

Aktiengesellschaft (“BMW AG”) designs and manufactures BMW brand vehicles. BMW NA also admits that as a general proposition, water damage can in some circumstances result in electrical failure or malfunction in vehicles. Except as so stated, BMW NA denies the remaining allegations in this paragraph.

2. Responding to paragraph 2, BMW NA denies the allegations made in this paragraph.

3. Responding to paragraph 3, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

4. Responding to paragraph 4, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

5. Responding to paragraph 5, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

6. Responding to paragraph 6, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

7. Responding to paragraph 7, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

8. Responding to paragraph 8, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

9. Responding to paragraph 9, BMW NA denies the allegations made in this paragraph.

10. Responding to paragraph 10, BMW NA denies the allegations made in this paragraph.

11. Responding to paragraph 11, BMW NA denies the allegations made in this paragraph.

12. Responding to paragraph 12, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the allegations in this paragraph and, on that basis, denies same.

AS TO “PARTIES”

A. As to “Plaintiff George Catalano”

13. Responding to paragraph 13, BMW NA admits that Plaintiff’s vehicle came with a Certified Pre-Owned Warranty. BMW NA admits that it distributed, marketed, and warranted Plaintiff’s vehicle and that BMW AG designed and manufactured Plaintiff’s vehicle. BMW NA also admits, upon information and belief, that Plaintiff’s vehicle is described as a “sport wagon.” Except as so stated, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the remaining allegations in this paragraph and, on that basis, denies same.

14. Responding to paragraph 14, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the allegations in this paragraph and, on that basis, denies same.

15. Responding to paragraph 15, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the remaining allegations made in this paragraph.

16. Responding to paragraph 16, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

17. Responding to paragraph 17, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the allegations in this paragraph and, on that basis, denies same.

18. Responding to paragraph 18, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the allegations in this paragraph and, on that basis, denies same.

19. Responding to paragraph 19, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the allegations in this paragraph and, on that basis, denies same.

20. Responding to paragraph 20, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the allegations in this paragraph and, on that basis, denies same.

21. Responding to paragraph 21, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

22. Responding to paragraph 22, BMW NA denies that Plaintiff's vehicle contains a defect. Except as so stated, BMW NA is without knowledge and information sufficient to form a

belief as to the truth of the remaining allegations in this paragraph and, on that basis, denies same.

23. Responding to paragraph 23, BMW NA admits, upon information and belief, that Plaintiff's vehicle is referred to as a "sport wagon." Except as so stated, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the remaining allegations in this paragraph and, on that basis, denies same.

24. Responding to paragraph 24, BMW NA denies the allegations made in this paragraph.

25. Responding to paragraph 25, BMW NA admits that Plaintiff requested reimbursement for out-of-pocket repair costs, which BMW NA declined to provide. Except as so stated, BMW NA denies the allegations made in this paragraph.

B. As to "Defendants"

26. Responding to paragraph 26, BMW NA denies that it is a Delaware corporation but admits the remaining allegations made in this paragraph.

27. Responding to paragraph 27, BMW NA admits that BMW AG is a foreign business entity organized and existing under the laws of the Federal Republic of Germany and that BMW NA is a wholly owned subsidiary of BMW (US) Holding Corporation, a Delaware corporation. Except as so stated, BMW NA denies the remaining allegations in this paragraph.

28. Responding to paragraph 28, BMW NA admits that BMW AG designs and manufactures BMW brand vehicles. Except as so stated, BMW NA denies the remaining allegations in this paragraph.

29. Responding to paragraph 29, BMW NA admits that it markets, distributes, and warrants BMW brand vehicles in the United States. Except as so stated, BMW NA denies the remaining allegations in this paragraph.

AS TO “JURISDICTION AND VENUE”

30. Responding to paragraph 30, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

31. Responding to paragraph 31, BMW NA admits that BMW AG designs and manufactures BMW brand vehicles and that BMW NA promotes and markets BMW brand vehicles in the United States. BMW NA denies that it sells BMW brand vehicles to consumers. The remaining allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

AS TO “FACTUAL ALLEGATIONS”

A. As to “The Defects”

32. Responding to paragraph 32, BMW NA admits that electronic components may control or be connected to other electronics controlling other aspects of the vehicle. Except as so stated, BMW NA denies the remaining allegations in this paragraph.

33. Responding to paragraph 33, BMW NA denies the allegations in this paragraph.

B. As to “BMW’s Owners Manuals”

34. Responding to paragraph 34, BMW NA admits that new BMW brand vehicles come with an owner’s manual. To the extent that the allegations in this paragraph reference the owner’s manual, BMW NA refers to the manual for its accuracy and content. Except as so

stated, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the remaining allegations in this paragraph and, on that basis, denies same.

35. Responding to paragraph 35, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

36. Responding to paragraph 36, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

37. Responding to paragraph 37, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

38. Responding to paragraph 38, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

C. As To “BMW’s Maintenance Program”

39. Responding to paragraph 39, BMW NA admits that new BMW brand vehicles in the United States are provided with a Maintenance Program. The remaining allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

40. Responding to paragraph 40, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

41. Responding to paragraph 41, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

D. As to “BMW’s Warranty”

42. Responding to paragraph 42, BMW NA admits that BMW brand vehicles in the United States come with a New Vehicle Limited Warranty, but denies that all BMW brand vehicles in the United States come with an extended limited warranty or a Certified Pre-Owned Warranty.

43. Responding to paragraph 43, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

E. As to “Defendants Conceal the Safety Defects from Their Customers and Refuse to Pay for Repairs”

44. Responding to paragraph 44, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

45. Responding to paragraph 45, BMW NA denies the allegations made in this paragraph.

46. Responding to paragraph 46, BMW NA denies the allegations made in this paragraph.

47. Responding to paragraph 47, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

48. Responding to paragraph 48, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

49. Responding to paragraph 49, BMW NA denies that “pooling,” “puddling,” or water infiltration is a serious safety issue. Except as so stated, BMW NA states that the remaining allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

50. Responding to paragraph 50, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

51. Responding to paragraph 51, BMW NA denies the allegations in this paragraph. Moreover, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content.

52. Responding to paragraph 52, BMW NA states that Plaintiff’s and putative Class members’ reliance upon the accuracy and completeness of the Owner’s Manuals and written Maintenance Program constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph. BMW NA also denies that the Owner’s Manual and Maintenance Program are incomplete. The remaining allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content.

53. Responding to paragraph 53, BMW NA is without knowledge and information sufficient to form a belief as to the truth of the allegations in this paragraph and, on that basis, denies same.

54. Responding to paragraph 54, BMW NA denies the allegations made in this paragraph.

55. Responding to paragraph 55, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

56. Responding to paragraph 56, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

57. Responding to paragraph 57, BMW NA denies the allegations made in this paragraph.

58. Responding to paragraph 58, BMW NA denies the allegations made in this paragraph.

59. Responding to paragraph 59, BMW NA states that the allegations contained in this paragraph refer to a document to which BMW NA refers for its accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

60. Responding to paragraph 60, BMW NA denies the allegations made in this paragraph.

61. Responding to paragraph 61, BMW NA denies the allegations made in this paragraph.

62. Responding to paragraph 62, BMW NA denies the allegations made in this paragraph.

63. Responding to paragraph 63, BMW NA denies the allegations made in this paragraph. To the extent that the allegations contained in this paragraph refer to documents, BMW NA refers to such documents for their accuracy and content.

64. Responding to paragraph 64, BMW NA denies the allegations made in this paragraph. To the extent that the allegations contained in this paragraph refer to documents, BMW NA refers to such documents for their accuracy and content.

65. Responding to paragraph 65, BMW NA denies the allegations made in this paragraph.

66. Responding to paragraph 66, BMW NA denies the allegations made in this paragraph.

67. Responding to paragraph 67, BMW NA denies the allegations made in this paragraph.

68. Responding to paragraph 68, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

69. Responding to paragraph 69, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

70. Responding to paragraph 70, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

AS TO “TOLLING OF THE STATUTE OF LIMITATIONS”

71. Responding to paragraph 71, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

72. Responding to paragraph 72, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

73. Responding to paragraph 73, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

74. Responding to paragraph 74, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

AS TO “CLASS ACTION ALLEGATIONS”

75. Responding to paragraph 75, BMW NA acknowledges that Plaintiff purports to bring this action as a class action as described in the Second Amended Class Action Complaint. BMW NA denies this action is appropriate for treatment as a class action and denies the claims alleged have merit.

76. Responding to paragraph 76, BMW NA acknowledges that Plaintiff purports to bring this action as a class action as described in the Second Amended Class Action Complaint. BMW NA denies this action is appropriate for treatment as a class action, denies that Plaintiff can pursue claims relating to vehicles he never owned or leased, and denies the claims alleged have merit.

77. Responding to paragraph 77, BMW NA acknowledges that Plaintiff purports to bring this action as a class action as described in the Second Amended Class Action Complaint. BMW NA denies this action is appropriate for treatment as a class action and denies the claims alleged have merit.

78. Responding to paragraph 78, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

79. Responding to paragraph 79, including subparts (a) through (r), BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

80. Responding to paragraph 80, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

81. Responding to paragraph 81, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

82. Responding to paragraph 82, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

83. Responding to paragraph 83, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

84. Responding to paragraph 84, including subparts (a) through (c), BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph. Moreover, BMW NA denies this action is appropriate for treatment as a class action and denies the claims alleged have merit.

AS TO “FIRST CLAIM FOR RELIEF”
(For Fraudulent Concealment)

85. Responding to paragraph 85, BMW NA incorporates its responses to the above allegations by reference as if set forth herein at length.

86. Responding to paragraph 86, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

87. Responding to paragraph 87, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

88. Responding to paragraph 88, BMW NA denies the allegations made in this paragraph.

89. Responding to paragraph 89, BMW NA denies the allegations made in this paragraph.

90. Responding to paragraph 90, BMW NA denies the allegations made in this paragraph.

91. Responding to paragraph 91, BMW NA states that the allegations contained in this paragraph refer to documents to which BMW NA refers for their accuracy and content. Except as so stated, BMW NA denies the allegations made in this paragraph.

92. Responding to paragraph 92, BMW NA denies the allegations made in this paragraph.

93. Responding to paragraph 93, BMW NA denies the allegations made in this paragraph.

94. Responding to paragraph 94, BMW NA denies the allegations made in this paragraph.

95. Responding to paragraph 95, BMW NA denies the allegations made in this paragraph.

96. Responding to paragraph 96, BMW NA denies the allegations made in this paragraph.

97. Responding to paragraph 97, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

98. Responding to paragraph 98, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

99. Responding to paragraph 99, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

100. Responding to paragraph 100, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

101. Responding to paragraph 101, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

102. Responding to paragraph 102, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

103. Responding to paragraph 103, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

104. Responding to paragraph 104, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

105. Responding to paragraph 105, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

106. Responding to paragraph 106, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

107. Responding to paragraph 107, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

108. Responding to paragraph 108, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

AS TO “SECOND CLAIM FOR RELIEF”
(For Violations of N.Y. GBL § 349)

109. Responding to paragraph 109, BMW NA incorporates its responses to the above allegations by reference as if set forth herein at length.

110. Responding to paragraph 110, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

111. Responding to paragraph 111, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

112. Responding to paragraph 112, including sub-paragraphs (a) and (b), BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

113. Responding to paragraph 113, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

114. Responding to paragraph 114, BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

104. [sic] Responding to paragraph 104 [115], BMW NA states that the allegations in this paragraph constitute conclusions of law to which no response is required; if the court determines a response is required, BMW NA denies the allegations in this paragraph.

GENERAL DENIAL

BMW NA denies all allegations not specifically admitted above.

SEPARATE DEFENSES

As used herein, “Plaintiff” refers to the individual Plaintiff or, as appropriate, to any other members of a purported class or classes.

FIRST SEPARATE DEFENSE

The Second Amended Class Action Complaint fails to state a claim upon which relief can be granted.

SECOND SEPARATE DEFENSE

Plaintiff lacks standing to prosecute this action.

THIRD SEPARATE DEFENSE

Plaintiff’s claims against BMW NA may be barred, in whole or in part, by the doctrine of laches.

FOURTH SEPARATE DEFENSE

Plaintiff’s claims against BMW NA may be barred, in whole or in part, by the doctrines of waiver and/or estoppel.

FIFTH SEPARATE DEFENSE

Plaintiff’s claims against BMW NA may be barred, in whole or in part, by the applicable statute of limitations.

SIXTH SEPARATE DEFENSE

Plaintiff's claims for enhanced and/or punitive damages, if any, may be barred, in whole or in part, because any award of punitive or treble damages in the present case would violate the Fourteenth Amendment to the Constitution of the United States which guarantees due process.

SEVENTH SEPARATE DEFENSE

Plaintiff's claims for enhanced and/or punitive damages, if any, may be barred, in whole or in part, because they are not supported by clear and convincing evidence as required by the due process clause of the Fourteenth Amendment to the Constitution of the United States.

EIGHTH SEPARATE DEFENSE

Plaintiff's claims for enhanced and/or punitive damages, if any, may be barred, in whole or in part, because the alleged harm suffered was not the result of BMW NA's acts or omissions, and such acts or omissions, if any, were not performed with knowledge, intentionally, or willfully.

NINTH SEPARATE DEFENSE

Any award of enhanced and/or punitive damages would violate the excessive fines clause of the Eighth Amendment to the Constitution of the United States.

TENTH SEPARATE DEFENSE

The alleged damages, if any, were caused by the actions or inactions of persons over whom BMW NA exercised no control.

ELEVENTH SEPARATE DEFENSE

Plaintiff's claims may be barred, in whole or in part, by lack of subject-matter jurisdiction.

TWELFTH SEPARATE DEFENSE

Any claims for damages or other monetary recovery by Plaintiff or on behalf of persons claimed to be members of the purported class must be offset and reduced by the value received from their use of the vehicles they purchased or leased.

THIRTEENTH SEPARATE DEFENSE

Plaintiff's purported class cannot properly be maintained because the named Plaintiff is not representative of the purported class.

FOURTEENTH SEPARATE DEFENSE

Plaintiff's purported class cannot properly be maintained because the named Plaintiff cannot adequately represent the purported class.

FIFTEENTH SEPARATE DEFENSE

Plaintiff's purported class cannot properly be maintained as a class action because the requirements for certification cannot be met and certification of the proposed class would result in a denial of due process to this defendant and the putative class.

SIXTEENTH SEPARATE DEFENSE

Plaintiff's purported class cannot properly be maintained because there are insufficient issues of law and fact common to the class.

SEVENTEENTH SEPARATE DEFENSE

Plaintiff and the putative class members have failed to mitigate their damages.

EIGHTEENTH SEPARATE DEFENSE

Plaintiff and putative class members may be barred, in whole or in part, from recovery because they have made statements or taken actions which estop them from asserting their claims.

NINETEENTH SEPARATE DEFENSE

The asserted claims may be barred, in whole or in part, to the extent any injury sustained by Plaintiff or putative class members was caused by their own negligent conduct.

TWENTIETH SEPARATE DEFENSE

Plaintiff and putative class members whose vehicles have been sold, destroyed, or otherwise disposed of may be barred, in whole or in part, from recovery.

TWENTY-FIRST SEPARATE DEFENSE

Plaintiff and putative class members may be barred from recovery, in whole or in part, if in this or other courts, they have brought actions and have received judgments, on some or all of claims asserted herein.

TWENTY-SECOND SEPARATE DEFENSE

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

TWENTY-THIRD SEPARATE DEFENSE

If any persons claiming to be members of the putative class have released claims, they may be barred from recovery, in whole or in part, by the release(s) they provided.

TWENTY-FOURTH SEPARATE DEFENSE

If any persons claiming to be members of the putative class have accepted accord and satisfaction, they may be barred from recovery, in whole or in part, on the ground that they are subject to the defense of accord and satisfaction.

TWENTY-FIFTH SEPARATE DEFENSE

Plaintiff's or any other putative class member's claims may be barred, in whole or in part, to the extent that they engaged in unlawful, inequitable, or improper conduct.

TWENTY-SIXTH SEPARATE DEFENSE

BMW NA presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unstated, defenses that govern the claims asserted by Plaintiff and on behalf of persons claimed to be members of the purposed class.

* * *

WHEREFORE, defendant BMW of North America, LLC prays that:

1. Plaintiff and the putative class be awarded no relief of any sort;
2. Judgment be entered in favor of BMW of North America, LLC;
3. Costs and fees be awarded in favor of BMW of North America, LLC; and
4. For such other and further relief as the court deems appropriate.

BUCHANAN INGERSOLL & ROONEY PC

s/ Christopher J. Dalton
Christopher J. Dalton, Esq.
550 Broad Street, Suite 810
Newark, New Jersey 07102
Attorneys for Defendants,
BMW of North America, LLC and
Bayerische Motoren Werke Aktiengesellschaft

Dated: June 30, 2016

CERTIFICATE OF SERVICE

On this date, I caused a copy of the foregoing Answer to Plaintiff's Class Action

Complaint to be served via the Court's CM/ECF system upon:

Joseph R. Santoli, Esq.
Law Offices of Joseph R. Santoli
340 Devon Court
Ridgewood, New Jersey 07450-1810
Attorneys for Plaintiff

s/ Christopher J. Dalton _____
Christopher J. Dalton

Newark, New Jersey
June 30, 2016