

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

RAFAEL SUAREZ, DAISY GONZALEZ,  
and RICHARD BYRD, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiffs

v.

NISSAN OF NORTH AMERICA, INC.,

Defendant.

Case No. 3:21-CV-00393-WLC-AN

District Judge William L. Campbell, Jr.

**NISSAN NORTH AMERICA, INC.’S ANSWER TO  
PLAINTIFFS’ CONSOLIDATED CLASS ACTION COMPLAINT**

Defendant Nissan North America, Inc. (“NNA”) files this Answer to Plaintiffs Rafael Suarez, Daisy Gonzalez, and Richard Byrd’s (“Plaintiffs”) Consolidated Class Action Complaint (“COMPLAINT”) as follows:

**INTRODUCTION<sup>1</sup>**

1. Paragraph 1 does not contain any factual allegations and does not require a response. To the extent a response is required, NNA denies the allegations in Paragraph 1 of the Complaint.

2. NNA denies that 2013-2018 Nissan Altima vehicles contain a defect or significant safety hazard as alleged in Paragraph 2. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 2 of the Complaint, and therefore denies the same.

3. NNA denies the allegations in Paragraph 3 of the Complaint.

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<sup>1</sup> NNA uses the headings contained in the Complaint for organizational purposes only. To the extent the headings are construed to be factual allegations, NNA denies the same.

4. NNA denies the allegations in Paragraph 4 of the Complaint.

5. Paragraph 5 does not contain any factual allegations and does not require a response. Answering further, NNA denies that Plaintiffs and the class are entitled to the relief requested in the Complaint.

### **JURISDICTION AND VENUE**

6. The allegations in Paragraph 6 are legal conclusions to which no response is required. To the extent that a response is required, NNA admits that Plaintiffs purport to bring this case as a class action. NNA denies that this case meets the requirements for certification of a class and otherwise denies the allegations of Paragraph 6 of the Complaint.

7. The allegations in Paragraph 7 are legal conclusions to which no response is required. To the extent that a response is required, NNA does not contest venue as to Plaintiffs' individual claims.

8. The allegations in Paragraph 8 are legal conclusions to which no response is required. To the extent a response is required, NNA does not contest jurisdiction. NNA denies that this case meets the requirements for certification of a class and otherwise denies the allegations of Paragraph 8 of the Complaint.

### **THE PARTIES** **Plaintiff Daisy Gonzalez (California)**

9. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9 of the Complaint, and therefore denies the same.

10. NNA denies that 2013 Nissan Altima vehicles contain a defect as alleged in Paragraph 10 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 10 of the Complaint, and therefore denies the same.

11. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint, and therefore denies the same.

12. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint, and therefore denies the same.

13. NNA denies that 2013 Nissan Altima vehicles contain the defect as alleged in Paragraph 13 of the Complaint and therefore denies that it failed to disclose any defect.

14. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14 of the Complaint, and therefore denies the same.

15. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 of the Complaint, and therefore denies the same.

16. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 of the Complaint, and therefore denies the same.

17. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 of the Complaint, and therefore denies the same.

18. NNA denies that 2013 Nissan Altima vehicles contain a defect as alleged in Paragraph 18 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 18 of the Complaint, and therefore denies the same.

**Plaintiff Rafael Suarez (Florida)**

19. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 of the Complaint, and therefore denies the same.

20. NNA denies that 2015 Nissan Altima vehicles contain the defect as alleged in Paragraph 20 of the Complaint. NNA is without knowledge or information sufficient to form a

belief as to the truth of the remaining allegations in Paragraph 20 of the Complaint, and therefore denies the same.

21. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 of the Complaint, and therefore denies the same.

22. NNA denies that 2015 Nissan Altima vehicles contain the defect as alleged in Paragraph 22 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 22 of the Complaint, and therefore denies the same.

23. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 of the Complaint, and therefore denies the same.

24. NNA denies that 2015 Nissan Altima vehicles contain the defect as alleged in Paragraph 24 of the Complaint. NNA denies the remaining allegations in Paragraph 24 of the Complaint.

25. NNA denies that 2015 Nissan Altima vehicles contain the defect as alleged in Paragraph 25 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 25 of the Complaint, and therefore denies the same.

**Plaintiff Richard Byrd (Ohio)**

26. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26 of the Complaint, and therefore denies the same.

27. NNA denies that 2015 Nissan Altima vehicles contain the defect as alleged in Paragraph 27 of the Complaint. NNA is without knowledge or information sufficient to form a

belief as to the truth of the remaining allegations in Paragraph 27 of the Complaint, and therefore denies the same.

28. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28 of the Complaint, and therefore denies the same.

29. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29 of the Complaint, and therefore denies the same.

30. NNA denies that 2015 Nissan Altima vehicles contain the defect as alleged in Paragraph 30 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 30 of the Complaint, and therefore denies the same.

31. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31 of the Complaint, and therefore denies the same.

32. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 of the Complaint, and therefore denies the same.

33. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33 of the Complaint, and therefore denies the same.

34. NNA denies that 2015 Nissan Altima vehicles contain the defect as alleged in Paragraph 34 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 34, and therefore denies the same.

#### **Defendant**

35. NNA admits that NNA is a California corporation with its principal place of business located at One Nissan Way, Franklin, Tennessee 37067. NNA denies any allegations in Paragraph 35 of the Complaint that are inconsistent with this response.

## **FACTUAL ALLEGATIONS**

36. NNA admits the Altima is Nissan's mid-sized sedan that competes with cars such as the Toyota Camry and the Honda Accord. NNA admits that it sold approximately 1.8 million model year 2013-2018 Nissan Altimas. NNA denies any allegations in Paragraph 36 of the Complaint that are inconsistent with this response.

37. NNA admits that Figure 1 depicts the headlamp assembly included in some model year 2013-2018 Nissan Altima vehicles. NNA denies that Nissan Altima vehicles contain the defect as alleged in Paragraph 37 of the Complaint. NNA denies any allegations in Paragraph 37 of the Complaint that are inconsistent with this response.

38. NNA admits that Nissan Altimas are equipped with a type of headlamp called a projector headlamp. NNA admits that in a projector headlamp, the light bulb is housed within a reflective cup or bowl, which reflects the light from the bulb forward through a semi-spherical focusing lens. NNA admits that Figure 2 appears to show the semispherical lens, as seen from the outside of the headlamp assembly and Figure 3 shows a reflector cup that has been removed from the headlamp assembly. NNA denies any allegations in Paragraph 38 of the Complaint that are inconsistent with this response.

39. NNA admits that some Nissan Altimas utilize a compact projector headlamp design. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 39 of the Complaint, and therefore denies the same.

40. NNA admits that optimal projector headlamp design seals out ambient moisture, which can, when combined with the heat from the bulb under some circumstances, cause degradation of some surfaces within the headlamp. Nissan denies any allegations in Paragraph 40 of the Complaint that are inconsistent with this response.

41. NNA admits that Figure 4 appears to show a reflector cup which speaks for itself. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 41 of the Complaint. Nissan is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 41 of the Complaint, and therefore denies the same.

42. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 42 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 42 of the Complaint, and therefore denies the same.

43. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 43 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 43 of the Complaint, and therefore denies the same.

44. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 44 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 44 of the Complaint, and therefore denies the same.

45. NNA denies the allegations in Paragraph 45 of the Complaint.

46. NNA denies the allegations in Paragraph 46 of the Complaint.

**B. Nissan's Knowledge of the Defect**

47. Nissan admits only that certain Altima owners have complained about their headlamps dimming to Nissan, its dealers and National Highway Traffic Safety Administration. Nissan is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 47 of the Complaint, and therefore denies the same.

48. NNA denies that Nissan Altimas contain the defect or serious safety hazard as alleged in Paragraph 48 of the Complaint. The allegations in Paragraph 48 of the Complaint are

legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 48 of the Complaint.

49. The allegations in footnote 1 to Paragraph 49 are legal conclusions to which no response is required. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 49 of the Complaint. NNA denies that it has exclusive knowledge of the alleged Defect. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 49, including the substance of the excerpts sampled in Paragraph 49 of the Complaint, and therefore denies the same.

50. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 50 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 50 of the Complaint, and therefore denies the same.

51. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 51 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 51 of the Complaint, and therefore denies the same.

52. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 52 of the Complaint. NNA admits only that the footnotes contained in Paragraph 52 of the Complaint reference hyperlinks at [www.nhtsa.gov](http://www.nhtsa.gov), the substance of each specific hyperlink speaks for itself and no further response is required. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 52 of the Complaint, and therefore denies the same.

53. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 53 of the Complaint. NNA denies the remaining allegations in Paragraph 53 of the Complaint.



54. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 54 of the Complaint. NNA denies the remaining allegations in Paragraph 54 of the Complaint.

55. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 55 of the Complaint. NNA denies the remaining allegations in Paragraph 55 of the Complaint.

56. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 56 of the Complaint. NNA admits that it designed, manufactured, and sold Nissan Altimas for model years 2013-2018. NNA denies any allegations in Paragraph 56 of the Complaint that are inconsistent with this response.

57. The allegations in Paragraph 57 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 57 of the Complaint.

58. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 58 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 58 of the Complaint, and therefore denies the same.

#### **TOLLING OF STATUTES OF LIMITATIONS**

59. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 59 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 59 of the Complaint, and therefore denies the same.

60. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 60 of the Complaint. The allegations in Paragraph 60 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60 of the Complaint, and therefore denies the same.

61. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 61 of the Complaint. NNA denies that it had knowledge of the alleged defect since at least 2013. The allegations in Paragraph 61 of the Complaint are legal conclusions to which no response is required. NNA denies the allegations in Paragraph 61 that are inconsistent with this response.

### **CLASS ACTION ALLEGATIONS**

62. The allegations in Paragraph 62 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph 62 of the Complaint.

63. Paragraph 63 does not contain any factual allegations and does not require a response. NNA denies that certification of the class as stated in this paragraph would be appropriate.

64. Paragraph 64 does not contain any factual allegations and does not require a response. NNA denies that certification of the class as stated in this paragraph would be appropriate.

65. Paragraph 65 does not contain any factual allegations and does not require a response. NNA denies that certification of the class as stated in this paragraph would be appropriate.

66. The allegations in Paragraph 66 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph 66 of the Complaint. NNA denies that certification of the class as stated in this paragraph would be appropriate.

67. The allegations in Paragraph 67 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph

67 of the Complaint including subparts (a)-(m). NNA denies that certification of the class as stated in this paragraph would be appropriate.

68. The allegations in Paragraph 68 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph 68 of the Complaint. NNA denies that certification of the class as stated in this paragraph would be appropriate.

69. The allegations in Paragraph 69 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph 69 of the Complaint. NNA denies that certification of the class as stated in this paragraph would be appropriate.

70. The allegations in Paragraph 70 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph 70 of the Complaint. NNA denies that certification of the class as stated in this paragraph would be appropriate.

71. The allegations in Paragraph 71 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph 71 of the Complaint. NNA denies that Plaintiffs are entitled to any relief, including injunctive relief as requested in Paragraph 71 of the Complaint.

72. NNA denies the characterization of its business operations and vehicle import activity as stated in Paragraph 72 of the Complaint. The remaining allegations in Paragraph 72 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph 72 inconsistent with this response.

**CLAIMS FOR RELIEF**

**COUNT I**

73. Paragraph 73 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

74. Paragraph 74 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiff Gonzalez purports to bring this cause of action on behalf of himself and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate

75. The allegations in Paragraph 75 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 75 of the Complaint.

76. The allegations in Paragraph 76 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 76 of the Complaint.

77. The allegations in Paragraph 77 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 77 of the Complaint.

78. The allegations in Paragraph 78 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 78 of the Complaint.

79. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 79 of the Complaint. NNA further denies the allegations in Paragraph 79 of the Complaint including subparts (a)-(e).

80. NNA denies the allegations in Paragraph 80 of the Complaint.

81. NNA denies the allegations in Paragraph 81 of the Complaint.

82. The allegations in Paragraph 82 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 82 of the Complaint including subparts (a)-(c).

83. NNA denies the allegations in Paragraph 83 of the Complaint.

84. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 84 of the Complaint. NNA further denies the allegations in Paragraph 84 of the Complaint.

85. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 85 of the Complaint. NNA further denies the allegations in Paragraph 85 of the Complaint.

86. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 86 of the Complaint. NNA denies the allegations in Paragraph 86 of the Complaint.

87. NNA denies the allegations in Paragraph 87 of the Complaint.

88. NNA admits that Plaintiff Gonzalez sent a letter to NNA notifying it of alleged CLRA violations. NNA denies the existence of any violations. NNA denies any allegations in Paragraph 88 of the Complaint that are inconsistent with this response.

89. Paragraph 89 does not contain any factual allegations and does not require a response. NNA denies that Plaintiff Gonzalez and the alleged class are entitled to any of the relief requested in this Paragraph.

90. Paragraph 90 does not contain any factual allegations and does not require a response. NNA denies that Plaintiff Gonzalez and the alleged class are entitled to any of the relief requested in this Paragraph.

91. Paragraph 91 does not contain any factual allegations and does not require a response. To the extent a response is required, NNA admits that a document purporting to be Plaintiffs' CLRA venue declaration is attached as Exhibit 1 to the Complaint and speaks for itself.

## **COUNT II**

92. Paragraph 92 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

93. Paragraph 93 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiff Gonzalez purports to bring this cause of action on behalf of himself and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

94. The allegations in Paragraph 94 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 94 of the Complaint.

### **Unlawful Conduct**

95. NNA denies the allegations in Paragraph 95 of the Complaint.

### **Unfair Conduct**

96. NNA denies the allegations in Paragraph 96 of the Complaint.

97. NNA denies the allegations in Paragraph 97 of the Complaint including subparts (a) – (e).

98. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 98 of the Complaint. The allegations in Paragraph 98 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 98 of the Complaint.

99. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 99 of the Complaint. NNA denies the allegations in Paragraph 99 of the Complaint.

100. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 100 of the Complaint. The allegations in Paragraph 100 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 100 of the Complaint.

#### **Fraudulent Conduct**

101. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 101 of the Complaint. NNA further denies the allegations in Paragraph 101 of the Complaint.

102. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 102 of the Complaint. NNA further denies the allegations in Paragraph 102 of the Complaint.

103. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 103 of the Complaint. The allegations in Paragraph 103 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 103 of the Complaint.

104. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 104 of the Complaint. NNA is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 104 of the Complaint, and therefore denies the same, except that NNA denies that it engaged in any unlawful, unfair or fraudulent acts.

105. NNA denies the allegations in Paragraph 105 of the Complaint including that Plaintiffs are entitled to any of the requested relief.

### **COUNT III**

106. Paragraph 106 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

107. Paragraph 107 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiffs purport to bring this cause of action on behalf of all Plaintiffs and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

108. The allegations in Paragraph 108 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 108 of the Complaint.

109. The allegations in Paragraph 109 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 109 of the Complaint.

110. The allegations in Paragraph 110 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 110 of the Complaint.

111. The allegations in Paragraph 111 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 111 of the Complaint.



112. The allegations in Paragraph 112 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 112 of the Complaint.

113. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 113 of the Complaint. NNA further denies the allegations in Paragraph 113 of the Complaint.

114. The allegations in Paragraph 114 are legal conclusions to which no response is required. To the extent a response is required, NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 114 of the Complaint, and therefore denies the same. NNA denies that certification of the class as stated in this paragraph would be appropriate.

115. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 115 of the Complaint. The allegations in Paragraph 115 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 115 of the Complaint.

116. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 116 of the Complaint. Some of the statements in Paragraph 116 of the Complaint are legal conclusions to which no response is required. NNA denies the remaining allegations in Paragraph 116 of the Complaint.

117. The allegations in Paragraph 117 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 117 of the Complaint.

118. NNA admits the allegations in Paragraph 118.

119. Paragraph 119 does not contain any factual allegations and does not require a response. To the extent this Paragraph requires a response, NNA denies the allegations of Paragraph 119, including that Plaintiffs are entitled to any damages.

#### **COUNT IV**

120. Paragraph 120 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

121. Paragraph 121 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiffs purport to bring this cause of action on behalf of all Plaintiffs and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

122. The allegations in Paragraph 122 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 122 of the Complaint.

123. The allegations in Paragraph 123 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 123 of the Complaint.

124. NNA admits that it provided a New Vehicle Limited Warranty for 2013-2018 Nissan Altimas and that the terms of such Warranty speaks for itself. Nissan admits that it offers additional warranties under other circumstances and that the terms of such warranties speak for themselves.

125. NNA denies the allegations in Paragraph 125 of the Complaint.

126. The allegations in Paragraph 126 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 126 of the Complaint.

127. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 1 of the Complaint. The allegations in Paragraph 127 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 127 of the Complaint.

128. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 128 of the Complaint. NNA further denies the allegations in Paragraph 128 of the Complaint.

129. NNA admits that Plaintiffs sent letters on May 20, 2019 and November 13, 2019 and filed this lawsuit. NNA denies any allegations in Paragraph 129 that are inconsistent with this response.

130. NNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 130 of the Complaint, and therefore denies the same. Answering further, NNA denies that it engaged in any wrongful conduct.

131. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 131 of the Complaint. The allegations in Paragraph 131 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 131 of the Complaint.

132. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 132 of the Complaint. The allegations in Paragraph 132 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 132 of the Complaint.

## COUNT V

133. Paragraph 133 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

134. Paragraph 134 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiffs purport to bring this cause of action on behalf of all Plaintiffs and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

135. The allegations in Paragraph 135 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 135 of the Complaint.

136. The allegations in Paragraph 136 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 136 of the Complaint.

137. The allegations in Paragraph 137 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 137 of the Complaint.

138. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 138 of the Complaint. The allegations in Paragraph 138 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 138 of the Complaint.

139. NNA admits that Plaintiffs sent letters on May 20, 2019 and November 13, 2019 and filed this lawsuit. NNA denies any allegations in Paragraph 139 that are inconsistent with this response.

140. The allegations in Paragraph 140 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph 140 of the Complaint. NNA denies that certification of the classes referenced in this paragraph would be appropriate.

141. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 141 of the Complaint. The allegations in Paragraph 141 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 141 of the Complaint.

142. NNA denies the allegations in Paragraph 142 of the Complaint, including that Plaintiffs are entitled to any relief.

#### **COUNT VI**

143. Paragraph 143 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its response to those allegations.

144. Paragraph 144 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiff Gonzalez purports to bring this cause of action on behalf of himself and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

145. The allegations in Paragraph 145 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 145 of the Complaint.

146. The allegations in Paragraph 146 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 146 of the Complaint.

147. The allegations in Paragraph 147 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 147 of the Complaint.

148. The allegations in Paragraph 148 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 148 of the Complaint

149. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 149 of the Complaint. NNA further denies the allegations in Paragraph 149 of the Complaint.

150. The allegations in Paragraph 150 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 150 of the Complaint.

151. The allegations in Paragraph 151 of the Complaint are legal conclusions to which no response is required. To the extent a response is required, NNA denies the allegations in Paragraph 151 of the Complaint. NNA denies that certification of the classes referenced in this paragraph would be appropriate.

152. The allegations in Paragraph 152 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 152 of the Complaint.

153. The allegations in Paragraph 153 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 153 of the Complaint, including that Plaintiffs are entitled to any relief.

### **COUNT VII**

154. Paragraph 154 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

155. Paragraph 155 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiff Gonzalez purports to bring this cause of action on behalf of himself and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

156. The allegations in Paragraph 156 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 156 of the Complaint.

157. The allegations in Paragraph 157 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 157 of the Complaint.

158. The allegations in Paragraph 158 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 158 of the Complaint.

159. The allegations in Paragraph 159 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 159 of the Complaint.

160. The allegations in Paragraph 160 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 160 of the Complaint.

161. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 1 of the Complaint. The allegations in Paragraph 161 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 161 of the Complaint.

162. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 162 of the Complaint. The allegations in Paragraph 162 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 162 of the Complaint

163. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 163 of the Complaint. The allegations in Paragraph 163 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 163 of the Complaint

164. The allegations in Paragraph 164 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 164 of the Complaint.

165. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 165 of the Complaint. The allegations in Paragraph 165 of the Complaint are legal conclusions to which



no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 165 of the Complaint.

166. NNA denies the allegations in Paragraph 166 of the Complaint.

167. NNA denies the allegations in Paragraph 167 of the Complaint, including that Plaintiffs are entitled to any relief.

### **COUNT VIII**

168. Paragraph 168 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

169. Paragraph 169 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiff Suarez purports to bring this cause of action on behalf of himself and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

170. The allegations in Paragraph 170 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 170 of the Complaint.

171. The allegations in Paragraph 171 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 171 of the Complaint.

172. The allegations in Paragraph 172 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 172 of the Complaint.

173. NNA denies the allegations in Paragraph 173 of the Complaint.

174. NNA denies the allegations in Paragraph 174 of the Complaint including subparts (a)-(d).

175. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 175 of the Complaint. The allegations in Paragraph 175 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 175 of the Complaint

176. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 176 of the Complaint. The allegations in Paragraph 176 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 176 of the Complaint.

177. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 177 of the Complaint. NNA further denies the allegations in Paragraph 177 of the Complaint.

178. NNA denies the allegations in Paragraph 178 of the Complaint.

179. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 179 of the Complaint. NNA further denies the allegations in Paragraph 179 of the Complaint.

180. NNA denies the allegations in Paragraph 180 of the Complaint, including that Plaintiffs are entitled to any relief.

181. NNA denies that Plaintiff Suarez is entitled to any injunctive relief as alleged in Paragraph 181 of the Complaint.

### **COUNT IX**

182. Paragraph 182 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

183. Paragraph 183 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiff Byrd purports to bring this cause of action on behalf of himself and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

184. The allegations in Paragraph 184 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 184 of the Complaint.

185. The allegations in Paragraph 185 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 185 of the Complaint.

186. The allegations in Paragraph 186 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 186 of the Complaint.

187. The allegations in Paragraph 187 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 187 of the Complaint.

188. The allegations in Paragraph 188 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 188 of the Complaint.

189. NNA denies the allegations in Paragraph 189 of the Complaint.

190. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 190 of the Complaint. The allegations in Paragraph 190 of the Complaint are legal conclusions to which

no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 190 of the Complaint.

191. The allegations in Paragraph 191 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 191 of the Complaint.

192. The allegations in Paragraph 192 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 192 of the Complaint.

193. The allegations in Paragraph 193 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 193 of the Complaint.

194. NNA denies the allegations in Paragraph 194 of the Complaint.

195. NNA denies the allegations in Paragraph 195 of the Complaint.

196. Some of the statements in Paragraph 196 of the Complaint are legal conclusions to which no response is required. NNA denies the remaining allegations in Paragraph 196 of the Complaint.

### **COUNT X**

197. Paragraph 197 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

198. Paragraph 198 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiffs purport to bring

this cause of action on behalf of all Plaintiffs and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

199. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 199 of the Complaint. Some of the statements in Paragraph 199 of the Complaint are legal conclusions to which no response is required. NNA denies the remaining allegations in Paragraph 199 of the Complaint.

200. NNA denies the allegations in Paragraph 200 of the Complaint.

201. The allegations in Paragraph 201 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 201 of the Complaint.

202. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 202 of the Complaint. The allegations in Paragraph 202 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 202 of the Complaint.

203. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 203 of the Complaint. The allegations in Paragraph 203 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 203 of the Complaint.

204. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 204 of the Complaint. NNA further denies the allegations in Paragraph 204 of the Complaint, including that Plaintiffs are entitled to punitive damages or any other relief.

## **COUNT XI**

205. Paragraph 205 does not contain any factual allegations and does not require a response. To the extent this Paragraph purports to incorporate allegations from other portions of the Complaint, NNA incorporates its responses to those allegations.

206. Paragraph 206 does not contain any factual allegations and does not require a response. To the extent that a response is required, NNA admits that Plaintiffs purport to bring this cause of action on behalf of all Plaintiffs and the classes referenced in this paragraph, but denies that certification of the classes referenced in this paragraph would be appropriate.

207. Paragraph 207 does not contain any factual allegations and does not require a response.

208. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 1 of the Complaint. NNA further denies the allegations in Paragraph 208 of the Complaint.

209. NNA denies that Nissan Altimas contain the defect as alleged in Paragraph 1 of the Complaint. NNA further denies the allegations in Paragraph 209 of the Complaint.

210. NNA denies the allegations in Paragraph 210 of the Complaint.

211. The allegations in Paragraph 211 of the Complaint are legal conclusions to which no response is required. To the extent that a response is required, NNA denies the allegations in Paragraph 211 of the Complaint, including that Plaintiffs are entitled to any relief.

## **PRAYER FOR RELIEF**

NNA denies that Plaintiffs are entitled to any of the relief contained in the “WHEREFORE” Paragraph, including subparts A-G, on page 48 of the Complaint.

## **DEFENSES**

As separate and additional defenses to the Complaint and the purported causes of action therein, but without assuming the burden of proof with regard to these defenses, NNA alleges as follows:

### **FIRST DEFENSE**

The Complaint fails to state a claim upon which relief can be granted under the statute of any state, the laws of the United States, or any common law legal or equitable theory.

### **SECOND DEFENSE**

Plaintiffs seek to impose overwhelming and disproportionate liability in violation of NNA's substantive and procedural due process rights conferred in the Constitution of the United States and the Constitutions of the States of California, Florida, and Ohio, and by the substantive and procedural due process rights conferred in any other Constitutions the Court may deem applicable.

### **THIRD DEFENSE**

The aggregate or mass litigation of putative damages necessarily violates the Due Process clause of the Constitution of the United States and the Constitutions of the States of California, Florida, and Ohio.

### **FOURTH DEFENSE**

Plaintiffs and certain members of the putative class have failed to act reasonably to mitigate or minimize any loss or harm and could have avoided such harm by making reasonable efforts or expenditures.

**FIFTH DEFENSE**

Plaintiffs' representational claims and those of the putative class are barred because the representations or omissions alleged in the Complaint were not false, untrue, or misleading.

**SIXTH DEFENSE**

Plaintiffs and the putative class members did not reasonably rely on any representation by NNA and such representations did not become part of the bargain.

**SEVENTH DEFENSE**

The claims of at least some putative class members are barred by the applicable statute of limitations.

**EIGHTH DEFENSE**

Plaintiffs' and the putative class members' warranty claims are barred or limited by valid disclaimers or limitations.

**NINTH DEFENSE**

Certain putative class members' claims are barred because they are moot.

**TENTH DEFENSE**

Plaintiffs' and certain putative class members' warranty claims are barred by lack of privity.

**ELEVENTH DEFENSE**

Plaintiffs' and certain putative class members' warranty claims are barred by failure to provide statutory notice pursuant to the Uniform Commercial Code.

**TWELFTH DEFENSE**

The claims of at least some members of the putative class are barred, in whole or in part, by lack of constitutional or statutory standing.



### **THIRTEENTH DEFENSE**

The claims of at least some members of the putative class are barred, in whole or in part, by the doctrines of release and/or accord and satisfaction.

### **FOURTEENTH DEFENSE**

To the extent the conduct alleged in the Complaint falls under the authority and/or scope of an administrative agency or another agency that regulates NNA's actions, the claims of Plaintiffs and the alleged class members are barred under the doctrines of exclusive or primary jurisdiction and by the failure to exhaust administrative remedies.

### **FIFTEENTH DEFENSE**

Plaintiffs' claims on behalf of the putative classes are barred because this case is not maintainable as a class action under Federal Rule of Civil Procedure 23. The proposed classes does not satisfy the requirements of Rule 23, including but not limited to the requirements of adequate class definition, ascertainability, commonality, typicality, predominance, adequacy of representation, superiority, or manageability.

### **SIXTEENTH DEFENSE**

The damages, if any, of at least some putative class members have been caused by modification of the vehicles or its components or other factors beyond the control of NNA.

### **SEVENTEENTH DEFENSE**

To the extent Plaintiffs and the putative class members seek to recover under tort theories, such claims are barred by the economic loss doctrine.

### **EIGHTEENTH DEFENSE**

Plaintiffs' claims for equitable relief are barred because Plaintiffs plead an adequate remedy at law.

### **NINETEENTH DEFENSE**

Plaintiffs are not entitled to punitive damages from NNA because the conduct alleged in the Complaint was not intentional, fraudulent, malicious, or reckless, and Plaintiff therefore will not be able to show the alleged conduct was intentional, fraudulent, malicious, or reckless by clear and convincing evidence. With respect to Plaintiff's demand for punitive damages, NNA specifically incorporates by reference any and all standards or limitations regarding the determination and enforceability of punitive damages awards that arose in the decisions of *Hodges v. S.C. Toof & Co.*, 833 S.W.2d 896 (Tenn. 1992), *BMW of North America v. Gore*, 116 U.S. 1589 (1996), *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001), *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408 (2003), and their progeny.

### **TWENTIETH DEFENSE**

The assessment of punitive damages against NNA under the circumstances of this case would violate NNA's rights under the Constitutions of the United States and Tennessee to due process and equal protection of the laws.

### **TWENTY-FIRST DEFENSE**

The assessment of punitive damages in this case would violate the Due Process Clause of the Fifth and/or Fourteenth Amendment to the United States Constitution because the standards for determining the amount of the award are unduly vague, subjective, and permit retroactive, random, arbitrary and capricious punishment that serves no legitimate interest.

## **TWENTY-SECOND DEFENSE**

The assessment of punitive damages in this case in the absence of a showing of malicious intent to cause harm to Plaintiff would violate the Due Process Clause of the Fifth and/or Fourteenth Amendment to the United States Constitution.

## **RESERVATION OF DEFENSES**

NNA reserves the right to amend its answer at any later date to assert such additional defenses, cross-claims or third-party complaints as may be appropriate when further information is obtained through investigation and formal discovery.

## **DEMAND FOR JURY TRIAL**

NNA hereby demands a trial by jury as to any issues of contested fact.

WHEREFORE, having fully answered, NNA prays that the claims in Plaintiffs' Consolidated Class Action Complaint be dismissed with prejudice; that NNA recover its costs; and that NNA be awarded any and all necessary and proper relief to which the Court deems it entitled.

Respectfully submitted,

BAKER, DONELSON, BEARMAN, CALDWELL  
& BERKOWITZ, P.C.

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*Attorneys for Defendant Nissan North America, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on July 15, 2021, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record via transmission of Notice of Electronic Filing generated by CM/ECF.

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*s/ Brigid M. Carpenter*  
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