel injection pumps were used in certain GM vehicles.

187. GM lacks sufficient information to form a belief as to the truth of the allegations regarding vehicle modification by third parties, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 187, except to admit that CP4 fuel injection pumps were used in certain GM vehicles.

188. GM admits that Paragraph 188, including its footnote, purports to quote certain GM communications regarding vehicles not involved in this lawsuit, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 188, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or pose safety risks.

I. The CP4 Defect Poses an Inherent Risk to Vehicle Occupant Safety and Renders the Class Vehicles *Per Se* Defective.

189. The allegations in Paragraph 189 state legal conclusions to which no response is required. GM admits that Paragraph 189 purports to summarize a statute and related regulations, but states that the documents speak for themselves and denies plaintiffs' characterization of them.

190. The allegations in Paragraph 190 state legal conclusions to which no response is required. GM admits that Paragraph 190 purports to quote and summarize case law, statutes, and regulations, but states that the documents speak for themselves and denies plaintiffs' characterization of them.

191. The allegations in Paragraph 191 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 191, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

192. GM admits that Paragraph 192, including its footnote, purports to quote a post from an online discussion board, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 192, and therefore denies the allegations.

193. GM admits that Paragraph 193, including its footnotes, purports to quote a post from an online discussion board, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 193, and therefore denies the allegations.

194. GM admits that Paragraph 194, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 194, and therefore denies the allegations.

195. GM admits that Paragraph 195, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 195, and therefore denies the allegations.

196. GM admits that Paragraph 196, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 196, and therefore denies the allegations.

197. GM admits that Paragraph 197, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 197, and therefore denies the allegations.

198. GM admits that Paragraph 198, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 198, and therefore denies the allegations.

199. GM admits that Paragraph 199, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 199, and therefore denies the allegations.

200. GM admits that Paragraph 200, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 200, and therefore denies the allegations.

201. GM admits that Paragraph 201, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 201, and therefore denies the allegations.

202. GM admits that Paragraph 202, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 202, and therefore denies the allegations.

203. GM admits that Paragraph 203, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 203, and therefore denies the allegations.

204. GM admits that Paragraph 204, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 204, and therefore denies the allegations.

205. GM admits that Paragraph 205, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 205, and therefore denies the allegations.

206. GM admits that Paragraph 206, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 206, and therefore denies the allegations.

207. GM admits that Paragraph 207, including its subparagraphs and footnote, purports to quote posts from an online discussion board, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 207, and therefore denies the allegations.

208. GM admits that Paragraph 208, including its footnote, purports to quote a post from an online discussion board, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 208, and therefore denies the allegations.

209. GM admits that Paragraph 209, including its footnote, purports to quote a post from an online discussion board, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 209, and therefore denies the allegations.

210. GM admits that Paragraph 210, including its footnotes, purports to quote a post from an online discussion board, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 210, and therefore denies the allegations.

211. GM admits that Paragraph 211, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 211, and therefore denies the allegations.

212. GM admits that Paragraph 212, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 212, and therefore denies the allegations.

213. GM admits that Paragraph 213, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 213, and therefore denies the allegations.

214. GM admits that Paragraph 214, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 214, and therefore denies the allegations.

215. GM admits that Paragraph 215, including its footnote, purports to quote language from a NHTSA report, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 215, and therefore denies the allegations.

216. GM admits that Paragraph 216, including its footnotes, purports to quote language and reproduce images from a service bulletin, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 216.

217. GM admits that Paragraph 217, including its footnote, purports to summarize a service bulletin, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 217.

218. GM admits that Paragraph 218, including its footnotes, purports to quote and summarize language from websites, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 218, except to admit that the Denso HP4 fuel injection pump was used in certain GM vehicles.

J. The Cost and Damage from "Progressive" CP4 Failures Are Significant.

219. GM denies the allegations in Paragraph 219, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

220. GM denies the allegations in Paragraph 220, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

221. GM denies the allegations in Paragraph 221, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

222. GM denies the allegations in Paragraph 222, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

223. GM denies the allegations in Paragraph 223, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

224. GM denies the allegations in Paragraph 224, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

225. GM admits that Paragraph 225, including its footnote, purports to quote a website, but states that the document speaks for itself and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 225 on conduct of other automotive parts sellers or consumers and non-GM parts, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 225, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

226. GM admits that Paragraph 226, including its footnote, purports to quote certain websites, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 226 on the conduct of independent automotive parts vendors and consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 226, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

227. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 227 on installation of aftermarket parts on GM vehicles, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 227.

228. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 228 on the installation of aftermarket parts on GM vehicles, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 228, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

229. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 229 on the installation of aftermarket parts on, or use of fuel additives in, GM vehicles, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 229, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

230. GM denies the allegations in Paragraph 230, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

K. GM Knew Durability and Superiority Were Material to Consumers and Falsely Promised its Trucks Were Durable and Superior.

231. GM admits that Paragraph 231, including its footnote, purports to quote language from product information or marketing materials, but states that the

documents speak for themselves, and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 231.

232. GM admits that Paragraph 232 purports to quote language from product information or marketing materials, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 232.

233. GM admits that Paragraph 233 purports to quote language from product information or marketing materials, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 233.

234. GM admits that Paragraph 234, including its footnote, purports to quote language from and reproduce product information or marketing materials, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 234.

235. GM admits that Paragraph 235, including its footnote, purports to quote language from and reproduce product information or marketing materials, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 235.

236. GM admits that Paragraph 236, including its footnote, purports to quote language from and reproduce product information or marketing materials, but states

that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 236.

237. GM admits that Paragraph 237, including its footnote, purports to quote language from product information or marketing materials, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 237.

238. GM admits that Paragraph 238, including its footnote, purports to quote language from and reproduce product information or marketing materials, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 238.

239. GM admits that Paragraph 239, including its footnote, purports to quote language from product information or manuals, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 239.

240. GM admits that Paragraph 240, including its footnote, purports to quote language from and reproduce product information, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 240.

241. GM admits that Paragraph 241, including its footnote, purports to quote language from product information or marketing materials, but states that the

documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 241.

242. GM admits that Paragraph 242, including its footnote, purports to quote language from product information or marketing materials, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 242.

243. GM admits that GM provided an express limited warranty in connection with the sale of new GM vehicles with the CP4 fuel injection pump, and that the warranty provided coverage for certain powertrain components for a term of 5 years/100,000 miles, whichever comes first. GM states that the warranty speaks for itself and denies plaintiffs' characterization of it.

244. GM denies the allegations in Paragraph 244, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers.

245. GM denies the allegations in Paragraph 245, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers.

L. GM's "Certified Pre-Owned" Vehicle Sales Allow GM to Further Profit Off of its Fraudulent Conduct.

246. GM denies the allegations in Paragraph 246, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

247. GM admits that Paragraph 247, including its footnote, purports to quote language from a website, but states that the site speaks for itself and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 247, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

248. GM denies the remaining allegations in Paragraph 248, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

M. Allegations Establishing Agency Relationship Between Manufacturer GM and GM Dealerships.

249. GM denies the allegations in Paragraph 249, including all subparagraphs i through xxiii, and specifically denies that GM-authorized dealerships are its agents, that GM has the ability to control authorized GM dealers, and that GM acts as a principal to authorized GM dealers.

V. TOLLING OF THE STATUTE OF LIMITATIONS

250. GM denies the allegations in Paragraph 250, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are

incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

251. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 251 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 251, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

252. The allegations in Paragraph 252 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 252 on plaintiffs' and other putative class members' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 252, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

253. The allegations in Paragraph 253 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 253 on plaintiffs' and other putative class members' knowledge, and therefore denies the allegations. GM denies the remaining

allegations in Paragraph 253. GM specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

254. The allegations in Paragraph 254 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 254 on plaintiffs' and other putative class members' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 254, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

255. The allegations in Paragraph 255 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 255 on plaintiffs' and other putative class members' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 255, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

256. The allegations in Paragraph 256 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 256 on plaintiffs' and other putative class members' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 256, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

257. The allegations in Paragraph 257 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 257, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

258. GM denies the allegations in Paragraph 258, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

259. GM denies the allegations in Paragraph 259, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

260. The allegations in Paragraph 260 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 260, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

261. The allegations in Paragraph 261 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 261, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

262. The allegations in Paragraph 262 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 262, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

VI. CLASS ACTION ALLEGATIONS

263. GM denies the allegations in Paragraph 263, including all subparagraphs, except to admit that the SAC purports to bring a class action. GM denies that a class action can be maintained.

264. GM denies the allegations in Paragraph 264, including all subparagraphs, except to admit that the SAC purports to bring a class action. GM denies that a class action can be maintained.

265. GM denies the allegations in Paragraph 265, except to admit that plaintiffs purport to identify those excluded from the alleged class. GM denies that a class action can be maintained.

266. The allegations in Paragraph 266 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 266, and denies that a class action can be maintained.

267. The allegations in Paragraph 267 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 267, and denies that a class action can be maintained.

268. GM denies the allegations in Paragraph 268.

269. The allegations in Paragraph 269 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 269, and denies that a class action can be maintained.

270. The allegations in Paragraph 270, including all subparagraphs a through i, state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 270, including all subparagraphs, and denies that a class action can be maintained. GM also specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel.

271. The allegations in Paragraph 271 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 271, and denies that a class action can be maintained.

272. The allegations in Paragraph 272 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 272, and denies that a class action can be maintained.

273. The allegations in Paragraph 273 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 273, and denies that a class action can be maintained.

VII. CAUSES OF ACTION

A. Multi-State Claims.

COUNT I

VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT 15 U.S.C. § 2301, ET. SEQ.

274. GM incorporates by reference its responses to all preceding paragraphs above.

275. No response is required to allegations in Paragraph 275 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. GM admits that plaintiffs purport to bring this action as a class action, but denies that a class action can be maintained or that plaintiffs state any claims or any right to relief against GM.

276. No response is required to allegations in Paragraph 276 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 276 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 276.

277. No response is required to allegations in Paragraph 277 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 277 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 277.

278. No response is required to allegations in Paragraph 278 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 278 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 278.

279. No response is required to allegations in Paragraph 279 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 279 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 279.

280. No response is required to allegations in Paragraph 280 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 280 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 280.

281. No response is required to allegations in Paragraph 281 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 281 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 281, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

282. No response is required to allegations in Paragraph 282 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 282 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 282, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers.

283. No response is required to allegations in Paragraph 283 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 283 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 283.

284. No response is required to allegations in Paragraph 284 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 284 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 284, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects, or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

285. No response is required to allegations in Paragraph 285 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 285 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 285, and specifically denies that GM authorized dealerships are its agents, denies that the CP4 fuel injection pumps in

GM's Duramax diesel engines have defects, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

286. No response is required to allegations in Paragraph 286 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 286 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 286, and specifically denies that a class action can be maintained.

287. No response is required to allegations in Paragraph 287 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 287 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 287.

288. No response is required to allegations in Paragraph 288 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs' claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 288 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 288.

289. No response is required to allegations in Paragraph 289 that relate to Alabama, Florida, Illinois, Michigan, New York, Tennessee, and Virginia plaintiffs'

claims, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 289 state legal conclusions to which no response is required. GM admits the SAC purports to seek out of pocket costs, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 289, and specifically denies that there is any legal basis for damages against GM, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

B. Texas Allegations

290. The allegations in Paragraph 290 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 290.

291. The allegations in Paragraph 291 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 291.

292. The allegations in Paragraph 292 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 292.

293. The allegations in Paragraph 293 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 293, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

294. The allegations in Paragraph 294 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 294, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

295. The allegations in Paragraph 295 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 295.

COUNT II

FRAUDULENT CONCEALMENT (Common Law)

296. GM incorporates by reference its responses to all preceding paragraphs above.

297. No response is required to allegations in Paragraph 297 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. GM admits that plaintiffs purport to bring this claim on behalf of themselves and the putative nationwide or state subclasses. GM denies that any class action can be maintained.

298. No response is required to allegations in Paragraph 289 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New

Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 298 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 298, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

299. No response is required to allegations in Paragraph 299 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 299 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 299, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

300. No response is required to allegations in Paragraph 300 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 300 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 300, and specifically denies that the CP4 fuel injection

pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

301. No response is required to allegations in Paragraph 301 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 301 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 301, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

302. No response is required to allegations in Paragraph 302 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 302 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 302, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

303. No response is required to allegations in Paragraph 303 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New

Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. GM admits that Paragraph 303 purports to quote language from product information or marketing materials, but states that the documents speak for themselves and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 303, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

304. No response is required to allegations in Paragraph 304 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 304 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 304, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

305. No response is required to allegations in Paragraph 305 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which

the Court dismissed in its March 31, 2021 Order. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 305 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 305, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

306. No response is required to allegations in Paragraph 306 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 306 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 306 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 306, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

307. No response is required to allegations in Paragraph 307 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law which the Court dismissed in its March 31, 2021 Order. No response is required to allegations in Paragraph 307 that relate to plaintiffs' affirmative misrepresentation claims to the extent those claims are based on GM's advertising, which the Court found to be non-actionable puffery in its March 31, 2021 Order. The allegations in Paragraph 307 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 307, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

308. No response is required to allegations in Paragraph 308 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. No response is required to allegations in Paragraph 308 that relate to plaintiffs' affirmative misrepresentation claims to the extent those claims are based on GM's advertising, which the Court found to be non-actionable puffery in its March 31, 2021 Order. The allegations in

Paragraph 308 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 308 on plaintiffs' vehicle purchases, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 308, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

309. No response is required to allegations in Paragraph 309 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 309 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 309 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 309, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

310. No response is required to allegations in Paragraph 310 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 310 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 310 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 310. GM specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

311. No response is required to allegations in Paragraph 311 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 311 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 311 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 311, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S.

diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

312. No response is required to allegations in Paragraph 312 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 312 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 312 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 312. GM specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

313. No response is required to allegations in Paragraph 313 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 313 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 313 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining

allegations in Paragraph 313, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

314. No response is required to allegations in Paragraph 314 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 314 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 314, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

315. No response is required to allegations in Paragraph 315 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 315 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 315, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S.

diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

316. No response is required to allegations in Paragraph 316 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 316 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 316.

317. No response is required to allegations in Paragraph 317 that relate to claims brought pursuant to California, Louisiana, Michigan, Mississippi, New Hampshire, New Jersey, Ohio, Oregon, South Carolina, and Tennessee law, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 317 state legal conclusions to which no response is required. GM admits the SAC purports to seek punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 317, and specifically denies that there is any legal basis for damages against GM. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

COUNT III

BREACH OF CONTRACT
(Common Law)

318 – 323. Paragraphs 318 through 323 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 318 through 313 on that ground.

C. Claims Brought on Behalf of the Alabama Class.

COUNT I

VIOLATIONS OF THE ALABAMA DECEPTIVE
TRADE PRACTICES ACT
(ALA. CODE § 8-19-1, ET SEQ.)

324 – 342. Paragraphs 324 through 342 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 324 through 342 on that ground.

COUNT II

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(ALA. CODE § 7-2-314)

343 – 350. Paragraphs 343 through 350 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 343 through 350 on that ground.

COUNT III

UNJUST ENRICHMENT

351. GM incorporates by reference its responses to all preceding paragraphs above.

352. GM admits that plaintiffs purport to bring this claim on behalf of the putative Alabama class. GM denies that any class action can be maintained.

353. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

354. The allegations in Paragraph 354 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 354.

355. The allegations in Paragraph 355 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 355.

356. The allegations in Paragraph 356 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 356.

357. The allegations in Paragraph 357 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 357.

358. The allegations in Paragraph 358 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 358 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 358.

359. The allegations in Paragraph 359 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 359.

360. The allegations in Paragraph 360 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 360

D. Claims Brought on Behalf of the Alaska Class.

COUNT I

VIOLATION OF THE ALASKA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION ACT
(ALASKA STAT. ANN. § 45.50.471, *ET SEQ.*)

361 – 365. Paragraphs 361 through 365 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 361 through 365 on that ground.

COUNT II

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(ALASKA STAT. § 45.02.314)

366. GM incorporates by reference its responses to all preceding paragraphs above.

367. GM admits that plaintiffs purport to bring this claim on behalf of the putative Alaska class. GM denies that any class action can be maintained.

368. The allegations in Paragraph 368 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 368.

369. The allegations in Paragraph 369 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 369.

370. The allegations in Paragraph 370 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 370.

371. The allegations in Paragraph 371 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 371, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

372. The allegations in Paragraph 372 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 372, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

373. The allegations in Paragraph 373 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 373.

E. Claims Brought on Behalf of the Arizona Class.

COUNT I

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

374. GM incorporates by reference its responses to all preceding paragraphs above.

375. GM admits that plaintiffs purport to bring this claim on behalf of the putative Arizona class. GM denies that any class action can be maintained.

376. The allegations in Paragraph 376 state legal conclusions to which no response is required. GM admits that Paragraph 376 purports to quote Ariz. Rev. Stat. § 44-1522(A), but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 376.

377. The allegations in Paragraph 377 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 377 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 377, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

378. The allegations in Paragraph 378 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 378 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 806, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

379. The allegations in Paragraph 379 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 379 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

379, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

380. The allegations in Paragraph 380 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 380.

381. The allegations in Paragraph 381 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 381, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

382. The allegations in Paragraph 382 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 382, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

383. The allegations in Paragraph 383 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 383.

384. The allegations in Paragraph 384 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 384, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

385. The allegations in Paragraph 385 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 385 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 385, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

386. The allegations in Paragraph 386 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 386.

387. The allegations in Paragraph 387 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 387. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

388. The allegations in Paragraph 388 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 388, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

389. The allegations in Paragraph 389 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual and punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 389, and specifically denies that there is any legal basis for damages against GM.

390. The allegations in Paragraph 390 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 390.

COUNT I

VIOLATIONS OF THE DECEPTIVE TRADE PRACTICE ACT (ARK. CODE ANN. § 4-88-101 *ET SEQ.*)

391. GM incorporates by reference its responses to all preceding paragraphs above.

392. GM admits that plaintiffs purport to bring this claim on behalf of the putative Arkansas class. GM denies that any class action can be maintained.

393. The allegations in Paragraph 393 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 393.

394. The allegations in Paragraph 394 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 394.

395. The allegations in Paragraph 395 state legal conclusions to which no response is required. GM admits that Paragraph 395 purports to quote Ark. Code Ann. § 4-88-108, but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 395.

396. The allegations in Paragraph 396 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 396 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 396, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

397. The allegations in Paragraph 397 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 397 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 397, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that

it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

398. The allegations in Paragraph 398 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 398 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 398, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

399. The allegations in Paragraph 399 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 399.

400. The allegations in Paragraph 400 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 400, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

401. The allegations in Paragraph 401 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 401, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

Answer to Paragraph 323:

402. The allegations in Paragraph 402 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 402.

403. The allegations in Paragraph 403 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 403, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

404. The allegations in Paragraph 404 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 404 on plaintiffs' vehicle purchases, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 404, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

405. The allegations in Paragraph 405 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 405.

406. The allegations in Paragraph 406 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 406, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

407. The allegations in Paragraph 407 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 407, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

408. The allegations in Paragraph 408 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual and punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 408, and specifically denies that there is any legal basis for damages against GM

409. The allegations in Paragraph 409 state legal conclusions to which no response is required. GM admits the SAC purports to seek attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 409.

COUNT II

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(ARK. CODE ANN. § 4-2-314)

410. GM incorporates by reference its responses to all preceding paragraphs above.

411. GM admits that plaintiffs purport to bring this claim on behalf of the putative Arkansas Class. GM denies that a class action can be maintained.

412. The allegations in Paragraph 412 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 412.

413. The allegations in Paragraph 413 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 413.

414. The allegations in Paragraph 414 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 414.

415. The allegations in Paragraph 415 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 415, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

416. The allegations in Paragraph 416 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 416, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

417. The allegations in Paragraph 417 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 417.

F. Claims Brought on Behalf of the California Class.

COUNT I

VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW
(CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*)

418. GM incorporates by reference its responses to all preceding paragraphs above.

419. GM admits that plaintiffs purport to bring this claim on behalf of the putative California class. GM denies that any class action can be maintained.

420. The allegations in Paragraph 420 state legal conclusions to which no response is required. GM admits that Paragraph 420 purports to quote Cal. Bus. & Prof. Code § 17200, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 420.

421. The allegations in Paragraph 421 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 421 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 421, and specifically denies that the CP4 fuel injection pumps in GM's

Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

422. The allegations in Paragraph 422 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 422 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 422, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

423. The allegations in Paragraph 423 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 423 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 423, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

424. The allegations in Paragraph 424 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 424.

425. The allegations in Paragraph 425 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 425, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

426. The allegations in Paragraph 426 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 426, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

427. The allegations in Paragraph 427 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 427.

428. The allegations in Paragraph 428 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 428, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

429. The allegations in Paragraph 429 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 429 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 429, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

430. The allegations in Paragraph 430 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 430.

431. The allegations in Paragraph 431 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 431, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

432. The allegations in Paragraph 432 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 432, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

433. The allegations in Paragraph 433 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual and punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 433, and specifically denies that there is any legal basis for damages against GM.

434. The allegations in Paragraph 434 state legal conclusions to which no response is required. GM admits the SAC purports to seek attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 434.

435. The allegations in Paragraph 435 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 435, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

COUNT II

VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT ("CLRA") (CAL. CIV. CODE § 1750, *ET SEQ.*)

436. GM incorporates by reference its responses to all preceding paragraphs above.

437. GM incorporates by reference its responses to all preceding paragraphs above.

438. GM admits that plaintiffs purport to bring this claim on behalf of the putative California class. GM denies that any class action can be maintained.

439. The allegations in Paragraph 439 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 439.

440. The allegations in Paragraph 440 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 440.

441. The allegations in Paragraph 441 state legal conclusions to which no response is required. GM admits that Paragraph 441 purports to quote Cal. Civ. Code § 1770(a), but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 441. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

442. The allegations in Paragraph 442 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 442 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 442, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

443. The allegations in Paragraph 443 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 443, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

444. The allegations in Paragraph 444 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 444 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 444, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

445. The allegations in Paragraph 445 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 445.

446. The allegations in Paragraph 446 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 446, and

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

447. The allegations in Paragraph 447 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 447, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

448. The allegations in Paragraph 448 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 448.

449. The allegations in Paragraph 449 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 449, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

450. The allegations in Paragraph 450 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 450 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 450, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are

incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

451. The allegations in Paragraph 451 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 451.

452. The allegations in Paragraph 452 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 452, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

453. The allegations in Paragraph 453 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 453, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

454. The allegations in Paragraph 454 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 454, and specifically denies that there is any legal basis for damages against GM.

455. The allegations in Paragraph 455 state legal conclusions to which no response is required. GM admits the SAC purports to seek statutory damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 455, and specifically denies that there is any legal basis for damages against GM.

456. The allegations in Paragraph 456 state legal conclusions to which no response is required. GM admits the SAC purports to seek punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 456, and specifically denies that there is any legal basis for damages against GM.

457. The allegations in Paragraph 457 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief, costs, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 457.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (CAL. COM. CODE §§ 2314 AND 10212)

458. GM incorporates by reference its responses to all preceding paragraphs above.

459. GM admits that plaintiffs purport to bring this claim on behalf of themselves and the putative California class. GM denies that any class action can be maintained.

460. The allegations in Paragraph 460 state legal conclusions to which no response is required. GM admits the SAC purports to damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 460, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

461. The allegations in Paragraph 461 state legal conclusions to which no response is required. GM admits that Paragraph 1039 purports to quote *Isip v. Mercedes-Benz, USA, LLC*, 155 Cal. App. 4th 19, 26 (2007) and *Am. Suzuki Motor Corp. v. Superior Court*, 37 Cal. App. 4th 1291 (1995), but states that those cases speak for themselves, and denies plaintiffs' characterization of them. GM denies the remaining allegations in Paragraph 461, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

462. The allegations in Paragraph 462 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 462.

463. The allegations in Paragraph 463 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 463.

464. The allegations in Paragraph 464 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 464.

465. The allegations in Paragraph 465 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 465.

466. The allegations in Paragraph 466 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 466 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 466, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

467. The allegations in Paragraph 467 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 467.

468. The allegations in Paragraph 468 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 468, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

469. The allegations in Paragraph 469 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 469.

470. The allegations in Paragraph 470 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 470 on plaintiffs' experiences, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 470.

471. The allegations in Paragraph 471 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 471, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

472. The allegations in Paragraph 472 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 472.

COUNT IV

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (CAL. CIV. CODE § 1791, *ET SEQ.*)

473. GM incorporates by reference its responses to all preceding paragraphs above.

474. The allegations in Paragraph 474 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 474.

475. The allegations in Paragraph 475 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 475.

476. The allegations in Paragraph 476 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 476, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

477. The allegations in Paragraph 477 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 477, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

478. The allegations in Paragraph 478 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 478.

479. The allegations in Paragraph 479 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 479.

480. The allegations in Paragraph 480 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 480.

G. Claims Brought on Behalf of the Colorado Class.

COUNT I

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

481. GM incorporates by reference its responses to all preceding paragraphs above.

482. No response is required to allegations in Paragraph 482 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. GM admits that plaintiffs purport to bring this claim on behalf of the putative Colorado class. GM denies that any class action can be maintained.

483. No response is required to allegations in Paragraph 483 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 483 state legal conclusions to which no response is required. GM admits that Paragraph 483 purports to quote Colo. Rev. Stat. § 6-1-105(1), but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 483.

484. No response is required to allegations in Paragraph 484 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 484

state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 484.

485. No response is required to allegations in Paragraph 485 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 485 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 485.

486. No response is required to allegations in Paragraph 486 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 486 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 486 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 486, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

487. No response is required to allegations in Paragraph 487 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 487

state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 487 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 487, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

488. No response is required to allegations in Paragraph 488 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 488 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 488 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 488, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

489. No response is required to allegations in Paragraph 489 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 489

state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 489.

490. No response is required to allegations in Paragraph 490 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 490 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 490, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

491. No response is required to allegations in Paragraph 491 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 491 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 491, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

492. No response is required to allegations in Paragraph 492 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 492 state legal conclusions to which no response is required.

493. No response is required to allegations in Paragraph 493 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which

the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 493 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 493, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

494. No response is required to allegations in Paragraph 494 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 494 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 494 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 494, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

495. No response is required to allegations in Paragraph 495 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which

the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 495 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 495.

496. No response is required to allegations in Paragraph 496 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 496 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 496, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

497. No response is required to allegations in Paragraph 497 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 497 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 497, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

498. No response is required to allegations in Paragraph 498 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 498

state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 498, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

499. No response is required to allegations in Paragraph 499 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 499 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 499, and specifically denies that there is any legal basis for damages against GM.

500. No response is required to allegations in Paragraph 500 that relate to plaintiffs' class action claims for monetary damages under the Colorado CPA, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 500 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, injunctive relief, costs, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 500.

COUNT II

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
(COLO. REV. STAT. § 4-2-314)

501. GM incorporates by reference its responses to all preceding paragraphs above.

502. GM admits that plaintiffs purport to bring this claim on behalf of the putative Colorado class. GM denies that any class action can be maintained.

503. The allegations in Paragraph 503 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 503.

504. The allegations in Paragraph 504 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 504.

505. The allegations in Paragraph 505 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 505.

506. The allegations in Paragraph 506 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 506, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

507. The allegations in Paragraph 507 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 507, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

508. The allegations in Paragraph 508 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 508.

COUNT III

UNJUST ENRICHMENT

509. GM incorporates by reference its responses to all preceding paragraphs above.

510. GM admits that plaintiffs purport to bring this claim on behalf of the putative Colorado class. GM denies that any class action can be maintained.

511. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

512. The allegations in Paragraph 512 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 512.

513. The allegations in Paragraph 513 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 513, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

514. The allegations in Paragraph 514 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 514.

515. The allegations in Paragraph 515 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 515.

516. The allegations in Paragraph 516 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 516 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 516.

517. The allegations in Paragraph 517 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 517.

518. The allegations in Paragraph 518 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 518.

H. Claims Brought on Behalf of the Connecticut Class.

COUNT I

VIOLATIONS OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT (CONN. GEN. STAT. ANN. § 42-110A *ET SEQ.*)

519. GM incorporates by reference its responses to all preceding paragraphs above.

520. GM admits that plaintiffs purport to bring this claim on behalf of the putative Connecticut class. GM denies that any class action can be maintained.

521. The allegations in Paragraph 521 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 521.

522. The allegations in Paragraph 522 state legal conclusions to which no response is required. GM admits that Paragraph 522 purports to quote Conn. Gen. Stat. Ann. § 42-110b(a), but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 522.

523. The allegations in Paragraph 523 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 523, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

524. The allegations in Paragraph 524 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 524, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

525. The allegations in Paragraph 525 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 525 on the expectations of an unnamed American

consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 525, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

526. The allegations in Paragraph 526 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 526 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 526, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

527. The allegations in Paragraph 527 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 527 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 527, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that

it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

528. The allegations in Paragraph 528 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 528.

529. The allegations in Paragraph 529 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 529, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

530. The allegations in Paragraph 530 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 530, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

531. The allegations in Paragraph 531 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 531,

532. The allegations in Paragraph 532 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 532, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

533. The allegations in Paragraph 533 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 533 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 533, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

534. The allegations in Paragraph 534 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 534.

535. The allegations in Paragraph 535 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 535, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

536. The allegations in Paragraph 536 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 536, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the

CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

537. The allegations in Paragraph 537 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages and punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 537, and specifically denies that there is any legal basis for damages against GM.

538. The allegations in Paragraph 538 state legal conclusions to which no response is required. GM admits the SAC purports to seek attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 538.

COUNT II

UNJUST ENRICHMENT

539. GM incorporates by reference its responses to all preceding paragraphs above.

540. GM admits that plaintiffs purport to bring this claim on behalf of the putative Connecticut class. GM denies that any class action can be maintained.

541. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

542. The allegations in Paragraph 542 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 542.

543. The allegations in Paragraph 543 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 543.

544. The allegations in Paragraph 544 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 544.

545. The allegations in Paragraph 545 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 545.

546. The allegations in Paragraph 546 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 546 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 546.

547. The allegations in Paragraph 547 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 547.

548. The allegations in Paragraph 548 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 548.

I. Claims Brought on Behalf of the District of Columbia (D.C.) Class.

COUNT I

VIOLATIONS OF THE CONSUMER PROTECTION PROCEDURES ACT(D.C. CODE § 28-3901, *ET SEQ.*)

549. GM incorporates by reference its responses to all preceding paragraphs above.

550. GM admits that plaintiffs purport to bring this claim on behalf of the putative D.C. class. GM denies that any class action can be maintained.

551. The allegations in Paragraph 551 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 551.

552. The allegations in Paragraph 552 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 552.

553. The allegations in Paragraph 553 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 553.

554. The allegations in Paragraph 554 state legal conclusions to which no response is required. GM admits that Paragraph 554 purports to quote D.C. Code § 28-3904, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 554.

555. The allegations in Paragraph 555 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 555 on the expectations of an unnamed American

consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 555, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

556. The allegations in Paragraph 556 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 556, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

557. The allegations in Paragraph 557 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 557 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 557, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

558. The allegations in Paragraph 558 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 558, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

559. The allegations in Paragraph 559 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 559 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 559, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

560. The allegations in Paragraph 560 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 560, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

561. The allegations in Paragraph 561 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 561, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

562. The allegations in Paragraph 562 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 562.

563. The allegations in Paragraph 563 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 563, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

564. The allegations in Paragraph 564 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 564 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 564, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

565. The allegations in Paragraph 565 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 565.

566. The allegations in Paragraph 566 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 566, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

567. The allegations in Paragraph 567 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual and punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 567, and specifically denies that there is any legal basis for damages against GM.

568. The allegations in Paragraph 568 state legal conclusions to which no response is required. GM admits the SAC purports to seek attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 568.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (D.C. CODE § 28:2-314)

569. GM incorporates by reference its responses to all preceding paragraphs above.

570. GM admits that plaintiffs purport to bring this claim on behalf of the putative D.C. class. GM denies that any class action can be maintained.

571. The allegations in Paragraph 571 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 571.

572. The allegations in Paragraph 572 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 572.

573. The allegations in Paragraph 573 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 573.

574. The allegations in Paragraph 574 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 574, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

575. The allegations in Paragraph 575 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 575, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

576. The allegations in Paragraph 576 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 576.

J. Claims Brought on Behalf of the Delaware Class.

COUNT I

VIOLATIONS OF THE DELAWARE CONSUMER FRAUD ACT
(DEL. CODE §§ 2513, *ET SEQ.*)

577. GM incorporates by reference its responses to all preceding paragraphs above.

578. GM admits that plaintiffs purport to bring this claim on behalf of the putative Delaware class. GM denies that any class action can be maintained.

579. The allegations in Paragraph 579 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 579.

580. The allegations in Paragraph 580 state legal conclusions to which no response is required. GM admits that Paragraph 580 purports to quote 6 Del. Code § 2513(a), but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 580.

581. The allegations in Paragraph 581 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 581 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 581, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

582. The allegations in Paragraph 582 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 582, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

583. The allegations in Paragraph 583 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 583 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 583, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

584. The allegations in Paragraph 584 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 584, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

585. The allegations in Paragraph 585 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 585 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 585, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

586. The allegations in Paragraph 586 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 586.

587. The allegations in Paragraph 587 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 587, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

588. The allegations in Paragraph 588 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 588, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

589. The allegations in Paragraph 589 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 589.

590. The allegations in Paragraph 590 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 590, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

591. The allegations in Paragraph 591 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 591 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 591, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

592. The allegations in Paragraph 592 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 592.

593. The allegations in Paragraph 593 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 593. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

594. The allegations in Paragraph 594 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 594, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

595. The allegations in Paragraph 595 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual and punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 595, and specifically denies that there is any legal basis for damages against GM.

596. The allegations in Paragraph 596 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 596.

COUNT II

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (6. DEL. CODE § 2-314)

597. GM incorporates by reference its responses to all preceding paragraphs above.

598. GM admits that plaintiffs purport to bring this claim on behalf of the putative Delaware class. GM denies that any class action can be maintained.

599. The allegations in Paragraph 599 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 599.

600. The allegations in Paragraph 600 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 600.

601. The allegations in Paragraph 601 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 601.

602. The allegations in Paragraph 602 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 602, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

603. The allegations in Paragraph 603 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 603, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

604. The allegations in Paragraph 604 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 604.

K. Claims Brought on Behalf of the Florida Class.

COUNT I

VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE
PRACTICES ACT (“FDUTPA”),
(FLA. STAT. ANN. § 501.201, *ET SEQ.*)

605. GM incorporates by reference its responses to all preceding paragraphs above.

606. GM admits that plaintiffs purport to bring this claim on behalf of the putative Florida class. GM denies that any class action can be maintained.

607. The allegations in Paragraph 607 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 607.

608. The allegations in Paragraph 608 state legal conclusions to which no response is required. GM admits that Paragraph 608 purports to quote Fla. Stat. Ann. § 501.204(1), but states that the Statute speaks for itself, and denies plaintiffs’ characterization of it. GM denies the remaining allegations in Paragraph 608, and specifically denies that the CP4 fuel injection pumps in GM’s Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

609. The allegations in Paragraph 609 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 609 on plaintiffs’ knowledge and intentions, and

therefore denies the allegations. GM denies the remaining allegations in Paragraph 609. GM specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

610. The allegations in Paragraph 610 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 610, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

611. The allegations in Paragraph 611 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 611, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

612. The allegations in Paragraph 612 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 612.

COUNT II

UNJUST ENRICHMENT

613. GM incorporates by reference its responses to all preceding paragraphs above.

614. GM admits that plaintiffs purport to bring this claim on behalf of themselves and the putative Florida class. GM denies that any class action can be maintained.

615. The allegations in Paragraph 615 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 615, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

616. The allegations in Paragraph 616 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 616, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

617. The allegations in Paragraph 617 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 617, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

618. The allegations in Paragraph 618 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 618 on plaintiffs' vehicle purchases, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 618.

619. The allegations in Paragraph 619 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 619.

620. The allegations in Paragraph 620 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 620.

621. The allegations in Paragraph 621 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 621 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 621, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

622. The allegations in Paragraph 622 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 622.

623. The allegations in Paragraph 623 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 623.

624. The allegations in Paragraph 624 state legal conclusions to which no response is required. GM admits the SAC purports to seek a constructive trust, but

denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 624, and specifically denies that there is any legal basis for damages against GM.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY,
(FLA. STAT. ANN. §§ 672.314 AND 680.212)

625 – 638. Paragraphs 625 through 638 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 625 through 638 on that ground.

L. Claims Brought on Behalf of the Georgia Class.

COUNT I

VIOLATION OF GEORGIA'S FAIR BUSINESS PRACTICES ACT
(GA. CODE ANN. § 10-1-390 *ET SEQ.*)

639 – 655. Paragraphs 639 through 655 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 639 through 655 on that ground.

COUNT II

VIOLATION OF THE GEORGIA UNIFORM DECEPTIVE TRADE
PRACTICES ACT
(GA. CODE ANN. § 10-1-370 *ET SEQ.*)

656. GM incorporates by reference its responses to all preceding paragraphs above.

657. GM admits that plaintiffs purport to bring this claim on behalf of the putative Georgia class. GM denies that any class action can be maintained.

658. The allegations in Paragraph 658 state legal conclusions to which no response is required. GM admits that Paragraph 658 purports to quote Ga. Code Ann. § 10-1-393(b), but states that the Law speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 658.

659. The allegations in Paragraph 659 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 659.

660. The allegations in Paragraph 660 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 660.

COUNT III

UNJUST ENRICHMENT

661. GM incorporates by reference its responses to all preceding paragraphs above.

662. GM admits that plaintiffs purport to bring this claim on behalf of the putative Georgia class. GM denies that any class action can be maintained.

663. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

664. The allegations in Paragraph 664 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 664.

665. The allegations in Paragraph 665 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 665.

666. The allegations in Paragraph 666 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 666.

667. The allegations in Paragraph 667 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 667.

668. The allegations in Paragraph 668. state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 668 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 668.

669. The allegations in Paragraph 669 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 669.

670. The allegations in Paragraph 670 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 670.

M. Claims Brought on Behalf of the Hawaii Class.

COUNT I

UNFAIR AND DECEPTIVE ACTS IN VIOLATION OF HAWAII LAW
(HAW. REV. STAT. ANN. §§ 480, *ET SEQ.*)

671. GM incorporates by reference its responses to all preceding paragraphs above.

672. GM admits that plaintiffs purport to bring this claim on behalf of the putative Hawaii Island class. GM denies that any class action can be maintained.

673. The allegations in Paragraph 673 state legal conclusions to which no response is required. GM admits that Paragraph 673 purports to quote Haw. Rev. Stat. Ann. § 480-2(a), but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 673.

674. The allegations in Paragraph 674 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 674.

675. The allegations in Paragraph 675 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 675.

676. The allegations in Paragraph 676 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 676, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

677. The allegations in Paragraph 677 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 677 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 677, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

678. The allegations in Paragraph 678 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 678 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 678, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

679. The allegations in Paragraph 679 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 679 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 679, and specifically denies that the CP4 fuel injection pumps in GM's Duramax

diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

680. The allegations in Paragraph 680 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 680, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

681. The allegations in Paragraph 681 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 681, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

682. The allegations in Paragraph 682 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 682.

683. The allegations in Paragraph 683 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 683, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

684. The allegations in Paragraph 684 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 684 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 684, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

685. The allegations in Paragraph 685 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 685.

686. The allegations in Paragraph 686 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 686, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

687. The allegations in Paragraph 687 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 687, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

688. The allegations in Paragraph 688 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 688, and specifically denies that there is any legal basis for damages against GM.

689. The allegations in Paragraph 689 state legal conclusions to which no response is required. GM admits the SAC purports to seek statutory damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 689, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (HAW. REV. STAT. ANN. § 490:2-314)

690. GM incorporates by reference its responses to all preceding paragraphs above.

691. GM admits that plaintiffs purport to bring this claim on behalf of the putative Hawaii class. GM denies that any class action can be maintained.

692. The allegations in Paragraph 692 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 692.

693. The allegations in Paragraph 693 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 693.

694. The allegations in Paragraph 694 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 694.

695. The allegations in Paragraph 695 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 695, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

696. The allegations in Paragraph 696 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 696, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

697. The allegations in Paragraph 697 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 697.

N. Claims Brought on Behalf of the Idaho Class.

COUNT I

VIOLATIONS OF THE IDAHO CONSUMER PROTECTION ACT
(IDAHO CIV. CODE § 48-601 *ET SEQ.*)

698. GM incorporates by reference its responses to all preceding paragraphs above.

699. GM admits that plaintiffs purport to bring this claim on behalf of the putative Idaho class. GM denies that any class action can be maintained.

700. The allegations in Paragraph 700 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 700.

701. The allegations in Paragraph 701 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 701.

702. The allegations in Paragraph 702 state legal conclusions to which no response is required. GM admits that Paragraph 702 purports to summarize Idaho Civ. Code § 48-603, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 702.

703. The allegations in Paragraph 703 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 703 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 703, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

704. The allegations in Paragraph 704 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 704 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

704, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

705. The allegations in Paragraph 705 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 705 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 705, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

706. The allegations in Paragraph 706 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 706, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

707. The allegations in Paragraph 707 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 707, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

708. The allegations in Paragraph 708 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 708.

709. The allegations in Paragraph 709 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 709, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

710. The allegations in Paragraph 710 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 710 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 710, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

711. The allegations in Paragraph 711 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 711.

712. The allegations in Paragraph 712 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 712, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

713. The allegations in Paragraph 713 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 713, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

714. The allegations in Paragraph 714 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 714, and specifically denies that there is any legal basis for damages against GM.

715. The allegations in Paragraph 715 state legal conclusions to which no response is required. GM admits the SAC purports to seek punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 715, and specifically denies that there is any legal basis for damages against GM.

COUNT II

UNJUST ENRICHMENT

716. GM incorporates by reference its responses to all preceding paragraphs above.

717. GM admits that plaintiffs purport to bring this claim on behalf of the putative Idaho class. GM denies that any class action can be maintained.

718. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

719. The allegations in Paragraph 719 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 19.

720. The allegations in Paragraph 720 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 720.

721. The allegations in Paragraph 721 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 721.

722. The allegations in Paragraph 722 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 722.

723. The allegations in Paragraph 723 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 723 on plaintiffs' knowledge and intentions, and

therefore denies the allegations. GM denies the remaining allegations in Paragraph 723.

724. The allegations in Paragraph 724 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 724.

725. The allegations in Paragraph 725 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 725.

O. Claims Brought on Behalf of the Illinois Class.

COUNT I

VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT
(815 ILCS 505/1 *ET SEQ.* AND 720 ILCS 295/1A)

726. GM incorporates by reference its responses to all preceding paragraphs above.

727. GM admits that plaintiffs purport to bring this claim on behalf of the putative Illinois class. GM denies that any class action can be maintained.

728. The allegations in Paragraph 728 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 728.

729. The allegations in Paragraph 729 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 729.

730. The allegations in Paragraph 730 state legal conclusions to which no response is required. GM admits that Paragraph 730 purports to quote 815 ILCS

505/2, but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 730.

731. The allegations in Paragraph 731 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 731 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 731, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

732. The allegations in Paragraph 732 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 732, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

733. The allegations in Paragraph 733 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 733 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

733, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

734. The allegations in Paragraph 734 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 734.

735. The allegations in Paragraph 735 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 735, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

736. The allegations in Paragraph 736 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 736, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

737. The allegations in Paragraph 737 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 737.

738. The allegations in Paragraph 738 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 738, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

739. The allegations in Paragraph 739 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 739 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 739, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

740. The allegations in Paragraph 740 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 740.

741. The allegations in Paragraph 741 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 741, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

742. The allegations in Paragraph 742 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 742, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

743. The allegations in Paragraph 743 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, and punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 743, and specifically denies that there is any legal basis for damages against GM.

744. The allegations in Paragraph 744 state legal conclusions to which no response is required. GM admits the SAC purports to seek punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 744.

COUNT II

BREACH OF THE IMPLIED WARRANTY FOR MERCHANTABILITY (810 ILCS 5/2-314)

745 – 752. Paragraphs 745 through 752 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 745 through 752 on that ground.

COUNT III

UNJUST ENRICHMENT

753. GM incorporates by reference its responses to all preceding paragraphs above.

754. GM admits that plaintiffs purport to bring this claim on behalf of the putative Illinois class. GM denies that any class action can be maintained.

755. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

756. The allegations in Paragraph 756 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 756.

757. The allegations in Paragraph 757 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 757.

758. The allegations in Paragraph 758 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 758.

759. The allegations in Paragraph 759 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 759.

760. The allegations in Paragraph 760 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 760 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 760.

761. The allegations in Paragraph 761 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 761.

762. The allegations in Paragraph 762 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 762.

P. Claims Brought on Behalf of the Indiana Class.

COUNT I

VIOLATION OF THE INDIANA DECEPTIVE CONSUMER SALES ACT
(IND. CODE § 24-5-0.5-3)

763. GM incorporates by reference its responses to all preceding paragraphs above.

764. GM admits that plaintiffs purport to bring this claim on behalf of the putative Indiana class. GM denies that any class action can be maintained.

765. The allegations in Paragraph 765 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 765.

766. The allegations in Paragraph 766 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 766.

767. The allegations in Paragraph 767 state legal conclusions to which no response is required. GM admits that Paragraph 767 purports to quote Ind. Code § 24-5-0.5-3, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 767.

768. The allegations in Paragraph 768 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 768, including all subparts. GM specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

769. The allegations in Paragraph 769 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 769, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

770. The allegations in Paragraph 770 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 770 on unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 770, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

771. The allegations in Paragraph 771 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 771, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

772. The allegations in Paragraph 772 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 772.

773. The allegations in Paragraph 773 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 773, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

774. The allegations in Paragraph 774 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 774, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

775. The allegations in Paragraph 775 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 775, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel

engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

776. The allegations in Paragraph 776 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 776, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

777. The allegations in Paragraph 777 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 777.

778. The allegations in Paragraph 778 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages and treble damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 778, and specifically denies that there is any legal basis for damages against GM.

779. The allegations in Paragraph 779 state legal conclusions to which no response is required. GM admits the SAC purports to seek punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 779, and specifically denies that there is any legal basis for damages against GM.

780. The allegations in Paragraph 780 state legal conclusions to which no response is required. GM admits that plaintiffs sent GM a letter dated August 9, 2019

on behalf of the putative Indiana class, but states that the letter speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 780, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (IND. CODE § 26-1-2-314)

781. GM incorporates by reference its responses to all preceding paragraphs above.

782. GM admits that plaintiffs purport to bring this claim on behalf of the putative Indiana class. GM denies that any class action can be maintained.

783. The allegations in Paragraph 783 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 783.

784. The allegations in Paragraph 784 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 784.

785. The allegations in Paragraph 785 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 785.

786. The allegations in Paragraph 786 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 786, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel

engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

787. The allegations in Paragraph 787 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 787, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

788. The allegations in Paragraph 788 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 788.

COUNT III

UNJUST ENRICHMENT

789. GM incorporates by reference its responses to all preceding paragraphs above.

790. GM admits that plaintiffs purport to bring this claim on behalf of the putative Indiana class. GM denies that any class action can be maintained.

791. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

792. The allegations in Paragraph 792 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 792.

793. The allegations in Paragraph 793 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 793.

794. The allegations in Paragraph 794 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 794.

795. The allegations in Paragraph 795 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 795.

796. The allegations in Paragraph 796 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 796 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 796.

797. The allegations in Paragraph 797 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 797.

798. The allegations in Paragraph 798 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 798.

Q. Claims Brought on Behalf of the Iowa Class.

COUNT I

CONSUMER FRAUDS ACTS IN VIOLATION OF IOWA LAW
(IOWA CODE § 714H.1 *ET SEQ.*)

799. GM incorporates by reference its responses to all preceding paragraphs above.

800. GM admits that plaintiffs purport to bring this claim on behalf of the putative Iowa class. GM denies that any class action can be maintained.

801. The allegations in Paragraph 801 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 801.

802. The allegations in Paragraph 802 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 802.

803. The allegations in Paragraph 803 state legal conclusions to which no response is required. GM admits that Paragraph 803 purports to quote Iowa Code § 714H.3, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 803, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

804. The allegations in Paragraph 804 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 804.

805. The allegations in Paragraph 805 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 805 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 805, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

806. The allegations in Paragraph 806 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 806 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 806, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

807. The allegations in Paragraph 807 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 807 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 807, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose

808. The allegations in Paragraph 808 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 808 on unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 808, and states that it

fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

809. The allegations in Paragraph 809 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 809, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

810. The allegations in Paragraph 810 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 810, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

811. The allegations in Paragraph 811 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 811, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

812. The allegations in Paragraph 812 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 812, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

813. The allegations in Paragraph 813 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 813 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 813, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

814. The allegations in Paragraph 814 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 814, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

815. The allegations in Paragraph 815 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 815, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

816. The allegations in Paragraph 816 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief, actual

damages, treble damages, attorneys' fees, and costs, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 816, and specifically denies that there is any legal basis for damages against GM.

R. Claims Brought on Behalf of the Kansas Class.

COUNT I

VIOLATIONS OF THE KANSAS CONSUMER PROTECTION ACT
(KAN. STAT. ANN. § 50-623 *ET SEQ.*)

817. GM incorporates by reference its responses to all preceding paragraphs above.

818. GM admits that plaintiffs purport to bring this claim on behalf of the putative Kansas class. GM denies that any class action can be maintained.

819. The allegations in Paragraph 819 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 819.

820. The allegations in Paragraph 820 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 820.

821. The allegations in Paragraph 821 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 821.

822. The allegations in Paragraph 822 state legal conclusions to which no response is required. GM admits that Paragraph 822 purports to quote Kan. Stat.

Ann. § 50- 626(a), but states that the statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 822.

823. The allegations in Paragraph 823 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 823 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 823, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

824. The allegations in Paragraph 824 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 824, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

825. The allegations in Paragraph 825 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 825 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

825, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

826. The allegations in Paragraph 826 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 826.

827. The allegations in Paragraph 827 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 827, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

828. The allegations in Paragraph 828 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 828, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

829. The allegations in Paragraph 829 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 829.

830. The allegations in Paragraph 830 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 830, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

831. The allegations in Paragraph 831 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 831 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 831, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

832. The allegations in Paragraph 832 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 832.

833. The allegations in Paragraph 833 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 833. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

834. The allegations in Paragraph 834 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 834, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

835. The allegations in Paragraph 835 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual and punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 835, and specifically denies that there is any legal basis for damages against GM.

836. The allegations in Paragraph 836 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 836.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (KAN. STAT. ANN. § 84-2-314)

837. GM incorporates by reference its responses to all preceding paragraphs above.

838. GM admits that plaintiffs purport to bring this claim on behalf of the putative Kansas class. GM denies that any class action can be maintained.

839. The allegations in Paragraph 839 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 839.

840. The allegations in Paragraph 840 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 840.

841. The allegations in Paragraph 841 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 841, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

842. The allegations in Paragraph 842 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 842, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

843. The allegations in Paragraph 843 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 843.

S. Claims Brought on Behalf of the Kentucky Class.

COUNT I

VIOLATIONS OF THE KENTUCKY CONSUMER PROTECTION ACT
(KY. REV. STAT. ANN. § 367.110 *ET SEQ.*)

844. GM incorporates by reference its responses to all preceding paragraphs above.

845. GM admits that plaintiffs purport to bring this claim on behalf of the putative Kentucky class. GM denies that any class action can be maintained.

846. The allegations in Paragraph 846 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 846.

847. The allegations in Paragraph 847 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 847.

848. The allegations in Paragraph 848 state legal conclusions to which no response is required. GM admits that Paragraph 848 purports to quote Ky. Rev. Stat. Ann. § 367.170(1), but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 848.

849. The allegations in Paragraph 849 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 849 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 849, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

850. The allegations in Paragraph 850 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 850 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

850, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

851. The allegations in Paragraph 851 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 851 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 851, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

852. The allegations in Paragraph 852 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 852.

853. The allegations in Paragraph 853 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 853 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 853, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

854. The allegations in Paragraph 854 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 854.

855. The allegations in Paragraph 855 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 855, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

856. The allegations in Paragraph 856 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 856, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

857. The allegations in Paragraph 857 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 857 on plaintiffs' vehicle purchases, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 857, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose

safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

858. The allegations in Paragraph 858 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 858.

859. The allegations in Paragraph 859 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 859, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

860. The allegations in Paragraph 860 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 860, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

861. The allegations in Paragraph 861 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, declaratory relief, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 861, and specifically denies that there is any legal basis for damages against GM.

T. Claims Brought on Behalf of the Louisiana Class.

COUNT I

VIOLATION OF THE LOUISIANA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW
(LA. STAT. ANN. § 51:1401 *ET SEQ.*)

862 – 878. Paragraphs 862 through 878 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 862 through 878 on that ground.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY/
WARRANTY AGAINST REDHIBITORY DEFECTS
(LA. CIV. CODE ART. 2520, 2524)

879. GM incorporates by reference its responses to all preceding paragraphs above.

880. GM admits that plaintiffs purport to bring this claim on behalf of the putative Louisiana class. GM denies that any class action can be maintained.

881. The allegations in Paragraph 881 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 881.

882. The allegations in Paragraph 882 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 882.

883. The allegations in Paragraph 883 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 883, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

884. The allegations in Paragraph 884 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 884, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

885. The allegations in Paragraph 885 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 885, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

886. The allegations in Paragraph 886 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 886.

U. Claims Brought on Behalf of the Maine Class.

COUNT I

VIOLATION OF THE MAINE UNFAIR TRADE PRACTICES ACT
(ME. REV. STAT. ANN. TIT. 5, § 205-A *ET SEQ.*)

887. GM incorporates by reference its responses to all preceding paragraphs above.

888. GM admits that plaintiffs purport to bring this claim on behalf of the putative Maine class. GM denies that any class action can be maintained.

889. The allegations in Paragraph 889 state legal conclusions to which no response is required. GM admits that Paragraph 889 purports to quote Me. Rev. Stat. Ann. tit. 5, § 207, but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 889.

890. The allegations in Paragraph 890 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 890.

891. The allegations in Paragraph 891 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 891.

892. The allegations in Paragraph 892 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 892, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

893. The allegations in Paragraph 893 state legal conclusions to which no response is required. GM denies the remaining allegations, in Paragraph 893, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose

safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

894. The allegations in Paragraph 894 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 894 on unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 894, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

895. The allegations in Paragraph 895 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 895, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

896. The allegations in Paragraph 896 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 896.

897. The allegations in Paragraph 897 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 897, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

898. The allegations in Paragraph 898 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 898 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 898, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

899. The allegations in Paragraph 899 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 899 on plaintiffs' vehicle purchases, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 899, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and

denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

900. The allegations in Paragraph 900 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 900 on plaintiffs' and unnamed consumers' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 900, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

901. The allegations in Paragraph 901 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 901 on plaintiffs' vehicle purchases, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 901, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

902. The allegations in Paragraph 902 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 902, and

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

903. The allegations in Paragraph 903 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 903.

904. The allegations in Paragraph 904 state legal conclusions to which no response is required. GM admits the SAC purports to seek attorneys' fees, and costs, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 904

905. The allegations in Paragraph 905 state legal conclusions to which no response is required. GM admits that plaintiffs sent GM a letter dated August 9, 2019 on behalf of the putative Maine class, but states that the letter speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 905, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (ME. REV. STAT. ANN. TIT. § 2-314)

906. GM incorporates by reference its responses to all preceding paragraphs above.

907. GM admits that plaintiffs purport to bring this claim on behalf of the putative Maine class. GM denies that any class action can be maintained.

908. The allegations in Paragraph 908 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 908.

909. The allegations in Paragraph 909 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 909.

910. The allegations in Paragraph 910 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 910.

911. The allegations in Paragraph 911 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 911, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

912. The allegations in Paragraph 912 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 912, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

913. The allegations in Paragraph 913 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 913.

V. Claims Brought on Behalf of the Maryland Class.

COUNT I

VIOLATIONS OF THE MARYLAND CONSUMER PROTECTION ACT
(MD. CODE ANN., COM. LAW § 13-101 *ET SEQ.*)

914. GM incorporates by reference its responses to all preceding paragraphs above.

915. GM admits that plaintiffs purport to bring this claim on behalf of the putative Maryland class. GM denies that any class action can be maintained.

916. The allegations in Paragraph 916 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 916.

917. The allegations in Paragraph 917 state legal conclusions to which no response is required. GM admits that Paragraph 917 purports to quote Md. Code Ann., Com. Law § 13-303, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 917, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

918. The allegations in Paragraph 918 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 918.

919. The allegations in Paragraph 919 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 919 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 919, and specifically denies that the CP4 fuel injection pumps in GM's

Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

920. The allegations in Paragraph 920 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 920 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 920, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

921. The allegations in Paragraph 921 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 921 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 921, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

922. The allegations in Paragraph 922 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 922, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

923. The allegations in Paragraph 923 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 923, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

924. The allegations in Paragraph 924 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 924.

925. The allegations in Paragraph 925 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 925, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

926. The allegations in Paragraph 926 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 926 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore

denies the allegations. GM denies the remaining allegations in Paragraph 926, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

927. The allegations in Paragraph 927 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 927.

928. The allegations in Paragraph 928 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 928, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

929. The allegations in Paragraph 929 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 929, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

930. The allegations in Paragraph 930 state legal conclusions to which no response is required. GM admits the SAC purports to seek damages and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies

the remaining allegations in Paragraph 930, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (MD. CODE COM. LAW § 2-314)

931. GM incorporates by reference its responses to all preceding paragraphs above.

932. GM admits that plaintiffs purport to bring this claim on behalf of the putative Maryland class. GM denies that any class action can be maintained.

933. The allegations in Paragraph 933 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 933.

934. The allegations in Paragraph 934 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 934.

935. The allegations in Paragraph 935 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 935.

936. The allegations in Paragraph 936 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 936, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

937. The allegations in Paragraph 937 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 937, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

938. The allegations in Paragraph 938 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 938.

W. Claims Brought on Behalf of the Massachusetts Class.

COUNT I

VIOLATIONS OF THE MASSACHUSETTS CONSUMER
PROTECTION ACT
(MASS. GEN. LAWS CH. 93A)

939. GM incorporates by reference its responses to all preceding paragraphs above.

940. GM admits that plaintiffs purport to bring this claim on behalf of the putative Massachusetts class. GM denies that any class action can be maintained.

941. The allegations in Paragraph 941 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 941.

942. The allegations in Paragraph 942 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 942.

943. The allegations in Paragraph 943 state legal conclusions to which no response is required. GM admits that Paragraph 943 purports to quote Mass Gen. Laws ch. 93A, § 2(1), but states that the Law speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 943.

944. The allegations in Paragraph 944 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 944, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

945. The allegations in Paragraph 945 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 945, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

946. The allegations in Paragraph 946 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 946, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel,

and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

947. The allegations in Paragraph 947 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 947 on plaintiffs' or unnamed consumers' knowledge and intentions, and the, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 947, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

948. The allegations in Paragraph 948 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 948, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

949. The allegations in Paragraph 949 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 949.

950. The allegations in Paragraph 950 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 950, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

951. The allegations in Paragraph 951 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 951, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

952. The allegations in Paragraph 952 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 952 on unnamed consumers' vehicle purchases, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 952, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

953. The allegations in Paragraph 953 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 953, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

954. The allegations in Paragraph 954 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 954.

955. The allegations in Paragraph 955 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief, actual damages, and treble damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 955, and specifically denies that there is any legal basis for damages against GM.

956. The allegations in Paragraph 956 state legal conclusions to which no response is required. GM admits that plaintiffs sent GM a letter dated August 9, 2019 on behalf of the putative Massachusetts class, but states that the letter speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 956, and specifically denies that there is any legal basis for damages against GM.

COUNT II

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

957. GM incorporates by reference its responses to all preceding paragraphs above.

958. GM admits that plaintiffs purport to bring this claim on behalf of the putative Massachusetts class. GM denies that any class action can be maintained.

959. The allegations in Paragraph 959 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 959.

960. The allegations in Paragraph 960 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 960.

961. The allegations in Paragraph 961 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 961.

962. The allegations in Paragraph 962 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 962, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

963. The allegations in Paragraph 963 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 963, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

964. The allegations in Paragraph 964 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 964.

X. Claims Brought on Behalf of the Michigan Class.

COUNT I

VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT
(MICH. COMP. LAWS § 445.903 *ET SEQ.*)

965 – 982. Paragraphs 965 through 982 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 965 through 982 on that ground.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(MICH. COMP. LAWS § 440.2314)

983 – 990. Paragraphs 983 through 990 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 983 through 990 on that ground.

COUNT III

UNJUST ENRICHMENT

991. GM incorporates by reference its responses to all preceding paragraphs above.

992. GM admits that plaintiffs purport to bring this claim on behalf of the putative Michigan class. GM denies that any class action can be maintained.

993. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

994. The allegations in Paragraph 994 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 994.

995. The allegations in Paragraph 995 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 995.

996. The allegations in Paragraph 996 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 996.

997. The allegations in Paragraph 997 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 997.

998. The allegations in Paragraph 998 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 998 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 998.

999. The allegations in Paragraph 999 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 999.

1000. The allegations in Paragraph 1000 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1000.

Y. Claims Brought on Behalf of the Minnesota Class.

COUNT I

VIOLATION OF THE MINNESOTA PREVENTION OF CONSUMER
FRAUD ACT
(MINN. STAT. § 325F.68 *ET SEQ.*)

1001. GM incorporates by reference its responses to all preceding paragraphs above.

1002. GM admits that plaintiffs purport to bring this claim on behalf of the putative Minnesota class. GM denies that any class action can be maintained.

1003. The allegations in Paragraph 1003 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1003.

1004. The allegations in Paragraph 1004 state legal conclusions to which no response is required. GM admits that Paragraph 1004 purports to quote Minn. Stat. § 325F.69(1), but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1004, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1005. The allegations in Paragraph 1005 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1005.

1006. The allegations in Paragraph 1006 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1006 on the expectations of an unnamed American

consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1006, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1007. The allegations in Paragraph 1007 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1007, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1008. The allegations in Paragraph 1008 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1008 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1008, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1009. The allegations in Paragraph 1009 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1009 on unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1009, states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1010. The allegations in Paragraph 1010 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1010, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1011. The allegations in Paragraph 1011. state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1011.

1012. The allegations in Paragraph 1012 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1012, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1013. The allegations in Paragraph 1013 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 1013 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1013, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1014. The allegations in Paragraph 1014 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1014.

1015. The allegations in Paragraph 1015 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1015, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1016. The allegations in Paragraph 1016 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1016, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1017. The allegations in Paragraph 1017 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, and attorneys' fees, but denies that it states any such claim or right to relief against GM.

GM denies the remaining allegations in Paragraph 1017, and specifically denies that there is any legal basis for damages against GM.

1018. The allegations in Paragraph 1018 state legal conclusions to which no response is required. GM admits the SAC purports to seek punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1018, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (MINN. STAT. § 336.2-314)

1019. GM incorporates by reference its responses to all preceding paragraphs above.

1020. GM admits that plaintiffs purport to bring this claim on behalf of the putative Minnesota class. GM denies that any class action can be maintained.

1021. The allegations in Paragraph 1021 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1021.

1022. The allegations in Paragraph 1022 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1022.

1023. The allegations in Paragraph 1023 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1023.

1024. The allegations in Paragraph 1024 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1024, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1025. The allegations in Paragraph 1025 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1025, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1026. The allegations in Paragraph 1026 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1026.

Z. Claims Brought on Behalf of the Mississippi Class.

COUNT I

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(MISS. CODE ANN. § 75-2-314)

1027. GM incorporates by reference its responses to all preceding paragraphs above.

1028. GM admits that plaintiffs purport to bring this claim on behalf of the putative Mississippi class. GM denies that any class action can be maintained.

1029. The allegations in Paragraph 1029 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1029.

1030. The allegations in Paragraph 1030 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1030.

1031. The allegations in Paragraph 1031 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1031.

1032. The allegations in Paragraph 1032 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1032, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1033. The allegations in Paragraph 1033 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1033, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1034. The allegations in Paragraph 1034 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1034.

AA. Claims Brought on Behalf of the Missouri Class.

COUNT I

VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT
(MO. REV. STAT. § 407.010 *ET SEQ.*)

1035. GM incorporates by reference its responses to all preceding paragraphs above.

1036. GM admits that plaintiffs purport to bring this claim on behalf of the putative Missouri class. GM denies that any class action can be maintained.

1037. The allegations in Paragraph 1037 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1037.

1038. The allegations in Paragraph 1038 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1038.

1039. The allegations in Paragraph 1039 state legal conclusions to which no response is required. GM admits that Paragraph 1039 purports to quote Mo. Rev. Stat. § 407.020, but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1039, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1040. The allegations in Paragraph 1040 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 1040 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1040, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1041. The allegations in Paragraph 1041 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1041 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1041, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1042. The allegations in Paragraph 1042 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1042 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1042, and specifically denies that the CP4 fuel injection pumps in GM's Duramax

diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1043. The allegations in Paragraph 1043 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1043 on unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1043, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1044. The allegations in Paragraph 1044 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1044, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1045. The allegations in Paragraph 1045 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1045.

1046. The allegations in Paragraph 1046 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1046, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1047. The allegations in Paragraph 1047 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1047 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1047, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1048. The allegations in Paragraph 1048 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1048.

1049. The allegations in Paragraph 1049 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1049 on plaintiffs' vehicle purchases, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1049, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose

1050. The allegations in Paragraph 1050 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1050, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1051. The allegations in Paragraph 1051 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1051, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (MO. REV. STAT. § 400.2-314)

1052. GM incorporates by reference its responses to all preceding paragraphs above.

1053. GM admits that plaintiffs purport to bring this claim on behalf of the putative Missouri class. GM denies that any class action can be maintained.

1054. The allegations in Paragraph 1054 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1054.

1055. The allegations in Paragraph 1055 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1055.

1056. The allegations in Paragraph 1056 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1056.

1057. The allegations in Paragraph 1057 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1057, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel

engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1058. The allegations in Paragraph 1058 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1058, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1059. The allegations in Paragraph 1059 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1059.

COUNT III

UNJUST ENRICHMENT

1060. GM incorporates by reference its responses to all preceding paragraphs above.

1061. GM admits that plaintiffs purport to bring this claim on behalf of the putative Missouri class. GM denies that any class action can be maintained.

1062. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

1063. The allegations in Paragraph 1063 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1063.

1064. The allegations in Paragraph 1064 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1064.

1065. The allegations in Paragraph 1065 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1065.

1066. The allegations in Paragraph 1066 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1066.

1067. The allegations in Paragraph 1067 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1067 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1067.

1068. The allegations in Paragraph 1068 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1068.

1069. The allegations in Paragraph 1069 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1069.

1070. The allegations in Paragraph 1070 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1070.

BB. Claims Brought on Behalf of the Montana Class.

COUNT I

VIOLATION OF MONTANA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION ACT OF 1973
(MONT. CODE ANN. § 30-14-101 *ET SEQ.*)

1071. GM incorporates by reference its responses to all preceding paragraphs above.

1072. GM admits that plaintiffs purport to bring this claim on behalf of the putative Montana class. GM denies that any class action can be maintained.

1073. The allegations in Paragraph 1073 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1073.

1074. The allegations in Paragraph 1074 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1074.

1075. The allegations in Paragraph 1075 state legal conclusions to which no response is required. GM admits that Paragraph 1075 purports to quote Mont. Code Ann. § 30-14-103, but states that the Law speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1075, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1076. The allegations in Paragraph 1076 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1076.

1077. The allegations in Paragraph 1077 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1077 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1077, and specifically denies that the CP4 fuel injection pumps in GM's

Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1078. The allegations in Paragraph 1078 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1078 on plaintiffs' vehicle purchases, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1078, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1079. The allegations in Paragraph 1079 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1079 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1079, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1080. The allegations in Paragraph 1080 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1080, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1081. The allegations in Paragraph 1081 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1081.

1082. The allegations in Paragraph 1082 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1082, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1083. The allegations in Paragraph 1083 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1083 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1083, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1084. The allegations in Paragraph 1084 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1084. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1085. The allegations in Paragraph 1085 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1085, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1086. The allegations in Paragraph 1086 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, treble damages, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1086, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (MONT. CODE ANN. § 30-2-314)

1087. GM incorporates by reference its responses to all preceding paragraphs above.

1088. GM admits that plaintiffs purport to bring this claim on behalf of the putative Montana class. GM denies that any class action can be maintained.

1089. The allegations in Paragraph 1089 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1089.

1090. The allegations in Paragraph 1090 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1090.

1091. The allegations in Paragraph 1091 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1091.

1092. The allegations in Paragraph 1092 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1092, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1093. The allegations in Paragraph 1093 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1093, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1094. The allegations in Paragraph 1094 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1094.

CC. Claims Brought on Behalf of the Nebraska Class.

COUNT I

VIOLATION OF THE NEBRASKA CONSUMER PROTECTION ACT
(NEB. REV. STAT. § 59-1601 *ET SEQ.*)

1095. GM incorporates by reference its responses to all preceding paragraphs above.

1096. GM admits that plaintiffs purport to bring this claim on behalf of the putative Nebraska class. GM denies that any class action can be maintained.

1097. The allegations in Paragraph 1097 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1097.

1098. The allegations in Paragraph 1098 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1098.

1099. The allegations in Paragraph 1099 state legal conclusions to which no response is required. GM admits that Paragraph 1099 purports to quote Neb. Rev. Stat. § 59-1602, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1099.

1100. The allegations in Paragraph 1100 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1100 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1100, and specifically denies that the CP4 fuel injection pumps in GM's

Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1101. The allegations in Paragraph 1101 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1101 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1101, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1102. The allegations in Paragraph 1102 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1102 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1102, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1103. The allegations in Paragraph 1103 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1103, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1104. The allegations in Paragraph 1104 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1104.

1105. The allegations in Paragraph 1105 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1105, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1106. The allegations in Paragraph 1106 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1106 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1106, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in

GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1107. The allegations in Paragraph 1107 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1107, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1108. The allegations in Paragraph 1108 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1108, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1109. The allegations in Paragraph 1109 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1109.

1110. The allegations in Paragraph 1110 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, injunctive relief, costs, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1110, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(NEB. REV. STAT. § 30-2-314)

1111. GM incorporates by reference its responses to all preceding paragraphs above.

1112. GM admits that plaintiffs purport to bring this claim on behalf of the putative Nebraska class. GM denies that any class action can be maintained.

1113. The allegations in Paragraph 1113 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1113.

1114. The allegations in Paragraph 1114 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1114.

1115. The allegations in Paragraph 1115 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1115.

1116. The allegations in Paragraph 1116 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1116, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1117. The allegations in Paragraph 1117 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1117, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1118. The allegations in Paragraph 1118 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1118.

DD. Claims Brought on Behalf of the Nevada Class

COUNT I

VIOLATIONS OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT
(NEV. REV. STAT. § 598.0903 *ET SEQ.*)

1119. GM incorporates by reference its responses to all preceding paragraphs above.

1120. GM admits that plaintiffs purport to bring this claim on behalf of the putative Nevada class. GM denies that any class action can be maintained.

1121. The allegations in Paragraph 1121 state legal conclusions to which no response is required. GM admits that Paragraph 1121 purports to quote Nev. Rev. Stat. § 598.0915, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1121, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1122. The allegations in Paragraph 1122 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1122.

1123. The allegations in Paragraph 1123 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1123 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1123, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1124. The allegations in Paragraph 1124 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1124 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1124, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1125. The allegations in Paragraph 1125 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1125 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

1125, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1126. The allegations in Paragraph 1126 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1126, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1127. The allegations in Paragraph 1127 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1127, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1128. The allegations in Paragraph 1128 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1128.

1129. The allegations in Paragraph 1129 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1129, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1130. The allegations in Paragraph 1130 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1130 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1130, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1131. The allegations in Paragraph 1131 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1131, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1132. The allegations in Paragraph 1132 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1132, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1133. The allegations in Paragraph 1133 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages and punitive damages, costs, and attorneys' fees, but denies that it states any such claim

or right to relief against GM. GM denies the remaining allegations in Paragraph 1133, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (NEV. REV. STAT. § 104.2314)

1134. GM incorporates by reference its responses to all preceding paragraphs above.

1135. GM admits that plaintiffs purport to bring this claim on behalf of the putative Nevada class. GM denies that any class action can be maintained.

1136. The allegations in Paragraph 1136 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1136.

1137. The allegations in Paragraph 1137 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1137.

1138. The allegations in Paragraph 1138 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1138.

1139. The allegations in Paragraph 1139 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1139, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1140. The allegations in Paragraph 1140 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1140, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1141. The allegations in Paragraph 1141 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1141.

EE. Claims Brought on Behalf of the New Hampshire Class.

COUNT I

VIOLATION OF NEW HAMPSHIRE CONSUMER PROTECTION ACT
(N.H. REV. STAT. ANN. § 358-A:1 *ET SEQ.*)

1142. GM incorporates by reference its responses to all preceding paragraphs above.

1143. GM admits that plaintiffs purport to bring this claim on behalf of the putative New Hampshire class. GM denies that any class action can be maintained.

1144. The allegations in Paragraph 1144 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1144.

1145. The allegations in Paragraph 1145 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1145.

1146. The allegations in Paragraph 1146 state legal conclusions to which no response is required. GM admits that Paragraph 1146 purports to quote N.H. Rev. Stat. § 358-A:2, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1146 on an unnamed consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1146, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1147. The allegations in Paragraph 1147 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1147 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1147, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1148. The allegations in Paragraph 1148 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 1148 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1148, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1149. The allegations in Paragraph 1149 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1149 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1149, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1150. The allegations in Paragraph 1150 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1150 on plaintiffs' knowledge and intentions and unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1150, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S.

diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1151. The allegations in Paragraph 1151 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1151.

1152. The allegations in Paragraph 1152 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1152, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1153. The allegations in Paragraph 1153 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1153 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1153, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1154. The allegations in Paragraph 1154 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1154, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1155. The allegations in Paragraph 1155 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1155, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1156. The allegations in Paragraph 1156 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, treble damages, costs, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1156, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (N.H. REV. STAT. ANN. § 382-A:2-314)

1157. GM incorporates by reference its responses to all preceding paragraphs above.

1158. GM admits that plaintiffs purport to bring this claim on behalf of the putative New Hampshire class. GM denies that any class action can be maintained.

1159. The allegations in Paragraph 1159 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1159.

1160. The allegations in Paragraph 1160 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1160.

1161. The allegations in Paragraph 1161 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1161 on plaintiffs' expectations, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1161, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1162. The allegations in Paragraph 1162 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1162, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1163. The allegations in Paragraph 1163 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1163, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1164. The allegations in Paragraph 1164 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1164.

COUNT III

UNJUST ENRICHMENT

1165. GM incorporates by reference its responses to all preceding paragraphs above.

1166. GM admits that plaintiffs purport to bring this claim on behalf of the putative New Hampshire class. GM denies that any class action can be maintained.

1167. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

1168. The allegations in Paragraph 1168 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1168, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1169. The allegations in Paragraph 1169 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1169, including all subparts, and specifically denies that the CP4 fuel injection pumps in

GM's Duramax diesel engines have defects states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1170. The allegations in Paragraph 1170 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1170 on plaintiffs' vehicle purchases, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1170.

1171. The allegations in Paragraph 1171 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1171.

1172. The allegations in Paragraph 1172 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1172.

1173. The allegations in Paragraph 1173 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1173 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1173, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1174. The allegations in Paragraph 1174 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1174.

1175. The allegations in Paragraph 1175 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1175.

FF. Claims Brought on Behalf of the New Jersey Class.

COUNT I

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

1176. GM incorporates by reference its responses to all preceding paragraphs above.

1177. GM admits that plaintiffs purport to bring this claim on behalf of the putative New Jersey class. GM denies that any class action can be maintained.

1178. The allegations in Paragraph 1178 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1178.

1179. The allegations in Paragraph 1179 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1179.

1180. The allegations in Paragraph 1180 state legal conclusions to which no response is required. GM admits that Paragraph 1180 purports to quote N.J. Stat. Ann. § 56:8-1, but states that the statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1180. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1181. The allegations in Paragraph 1181 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1181 on the expectations of an unnamed American

consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1181, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1182. The allegations in Paragraph 1182 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1182, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1183. The allegations in Paragraph 1183 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1183 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1183, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1184. The allegations in Paragraph 1184 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1184 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1184, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1185. The allegations in Paragraph 1185 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1185, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1186. The allegations in Paragraph 1186 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1186.

1187. The allegations in Paragraph 1187 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1187, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1188. The allegations in Paragraph 1188 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1188 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1188, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1189. The allegations in Paragraph 1189 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1189. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1190. The allegations in Paragraph 1190 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1190, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1191. The allegations in Paragraph 1191 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief, actual and treble damages, attorneys' fees, and costs, but denies that it states any such claim

or right to relief against GM. GM denies the remaining allegations in Paragraph 1191, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (N.J. STAT. ANN. § 12A:2-314)

1192. GM incorporates by reference its responses to all preceding paragraphs above.

1193. GM admits that plaintiffs purport to bring this claim on behalf of the putative New Jersey class. GM denies that any class action can be maintained.

1194. The allegations in Paragraph 1194 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1194.

1195. The allegations in Paragraph 1195 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1195.

1196. The allegations in Paragraph 1196 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1196.

1197. The allegations in Paragraph 1197 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1197, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1198. The allegations in Paragraph 1198 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1198, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1199. The allegations in Paragraph 1199 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1199.

GG. Claims Brought on Behalf of the New Mexico Class.

COUNT I

VIOLATIONS OF THE NEW MEXICO UNFAIR
TRADE PRACTICES ACT
(N.M. STAT. ANN. § 57-12-1 *ET SEQ.*)

1200. GM incorporates by reference its responses to all preceding paragraphs above.

1201. GM admits that plaintiffs purport to bring this claim on behalf of the putative New Mexico class. GM denies that any class action can be maintained.

1202. The allegations in Paragraph 1202 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1202.

1203. The allegations in Paragraph 1203 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1203.

1204. The allegations in Paragraph 1204 state legal conclusions to which no response is required. GM admits that Paragraph 1204 purports to quote N.M. Stat. Ann. § 57-12-2(D), but states that the Statute speaks for itself, and denies plaintiffs'

characterization of it. GM denies the remaining allegations in Paragraph 1204. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1205. The allegations in Paragraph 1205 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1205 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1205, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1206. The allegations in Paragraph 1206 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1206, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

1207. The allegations in Paragraph 1207 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1207 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1207, and specifically denies that the CP4 fuel injection pumps in GM's Duramax

diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1208. The allegations in Paragraph 1208 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1208 on plaintiffs' knowledge or intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1208, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1209. The allegations in Paragraph 1209 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1209. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1210. The allegations in Paragraph 1210 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1210.

1211. The allegations in Paragraph 1211 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1211, including all subparts, and specifically denies that the CP4 fuel injection pumps in

GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1212. The allegations in Paragraph 1212 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1212 and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1213. The allegations in Paragraph 1213 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1213. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1214. The allegations in Paragraph 1214 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1214, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1215. The allegations in Paragraph 1215 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, treble

damages, attorneys' fees, and costs, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1215, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (N.M. STAT. ANN. § 55-2-314)

1216. GM incorporates by reference its responses to all preceding paragraphs above.

1217. GM admits that plaintiffs purport to bring this claim on behalf of the putative New Mexico class. GM denies that any class action can be maintained.

1218. The allegations in Paragraph 1218 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1218.

1219. The allegations in Paragraph 1219 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1219.

1220. The allegations in Paragraph 1220 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1220.

1221. The allegations in Paragraph 1221 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1221, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1222. The allegations in Paragraph 1222 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1222, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1223. The allegations in Paragraph 1223 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1223.

HH. Claims Brought on Behalf of the New York Class.

COUNT I

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

1224. GM incorporates by reference its responses to all preceding paragraphs above.

1225. GM admits that plaintiffs purport to bring this claim on behalf of the putative New York class. GM denies that any class action can be maintained.

1226. The allegations in Paragraph 1226 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1226.

1227. The allegations in Paragraph 1227 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1227.

1228. The allegations in Paragraph 1228 state legal conclusions to which no response is required. GM admits that Paragraph 1228 purports to quote N.Y. Gen. Bus. Law § 349, but states that the Law speaks for itself, and denies plaintiffs'

characterization of it. GM denies the remaining allegations in Paragraph 1228. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1229. The allegations in Paragraph 1229 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1229.

1230. The allegations in Paragraph 1230 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1230 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1230, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1231. The allegations in Paragraph 1231 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1231, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1232. The allegations in Paragraph 1232 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1232 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1232, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1233. The allegations in Paragraph 1233 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1233, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1234. The allegations in Paragraph 1234 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1234, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1235. The allegations in Paragraph 1235 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1235.

1236. The allegations in Paragraph 1236 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1236,

including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1237. The allegations in Paragraph 1237 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1237 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1237, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1238. The allegations in Paragraph 1238 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1238, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1239. The allegations in Paragraph 1239 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1239, specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel

engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1240. The allegations in Paragraph 1240 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief and actual damages, treble damages, attorneys' fees, and costs, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1240, and specifically denies that there is any legal basis for damages against GM.

COUNT II

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

1241. GM incorporates by reference its responses to all preceding paragraphs above.

1242. GM admits that plaintiffs purport to bring this claim on behalf of the putative New York class. GM denies that any class action can be maintained.

1243. The allegations in Paragraph 1243 state legal conclusions to which no response is required. GM admits that Paragraph 1243 purports to quote N.Y. Gen. Bus. Law § 350, but states that the Law speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1243.

1244. The allegations in Paragraph 1244 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1244, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1245. The allegations in Paragraph 1245 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1245 and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1246. The allegations in Paragraph 1246 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1246 and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1247. The allegations in Paragraph 1247 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1247 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

1247, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1248. The allegations in Paragraph 1248 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1248 and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1249. The allegations in Paragraph 1249 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1249 and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1250. The allegations in Paragraph 1250 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1250.

1251. The allegations in Paragraph 1251 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1251, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1252. The allegations in Paragraph 1252 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1252 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1252, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1253. The allegations in Paragraph 1253 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1253.

1254. The allegations in Paragraph 1254 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1254, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1255. The allegations in Paragraph 1255 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1255.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (N.Y. U.C.C. § 2-314)

1256 – 1263. Paragraphs 1256 through 1263 make allegations and address

claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 1256 through 1263 on that ground.

COUNT IV

UNJUST ENRICHMENT

1264. GM incorporates by reference its responses to all preceding paragraphs above.

1265. GM admits that plaintiffs purport to bring this claim on behalf of the putative New York class. GM denies that any class action can be maintained.

1266. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

1267. The allegations in Paragraph 1267 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1267.

1268. The allegations in Paragraph 1268 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1268. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1269. The allegations in Paragraph 1269 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1269.

1270. The allegations in Paragraph 1270 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1270.

1271. The allegations in Paragraph 1271 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1271 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1271.

1272. The allegations in Paragraph 1272 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1272.

1273. The allegations in Paragraph 1273 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1273.

II. Claims Brought on Behalf of the North Carolina Class.

COUNT I

VIOLATIONS OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE ACTS AND PRACTICES ACT (N.C. GEN. STAT. § 75-1.1 *ET SEQ.*)

1274 – 1290. Paragraphs 1274 through 1290 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 1274 through 1290 on that ground.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (N.C. GEN. STAT. § 25-2-314)

1291. GM incorporates by reference its responses to all preceding paragraphs above.

1292. GM admits that plaintiffs purport to bring this claim on behalf of the putative North Carolina class. GM denies that any class action can be maintained.

1293. The allegations in Paragraph 1293 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1293.

1294. The allegations in Paragraph 1294 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1294.

1295. The allegations in Paragraph 1295 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1295.

1296. The allegations in Paragraph 1296 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1296, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1297. The allegations in Paragraph 1297 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1297, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1298. The allegations in Paragraph 1298 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1298.

JJ. Claims Brought on Behalf of the North Dakota Class.

COUNT I

VIOLATIONS OF THE NORTH DAKOTA CONSUMER FRAUD ACT
(N.D. CENT. CODE § 51-15-02)

1299. GM incorporates by reference its responses to all preceding paragraphs above.

1300. GM admits that plaintiffs purport to bring this claim on behalf of the putative North Dakota class. GM denies that any class action can be maintained.

1301. No response is required to allegations in Paragraph 1301 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1301 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1301.

1302. No response is required to allegations in Paragraph 1302 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1302 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1302.

1303. No response is required to allegations in Paragraph 1303 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1303 state legal conclusions to which no response is required. GM admits that Paragraph 1303 purports to quote N.D. Cent. Code § 51-15-02, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1303, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1304. No response is required to allegations in Paragraph 1304 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1304 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1304.

1305. No response is required to allegations in Paragraph 1305 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1305 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1305 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1305, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1306. No response is required to allegations in Paragraph 1306 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1306 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1306 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

1306, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1307. No response is required to allegations in Paragraph 1307 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1307 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1307 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1307, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1308. No response is required to allegations in Paragraph 1308 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1308 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1308 on unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1308, and states

that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1309. No response is required to allegations in Paragraph 1309 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1309 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1309, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

Answer to Paragraph 324:

1310. No response is required to allegations in Paragraph 1310 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1310 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1310.

1311. No response is required to allegations in Paragraph 1311 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1311 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1311, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it

fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1312. No response is required to allegations in Paragraph 1312 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1312 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1312 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1312, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1313. No response is required to allegations in Paragraph 1313 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1313 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1313.

1314. No response is required to allegations in Paragraph 1314 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1314 state legal conclusions to which no

response is required. GM denies the remaining allegations in Paragraph 1314, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1315. No response is required to allegations in Paragraph 1315 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1315 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1315, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1316. No response is required to allegations in Paragraph 1316 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1316 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief and actual damages, treble damages, attorneys' fees, and costs, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1316, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(N.D. CENT. CODE § 41-02-31)

1317. GM incorporates by reference its responses to all preceding paragraphs above.

1318. GM admits that plaintiffs purport to bring this claim on behalf of the putative North Dakota class. GM denies that any class action can be maintained.

1319. The allegations in Paragraph 1319 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1319.

1320. The allegations in Paragraph 1320 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1320.

1321. The allegations in Paragraph 1321 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1321.

1322. The allegations in Paragraph 1322 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1322, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1323. The allegations in Paragraph 1323 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1323, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1324. The allegations in Paragraph 1324 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1324.

KK. Claims Brought on Behalf of the Ohio Class.

COUNT I

VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT
(OHIO REV. CODE § 1345.01 *ET SEQ.*)

1325 – 1344. Paragraphs 1325 through 1344 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 1325 through 1344 on that ground.

COUNT II

BREACH OF IMPLIED WARRANTY IN TORT

1345. GM incorporates by reference its responses to all preceding paragraphs above.

1346. GM admits that plaintiffs purport to bring this claim on behalf of the putative Ohio class. GM denies that any class action can be maintained.

1347. The allegations in Paragraph 1347 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1347.

1348. The allegations in Paragraph 1348 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1348, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel

engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1349. The allegations in Paragraph 1349 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1349, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1350. The allegations in Paragraph 1350 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1350.

LL. Claims Brought on Behalf of the Oklahoma Class.

COUNT I

VIOLATION OF OKLAHOMA CONSUMER PROTECTION ACT
(OKLA. STAT. TIT. 15, § 751 *ET SEQ.*)

1351. GM incorporates by reference its responses to all preceding paragraphs above.

1352. GM admits that plaintiffs purport to bring this claim on behalf of the putative Oklahoma class. GM denies that any class action can be maintained.

1353. No response is required to allegations in Paragraph 1353 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31,

2021 Order. The allegations in Paragraph 1353 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1353.

1354. No response is required to allegations in Paragraph 1354 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1354 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1354.

1355. No response is required to allegations in Paragraph 1355 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1355 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1355.

1356. No response is required to allegations in Paragraph 1356 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1356 state legal conclusions to which no response is required. GM admits that Paragraph 1356 purports to quote Okla. Stat. tit. 15, § 753, but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1356, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1357. No response is required to allegations in Paragraph 1357 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31,

2021 Order. The allegations in Paragraph 1357 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1357.

1358. No response is required to allegations in Paragraph 1358 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1358 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1358 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1358, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1359. No response is required to allegations in Paragraph 1359 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1359 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1359 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1359, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that

it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1360. No response is required to allegations in Paragraph 1360 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1360 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1360, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1361. No response is required to allegations in Paragraph 1361 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1361 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1361 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1361, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1362. No response is required to allegations in Paragraph 1362 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31,

2021 Order. The allegations in Paragraph 1362 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1362, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1363. No response is required to allegations in Paragraph 1363 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1363 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1363, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1364. No response is required to allegations in Paragraph 1364 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1364 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1364.

1365. No response is required to allegations in Paragraph 1365 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1365 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1365, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1366. No response is required to allegations in Paragraph 1366 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1366 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1366, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1367. No response is required to allegations in Paragraph 1367 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1367 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1367.

1368. No response is required to allegations in Paragraph 1368 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1368 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1368, and

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1369. No response is required to allegations in Paragraph 1369 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1369 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1369, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1370. No response is required to allegations in Paragraph 1370 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1370 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1370, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1371. No response is required to allegations in Paragraph 1371 that relate to plaintiffs' claim for injunctive relief, which the Court dismissed in its March 31, 2021 Order. The allegations in Paragraph 1371 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, treble damages, and attorneys' fees, but denies that it states any such claim or right to relief

against GM. GM denies the remaining allegations in Paragraph 1371, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (OKLA. STAT. ANN. § 12A-2-314)

1372. GM incorporates by reference its responses to all preceding paragraphs above.

1373. GM admits that plaintiffs purport to bring this claim on behalf of the putative Oklahoma class. GM denies that any class action can be maintained.

1374. The allegations in Paragraph 1374 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1374.

1375. The allegations in Paragraph 1375 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1375.

1376. The allegations in Paragraph 1376 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1376.

1377. The allegations in Paragraph 1377 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1377, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1378. The allegations in Paragraph 1378 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1378, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1379. The allegations in Paragraph 1379 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1379.

MM. Claims Brought on Behalf of the Oregon Class.

COUNT I

VIOLATIONS OF THE OREGON UNLAWFUL TRADE PRACTICES ACT
(OR. REV. STAT. § 646.605, *ET SEQ.*)

1380. GM incorporates by reference its responses to all preceding paragraphs above.

1381. GM admits that plaintiffs purport to bring this claim on behalf of the putative Oregon class. GM denies that any class action can be maintained.

1382. The allegations in Paragraph 1382 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1382.

1383. The allegations in Paragraph 1383 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1383.

1384. The allegations in Paragraph 1384 state legal conclusions to which no response is required. GM admits that Paragraph 1384 purports to quote Or. Rev. Stat. § 646.607(1), but states that the Statute speaks for itself, and denies plaintiffs'

characterization of it. GM denies the remaining allegations in Paragraph 1384, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose

1385. The allegations in Paragraph 1385 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1385.

1386. The allegations in Paragraph 1386 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1386 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1386, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1387. The allegations in Paragraph 1387 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1387 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1387, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that

it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1388. The allegations in Paragraph 1388 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1388 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1388, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1389. The allegations in Paragraph 1389 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1389.

1390. The allegations in Paragraph 1390 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1390.

1391. The allegations in Paragraph 1391 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1391, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1392. The allegations in Paragraph 1392 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1392 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1392, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1393. The allegations in Paragraph 1393 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1393.

1394. The allegations in Paragraph 1394 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1394. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1395. The allegations in Paragraph 1395 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1395, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1396. The allegations in Paragraph 1396 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, punitive damages, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1396, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (OR. REV. STAT. § 72-3140)

1397. GM incorporates by reference its responses to all preceding paragraphs above.

1398. GM admits that plaintiffs purport to bring this claim on behalf of the putative Oregon class. GM denies that any class action can be maintained.

1399. The allegations in Paragraph 1399 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1399.

1400. The allegations in Paragraph 1400 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1400.

1401. The allegations in Paragraph 1401 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1401.

1402. The allegations in Paragraph 1402 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1402, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel

engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1403. The allegations in Paragraph 1403 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1403, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1404. The allegations in Paragraph 1404 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1404.

NN. Claims Brought on Behalf of the Pennsylvania Class.

COUNT I

VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW
(73 P.S. § 201-1 *ET SEQ.*)

1405 – 1420. Paragraphs 1405 through 1420 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 1405 through 1420 on that ground.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(13 PA. CONS. STAT. ANN. § 2314)

1421. GM incorporates by reference its responses to all preceding paragraphs above.

1422. GM admits that plaintiffs purport to bring this claim on behalf of the putative Pennsylvania class. GM denies that any class action can be maintained.

1423. The allegations in Paragraph 1423 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1423.

1424. The allegations in Paragraph 1424 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1424.

1425. The allegations in Paragraph 1425 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1425.

1426. The allegations in Paragraph 1426 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1426, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1427. The allegations in Paragraph 1427 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1427, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1428. The allegations in Paragraph 1428 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1428.

COUNT III

UNJUST ENRICHMENT

1429. GM incorporates by reference its responses to all preceding paragraphs above.

1430. GM admits that plaintiffs purport to bring this claim on behalf of the putative Pennsylvania class. GM denies that any class action can be maintained.

1431. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

1432. The allegations in Paragraph 1432 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1432.

1433. The allegations in Paragraph 1433 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1433.

1434. The allegations in Paragraph 1434 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1434.

1435. The allegations in Paragraph 1435 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1435.

1436. The allegations in Paragraph 1436 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1436 on plaintiffs' knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1436.

1437. The allegations in Paragraph 1437 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1437.

1438. The allegations in Paragraph 1438 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1438.

OO. Claims Brought on Behalf of the Rhode Island Class.

COUNT I

VIOLATION OF THE RHODE ISLAND UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION ACT
(R.I. GEN. LAWS § 6-13.1 *ET SEQ.*)

1439. GM incorporates by reference its responses to all preceding paragraphs above.

1440. GM admits that plaintiffs purport to bring this claim on behalf of the putative Rhode Island class. GM denies that any class action can be maintained.

1441. The allegations in Paragraph 1441 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1441.

1442. The allegations in Paragraph 1442 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1442.

1443. The allegations in Paragraph 1443 state legal conclusions to which no response is required. GM admits that Paragraph 1443 purports to quote R.I. Gen. Laws § 6-13.1-1(6), but states that the Law speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1443.

1444. The allegations in Paragraph 1444 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1444, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose

1445. The allegations in Paragraph 1445 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1445 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1445, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1446. The allegations in Paragraph 1446 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1446 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1446, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1447. The allegations in Paragraph 1447 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual and punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1447, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (R.I. GEN. LAWS § 6A-2-314)

1448. GM incorporates by reference its responses to all preceding paragraphs above.

1449. GM admits that plaintiffs purport to bring this claim on behalf of the putative Rhode Island class. GM denies that any class action can be maintained.

1450. The allegations in Paragraph 1450 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1450.

1451. The allegations in Paragraph 1451 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1451.

1452. The allegations in Paragraph 1452 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1452, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1453. The allegations in Paragraph 1453 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1453. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1454. The allegations in Paragraph 1454 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1454.

COUNT III

UNJUST ENRICHMENT

1455. GM incorporates by reference its responses to all preceding paragraphs above.

1456. GM admits that plaintiffs purport to bring this claim on behalf of the putative Rhode Island class. GM denies that any class action can be maintained.

1457. GM admits that plaintiffs purport to plead this claim in the alternative, but denies that it states any such claim or right to relief against GM.

1458. The allegations in Paragraph 1458 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1458, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1459. The allegations in Paragraph 1459 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1459, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1460. The allegations in Paragraph 1460 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1460.

1461. The allegations in Paragraph 1461 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1461.

1462. The allegations in Paragraph 1462 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1462.

1463. The allegations in Paragraph 1463 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1463 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1463, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1464. The allegations in Paragraph 1464 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1464.

PP. Claims Brought on Behalf of the South Carolina Class.

COUNT I

VIOLATIONS OF THE SOUTH CAROLINA
UNFAIR TRADE PRACTICES ACT
(S.C. CODE ANN. § 39-5-10 *ET SEQ.*)

1465 – 1481. Paragraphs 1465 through 1481 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 1465 through 1481 on that ground.

COUNT II

VIOLATIONS OF THE SOUTH CAROLINA REGULATION OF
MANUFACTURERS, DISTRIBUTORS, AND DEALERS ACT
(S.C. CODE ANN. § 56-15-10 *ET SEQ.*)

1482. GM incorporates by reference its responses to all preceding paragraphs above.

1483. GM admits that plaintiffs purport to bring this claim on behalf of the putative South Carolina class. GM denies that any class action can be maintained.

1484. The allegations in Paragraph 1484 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1484.

1485. The allegations in Paragraph 1485 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1485.

1486. The allegations in Paragraph 1486 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1486.

1487. The allegations in Paragraph 1487 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1487, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1488. The allegations in Paragraph 1488 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1488, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1489. GM admits that plaintiffs purport to bring this claim pursuant to S.C. Code Ann. § 56-15-110(2), but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1489.

1490. The allegations in Paragraph 1490 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief, actual damages, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1490, and specifically denies that there is any legal basis for damages against GM.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(S.C. CODE ANN. § 36-2-314)

1491. GM incorporates by reference its responses to all preceding paragraphs above.

1492. GM admits that plaintiffs purport to bring this claim on behalf of the putative South Carolina class. GM denies that any class action can be maintained.

1493. The allegations in Paragraph 1493 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1493.

1494. The allegations in Paragraph 1494 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1494.

1495. The allegations in Paragraph 1495 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1495.

1496. The allegations in Paragraph 1496 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1496, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1497. The allegations in Paragraph 1497 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1497, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1498. The allegations in Paragraph 1498 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1498.

QQ. Claims Brought on Behalf of the South Dakota Class.

COUNT I

VIOLATIONS OF SOUTH DAKOTA DECEPTIVE TRADE PRACTICES
AND CONSUMER PROTECTION LAW
(S.D. CODIFIED LAWS § 37-24-1 *ET SEQ.*)

1499. GM incorporates by reference its responses to all preceding paragraphs above.

1500. GM admits that plaintiffs purport to bring this claim on behalf of the putative South Dakota class. GM denies that any class action can be maintained.

1501. The allegations in Paragraph 1501 state legal conclusions to which no response is required. GM admits that Paragraph 1501 purports to quote S.D. Codified Laws § 37-24-6(1), but states that the Law speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1501, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1502. The allegations in Paragraph 1502 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1502.

1503. The allegations in Paragraph 1503 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1503 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1503, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1504. The allegations in Paragraph 1504 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1504, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1505. The allegations in Paragraph 1505 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1505 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph

1505, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1506. The allegations in Paragraph 1506 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1506, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1507. The allegations in Paragraph 1507 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1507.

1508. The allegations in Paragraph 1508 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1508, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1509. The allegations in Paragraph 1509 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1509 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations.

GM denies the remaining allegations in Paragraph 1509, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1510. The allegations in Paragraph 1510 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1510.

1511. The allegations in Paragraph 1511 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1511. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1512. The allegations in Paragraph 1512 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1512, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1513. The allegations in Paragraph 1513 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1513, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(S.D. CODIFIED LAWS § 57A-2-314)

1514. GM incorporates by reference its responses to all preceding paragraphs above.

1515. GM admits that plaintiffs purport to bring this claim on behalf of the putative South Dakota class. GM denies that any class action can be maintained.

1516. The allegations in Paragraph 1516 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1516.

1517. The allegations in Paragraph 1517 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1517.

1518. The allegations in Paragraph 1518 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1518.

1519. The allegations in Paragraph 1519 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1519, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1520. The allegations in Paragraph 1520 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1520, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1521. The allegations in Paragraph 1521 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1521.

RR. Claims Brought on Behalf of the Tennessee Class.

COUNT I

VIOLATIONS OF THE TENNESSEE CONSUMER PROTECTION ACT
(TENN. CODE ANN. § 47-18-101 *ET SEQ.*)

1522 – 1539. Paragraphs 1522 through 1539 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 1522 through 1539 on that ground.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(TENN. CODE ANN. § 47-2-314)

1540 – 1548. Paragraphs 1540 through 1548 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 1540 through 1548 on that ground.

SS. Claims Brought on Behalf of the Utah Class.

COUNT I

VIOLATIONS OF THE UTAH CONSUMER SALES PRACTICES ACT
(UTAH CODE ANN. § 13-11-1 *ET SEQ.*)

1549. GM incorporates by reference its responses to all preceding paragraphs above.

1550. GM admits that plaintiffs purport to bring this claim on behalf of the putative Utah class. GM denies that any class action can be maintained.

1551. The allegations in Paragraph 1551 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1551.

1552. The allegations in Paragraph 1552 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1552.

1553. The allegations in Paragraph 1553 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1553.

1554. The allegations in Paragraph 1554 state legal conclusions to which no response is required. GM admits that Paragraph 1554 purports to quote Utah Code Ann. § 13-11-4, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1554, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1555. The allegations in Paragraph 1555 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1555.

1556. The allegations in Paragraph 1556 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1556 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations

in Paragraph 1556, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1557. The allegations in Paragraph 1557 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1557 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1557, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1558. The allegations in Paragraph 1558 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1558 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1558, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1559. The allegations in Paragraph 1559 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1559, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1560. The allegations in Paragraph 1560 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1560, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1561. The allegations in Paragraph 1561 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1561.

1562. The allegations in Paragraph 1562 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1562, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1563. The allegations in Paragraph 1563 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1563 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations.

GM denies the remaining allegations in Paragraph 1563, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1564. The allegations in Paragraph 1564 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1564.

1565. The allegations in Paragraph 1565 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1565, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1566. The allegations in Paragraph 1566 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1566, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1567. The allegations in Paragraph 1567 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1567, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(UTAH CODE ANN. § 70A-2-314)

1568. GM incorporates by reference its responses to all preceding paragraphs above.

1569. GM admits that plaintiffs purport to bring this claim on behalf of the putative Utah class. GM denies that any class action can be maintained.

1570. The allegations in Paragraph 1570 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1570.

1571. The allegations in Paragraph 1571 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1571.

1572. The allegations in Paragraph 1572 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1572.

1573. The allegations in Paragraph 1573 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1573, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1574. The allegations in Paragraph 1574 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1574 on plaintiffs' knowledge and intentions, and

therefore denies the allegations. GM denies the remaining allegations in Paragraph 1574, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel.

1575. The allegations in Paragraph 1575 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1575, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1576. The allegations in Paragraph 1576 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1576.

TT. Claims Brought on Behalf of the Vermont Class.

COUNT I

VIOLATIONS OF THE VERMONT CONSUMER FRAUD ACT
(VT. STAT. ANN. TIT. 9, § 2451 *ET SEQ.*)

1577. GM incorporates by reference its responses to all preceding paragraphs above.

1578. GM admits that plaintiffs purport to bring this claim on behalf of the putative Vermont class. GM denies that any class action can be maintained.

1579. The allegations in Paragraph 1579 state legal conclusions to which no response is required. GM admits that Paragraph 1579 purports to quote Vt. Stat. Ann. tit. 9, § 2453(a), but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1579.

1580. The allegations in Paragraph 1580 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1580.

1581. The allegations in Paragraph 1581 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1581. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1582. The allegations in Paragraph 1582 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1582.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (VT. STAT. ANN. TIT. 9A, § 2-314)

1583. GM incorporates by reference its responses to all preceding paragraphs above.

1584. GM admits that plaintiffs purport to bring this claim on behalf of the putative Vermont class. GM denies that any class action can be maintained.

1585. The allegations in Paragraph 1585 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1585.

1586. The allegations in Paragraph 1586 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1586.

1587. The allegations in Paragraph 1587 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 1587 on plaintiffs' expectations, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1587, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1588. The allegations in Paragraph 1588 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1588.

1589. The allegations in Paragraph 1589 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1589, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1590. The allegations in Paragraph 1590 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1590, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1591. The allegations in Paragraph 1591 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1591.

UU. Claims Brought on Behalf of the Virginia Class.

COUNT I

VIOLATIONS OF THE VIRGINIA CONSUMER PROTECTION ACT
(VA. CODE ANN. § 59.1-196 *ET SEQ.*)

1592. GM incorporates by reference its responses to all preceding paragraphs above.

1593. GM admits that plaintiffs purport to bring this claim on behalf of the putative Virginia class. GM denies that any class action can be maintained.

1594. The allegations in Paragraph 1594 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1594.

1595. The allegations in Paragraph 1595 state legal conclusions to which no response is required. GM admits that Paragraph 1595 purports to quote Va. Code Ann. § 59.1-200(A), but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1595.

1596. The allegations in Paragraph 1596 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1596.

1597. The allegations in Paragraph 1597 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1597 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1597, and specifically denies that the CP4 fuel injection pumps in GM's

Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1598. The allegations in Paragraph 1598 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1598 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1598, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1599. The allegations in Paragraph 1599 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1599 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1599, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1600. The allegations in Paragraph 1600 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1600, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1601. The allegations in Paragraph 1601 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1601, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1602. The allegations in Paragraph 1602 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1602, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1603. The allegations in Paragraph 1603 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1603, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1604. The allegations in Paragraph 1604 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 1604 on plaintiffs' knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1604, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1605. The allegations in Paragraph 1605 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1605.

1606. The allegations in Paragraph 1606 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1606, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1607. The allegations in Paragraph 1607 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1607, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1608. The allegations in Paragraph 1608 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, but denies that it states any such claim or right to relief against GM. GM denies the

remaining allegations in Paragraph 1608, and specifically denies that there is any legal basis for damages against GM.

1609. The allegations in Paragraph 1609 state legal conclusions to which no response is required. GM admits the SAC purports to seek injunctive relief, punitive damages, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1609, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (VA. CODE ANN. § 8.2-314)

1610 – 1618. Paragraphs 1610 through 1618 make allegations and address claims dismissed by the Court on March 31, 2021, and thus no response is required. GM denies the allegations in Paragraphs 1610 through 1618 on that ground.

VV. Claims Brought on Behalf of the Washington Class.

COUNT I

VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT (WASH. REV. CODE ANN. § 19.86.010 *ET SEQ.*)

1619. GM incorporates by reference its responses to all preceding paragraphs above.

1620. GM admits that plaintiffs purport to bring this claim on behalf of the putative Washington class. GM denies that any class action can be maintained.

1621. The allegations in Paragraph 1621 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1621.

1622. The allegations in Paragraph 1622 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1622.

1623. The allegations in Paragraph 1623 state legal conclusions to which no response is required. GM admits that Paragraph 1623 purports to quote Wash. Rev. Code Ann. § 19.96.010, but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1623, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1624. The allegations in Paragraph 1624 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1624 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1624, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1625. The allegations in Paragraph 1625 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 1625 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1625, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1626. The allegations in Paragraph 1626 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1626 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1626, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1627. The allegations in Paragraph 1627 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1627, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1628. The allegations in Paragraph 1628 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1628, and

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1629. The allegations in Paragraph 1629 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1629.

1630. The allegations in Paragraph 1630 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1630, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1631. The allegations in Paragraph 1631 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1631 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1631, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1632. The allegations in Paragraph 1632 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1632.

1633. The allegations in Paragraph 1633 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1633, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1634. The allegations in Paragraph 1634 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1634, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1635. The allegations in Paragraph 1635 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1635.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (WASH. REV. CODE ANN. § 62A.2-314)

1636. GM incorporates by reference its responses to all preceding paragraphs above.

1637. GM admits that plaintiffs purport to bring this claim on behalf of the putative Washington class. GM denies that any class action can be maintained.

1638. The allegations in Paragraph 1638 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1638.

1639. The allegations in Paragraph 1639 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1639.

1640. The allegations in Paragraph 1640 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1640 on plaintiffs' expectations, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1640, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1641. The allegations in Paragraph 1641 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1641, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1642. The allegations in Paragraph 1642 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1642, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1643. The allegations in Paragraph 1643 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1643, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1644. The allegations in Paragraph 1644 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1644.

1645. The allegations in Paragraph 1645 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1645.

WW. Claims Brought on Behalf of the West Virginia Class.

COUNT I

VIOLATIONS OF THE WEST VIRGINIA CONSUMER CREDIT
AND PROTECTION ACT
(W. VA. CODE § 46A-1-101 *ET SEQ.*)

1646. GM incorporates by reference its responses to all preceding paragraphs above.

1647. GM admits that plaintiffs purport to bring this claim on behalf of the putative West Virginia class. GM denies that any class action can be maintained.

1648. The allegations in Paragraph 1648 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1648.

1649. The allegations in Paragraph 1649 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1649.

1650. The allegations in Paragraph 1650 state legal conclusions to which no response is required. GM admits that Paragraph 1650 purports to quote W. Va. Code § 46A-6-102(7), but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1650.

1651. The allegations in Paragraph 1651 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1651, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1652. The allegations in Paragraph 1652 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1652, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1653. The allegations in Paragraph 1653 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 1653 on plaintiffs' knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1653, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1654. The allegations in Paragraph 1654 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1654, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1655. The allegations in Paragraph 1655 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1655.

1656. The allegations in Paragraph 1656 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1656, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1657. The allegations in Paragraph 1657 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1657, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1658. The allegations in Paragraph 1658 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1658, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1659. The allegations in Paragraph 1659 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1659 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1659, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel

injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1660. The allegations in Paragraph 1660 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1660 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1660, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1661. The allegations in Paragraph 1661 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1661, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1662. The allegations in Paragraph 1662 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages damages, but denies that it states any such claim or right to relief against GM. GM denies the

remaining allegations in Paragraph 1662, and specifically denies that there is any legal basis for damages against GM.

1663. The allegations in Paragraph 1663 state legal conclusions to which no response is required. GM admits the SAC purports to seek punitive damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1663, and specifically denies that there is any legal basis for damages against GM.

1664. The allegations in Paragraph 1664 state legal conclusions to which no response is required. GM admits the SAC purports to seek restitution, costs, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1664.

1665. The allegations in Paragraph 1665 state legal conclusions to which no response is required. GM admits that plaintiffs sent GM a letter dated August 9, 2019 on behalf of the putative West Virginia, but states that the letter speaks for itself, and denies plaintiffs' characterization of it. GM further admits that the SAC purports to seek damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1665, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(W. VA. CODE § 46-2-314)

1666. GM incorporates by reference its responses to all preceding paragraphs above.

1667. GM admits that plaintiffs purport to bring this claim on behalf of the putative West Virginia class. GM denies that any class action can be maintained.

1668. The allegations in Paragraph 1668 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1668.

1669. The allegations in Paragraph 1669 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1669.

1670. The allegations in Paragraph 1670 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1670.

1671. The allegations in Paragraph 1671 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1671 on plaintiffs' expectations, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1671, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1672. The allegations in Paragraph 1672 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1672, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1673. The allegations in Paragraph 1673 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1673, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1674. The allegations in Paragraph 1674 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1674, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1675. The allegations in Paragraph 1675 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1675.

XX. Claims Brought on Behalf of the Wisconsin Class.

COUNT I

VIOLETIONS OF THE WISCONSIN
DECEPTIVE TRADE PRACTICES ACT
(WIS. STAT. § 110.18)

1676. GM incorporates by reference its responses to all preceding paragraphs above.

1677. GM admits that plaintiffs purport to bring this claim on behalf of the putative Wisconsin class. GM denies that any class action can be maintained.

1678. The allegations in Paragraph 1678 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1678.

1679. The allegations in Paragraph 1679 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1679 on plaintiffs' vehicle purchases, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1679.

1680. The allegations in Paragraph 1680 state legal conclusions to which no response is required. GM admits that Paragraph 1680 purports to quote W. Va. Code § 46A-6-102(7), but states that the Code speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1680, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1681. The allegations in Paragraph 1681 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1681.

1682. The allegations in Paragraph 1682 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1682 on plaintiffs' expectations, and therefore denies

the allegations. GM denies the remaining allegations in Paragraph 1682, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1683. The allegations in Paragraph 1683 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1683 on plaintiffs' vehicle purchases, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1683, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1684. The allegations in Paragraph 1684 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1684 on plaintiffs' vehicle purchases, knowledge and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1684, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM

states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1685. The allegations in Paragraph 1685 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1685, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1686. The allegations in Paragraph 1686 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1686, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1687. The allegations in Paragraph 1687 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1687.

1688. The allegations in Paragraph 1688 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1688, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1689. The allegations in Paragraph 1689 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth

of the allegations in Paragraph 1689 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1689, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1690. The allegations in Paragraph 1690 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1690.

1691. The allegations in Paragraph 1691 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1691, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose

1692. The allegations in Paragraph 1692 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1692, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1693. The allegations in Paragraph 1693 state legal conclusions to which no response is required. GM admits the SAC purports to seek actual damages, treble

damages, costs, and attorneys' fees, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1693, and specifically denies that there is any legal basis for damages against GM.

YY. Claims Brought on Behalf of the Wyoming Class.

COUNT I

VIOLATIONS OF THE WYOMING CONSUMER PROTECTION ACT
(WYO. STAT. §§ 40-12-105 *ET SEQ.*)

1694. GM incorporates by reference its responses to all preceding paragraphs above.

1695. GM admits that plaintiffs purport to bring this claim on behalf of the putative Wyoming class. GM denies that any class action can be maintained.

1696. The allegations in Paragraph 1696 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1696.

1697. The allegations in Paragraph 1697 state legal conclusions to which no response is required. GM admits that Paragraph 1697 purports to quote Wyo. Stat. § 45-12-105, but states that the Statute speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1697.

1698. The allegations in Paragraph 1698 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1698 on the expectations of an unnamed American consumer, and therefore denies the allegations. GM denies the remaining allegations

in Paragraph 1698, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1699. The allegations in Paragraph 1699 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1699 on plaintiffs' vehicle purchases, knowledge, and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1699, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1700. The allegations in Paragraph 1700 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1700 on plaintiffs' vehicle purchases, knowledge, and intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1700, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1701. The allegations in Paragraph 1701 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1701 on unnamed consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1701, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose

1702. The allegations in Paragraph 1702 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1702, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1703. The allegations in Paragraph 1703 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1703.

1704. The allegations in Paragraph 1704 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1704, including all subparts, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1705. The allegations in Paragraph 1705 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1705 on plaintiffs' vehicle purchases, knowledge and intentions, and the concerns of unnamed diesel truck consumers, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1705, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1706. The allegations in Paragraph 1706 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1706.

1707. The allegations in Paragraph 1707 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1707, and states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1708. The allegations in Paragraph 1708 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1708, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1709. The allegations in Paragraph 1709 state legal conclusions to which no response is required. GM further admits that the SAC purports to seek damages, but denies that it states any such claim or right to relief against GM. GM denies the remaining allegations in Paragraph 1709, and specifically denies that there is any legal basis for damages against GM.

1710. The allegations in Paragraph 1710 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1710 on plaintiffs' intentions, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1710, and specifically denies that there is any legal basis for damages against GM.

1711. The allegations in Paragraph 1711 state legal conclusions to which no response is required. GM admits that plaintiffs sent GM a letter dated August 9, 2019 on behalf of the putative Wyoming class, but states that the letter speaks for itself, and denies plaintiffs' characterization of it. GM denies the remaining allegations in Paragraph 1711, and specifically denies that there is any legal basis for damages against GM.

COUNT II

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY (WYO. STAT. §§ 34.1-2-314)

1712. GM incorporates by reference its responses to all preceding paragraphs above.

1713. GM admits that plaintiffs purport to bring this claim on behalf of the putative Wyoming class. GM denies that any class action can be maintained

1714. The allegations in Paragraph 1714 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1714.

1715. The allegations in Paragraph 1715 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1715.

1716. The allegations in Paragraph 1716 state legal conclusions to which no response is required. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1716 on plaintiffs' expectations, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 1716, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

1717. The allegations in Paragraph 1717 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1717, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1718. The allegations in Paragraph 1718 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1718, and

specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects or are incompatible with U.S. diesel fuel, and denies that the CP4 fuel injection pumps in GM's Duramax diesel engines pose safety risks.

1719. The allegations in Paragraph 1719 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1719, and specifically denies that the CP4 fuel injection pumps in GM's Duramax diesel engines have defects.

1720. The allegations in Paragraph 1720 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 1720.

AFFIRMATIVE DEFENSES

GM states the following affirmative defenses:

1. Plaintiffs fail to state a claim upon which relief can be granted.
2. Plaintiffs lack standing to bring these claims.
3. Plaintiffs' claims are barred, in whole or in part, by the applicable statutes of limitations or statutes of repose.
4. Plaintiffs' claims are barred, in whole or in part, because GM owes no legal duty to plaintiffs as alleged in the SAC.
5. Plaintiffs' claims are barred, in whole or in part, because they lack privity with and conferred no benefit on GM.

6. Plaintiffs' claims are barred, in whole or in part, by virtue of the existence of an express limited warranty.

7. Plaintiffs' claims are barred, in whole or in part, due to the expiration of an express limited warranty.

8. Plaintiffs' claims are barred, in whole or in part, to the extent plaintiffs seek damages that would constitute duplicative recovery.

9. Plaintiffs' claims are barred, in whole or in part, because this action cannot be maintained as a class action pursuant to Federal Rule of Civil Procedure 23.

10. Plaintiffs' claims are barred, in whole or in part, by plaintiffs' abuse, neglect, failure to properly maintain, misuse, and/or non-use of their vehicles, and/or damage that occurred after the vehicle was purchased.

11. Plaintiffs' claims are barred, in whole or in part, to the extent any vehicle has been modified with aftermarket equipment not approved by GM.

12. Plaintiffs have not sustained any injury or damages caused by any action or omission of GM.

13. Plaintiffs' claims are barred, in whole or in part, to the extent plaintiffs have not brought claims against the proper defendant to obtain the relief they seek, including injunctive relief.

14. Plaintiffs' damages, if any, are speculative and unascertainable.

15. Plaintiffs' claims are barred, in whole or in part, to the extent that any award of damages to plaintiffs would be excessive, punitive, and disproportionate to any alleged injury suffered by plaintiffs.

16. Plaintiffs' claims are barred, in whole or in part, by intervening or superseding causes unrelated to the conduct of GM.

17. Plaintiffs' claims are barred, in whole or in part, to the extent plaintiffs failed to provide any notice required as a condition precedent to bringing any cause of action.

18. Plaintiffs' claims are barred, in whole or in part, because they have been released and/or waived.

19. Plaintiffs' claims for equitable relief are barred, in whole or in part, because plaintiffs have available an adequate remedy at law.

20. Plaintiffs failed to exercise reasonable care and diligence to mitigate their alleged damages.

21. Plaintiffs failed to join indispensable parties.

22. GM reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and developments in this case.

REQUEST FOR JUDGMENT

GM respectfully requests that the Court (1) enter judgment in favor of GM and against plaintiffs on all of their claims; (2) dismiss the SAC with prejudice and

enter judgment in favor of GM; (3) deny class certification; (4) award GM its costs, expenses and attorneys' fees; and (5) award such other relief as the Court deems just and proper.

Dated: April 28, 2021

Respectfully submitted,

/s/ April N. Ross
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Counsel for General Motors LLC

CERTIFICATE OF SERVICE

I hereby certify that on April 28, 2021 I electronically filed the foregoing document with the Court via CM/ECF, which will automatically send notice and a copy of same to counsel of record via electronic mail.

/s/ April N. Ross
April N. Ross