

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Case No.: 1:21-cv-00410-RMR-MEH

ROY WHITE, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

GENERAL MOTORS LLC,

Defendant.

**GENERAL MOTORS LLC’S ANSWER
TO CLASS ACTION COMPLAINT**

General Motors, LLC (“GM”), provides its answer, including affirmative defenses, to the Class Action Complaint (“CAC”), with these general limitations. First, in accordance with the Court’s July 7, 2022 Order, no response is provided to plaintiff’s Colorado Consumer Protection Act, fraudulent concealment/omission, unjust enrichment, or class action Magnuson-Moss Warranty Act (“MMWA”) claims, which the Court previously dismissed. Second, all allegations that are not expressly admitted are denied.¹

I. NATURE OF THE CASE

1. GM admits that plaintiff purports to seek monetary and equitable damages, and to bring this action as a class action, but denies that a class action can be maintained or that plaintiff states any claims or any right to relief against GM. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 1 regarding plaintiff White or the putative class members, or their vehicle purchases or leases, and therefore denies the allegations. GM denies the

¹ For convenience, GM includes plaintiff’s headings, but denies plaintiff’s characterizations in the headings.

remaining allegations in Paragraph 1, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

2. GM admits that the Generation IV 5.3 Liter V8 Vortec 5300 engine was offered as an option in the vehicles listed in Paragraph 2. GM denies the remaining allegations in Paragraph 2, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, and that a class action can be maintained.

3. GM denies the allegations in Paragraph 3, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

4. GM denies the allegations in Paragraph 4, except to admit that it offered the Generation IV 5.3 Liter V8 Vortec 5300 engine as an option for certain 2010-2014 model year vehicles.

5. GM denies the allegations in Paragraph 5, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

6. GM denies the allegations in Paragraph 6. GM states that the date of Old GM's bankruptcy filing was June 1, 2009, and that GM only acquired certain assets and certain liabilities previously held by Old GM through a bankruptcy Sale Order dated July 10, 2009 under Chapter 11, section 363 of the United States Bankruptcy Code.

7. GM denies the allegations in Paragraph 7, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

8. GM denies the allegations in Paragraph 8, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

9. GM denies the allegations in Paragraph 9, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

10. GM denies the allegations in Paragraph 10, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

11. GM denies the allegations in Paragraph 11, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engines or the Oil Life Monitoring System is defective.

12. GM denies the allegations in Paragraph 12, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the Oil Life Monitoring System is defective.

13. GM denies the allegations in Paragraph 13, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the Oil Life Monitoring System is defective or poses any safety risk.

14. GM denies the allegations in Paragraph 14, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

15. GM denies the allegations in Paragraph 15, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

16. GM denies the allegations in Paragraph 16, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

17. GM denies the allegations in Paragraph 17, except to admit that the Generation IV 5.3 Liter V8 Vortec 5300 engine was installed in certain vehicles beginning in 2014. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

18. GM denies the allegations in Paragraph 18, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk. GM states that it fulfilled all its legal and contractual obligations to consumers.

19. GM denies the allegations in Paragraph 19, except to admit that it released certain Technical Service Bulletins (TSBs), but states that these documents speak for themselves, and denies plaintiff's characterization of them. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

20. GM denies the allegations in Paragraph 20, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

21. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 21 regarding plaintiff White or the putative class members, their vehicle purchases or leases, their vehicle ownership, or their vehicle experiences, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 21, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

II. JURISDICTION AND VENUE

22. The allegations in Paragraph 22 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 22 regarding plaintiff White or the putative class members, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 22.

23. The allegations in Paragraph 23 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 23.

24. The allegations in Paragraph 24 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 24.

III. PARTIES

A. Plaintiff.

25. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 25 regarding plaintiff White, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 25.

26. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 26 regarding plaintiff White or his vehicle purchase, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 26.

27. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 27 regarding plaintiff White, his knowledge, or his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 27, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

28. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 28 regarding plaintiff White, his knowledge, or his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 28, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

29. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 29 regarding plaintiff White, his knowledge, or his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 29, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

30. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 30 regarding plaintiff White, his knowledge, his vehicle purchase or ownership, or his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 30, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

31. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 31 regarding plaintiff White, his knowledge or intentions, his vehicle purchase or ownership, or his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 31, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

32. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 32 regarding plaintiff White, his knowledge or intentions, his vehicle purchase or ownership, or his vehicle experience, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 32, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

B. Defendant.

33. The allegations in Paragraph 33 state legal conclusions to which no response is required. GM admits that it is a Delaware limited liability company with headquarters and principal place of business at 300 Renaissance Center, Detroit, Michigan 48232, and that its sole member is

General Motors Holdings LLC, a Delaware limited liability company with its principal place of business in Michigan. GM denies the remaining allegations in Paragraph 33.

IV. FACTUAL ALLEGATIONS

A. Introduction and Background.

34. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 34 regarding anticipation and fanfare for the release of the Vortec 5300 engine, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 34, except to admit that Old GM introduced the Generation III Vortec 5300 engine in certain model year 1999 vehicles.

35. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 35 regarding any alleged regulatory pressure on Old GM, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 35, except to admit that Congress passed the Energy Independence and Security Act of 2007 in December 2007, but states that the document speaks for itself, and denies plaintiff's characterization of it.

36. GM admits that Old GM introduced the Generation IV 5.3 Liter V8 Vortec 5300 engine for use in certain model year 2007 vehicles.

37. GM denies the allegations in Paragraph 37, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

38. GM admits the allegations in Paragraph 38.

39. GM denies the allegations in Paragraph 39. GM states that the date of Old GM's bankruptcy filing was June 1, 2009, and that it only acquired certain assets and certain liabilities previously held by Old GM through a bankruptcy Sale Order dated July 10, 2009 under Chapter 11, section 363 of the United States Bankruptcy Code.

40. GM denies the allegations of Paragraph 40. GM states that the date of Old GM's bankruptcy filing was June 1, 2009, and that it only acquired certain assets and certain liabilities previously held by Old GM through a bankruptcy Sale Order dated July 10, 2009 under Chapter 11, section 363 of the United States Bankruptcy Code.

41. GM denies the allegations in Paragraph 41, except to admit that it manufactured certain model year 2010 through 2014 vehicles equipped with the Generation IV 5.3 Liter V8 Vortec 5300 engine. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

B. The Class Vehicles Suffer from Excessive Oil Consumption.

1. The Piston Rings in the Class Vehicles Lead to Oil Consumption and Engine Damage.

42. GM denies the allegations in Paragraph 42, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

43. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 43 regarding other automobile manufacturers' engines, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 43, except to admit that the pistons in the Generation IV 5.3 Liter V8 Vortec 5300 engine move up and down inside cylinders.

44. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 44 regarding other automobile manufacturers' engines, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 44, except to admit that the pistons in the Generation IV 5.3 Liter V8 Vortec 5300 engine pistons and cylinders require a thin film of oil between the opposing metal surfaces.

45. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 45 regarding other automobile manufacturers' engines, and therefore denies the

allegations. GM denies the remaining allegations in Paragraph 45 except to admit that the primary purpose of the compression rings is to withstand combustion pressures and hold combustion gases in the combustion chambers.

46. GM denies the allegations in Paragraph 46, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

47. GM denies the allegations in Paragraph 47, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

48. GM admits that Paragraph 48 purports to quote and summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 48.

49. GM admits that Paragraph 49 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the allegations in Paragraph 49, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

50. GM denies the allegations in Paragraph 50, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or piston rings are defective.

51. GM denies the allegations in Paragraph 51, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or piston rings are defective.

52. GM denies the allegations in Paragraph 52, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or piston rings are defective.

53. GM denies the allegations in Paragraph 53, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or piston rings are defective.

54. GM denies the allegations in Paragraph 54, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or piston rings are defective.

55. GM admits that Paragraph 55 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 55, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or piston rings are defective.

56. GM denies the allegations in Paragraph 56, except to admit that the piston rings in the Generation IV Vortec 5300 engines are coated with material.

57. GM denies the allegations in Paragraph 57, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

58. GM denies the allegations in Paragraph 58, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

59. GM admits the allegations in Paragraph 59.

60. GM admits that Paragraph 60 purports to summarize language regarding vehicles manufactured by Old GM from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 60, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

61. GM denies the allegations in Paragraph 61. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

62. GM admits the allegations in Paragraph 62.

63. GM admits that Paragraph 63 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it.

GM denies the remaining allegations in Paragraph 63, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

64. GM admits that Paragraph 64 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 64, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

2. The AFM System in the Class Vehicles Contributes to Oil Consumption and Engine Damage.

65. GM denies the allegations in Paragraph 65, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

66. GM denies the allegations in Paragraph 66, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

67. GM denies the allegations in Paragraph 67, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

68. GM denies the allegations in Paragraph 68, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

69. GM denies the allegations in Paragraph 69, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

70. GM denies the allegations in Paragraph 70, except to admit that it issued TSB #10-06-001, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

3. The PCV System in the Class Vehicles Contributes to Oil Consumption and Engine Damage.

71. GM denies the allegations in Paragraph 71, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

72. GM denies the allegations in Paragraph 72, except to admit the PCV system is not intended to “vacuum” liquid oil from the valvetrain.

73. GM denies the allegations in Paragraph 73, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

74. GM admits that Paragraph 74 purports to quote from TSB #10-06-008, but states that the document speaks for itself, and denies plaintiff’s characterization of it. GM denies the remaining allegations in Paragraph 74, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

4. GM’s Oil Life Monitoring System Exacerbates the Oil Loss and Engine Damage Problems Caused by the Oil Consumption Defect.

75. GM denies the allegations in Paragraph 75, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the Oil Life Monitoring System is defective.

76. GM denies the allegations in Paragraph 76, except to admit that the Oil Life Monitoring System is not designed or intended to, and does not, measure oil levels or alert drivers when oil levels are low. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the Oil Life Monitoring System is defective.

5. The Class Vehicles Do Not Include a Warning System that Protects Drivers from the Effects of the Oil Consumption Defect.

77. GM denies the allegations in Paragraph 77, except to admit that the Oil Life Monitoring System is not designed or intended to, and does not, measure oil levels or alert drivers

when oil levels are low. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine, the oil pressure gauge, or the oil canister image on the dashboard is defective.

78. GM denies the allegations in Paragraph 78, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the oil pressure gauge is defective, or poses any safety risk.

79. GM denies the allegations in Paragraph 79, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the oil canister symbol on the dashboard is defective, or poses any safety risk.

80. GM denies the allegations in Paragraph 80, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

C. The Oil Consumption Defect Within the Class Vehicles Has Caused Excessive Oil Loss, Which Can Lead to Engine Damage.

81. GM denies the allegations in Paragraph 81, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

82. GM denies the allegations in Paragraph 82, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

83. GM denies the allegations in Paragraph 83, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

84. GM denies the allegations in Paragraph 84, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

85. GM denies the allegations in Paragraph 85, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

D. The Oil Consumption Defect Within the Class Vehicles Presents an Unreasonable Safety Risk.

86. GM denies the allegations in Paragraph 86, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

87. GM admits that Paragraph 87 purports to quote from certain GM manuals, but states that the manuals speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 87, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

88. GM admits that Paragraph 88 purports to quote from certain GM manuals, but states that the manuals speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 88, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

89. GM admits that Paragraph 89 purports to quote and summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 89, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

90. GM admits that Paragraph 90 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 90, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

91. The allegations in Paragraph 91 state legal conclusions to which no response is required. GM denies the allegations in Paragraph 91, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or piston rings are defective, or pose any safety risk.

92. GM denies the allegations in Paragraph 92, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

93. GM admits that Paragraph 93 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 93, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

94. GM denies the allegations in Paragraph 94, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

E. GM's Knowledge of the Oil Consumption Defect.

95. GM admits that Paragraph 95 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 95, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

96. GM admits that Paragraph 96 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 96, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

97. GM denies the allegations in Paragraph 97, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

98. GM admits that Paragraph 98 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 98, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

99. GM admits that Paragraph 99 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's

characterization of it. GM denies the remaining allegations in Paragraph 99, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

100. GM denies the allegations in Paragraph 100, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

101. GM admits that Paragraph 101 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 101, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

102. GM denies the allegations in Paragraph 102, except to admit that it implements design changes in its vehicles. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

103. GM admits that Paragraph 103 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 103, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

104. GM admits that Paragraph 104 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 104, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

105. GM admits that Paragraph 105 purports to summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 105, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

106. GM admits that Paragraph 106 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 106, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

107. GM admits that Paragraph 107 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 107, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

108. GM admits that Paragraph 108 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 108, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

109. GM admits that Paragraph 109 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 109, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

110. GM admits that Paragraph 110 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 110, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

111. The allegations in Paragraph 111 state legal conclusions to which no response is required. GM admits that Paragraph 111 purports to quote and summarize language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's

characterization of it. GM denies the remaining allegations in Paragraph 111, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

112. GM denies the allegations in Paragraph 112, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

113. GM admits that Paragraph 113 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 113, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

114. GM admits that Paragraph 114 purports to quote language from a filing in a different lawsuit, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 114, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

115. The allegations in Paragraph 115 state legal conclusions to which no response is required. GM admits that Paragraph 115 purports to summarize language from a news article, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 115, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

116. GM admits that Paragraph 116 purports to summarize posts from an online discussion board discussing vehicles manufactured by Old GM, but states that the documents speak for themselves and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth the allegations in Paragraph 116, and therefore denies the allegations. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

117. The allegations in Paragraph 117 state legal conclusions to which no response is required. GM admits that Paragraph 117 purports to quote from *In re Motors Liquidation Co.* and *Elliot v. GM LLC*, but states that those documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 117, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

118. GM admits that Paragraph 118 purports to summarize posts from an online discussion board, but states that the documents speak for themselves and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth the allegations in Paragraph 118, and therefore denies the allegations. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

119. GM denies the allegations in Paragraph 119, except to admit that it issued TSBs, but states that those bulletins speak for themselves, and denies plaintiff's characterization of them. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

120. GM admits that Paragraph 120 purports to quote from certain GM TSBs, but states that those documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 120, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

121. The allegations in Paragraph 121 state legal conclusions to which no response is required. GM admits that Paragraph 121 purports to quote language from certain GM TSBs and from a filing in a different lawsuit, but states that those documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 121, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

122. GM admits that Paragraph 122 purports to summarize language from documents produced in a different lawsuit, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 122, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

123. GM admits that Paragraph 123 purports to quote from certain GM TSBs related to vehicles manufactured by Old GM, but states that those documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 123, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

F. Consumers Repeatedly Complained About Excessive Oil Consumption and Engine Damage in the Class Vehicles.

124. GM admits that Paragraph 124 purports to quote from NHTSA reports, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth the allegations in Paragraph 124, and therefore denies the allegations.

125. GM admits that Paragraph 125 purports to quote from NHTSA reports, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 125, and therefore denies the allegations.

126. GM admits that Paragraph 126 purports to summarize posts on online discussion boards, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 126, and therefore denies the allegations.

127. GM admits that Paragraph 127 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for

themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 127, and therefore denies the allegations.

128. GM admits that Paragraph 128 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 128, and therefore denies the allegations.

129. GM admits that Paragraph 129 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 129, and therefore denies the allegations.

130. GM admits that Paragraph 130 purports to quote posts on an online discussion board, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 130, and therefore denies the allegations.

131. GM admits that Paragraph 131 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 131, and therefore denies the allegations.

132. GM admits that Paragraph 132 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 132, and therefore denies the allegations.

133. GM admits that Paragraph 133 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 133, and therefore denies the allegations.

134. GM admits that Paragraph 134 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 134, and therefore denies the allegations.

135. GM admits that Paragraph 135 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 135, and therefore denies the allegations.

136. GM admits that Paragraph 136 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 136, and therefore denies the allegations.

137. GM admits that Paragraph 137 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 137, and therefore denies the allegations.

138. GM admits that Paragraph 138 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for

themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 138, and therefore denies the allegations.

139. GM admits that Paragraph 139 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 139, and therefore denies the allegations.

140. GM admits that Paragraph 140 purports to quote posts on an online discussion board regarding vehicles manufactured by Old GM, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 140, and therefore denies the allegations.

141. GM admits that Paragraph 141 purports to quote posts on an online discussion board, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 141, and therefore denies the allegations.

142. GM admits that Paragraph 142 purports to quote posts on an online discussion board, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 142, and therefore denies the allegations.

143. GM admits that Paragraph 143 purports to quote posts on an online discussion board, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 143, and therefore denies the allegations.

144. GM admits that Paragraph 144 purports to quote posts on an online discussion board, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 144, and therefore denies the allegations.

145. GM admits that Paragraph 145 purports to quote posts on an online discussion board, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 145, and therefore denies the allegations.

146. GM admits that Paragraph 146 purports to quote posts on an online discussion board, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 146, and therefore denies the allegations.

147. GM admits that Paragraph 147 purports to quote posts on an online discussion board, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 147, and therefore denies the allegations.

148. GM admits that Paragraph 148 purports to quote posts on an online discussion board regarding other manufacturers' vehicles, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM lacks sufficient information to form a belief as to the truth of the allegations in Paragraph 148, and therefore denies the allegations.

149. The allegations in Paragraph 149 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 149, and specifically denies that the

Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

G. GM Trumpeted the Performance of the Generation IV Vortec 5300 Engines and Continuously Proclaimed That the Class Vehicles Were Dependable and of the Highest Quality – Concealing and Omitting the Oil Consumption Defect.

150. GM denies the allegations in Paragraph 150, except to admit that it advertises the performance of the vehicles it manufactures. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

151. GM admits that Paragraph 151 purports to summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 151, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

152. GM admits that Paragraph 152 purports to summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 152.

153. GM admits that Paragraph 153 purports to quote language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 153.

154. GM admits that Paragraph 154 purports to quote language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 154.

155. GM admits that Paragraph 155 purports to quote and summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 155.

156. GM admits that Paragraph 156 purports to summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 156.

157. GM admits that Paragraph 157 purports to quote and summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 157.

158. GM admits that Paragraph 158 purports to quote language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 158.

159. GM admits that Paragraph 159 purports to quote and summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 159.

160. GM admits that Paragraph 160 purports to quote and summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 160.

161. GM admits that Paragraph 161 purports to quote and summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 161.

162. GM admits that Paragraph 162 purports to quote and summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 162.

163. GM admits that Paragraph 163 purports to summarize product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 163, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

164. GM admits that Paragraph 164 purports to summarize language from product information or marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 164.

165. GM admits that Paragraph 165 purports to quote language from a GM Annual Report, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 165.

166. GM admits that Paragraph 166 purports to quote language from a GM Annual Report, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 166.

167. GM admits that Paragraph 167 purports to quote language from a GM Annual Report, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 167.

168. GM admits that Paragraph 168 purports to quote language from a GM Annual Report, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 168.

169. GM admits that Paragraph 169 purports to quote language from a GM Annual Report, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 169.

170. GM admits that Paragraph 170 purports to summarize language from product information and marketing materials, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 170.

171. GM denies the allegations in Paragraph 171, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

H. GM Intentionally and Actively Concealed the Oil Consumption Defect.

172. GM denies the allegations in Paragraph 172, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

173. GM denies the allegations in Paragraph 173, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

174. GM admits that Paragraph 174 purports to summarize language from documents produced in a different lawsuit, but states that the documents speak for themselves, and denies plaintiff's characterization of them. GM denies the remaining allegations in Paragraph 174, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective, or poses any safety risk.

V. TOLLING OF THE STATUTES OF LIMITATION

A. **Discovery Rule Tolling.**

175. The allegations in Paragraph 175 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 175, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

176. The allegations in Paragraph 176 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 176, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

B. **Fraudulent Concealment Tolling.**

177. The allegations in Paragraph 177 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 177, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

178. The allegations in Paragraph 178 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 178 regarding plaintiff White or the putative class members and their knowledge, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 178, and

specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

179. The allegations in Paragraph 179 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 179, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

180. The allegations in Paragraph 180 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 180, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

181. The allegations in Paragraph 181 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 181, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

182. The allegations in Paragraph 182 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 182, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

183. The allegations in Paragraph 183 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 183. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

C. Estoppel.

184. The allegations in Paragraph 184 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 184, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

185. The allegations in Paragraph 185 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 185, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

186. The allegations in Paragraph 186 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 186.

D. Class Action Tolling.

187. The allegations in Paragraph 187 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 187.

VI. CLASS ACTION ALLEGATIONS

188. GM denies the allegations in Paragraph 188, except to admit that plaintiff purports to bring this action as a class action. GM specifically denies that a class action can be maintained.

189. GM denies the allegations in Paragraph 189, except to admit that plaintiff purports to bring this action as a class action. GM specifically denies that a class action can be maintained.

190. GM denies the allegations in Paragraph 190, except to admit that plaintiff purports to identify those entities or persons excluded from the alleged class. GM specifically denies that a class action can be maintained.

191. The allegations in Paragraph 191 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 191, except to admit that plaintiff

purports to bring this action as a class action. GM specifically denies that a class action can be maintained or that plaintiff states any claims or any right to relief against GM.

192. The allegations in Paragraph 192 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 192, and specifically denies that a class action can be maintained.

193. The allegations in Paragraph 193 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 193, including all subparts, and specifically denies that a class action can be maintained.

194. The allegations in Paragraph 194 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 194, and specifically denies that a class action can be maintained.

195. The allegations in Paragraph 195 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 195, and specifically denies that a class action can be maintained.

196. The allegations in Paragraph 196 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 196, and specifically denies that a class action can be maintained.

197. The allegations in Paragraph 197 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 197, and specifically denies that a class action can be maintained.

VII. CLAIMS FOR RELIEF

COUNT 1

VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT

Colo. Rev. Stat §§ 6-1-101, et seq.

198-213. No response is required to allegations in Paragraph 198 through 213 that relate to plaintiff's Colorado Consumer Protection Act claim, which was dismissed by the Court in its July 7, 2022 Order.

COUNT 2
BREACH OF EXPRESS WARRANTY
Colo. Rev. Stat. §§ 4-2-213 and 4-2.5-210

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

215. GM admits that plaintiff purports to bring this claim on behalf of himself and the putative Colorado class. GM denies that a class action can be maintained.

216. The allegations in Paragraph 216 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 216.

217. The allegations in Paragraph 217 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 217.

218. The allegations in Paragraph 218 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 218.

219. GM admits that the allegations in Paragraph 219 purport to quote and summarize GM's Limited Warranty, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 219.

220. GM admits that the allegations in Paragraph 220 purport to quote from a Limited Warranty that applies to certain GM vehicles, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 220, and specifically denies that the quoted language appears in the Limited Warranty applicable to plaintiff's 2011 model year vehicle.

221. GM admits that the allegations in Paragraph 221 purport to quote and summarize GM's Limited Warranty, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 221.

222. The allegations in Paragraph 222 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 222.

223. The allegations in Paragraph 223 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 223, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective. GM states that it fulfilled all its legal and contractual obligations to consumers.

224. The allegations in Paragraph 224 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 224, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective. GM states that it fulfilled all its legal and contractual obligations to consumers.

225. The allegations in Paragraph 225 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 225, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

226. GM denies the allegations of Paragraph 226, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective.

227. GM denies the allegations of Paragraph 227, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the piston rings are defective. GM states that it fulfilled all its legal and contractual obligations to consumers.

228. The allegations in Paragraph 228 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 228. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

229. The allegations in Paragraph 229 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 229. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

230. The allegations in Paragraph 230 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 230. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

231. GM denies the allegations in Paragraph 231, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or piston rings are defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

232. The allegations in Paragraph 232 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 232. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

233. The allegations in Paragraph 233 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 233.

COUNT 3
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
Colo. Rev. Stat. §§ 4-2-314 and 4-2.5-212

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

235. GM admits that plaintiff purports to bring this claim on behalf of himself and the putative Colorado class. GM denies that a class action can be maintained.

236. The allegations in Paragraph 236 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 236.

237. The allegations in Paragraph 237 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 237.

238. The allegations in Paragraph 238 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 238.

239. GM denies the allegations in Paragraph 239, except to admit that it manufactured certain model year 2011 through 2014 vehicles equipped with the Generation IV 5.3 Liter V8 Vortec 5300 engine. GM specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

240. GM denies the allegations in Paragraph 240, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

241. GM denies the allegations in Paragraph 241, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

242. The allegations in Paragraph 242 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 242, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

243. The allegations in Paragraph 243 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 243, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers.

244. The allegations in Paragraph 244 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 244, and states that it fulfilled all its legal and contractual obligations to consumers. GM states that it fulfilled all its legal and contractual obligations to consumers.

245. The allegations in Paragraph 245 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 245, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective.

COUNT 4
FRAUDULENT CONCEALMENT/OMISSION

246 – 255. No response is required to allegations in Paragraph 246 through 255 that relate to plaintiff's fraudulent concealment/omission claim, which was dismissed by the Court in its July 7, 2022 Order.

COUNT 5
UNJUST ENRICHMENT

256-263. No response is required to allegations in Paragraph 256 through 263 that relate to plaintiff's unjust enrichment claim, which was dismissed by the Court in its July 7, 2022 Order.

COUNT 6
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
15 U.S.C. §§ 2301, et seq.

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

265. No response is required to allegations in Paragraph 265 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. GM denies the remaining allegations in Paragraph 265, except to admit that plaintiff purports to bring this claim individually.

266. No response is required to allegations in Paragraph 266 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 266 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 266.

267. No response is required to allegations in Paragraph 267 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 267 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 267.

268. No response is required to allegations in Paragraph 268 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 268 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 268.

269. No response is required to allegations in Paragraph 269 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 269 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 269.

270. No response is required to allegations in Paragraph 270 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 270 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 270.

271. No response is required to allegations in Paragraph 271 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 271 also state legal conclusions to

which no response is required. GM admits that plaintiff purports to summarize GM's 2012 Chevrolet Limited Warranty, but states that the document speaks for itself, and denies plaintiff's characterization of it. GM denies the remaining allegations in Paragraph 271, and specifically denies that the 2012 Chevrolet Limited Warranty applies to plaintiff's model year 2011 vehicle.

272. No response is required to allegations in Paragraph 272 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 272 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 272.

273. No response is required to allegations in Paragraph 273 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 273 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 273 on plaintiff's vehicle purchase and therefore denies the allegations. GM denies the remaining allegations in Paragraph 273.

274. No response is required to allegations in Paragraph 274 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 274 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 274, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine or the Oil Life Monitoring System is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

275. No response is required to allegations in Paragraph 275 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the

Court in its July 7, 2022 Order. The allegations in Paragraph 275 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 275, and specifically denies that the Generation IV 5.3 Liter V8 Vortec 5300 engine is defective. GM states that it fulfilled all its legal and contractual obligations to consumers, including any duty to disclose.

276. No response is required to allegations in Paragraph 276 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 276 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 276 regarding plaintiff White or the putative class members, and therefore denies the allegations. GM denies the remaining allegations in Paragraph 276.

277. No response is required to allegations in Paragraph 277 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 277 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 277, and states that it fulfilled all its legal and contractual obligations to consumers.

278. No response is required to allegations in Paragraph 278 that relate to plaintiff's nationwide class action Magnuson-Moss Warranty Act allegations, which were stricken by the Court in its July 7, 2022 Order. The allegations in Paragraph 278 state legal conclusions to which no response is required. GM denies the remaining allegations in Paragraph 278.

AFFIRMATIVE DEFENSES

GM states the following affirmative defenses:

1. Plaintiff fails to state a claim upon which relief can be granted.
2. Plaintiff lacks standing to bring these claims.

3. Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations or statutes of repose.

4. Plaintiff's claims are barred, in whole or in part, because GM owes no legal duty to plaintiff as alleged in the CAC.

5. Plaintiff's claims are barred, in whole or in part, by virtue of the existence of an express limited warranty.

6. Plaintiff's claims are barred, in whole or in part, due to the expiration of an express limited warranty.

7. Plaintiff's claims are barred, in whole or in part, to the extent plaintiff seeks damages that would constitute duplicative recovery.

8. 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.

9. Plaintiff's claims are barred, in whole or in part, to the extent plaintiff seeks damages that would constitute duplicative recovery.

10. Plaintiff's claims are barred, in whole or in part, by plaintiff's abuse, neglect, failure to properly maintain, misuse, and/or non-use of his vehicle, and/or damage that occurred after the vehicle was purchased.

11. Plaintiff's claims are barred, in whole or in part, to the extent his vehicle has been modified with aftermarket equipment not approved by GM.

12. Plaintiff has not sustained any injury or damages caused by any action or omission of GM.

13. Plaintiff's claims are barred, in whole or in part, to the extent plaintiff has not brought claims against the proper defendant to obtain the relief he seeks, including injunctive relief.

14. Plaintiff's damages, if any, are speculative and unascertainable.

15. Plaintiff's claims are barred, in whole or in part, to the extent that any award of damages to plaintiff would be excessive, punitive, and disproportionate to any alleged injury suffered by plaintiff.

16. Plaintiff's claims are barred, in whole or in part, by intervening or superseding causes unrelated to the conduct of GM.

17. Plaintiff's claims are barred, in whole or in part, to the extent plaintiff failed to provide any notice required as a condition precedent to bringing any cause of action.

18. Plaintiff's claims are barred, in whole or in part, because they have been released and/or waived.

19. Plaintiff's claims for equitable relief, if any, are barred, in whole or in part, because plaintiff has available an adequate remedy at law.

20. Plaintiff failed to exercise reasonable care and diligence to mitigate his alleged damages.

21. Plaintiff failed to join indispensable parties.

22. Plaintiffs are estopped from asserting their claims in this Court by binding arbitration clauses in sales agreements covering the purchase of their vehicles.

23. 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 plaintiff on all of his claims; (2) dismiss the Class Action Complaint 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: July 21, 2022

Respectfully Submitted,

/s/ April N. Ross
Kathleen Taylor Sooy
April N. Ross
Rachel P. Raphael
CROWELL & MORING LLP
1001 Pennsylvania Avenue NW
Washington, DC 20004
Telephone: 202-624-2500
Facsimile: 202-628-5611
ksooy@crowell.com
aross@crowell.com
raphael@crowell.com

Mike Gallagher
Andrew Garnett
DAVIS GRAHAM & STUBBS LLP
1550 17th Street, Suite 500
Denver, CO 80202
Telephone: 303-892-9400
Facsimile: 303-893-1379
mike.gallagher@dgs.law.com
andrew.garnett@dgs.law.com

Attorneys for General Motors LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on July 21, 2022 the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record.

/s/ April N. Ross

April N. Ross