

**IN THE CIRCUIT COURT OF MARYLAND
FOR BALTIMORE CITY**

, et al. *

Plaintiffs, *

v. * **Case No.:**

, et al., *

Defendants. *

* * * * *

FORD MOTOR COMPANY'S ANSWER TO COMPLAINT

Defendant Ford Motor Company ("Ford"), by its undersigned counsel, hereby answers the Complaint and sets forth its defenses, pursuant to Maryland Rules of Civil Procedure, as follows:

1. Pursuant to Rule 2-323(d), Ford generally denies liability for all allegations contained in the Complaint.

ADDITIONAL DEFENSES

1. Ford did not commit the wrongs alleged in the Complaint and is not responsible for the damages sought in the Complaint.

2. Defendant _____ was not at the time of the occurrence and is not today an employee of Ford Motor Company.

3. Plaintiff(s) may lack the capacity to bring this action for the injuries alleged in the Complaint.

4. The Complaint, or part thereof, fails to state any claim upon which relief can be granted against Ford and should be dismissed pursuant to Rule 2-322(b)(2).

5. The claims asserted in the Complaint may be barred, in whole or in part, by failure to join indispensable parties pursuant to Rule 2-211 and should be dismissed pursuant to Rule 2-322(b)(3).

6. The claims asserted in the Complaint may be barred, in whole or in part, by the applicable statute(s) of limitations and/or statute(s) of repose.

7. The claims asserted in the Complaint may be barred, in whole or in part, by estoppel.

8. The claims asserted in the Complaint may be barred, in whole or in part, by waiver.

9. The claims asserted in the Complaint may be barred, in whole or in part, by res judicata (claim preclusion).

10. The claims asserted in the Complaint may be barred, in whole or in part, by collateral estoppel (issue preclusion).

11. The claims asserted in the Complaint may be barred, in whole or in part, because of prior adjudication of some or all claims asserted herein.

12. The claims asserted in the Complaint may be barred, in whole or in part, by a prior arbitration decision and/or award.

13. The claims asserted in the Complaint may be barred, in whole or in part, by a release as to those claims.

14. The claims asserted in the Complaint may be barred, in whole or in part, by payment.

15. The claims asserted in the Complaint may be barred, in whole or in part, by an accord and satisfaction.

16. The claims asserted in the Complaint may be barred, in whole or in part, by spoliation of evidence.

17. The claims asserted in the Complaint may be barred, in whole or in part, by assumption of the risk by the Plaintiff(s).

18. The claims asserted in the Complaint may be barred, in whole or in part, by the contributory and/or comparative negligence of the Plaintiff(s).

19. The claims asserted in the Complaint may be barred, in whole or in part, by the preemptive effect of federal law.

20. Any injury, loss, or damages that may have been sustained were the result of an independent, intervening agency or instrumentality over which Ford had no control or right of control.

21. Any injury, loss, or damages that may have been sustained were directly and proximately caused by the superseding, intervening acts and omissions of a third party or third parties for which Ford is neither responsible nor liable.

22. Any conduct allegedly giving rise to liability on the part of Ford is not a substantial cause or factor of the subject incident, or any potential or actual injury or damage, if any.

23. Any conduct allegedly giving rise to liability on the part of Ford may have occurred while Ford's employee was acting outside the course and/or scope of employment.

24. The Plaintiff(s) may have failed to mitigate their damages.

25. Ford is entitled to set-off, contribution, and/or indemnity should any damages be awarded against it, in the amount of damages or settlement amounts recovered by the Plaintiff(s) or with respect to the same alleged injuries. Ford is also entitled to have any damages that may