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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
██████████ COUNTY, ILLINOIS

██████████ and,  
██████████

Plaintiffs,

v.

██████████,

Defendant.

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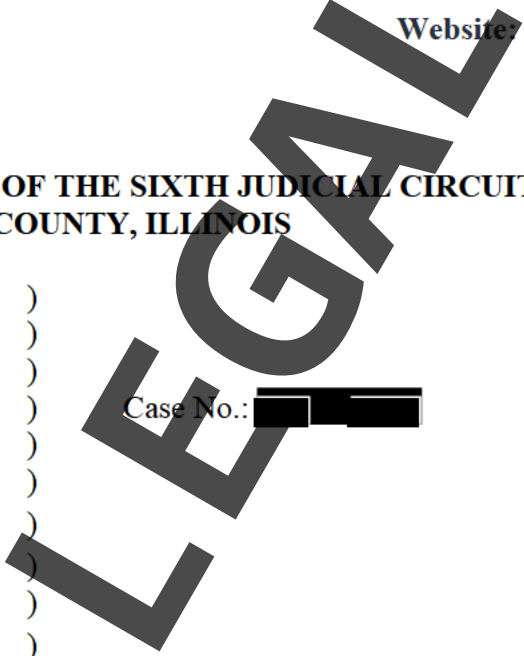
Case No.: ██████████

NOTICE OF FILING

To: ██████████  
Attorneys for Plaintiffs

PLEASE TAKE NOTICE THAT on the ████████ day of ██████████ we sent for filing with the Clerk of the Circuit Court of ██████████ County, Illinois, **Defendant, ██████████'s, Answer and Affirmative Defenses to Plaintiffs' Complaint**, a copy of which we attach hereto and serve upon you herewith.

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## PROOF OF SERVICE

The undersigned certifies, under penalties as provided by law pursuant to 735 ILCS 5/1-109, that s/he served this notice by mailing a copy to the above-listed attorney at the address indicated by depositing a copy of same in the U.S. Mail at [REDACTED] at [REDACTED] on [REDACTED], with proper postage prepaid and that this statement as set forth is true and correct.

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**NORA.LEGAL**

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
[REDACTED] COUNTY, ILLINOIS

[REDACTED] and, )  
[REDACTED] )  
Plaintiffs, )  
v. )  
[REDACTED], )  
Defendant. )

Case No.: [REDACTED]

[REDACTED] ANSWER AND  
AFFIRMATIVE DEFENSES TO PLAINTIFFS' COMPLAINT

NOW COMES, Defendant, [REDACTED], by and through its attorneys, [REDACTED],  
and for its Answer to Plaintiffs' Complaint, states as follows:

PARTIES

1. Plaintiffs, [REDACTED] and [REDACTED] ("Plaintiffs"), are individuals who were at  
all times relevant hereto residing in the State of Illinois, County of [REDACTED].

ANSWER: Defendant is without sufficient knowledge or information regarding the allegation  
in paragraph 1 of Plaintiffs' Complaint, and neither admits nor denies the same,  
but demands strict proof as to the veracity thereof.

2. Defendant, [REDACTED] ("Manufacturer"), is a foreign corporation authorized to  
do business in the State of Illinois, County of [REDACTED] and is engaged in the [REDACTED]  
[REDACTED]. Manufacturer is also in the business  
of [REDACTED],  
including [REDACTED] ("Seller"). Manufacturer does business in all counties of the State of Illinois  
including [REDACTED] County.

**ANSWER:** Defendant admits the allegations contained in paragraph 2 of Plaintiffs' Complaint, except that it denies that it is [REDACTED] and further denies [REDACTED].

## BACKGROUND

3. On or about [REDACTED], Plaintiffs purchased from Seller [REDACTED], manufactured by Manufacturer, [REDACTED], for valuable consideration (See copy of Plaintiffs' [REDACTED], attached hereto as Exhibit "A").

**ANSWER:** Defendant is without sufficient knowledge or information regarding the allegation in paragraph 3 of Plaintiffs' Complaint, and neither admits nor denies the same, but demands strict proof as to the veracity thereof.

4. The purchase price of the [REDACTED] totaled \$ [REDACTED].

**ANSWER:** Defendant is without sufficient knowledge or information regarding the allegation in paragraph 4 of Plaintiffs' Complaint, and neither admits nor denies the same, but demands strict proof as to the veracity thereof.

5. Plaintiffs aver that as a result of the [REDACTED] made by Manufacturer, through its authorized dealership network, [REDACTED] was not fit for its ordinary purpose of [REDACTED].

**ANSWER:** Defendant denies the allegations contained in paragraph 5 of Plaintiffs' Complaint.

6. In consideration for the purchase of [REDACTED], Manufacturer issued and supplied to Plaintiffs its written warranty which included [REDACTED] year or [REDACTED] mile bumper to bumper coverage, [REDACTED] year or [REDACTED] mile powertrain coverage as well as other standard warranties outlined in Manufacturer's Warranty booklet.

**ANSWER:** Defendant denies the allegations contained in paragraph 6 of Plaintiffs' Complaint.

7. On or about [REDACTED], Plaintiffs took possession of [REDACTED] and shortly thereafter experienced the defect listed below.

**ANSWER:** Defendant denies that there were any defects in said vehicle and further denies any and all allegations contained in paragraph 7 of Plaintiffs' Complaint.

8. The defect described below violates Manufacturer's warranty issued to Plaintiffs as well as the implied warranty of merchantability.

**ANSWER:** Defendant denies the allegations contained in paragraph 8 of Plaintiffs' Complaint and that it gave an implied warranty of merchantability.

9. Plaintiffs delivered [REDACTED] to Manufacturer, through its authorized dealership network, on numerous occasions.

**ANSWER:** Defendant denies the allegations contained in paragraph 9 of Plaintiffs' Complaint.

10. Plaintiffs aver that [REDACTED] has been subject to repair on multiple occasions for the same defect and that the defect remains uncorrected.

**ANSWER:** Defendant denies the allegations contained in paragraph 10 of Plaintiffs' Complaint.

11. Plaintiffs brought [REDACTED] to Seller, and/or an authorized service dealer of Manufacturer, for the following defect that includes but is not limited to:

- a. Defective [REDACTED] as evidenced by [REDACTED]; and
- b. Any additional defects, whether or not they are contained on any dealer repair orders.

**ANSWER:** Defendant denies any and all allegations contained in paragraph 11 of Plaintiffs Complaint, including subparagraphs (a) through (b), except that Defendant admits that Plaintiffs brought said vehicle in to an authorized service dealer for warranty repairs or service.

12. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair [REDACTED].

**ANSWER:** Defendant denies the allegations contained in paragraph 12 of Plaintiffs' Complaint.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defect in Plaintiffs' [REDACTED], Manufacturer was unable and/or failed to repair the defect as provided in Manufacturer's warranty thus causing Manufacturer's limited remedy to repair [REDACTED] to fail its essential purpose.

**ANSWER:** Defendant denies the allegations contained in paragraph 13 of Plaintiffs' Complaint, denies that Plaintiffs have properly stated the applicable legal standard, and/or that it limited any remedies in this case.

14. Plaintiffs justifiably lost confidence in [REDACTED] safety and/or reliability.

**ANSWER:** Defendant denies the allegations contained in paragraph 14 of Plaintiffs' Complaint.

15. Said defect could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of [REDACTED].

**ANSWER:** Defendant denies the allegations contained in paragraph 15 of Plaintiffs' Complaint.

16. As a result of the defect, Plaintiffs provided written notice to Manufacturer.

**ANSWER:** Defendant denies the allegations contained in paragraph 16 of Plaintiffs' Complaint.

17. [REDACTED] remains in a defective and un-merchantable condition and continues to exhibit the above-mentioned defect.

**ANSWER:** Defendant denies the allegations contained in paragraph 17 of Plaintiffs' Complaint.

18. Plaintiffs have been and will continue to be financially damaged by Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiffs with a merchantable [REDACTED].

**ANSWER:** Defendant denies the allegations contained in paragraph 18 of Plaintiffs' Complaint.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

19. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

**ANSWER:** Defendant reincorporates its previous Answers as though fully set forth herein.

20. Plaintiffs are purchasers of a consumer product who received [REDACTED] during the duration of a written warranty period applicable to [REDACTED] and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

**ANSWER:** Defendant is incapable of answering to the extent that it asks Defendant to define out of context any particular word in its written warranty, precluding an appropriate response by Defendant. Further answering, Defendant lacks sufficient knowledge to answer these allegations, and, therefore, neither admits nor denies the allegations contained in paragraph 20 of Count I of Plaintiffs' Complaint, but demands strict proof thereof.

21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

**ANSWER:** Defendant denies the allegations contained in paragraph 21 of Count I of Plaintiffs' Complaint and states that it lacks sufficient knowledge at this time as to whether Plaintiffs are "consumers." Further answering, Defendant does not make any product directly available to Plaintiffs or any other consumer.

22. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that [REDACTED] was manufactured, sold and purchased after [REDACTED], and costs in excess of ten dollars (\$10.00).

**ANSWER:** Defendant denies the allegations contained in paragraph 22 of Count I of Plaintiffs' Complaint.

23. Plaintiffs' purchase of [REDACTED] was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of [REDACTED] to repair or replace defective parts or take other remedial action free of charge to Plaintiffs with respect to [REDACTED] in the event that [REDACTED] failed to meet the specifications set forth in Manufacturer's warranty.

**ANSWER:** Defendant denies the allegations contained in paragraph 23 of Count I of Plaintiffs' Complaint.

24. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiffs and Manufacturer for the sale of [REDACTED] to Plaintiffs.

**ANSWER:** Defendant denies the allegations contained in paragraph 24 of Count I of Plaintiffs' Complaint.

25. Said purchase of Plaintiffs' [REDACTED] was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

**ANSWER:** Defendant denies the allegations contained in paragraph 25 of Count I of Plaintiffs' Complaint.

26. Plaintiffs have met all of their obligations and preconditions as provided in Manufacturer's written warranty.

**ANSWER:** Defendant denies the allegations contained in paragraph 26 of Count I of Plaintiffs' Complaint.

27. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages and in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

**ANSWER:** Defendant denies the allegations contained in paragraph 27 of Count I of Plaintiffs' Complaint. Defendant further denies that Plaintiffs are entitled to damages or any monies whatsoever.



28. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

**ANSWER:** Defendant denies the allegations contained in paragraph 28 of Count I of Plaintiffs' Complaint.

**WHEREFORE,** Defendant, [REDACTED], denies that Plaintiffs are entitled to judgment in their favor, or any money whatsoever and further requests that this Honorable Court enter an order dismissing Plaintiffs' Complaint. Furthermore, Defendant demands trial by jury.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

29. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

**ANSWER:** Defendant reincorporates its previous Answers as though fully set forth herein.

30. [REDACTED] purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiffs.

**ANSWER:** Defendant denies the allegations contained in paragraph 30 of Count II of Plaintiffs' Complaint.

31. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

**ANSWER:** Defendant denies the allegations contained in paragraph 31 of Count II of Plaintiffs' Complaint.

32. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a

contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

**ANSWER:** Defendant denies the allegations contained in paragraph 32 of Count II of Plaintiffs' Complaint.

33. Pursuant to 15 U.S.C. §2308, Plaintiffs' [REDACTED] was impliedly warranted to be fit for the ordinary purpose for which [REDACTED] was intended.

**ANSWER:** Defendant denies the allegations contained in paragraph 33 of Count II of Plaintiffs' Complaint.

34. [REDACTED] was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of [REDACTED] contained in the contracts and labels.

**ANSWER:** Defendant denies the allegations contained in paragraph 34 of Count II of Plaintiffs' Complaint.

35. The above described defect in [REDACTED] renders [REDACTED] un-merchantable and thereby not fit for the ordinary purpose for which [REDACTED] was intended and as represented by Manufacturer.

**ANSWER:** Defendant denies the allegations contained in paragraph 35 of Count II of Plaintiffs' Complaint.

36. As a result of the breach of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of [REDACTED].

**ANSWER:** Defendant denies the allegations contained in paragraph 36 of Count II of Plaintiffs' Complaint.

37. As a result of the breach of implied warranty by Manufacturer, Plaintiffs have suffered and continues to suffer various damages.

**ANSWER:** Defendant denies the allegations contained in paragraph 37 of Count II of Plaintiffs' Complaint.

WHEREFORE, Defendant, [REDACTED], denies that Plaintiffs are entitled to judgment in their favor, or any money whatsoever, and further requests that this Honorable Court enter an order dismissing Plaintiffs' Complaint. Furthermore, Defendant demands trial by jury.

## AFFIRMATIVE DEFENSES

NOW COMES, Defendant, [REDACTED], by and through its attorneys, [REDACTED], and states its Affirmative Defenses to Plaintiffs' Complaint as follows:

1. Plaintiffs fail to state a claim upon which relief can be granted that Defendant's alleged failure to repair the vehicle in question within a "reasonable number of attempts" or "reasonable amount of time" is not the standard for breach of a written repair warranty under the Magnuson Moss Warranty Act.
2. Defendant is not subject to any implied warranties, including, but not limited to, the implied warranty of merchantability, since it is not in privity with Plaintiffs.
3. Plaintiffs have suffered no damages under the Magnuson-Moss Warranty Act.
4. Any other Affirmative Defenses supported by the facts and evidence.

Respectfully submitted,

[REDACTED]

By: \_\_\_\_\_  
Attorneys for Defendant

[REDACTED]

[REDACTED]

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**NORA.LEGAL**

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
██████████ COUNTY, ILLINOIS

██████████ and, )  
██████████ )  
Plaintiffs, )  
v. )  
██████████, )  
Defendant. )

Case No.: ██████████

AFFIDAVIT OF INSUFFICIENT KNOWLEDGE

I, ██████████, under penalties as provided by law pursuant to 735 ILCS 5/1-109, being first duly sworn on oath, depose and state that I am a member of the firm of ██████████, attorneys for Defendant, ██████████, herein, and further, that I have read the foregoing Defendant's Answer to Plaintiffs' Complaint at Law and the statements therein, including those regarding insufficient knowledge, and that said statements are true and correct to the best of my knowledge and belief.

\_\_\_\_\_

██████████  
Attorneys for Defendant

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