

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

BETTY HARKEY, GLEN GRAYSON, and :
DOREEN MAZZANTI, individually and on :
behalf of themselves and all others similarly :
situated, : CASE NO. 3:13-cv-01799 (WWE)

Plaintiffs, :

v. :

GENERAL ELECTRIC COMPANY, :

Defendant. : JUNE 4, 2015

DEFENDANT'S ANSWER AND AFFIRMATIVE AND SPECIAL DEFENSES

Defendant General Electric Company (“GE”) hereby answers the Third Amended Class Action Complaint (“Third Amended Complaint”) filed on May 21, 2015 by plaintiffs Glen Grayson and Doreen Mazzanti (“Plaintiffs”) as follows:

NATURE OF THIS ACTION

1. GE admits that it is a large, diversified company that sells a variety of products, including home appliances. GE denies the remaining allegations contained in paragraph 1 of Plaintiffs' Third Amended Complaint, as stated, for vagueness.

2. GE admits that it participated in the marketing of GE-branded microwave ovens and sale of GE-branded microwave ovens (but did not typically sell such ovens directly to consumers). GE denies the remaining allegations contained in paragraph 2 of Plaintiffs' Third Amended Complaint.

3. GE denies the allegations contained in paragraph 3 of Plaintiffs' Third Amended Complaint.

THE PARTIES

4. GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of Plaintiffs' Third Amended Complaint and therefore denies them.

5. GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of Plaintiffs' Third Amended Complaint and therefore denies them.

6. GE admits the allegations contained in paragraph 6 of Plaintiffs' Third Amended Complaint.

JURISDICTION AND VENUE

7. GE admits that this Court has jurisdiction over this matter.

8. GE admits that venue is proper in this District.

CLASS ACTION ALLEGATIONS

9. GE denies that Plaintiffs may properly pursue the claims asserted on behalf of the proposed class described in paragraph 9 of Plaintiffs' Third Amended Complaint, or that such a class brought by any purported class representative is proper for class certification.

10. GE denies that Plaintiff Grayson may properly pursue the claims asserted on behalf of the proposed subclass described in paragraph 10 of Plaintiffs' Third Amended Complaint, or that such a subclass brought by any purported class representative is proper for class certification.

11. GE denies that Plaintiff Mazzanti may properly pursue the claims asserted on behalf of the proposed subclass described in paragraph 11 of Plaintiffs' Third Amended

Complaint, or that such a subclass brought by any purported class representative is proper for class certification.

12. GE avers that the allegations in Paragraph 12 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies that Plaintiffs may properly pursue the claims asserted on behalf of the proposed class and subclasses described in paragraphs 9-11 of Plaintiffs' Third Amended Complaint, or that such a class or subclass brought by any purported class representative is proper for certification. GE denies the remaining allegations contained in paragraph 12 of Plaintiffs' Third Amended Complaint.

13. GE avers that the allegations in Paragraph 13 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies that Plaintiffs may properly pursue the claims asserted on behalf of the proposed class and subclasses described in paragraphs 9-11 of Plaintiffs' Third Amended Complaint, or that such a class or subclass brought by any purported class representative is proper for certification. GE denies the remaining allegations contained in paragraph 13 of Plaintiffs' Third Amended Complaint, including subparagraphs (a) through (m).

14. GE avers that the allegations in Paragraph 14 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies that Plaintiffs may properly pursue the claims asserted on behalf of the proposed class and subclasses described in paragraphs 9-11 of Plaintiffs' Third Amended Complaint, or that such a class or subclass brought by any purported class representative is proper for certification. GE denies the remaining allegations contained in paragraph 14 of Plaintiffs' Third Amended Complaint.

15. GE avers that the allegations in Paragraph 15 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies that Plaintiffs

may properly pursue the claims asserted on behalf of the proposed class and subclasses described in paragraphs 9-11 of Plaintiffs' Third Amended Complaint, or that such a class or subclass brought by any purported class representative is proper for certification. GE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 15 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

16. GE avers that the allegations in Paragraph 16 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies that Plaintiffs may properly pursue the claims asserted on behalf of the proposed class and subclasses described in paragraphs 9-11 of Plaintiffs' Third Amended Complaint, or that such a class or subclass brought by any purported class representative is proper for certification. GE denies the remaining allegations contained in paragraph 16 of Plaintiffs' Third Amended Complaint.

17. GE denies that Plaintiffs may properly pursue the claims asserted on behalf of the proposed class and subclasses described in paragraphs 9-11 of Plaintiffs' Third Amended Complaint, or that such a class or subclass brought by any purported class representative is proper for certification. GE lacks knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 17 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

18. GE avers that the allegations in Paragraph 18 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies that Plaintiffs may properly pursue the claims asserted on behalf of the proposed class and subclasses described in paragraphs 9-11 of Plaintiffs' Third Amended Complaint, or that such a class or subclass brought by any purported class representative is proper for certification. GE denies the remaining allegations contained in paragraph 18 of Plaintiffs' Third Amended Complaint.

FACTUAL BACKGROUND

19. GE admits that microwave ovens bearing model numbers JEB1095, ZMC1090, and ZMC1095 were sold as GE-branded microwave ovens. GE denies any remaining allegations contained in paragraph 19 of Plaintiffs' Third Amended Complaint.

20. GE admits that the JEB1095, ZMC1090, and ZMC1095 microwave ovens have outer doors with a glass surface.

21. GE admits that the JEB1095, ZMC1090, and ZMC1095 microwave ovens each have a door assembly that contains a hinge spring.

22. GE denies the allegation contained in paragraph 22 of Plaintiffs' Third Amended Complaint.

23. GE admits that it provided various express warranties with the JEB1095, ZMC1090, and ZMC1095 microwave ovens at the time they were sold, the terms of which speak for themselves. GE denies that it provided implied warranties, as alleged in paragraph 23 of Plaintiffs' Third Amended Complaint. GE denies any remaining allegations in Paragraph 23 as stated.

24. GE admits that it provided various express warranties with the JEB1095, ZMC1090, and ZMC1095 microwave ovens, the terms of which speak for themselves. GE denies the remaining allegations contained in paragraph 24 of Plaintiffs' Third Amended Complaint.

25. GE denies the allegations contained in paragraph 25 of Plaintiffs' Third Amended Complaint.

26. GE denies the allegations contained in paragraph 26 of Plaintiffs' Third Amended Complaint.

27. GE denies the allegations contained in paragraph 27 of Plaintiffs' Third Amended Complaint.

28. GE denies the allegations contained in paragraph 28 of Plaintiffs' Third Amended Complaint.

FACTS AS TO PLAINTIFF GLEN GRAYSON

29. GE denies the allegation contained in paragraph 29 of Plaintiffs' Third Amended Complaint that GE fraudulently concealed any alleged defect in plaintiff Grayson's microwave oven. GE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 29 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

30. GE admits that Mr. Grayson reported to GE that the glass door of his microwave oven broke. GE also admits that it shipped and installed a replacement door for Mr. Grayson's microwave oven and charged Mr. Grayson for the cost of the door assembly part and the cost of labor for the installation. GE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 30 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

31. GE denies the allegation contained in paragraph 31 of Plaintiffs' Third Amended Complaint that GE fraudulently concealed any alleged defect in plaintiff Grayson's microwave oven. GE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 31 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

32. GE admits that Mr. Grayson reported to GE that the glass door of his microwave oven broke in 2011, GE shipped a replacement door to Mr. Grayson at no charge, and Mr.

Grayson reported that the replacement door arrived broken. GE also admits that one of its Consumer Relations advocates who spoke with Mr. Grayson, Mandy Escott, noted an issue with availability of the replacement part and offered to prorate the cost of a different replacement microwave oven, which Mr. Grayson declined. GE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 32 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

33. GE admits that it was able to locate another replacement door and shipped this other replacement door to Mr. Grayson at no charge. GE also admits that a service technician installed the replacement door. GE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 33 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

FACTS AS TO PLAINTIFF DOREEN MAZZANTI

34. GE denies the allegation contained in paragraph 34 of Plaintiffs' Third Amended Complaint that GE fraudulently concealed any alleged defect in plaintiff Mazzanti's microwave oven. GE admits that it sent Ms. Mazzanti a replacement door at no charge. GE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 34 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

TOLLING AND ESTOPPEL OF STATUTES OF LIMITATION

35. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the remaining allegations contained in paragraph 35 of Plaintiffs' Third Amended Complaint.

36. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the remaining allegations contained in paragraph 36 of Plaintiffs' Third Amended Complaint.

37. GE admits that in September 2002, it received a report from a consumer that the glass of the consumer's ZMC1090 broke. GE lacks knowledge or information sufficient to form a belief as to the truth of the allegation that it received reports from consumers of incidents of glass doors shattering in any JEB1095 or ZMC1095 microwave ovens in September 2002 and, therefore, denies it. GE denies the remaining allegations contained in paragraph 37 of Plaintiffs' Third Amended Complaint.

38. GE admits that it sent out service bulletins in September 2002 to its service technicians pertaining to the JEB1095, ZMC1090, and ZMC1095 microwave ovens, which speak for themselves. GE also admits that the copies of these service bulletins attached as Exhibit 1 to Plaintiffs' Third Amended Complaint appear to be accurate copies. GE also admits that these service bulletins were provided to GE's TAG team (a technical service group that works with GE's service technicians), GE Factory Service technicians, and Customer Care Authorized service technicians in order to aid the technicians in determining the type of repair to be performed or replacement part to be ordered or recommended in response to certain complaints of glass door breakage in the models listed in the service bulletins. GE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 38 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

39. GE admits that a change was made in the manufacturing process to the shape of the spring hinge in the JEB1095, ZMC1090, and ZMC1095 microwave ovens in 2001. GE denies that these GE-branded microwave ovens contain defects as alleged by Plaintiffs.

40. GE admits that it did not issue a recall of the JEB1095, ZMC1090, and ZMC1095 microwave ovens. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the remaining allegations contained in paragraph 40 of Plaintiffs' Third Amended Complaint.

41. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the remaining allegations contained in paragraph 41 of Plaintiffs' Third Amended Complaint.

42. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the remaining allegations contained in paragraph 42 of Plaintiffs' Third Amended Complaint.

43. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the remaining allegations contained in paragraph 43 of Plaintiffs' Third Amended Complaint.

44. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the remaining allegations contained in paragraph 44 of Plaintiffs' Third Amended Complaint.

45. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the remaining allegations contained in paragraph 45 of Plaintiffs' Third Amended Complaint.

COUNT I
(Express Warranty, on Behalf of the Nationwide Class)

46. GE incorporates its answers to each of the preceding paragraphs as though the same were set forth in their entirety herein.

47. GE avers that the allegations in Paragraph 47 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 47 of Plaintiffs' Third Amended Complaint.

48. GE avers that the allegations in Paragraph 48 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 48 of Plaintiffs' Third Amended Complaint.

49. GE avers that the allegations in Paragraph 49 consist of legal conclusions to which no response is required. To the extent a response is required, GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of Plaintiffs' Third Amended Complaint and, therefore, denies same.

50. GE admits that it provided certain express warranties with the JEB1095, ZMC1090, and ZMC1095 microwave ovens, the terms of which speak for themselves. GE denies any remaining allegations in paragraph 50 of Plaintiffs' Third Amended Complaint as stated.

51. GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of Plaintiffs' Third Amended Complaint and, therefore, denies same.

52. GE avers that the allegations in Paragraph 52 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies the allegations contained in paragraph 52 of Plaintiffs' Third Amended Complaint.

53. GE avers that the allegations in Paragraph 53 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies the allegations contained in paragraph 53 of Plaintiffs' Third Amended Complaint.

54. GE avers that the allegations in Paragraph 54 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies the allegations contained in paragraph 54 of Plaintiffs' Third Amended Complaint.

COUNT II
(Implied Warranty of Merchantability, on Behalf of the Nationwide Class)

55. GE incorporates its answers to each of the preceding paragraphs as though the same were set forth in their entirety herein.

56. GE avers that the allegations in Paragraph 56 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 56 of Plaintiffs' Third Amended Complaint.

57. GE avers that the allegations in Paragraph 57 consist of legal conclusions to which no response is required. To the extent a response is required, GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of Plaintiffs' Third Amended Complaint and, therefore, denies same.

58. GE avers that the allegations in Paragraph 58 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies the allegations made in paragraph 58 of Plaintiffs' Third Amended Complaint, as they are stated in an incomplete, hypothetical fashion.

59. GE avers that the allegations in Paragraph 59 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 59 of Plaintiffs' Third Amended Complaint.

60. GE denies the allegations contained in paragraph 60 of Plaintiffs' Third Amended Complaint.

61. GE avers that the allegations in Paragraph 61 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies the allegations contained in paragraph 61 of Plaintiffs' Third Amended Complaint.

62. GE denies the allegations contained in paragraph 62 of Plaintiffs' Third Amended Complaint.

COUNT III
(In the Alternative, Express Warranty, on Behalf of the New York Subclass)

63. GE incorporates its answers to each of the preceding paragraphs as though the same were set forth in their entirety herein.

64. GE denies that Plaintiff Grayson may properly pursue the claims asserted on behalf of the proposed subclass described in paragraph 64 of Plaintiffs' Third Amended Complaint, or that such a subclass brought by any purported class representative is proper for class certification.

65. GE avers that the allegations in Paragraph 65 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 65 of Plaintiffs' Third Amended Complaint.

66. GE avers that the allegations in Paragraph 66 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 66 of Plaintiffs' Third Amended Complaint.

67. GE avers that the allegations in Paragraph 67 consist of legal conclusions to which no response is required. To the extent a response is required, GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of Plaintiffs' Third Amended Complaint and, therefore, denies same.

68. GE admits that it provided certain express warranties with the JEB1095, ZMC1090, and ZMC1095 microwave ovens, the terms of which speak for themselves. GE denies any remaining allegations in paragraph 68 of Plaintiffs' Third Amended Complaint as stated.

69. GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of Plaintiffs' Third Amended Complaint and, therefore, denies same.

70. GE denies the allegations contained in paragraph 70 of Plaintiffs' Third Amended Complaint.

71. GE denies the allegations contained in paragraph 71 of Plaintiffs' Third Amended Complaint.

72. GE denies the allegations contained in paragraph 72 of Plaintiffs' Third Amended Complaint.

COUNT IV
(In the Alternative, Express Warranty, on Behalf of the Ohio Subclass)

73. GE incorporates its answers to each of the preceding paragraphs as though the same were set forth in their entirety herein.

74. GE denies that Plaintiff Mazzanti may properly pursue the claims asserted on behalf of the proposed subclass described in paragraph 74 of Plaintiffs' Third Amended Complaint, or that such a subclass brought by any purported class representative is proper for class certification.

75. GE avers that the allegations in Paragraph 75 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 75 of Plaintiffs' Third Amended Complaint.

76. GE avers that the allegations in Paragraph 76 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 76 of Plaintiffs' Third Amended Complaint.

77. GE avers that the allegations in Paragraph 77 consist of legal conclusions to which no response is required. To the extent a response is required, GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 77 of Plaintiffs' Third Amended Complaint and, therefore, denies same.

78. GE admits that it provided certain express warranties with the JEB1095, ZMC1090, and ZMC1095 microwave ovens, the terms of which speak for themselves. GE denies any remaining allegations in paragraph 78 of Plaintiffs' Third Amended Complaint as stated.

79. GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 79 of Plaintiffs' Third Amended Complaint and, therefore, denies same.

80. GE denies the allegations contained in paragraph 80 of Plaintiffs' Third Amended Complaint.

81. GE avers that the allegations in Paragraph 81 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies the allegations contained in paragraph 81 of Plaintiffs' Third Amended Complaint.

82. GE denies the allegations contained in paragraph 82 of Plaintiffs' Third Amended Complaint.

COUNT V
(Violation of 15 U.S.C. § 2301 *et seq.*:
The Magnuson-Moss Warranty Act, on Behalf of the Nationwide Class)

83. GE incorporates its answers to each of the preceding paragraphs as though the same were set forth in their entirety herein.

84. GE avers that the allegations in Paragraph 84 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 84 of Plaintiffs' Third Amended Complaint.

85. GE avers that the allegations in Paragraph 85 consist of legal conclusions to which no response is required. To the extent a response is required, GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 85 of Plaintiffs' Third Amended Complaint and, therefore, denies same.

86. GE avers that the allegations in Paragraph 86 consist of legal conclusions to which no response is required. To the extent a response is required, GE admits the allegations contained in paragraph 86 of Plaintiffs' Third Amended Complaint.

87. GE admits that it provided various express warranties with the JEB1095, ZMC1090, and ZMC1095 microwave ovens at the time they were sold, the terms of which speak for themselves. GE denies that it provided implied warranties, as alleged in paragraph 87 of Plaintiffs' Third Amended Complaint. GE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 87 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

88. GE denies the allegations contained in paragraph 88 of Plaintiffs' Third Amended Complaint.

89. GE denies the allegations contained in paragraph 89 of Plaintiffs' Third Amended Complaint.

COUNT VI
(Violation of the New York and Ohio Unfair and Deceptive Trade Practices Acts, on Behalf of the New York and Ohio Subclasses)

90. GE incorporates its answers to each of the preceding paragraphs as though the same were set forth in their entirety herein.

91. GE avers that the allegations in Paragraph 91 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies the allegations in Paragraph 91 as an incomplete statement of law.

92. GE avers that the allegations in Paragraph 92 consist of legal conclusions to which no response is required. To the extent a response is required, GE denies the allegations in Paragraph 92 as an incomplete statement of law.

93. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the allegations contained in paragraph 93 of Plaintiffs' Third Amended Complaint.

94. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the allegations contained in paragraph 94 of Plaintiffs' Third Amended Complaint.

95. GE denies that the GE-branded microwave ovens contain defects as alleged by Plaintiffs. GE denies the allegations contained in paragraph 95 of Plaintiffs' Third Amended Complaint.

113. GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 113 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

114. GE denies the allegations contained in paragraph 114 of Plaintiffs' Third Amended Complaint.

115. GE denies the allegations contained in paragraph 115 of Plaintiffs' Third Amended Complaint.

COUNT IX

(In the Alternative, Unjust Enrichment, on Behalf of the New York Subclass)

116. GE incorporates its answers to each of the preceding paragraphs as though the same were set forth in their entirety herein.

117. GE denies that Plaintiff Grayson may properly pursue the claims asserted on behalf of the proposed subclass described in paragraph 117 of Plaintiffs' Third Amended Complaint, or that such a subclass brought by any purported class representative is proper for class certification.

118. GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 118 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

119. GE denies the allegations contained in paragraph 119 of Plaintiffs' Third Amended Complaint.

120. GE denies the allegations contained in paragraph 120 of Plaintiffs' Third Amended Complaint.

COUNT X

(In the Alternative, Unjust Enrichment, on Behalf of the Ohio Subclass)

121. GE incorporates its answers to each of the preceding paragraphs as though the same were set forth in their entirety herein.

122. GE denies that Plaintiff Mazzanti may properly pursue the claims asserted on behalf of the proposed subclass described in paragraph 122 of Plaintiffs' Third Amended Complaint, or that such a subclass brought by any purported class representative is proper for class certification.

123. GE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 123 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

124. GE denies the allegations contained in paragraph 124 of Plaintiffs' Third Amended Complaint.

125. GE denies the allegations contained in paragraph 125 of Plaintiffs' Third Amended Complaint.

AFFIRMATIVE AND SPECIAL DEFENSES

General Electric Company, through its counsel, Robinson & Cole LLP, states as follows for its Affirmative Defenses to Plaintiffs' Third Amended Complaint:

1. Plaintiffs' Third Amended Complaint fails to state a claim upon which relief can be granted, and GE is entitled to a judgment in its favor as a matter of law.
2. Plaintiffs' claims and those of members of the putative class or subclasses are barred by the applicable statutory and/or contractual limitations periods.
3. Plaintiffs' claims and those of members of the putative class or subclasses are or may be barred by the doctrines of unclean hands, ratification, res judicata, accord

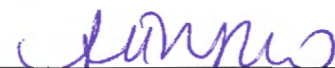
and satisfaction, assumption of risk, release, laches, estoppel, payment, release, statute of frauds, and/or waiver.

4. Plaintiffs and members of the putative class or subclasses have failed to mitigate their damages.
5. If Plaintiffs and members of the putative class or subclasses have suffered any damages, the same were or may have been caused by their own contributory/comparative negligence and/or wrongful conduct.
6. If Plaintiffs and members of the putative class or subclasses have suffered any damages, the same were or may have been caused by the intervening and/or superseding fault of others.
7. Some or all of Plaintiffs' claims and those of members of the putative class or subclasses are barred due to failure of consideration, lack of privity of contract, and/or lack of standing.
8. Plaintiffs' and putative class or subclass members' equitable claims and remedies are barred because Plaintiffs and putative class or subclass members have an adequate remedy at law.
9. Plaintiffs' claims and those of members of the putative class or subclasses are or may be barred by their failure to give timely notice of alleged breach of warranty to GE, as required by the UCC.
10. Plaintiffs' claims and those of the members of the putative class or subclasses are barred to the extent any claim for punitive damages is contrary to the Due Process clauses of the U.S. Constitution and any applicable state constitution, or contrary to any applicable statute.

11. To the extent Plaintiffs and members of the putative class or subclasses have suffered any damages, then such damages must be reduced in direct proportion to any collateral source of funds that Plaintiffs and/or the putative class or subclass members receive from other sources to the extent required under applicable law.
12. To the extent Plaintiffs seek to certify classes and subclasses, their proposed classes and subclasses fail to satisfy the requirements for class certification under Fed. R. Civ. P. 23.
13. Defendant reserves the right to amend/supplement these affirmative defenses as more information becomes known through the course of discovery.


WHEREFORE, having fully answered, Defendant General Electric Company denies that Plaintiffs are entitled to any of the relief requested, and respectfully requests that this Court enter an order denying class certification, enter judgment in GE's favor on the merits, and award GE its costs and attorney's fees incurred in the defense of this action and additional relief as the Court may deem just and proper.

GENERAL ELECTRIC COMPANY

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CERTIFICATION

I hereby certify that on June 4, 2015, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system or by mail on anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.



Sorell E. Negro