UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE FIELDTURF ARTIFICIAL TURF MARKETING AND SALES PRACTICES LITIGATION	Civil Action No. 17-md-02779 MAS TJB

FIELDTURF'S ANSWER TO THE PLAINTIFFS'

SECOND CONSOLIDATED AMENDED CLASS ACTION COMPLAINT

FieldTurf USA, Inc. ("FieldTurf USA"), FieldTurf Inc., FieldTurf Tarkett SAS ("FieldTurf SAS"), and Tarkett Inc. ("Tarkett") (as successor to FieldTurf Tarkett, Inc.) (collectively, "FieldTurf" or "Defendants") answer the Second Amended Complaint as follows:[1]

ANSWER:

I. INTRODUCTION

1. This case concerns FieldTurf's campaign to foist defective artificial turf fields on schools, municipalities, businesses, and other consumers throughout the United States. Consumers paid FieldTurf more than a half-billion dollars for fields FieldTurf touted as premium products using "breakthrough" technology that featured "unmatched" endurance and a ten-year plus lifespan. FieldTurf's representations were lies.

ANSWER: FieldTurf admits that its products have been described as "premium" and that documents contain the selective quoted language, but denies Plaintiffs' characterization of those documents and denies the remaining allegations in Paragraph 1 of the Second Amended Complaint.

2. The fields were inherently and materially defective. The fiber FieldTurf used to make the artificial grass was made from inferior ingredients, lacked necessary chemical components, had an improper design that could not withstand forced bending and compression, and performed poorly in multiple pre-manufacture tests for overall durability. In addition, FieldTurf used a "tuft binding" method that failed to sufficiently secure the grass to the backing, such that the grass would shed and shear-off in normal, expected use. And FieldTurf instructed installers to use insufficient amounts of infill (artificial soil), exacerbating the defects in the product's composition and design.

ANSWER: FieldTurf denies the allegations in Paragraph 2 of the Second Amended Complaint.

3. In short, from the moment a field was installed, it was an inferior, defective product that, by design and composition, did not have the qualities, properties, and lifespan FieldTurf continuously represented in its sales and marketing materials and pitches. These fields were neither designed nor engineered to be used for the ordinary, expected purpose as outdoor, year- round fields. Above all, the fields did not have the built-in resistance to wear and ultraviolet ("UV") radiation, a

[1] FieldTurf does not believe that any section headings or footnotes included within Plaintiffs' Second Amended Complaint constitute allegations that require an answer. To the extent a response is required, FieldTurf denies the allegations in any section heading or footnote of the Second Amended Complaint.

"breakthrough" fiber that would spring back upright after compression, or sufficient "tuft" adhesion that FieldTurf promised, let alone enough for the fields to have a useful lifespan of more than ten years—a key driver in FieldTurf's sales and marketing tactics.

ANSWER: FieldTurf denies the allegations in Paragraph 3 of the Second Amended Complaint.

4. These inherent defects in materials, composition, design, and engineering also led to premature degradation, with grass shedding, shearing off, matting, and disintegrating within the first few years of use.

ANSWER: FieldTurf denies the allegations in Paragraph 4 of the Second Amended Complaint.

5. FieldTurf knew all this when it marketed, sold, and installed the fields. Yet, FieldTurf hid its lies and ignored its promises as it lined its pockets. This lawsuit seeks restitution and compensation for the customers FieldTurf billed.

ANSWER: FieldTurf admits that the Second Amended Complaint purports to seek restitution and compensation, but denies the remaining allegations in Paragraph 5 of the Second Amended Complaint.

6. From 2005 to 2012, FieldTurf marketed a high-end, artificial, turf field product manufactured using a monofilament fiber supplied by Mattex and TenCate (defined below). FieldTurf sold the turf under various names, including "Duraspine," "Duraspine Pro," and "Prestige XM" (collectively, "Duraspine Turf"). With sweeping, deceptive, and misleading statements, FieldTurf induced municipalities, school districts, athletic organizations, businesses, and other consumers into buying Duraspine Turf fields. FieldTurf sold at least 1,450 Duraspine Turf fields in nearly all 50 states and the District of Columbia. FieldTurf charged a premium price for its Duraspine Turf fields and took in at least $570 million in revenue on sales—much of which came from taxpayers.

ANSWER: FieldTurf admits that it sold and marketed artificial turf field products using a monofilament fiber supplied by Mattex and TenCate, but denies the remaining allegations in Paragraph 6 of the Second Amended Complaint.

7. Marketed as a "breakthrough in technology," and the best that money could buy, FieldTurf represented that Duraspine Turf's "monofilament"-based system had "unmatched durability" and "unmatched memory" that would provide improved wear and UV resistance, prevent matting, and more closely mimic a natural grass surface than existing turf products. Nationwide, centrally administered marketing campaigns drove home the key message that Duraspine Turf was made of proven, high-quality, durable materials and had a lifespan of more than ten years—and

*would last nearly **twice** as long as FieldTurf's existing synthetic surface, slit film. FieldTurf assured customers its representations were "fact," supported by testing, and not mere "marketing spin."*

ANSWER: FieldTurf admits that there are documents that contain the selective quoted language, but denies Plaintiffs' characterization of those documents and denies the remaining allegations in Paragraph 7 of the Second Amended Complaint.

8. The only fact, however, was that FieldTurf was lying. Rather than having a robust, revolutionary, chemical composition and durable design, the Duraspine Turf fields were made from cheap, inferior plastics that lacked required UV protection, with grass fibers that "fibrillated" (i.e., shredded), fell over, and/or came loose during routine use due to their design and FieldTurf's manufacturing process. The fields did not have the lifespan Defendants represented, but instead were chemically and physically degrading prematurely, matting like carpet, shedding fiber onto players and students, and deteriorating with ordinary, expected use. As one New Jersey high school football coach remarked, "You grab it and it rips."

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth about the remarks of "one New Jersey high school football coach", and therefore denies them. FieldTurf denies the remaining allegations in Paragraph 8 of the Second Amended Complaint.

9. FieldTurf knew from the outset that Duraspine Turf was defective, not fit for its ordinary and expected use, and nowhere close to the premium product FieldTurf represented to the public as having a ten-plus years lifespan. When FieldTurf marketed, sold, and installed the Duraspine Turf fields, it knew the turf's composition and design lacked durability and resistance to wear and UV, causing the turf to deteriorate prematurely, wilt, break, and shear off. Within the first year of selling the fields, FieldTurf was aware that fields were degrading prematurely. In the words of a FieldTurf executive, given the known weakness of the product, the company's "claims made regarding the Duraspine . . .. . . are ridiculous. Every day we are putting stuff out there that can't and won't live up to the marketing spin."

ANSWER: FieldTurf admits that there are documents that contain the selective quoted language, but denies Plaintiffs' characterization of those documents and denies the remaining allegations in Paragraph 9 of the Second Amended Complaint.

10. Nevertheless, FieldTurf did not pull the product and did not change its "marketing spin." Despite clear evidence that Duraspine Turf was totally defective when it was installed and not what FieldTurf represented to the market, FieldTurf

aggressively marketed and sold the product continuously from 2005 to 2012 to consumers throughout the United States.

ANSWER: FieldTurf denies the allegations in Paragraph 10 of the Second Amended Complaint.

11. Even when alarms were going off internally at FieldTurf due to its belief that it was facing "massive field failures," FieldTurf publicly denied knowledge of any problems. During the entire relevant period, and even to this day, FieldTurf engaged in a systematic campaign to conceal and minimize Duraspine Turf's numerous defects.

ANSWER: FieldTurf denies the allegations in Paragraph 11 of the Second Amended Complaint.

12. FieldTurf told customers that the problems were ordinary wear and tear, that the customers did not understand how turf should perform, and that the issues customers were seeing would get ***better*** *with time. Customers relied on FieldTurf's superior knowledge and claimed expertise in assessing field condition. FieldTurf knew that most customers would not know the turf was inherently defective in its composition and design, would not recognize signs of the resulting deterioration (which often were not visible to the non-expert observer), and that, once the field began to break down, the physical and chemical process was irreversible.*

ANSWER: FieldTurf denies the allegations in Paragraph 12 of the Second Amended Complaint.

13. FieldTurf also tried to minimize the problems, brushing them off as a matter of a few bad batches or claiming any issues were limited to areas with intense UV radiation, like Texas and California. What is now beginning to be revealed from FieldTurf's own records and admissions, however, is that Duraspine Turf was made from an "inferior" fiber with a deficient chemical composition that was not ***designed*** *to withstand heavy, outdoor use and UV exposure, and that FieldTurf's manufacturing process did not sufficiently secure the grass to the backing. At the same time FieldTurf was minimizing the problems customers reported, it knew fields were experiencing widespread, premature deterioration and failures* ***nationwide****, including in multiple fields in New Jersey—exactly as the early warnings to FieldTurf predicted.*

ANSWER: FieldTurf denies the allegations in Paragraph 13 of the Second Amended Complaint.

14. FieldTurf also sought to blame the victims of its lies and systematically avoid its own warranties. It claimed problems with Duraspine Turf were due to poor field maintenance by customers or were not real problems at all. It delayed processing of warranty claims and then denied the claims upon expiration of the eight-year warranty period. FieldTurf also used customer complaints or warranty claims as an opportunity to upsell the customer to a more expensive product—or to replace one defective Duraspine Turf field with another as a deliberate tactic to run out the warranty period.

ANSWER: FieldTurf denies the allegations in Paragraph 14 of the Second Amended Complaint.

> *15. Bottom line, despite longstanding knowledge it was selling a defective product, FieldTurf officials failed even to notify existing customers of the defects, let alone stop selling the product. And not once did FieldTurf change its sales pitch before discontinuing sales of Duraspine Turf in or around 2012. As FieldTurf's marketing director later testified, FieldTurf's representations remained unchanged because he "wasn't asked to change them." Rather, FieldTurf steadfastly denied the defect, compounding the public deception.*

ANSWER: FieldTurf admits that an employee of FieldTurf said the selective quoted language in response to a question at his deposition, but denies Plaintiffs' characterization of the quoted language and denies the remaining allegations in Paragraph 15 of the Second Amended Complaint.

> *16. Although FieldTurf did nothing to protect its customers, it did look after itself. Realizing it could stall and deceive consumers for only so long and facing enormous liabilities for the defective fields, FieldTurf sued its fiber manufacturer in 2011. In that lawsuit, FieldTurf specifically admitted that the fiber used in the Duraspine Turf was "**defective**," "**inferior**," and "exhibited **premature and significant signs of both physical and chemical degradation**," due to "poor thermal stability," and the lack of "necessary" UV stabilizers.*

ANSWER: FieldTurf admits that it commenced a lawsuit against its fiber manufacturer, TenCate in 2011, but denies the remaining allegations in Paragraph 16 of the Second Amended Complaint.

> *17. FieldTurf settled that lawsuit for an undisclosed amount. Still, FieldTurf did not notify its customers, let alone refund the monies customers paid for the "defective," "inferior" Duraspine Turf products.*

ANSWER: FieldTurf admits that it reached a settlement with TenCate in connection with the lawsuit referenced in Paragraph 16 of the Second Amended Complaint, but denies the remaining allegations in Paragraph 17 of the Second Amended Complaint.

> *18. FieldTurf's scheme finally began to be exposed in December 2016, when NJ Advance Media published findings from its lengthy, in-depth investigation into Duraspine Turf failures in New Jersey and elsewhere.[2] As part of its investigation,*

[2] See Christopher Baxter and Matthew Stanmyre, The 100-Yard Deception, NJ Advance Media, http://fieldturf.nj.com/ (last visited Sept. 26, 2018). As part of the six-month investigation, NJ Advance Media filed 40 public records requests, obtained more than 5,000 pages of company

NJ Advance Media commissioned the University of Michigan's Breaker Space Lab to test turf fibers from three Duraspine Turf fields. The tests confirmed the tensile strength (i.e., the amount a material can stretch without breaking) of the fibers to be well below industry standards—and below FieldTurf's own standards.

ANSWER: FieldTurf admits NJ Advance Media published a story about FieldTurf, but denies the remaining allegations in Paragraph 18 of the Second Amended Complaint.

19. NJ Advance Media's investigation also concluded:

- FieldTurf knew its Duraspine Turf fields were defective. When FieldTurf marketed, sold, and installed the fields, executives were aware the turf was much weaker and inferior than it said and did not have the expected durability and lifespan.
- FieldTurf misled its customers. Despite candid, internal email discussions about its overblown sales pitches, executives never changed FieldTurf's marketing and sales campaign for Duraspine Turf fields.
- FieldTurf tried to cover up its lies. A lawyer warned that internal admissions about the defects and FieldTurf's knowledge could be damaging in a lawsuit. When a FieldTurf executive sought to delete the revealing emails, an IT professional refused, calling the destruction of such evidence a "possible crime."
- FieldTurf continues to keep quiet about its lies and defective products. Even today, executives have never told most customers about Duraspine Turf's problems or how to identify signs it was prematurely falling apart.
- FieldTurf stonewalled customers who did report issues, slow-footing warranty claims and telling them the deterioration was normal, the fields needed more maintenance, and the problems would get better with time.
- To this day, in testimony before governmental bodies, and in publicly released statements, FieldTurf continues to publicly deny there was a widespread defect with its Duraspine Turf products.

ANSWER: FieldTurf admits NJ Advance Media published a story about FieldTurf, but denies the remaining allegations in Paragraph 19 of the Second Amended Complaint.

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records, emails, court filings, and testimony, and interviewed coaches, officials, and current and former FieldTurf employees.

20. In sum, FieldTurf sold a uniformly "inferior" and "defective" product that did not meet industry standards, was not suitable for its ordinary use, and did not and could not live up to the specific, factual representations FieldTurf made to potential customers. FieldTurf undertook a nationwide marketing and sales campaign that intentionally hid the product's defects and made false claims that FieldTurf knew the product did not meet, but were used to induce customers to purchase and install Duraspine Turf fields. FieldTurf then used unfair, false, and deceptive tactics to fend off, minimize, ignore, and deny customer complaints and warranty claims.

ANSWER: FieldTurf denies the allegations in Paragraph 20 of the Second Amended Complaint.

21. As a result of FieldTurf's wrongdoing, Plaintiffs and Class members suffered multiple injuries, including paying (and overpaying) for defective fields they otherwise would not have bought, paying more for field maintenance and repair than they otherwise would have, and losing fees and payments associated with games and events they were unable to host due to field conditions or unscheduled maintenance.

ANSWER: FieldTurf denies the allegations in Paragraph 21 of the Second Amended Complaint.

22. It is time for FieldTurf to be held accountable for its intentional and egregious conduct.

ANSWER: FieldTurf denies the allegation in Paragraph 22 of the Second Amended Complaint.

II. PARTIES

A. Plaintiffs

23. Carteret: The Borough of Carteret ("Carteret" and, for purposes of this paragraph, "Plaintiff") is a municipal corporation with offices at 61 Cooke Avenue, Carteret, New Jersey 07008, that exists under the laws of the State of New Jersey. Carteret purchased six defective Duraspine Turf fields: (a) the four fields at Civic Center Park were contracted for in September 2006, and installed in 2008; (b) the John Street Park field was contracted for in January 2007, and installed in May 2007; and (c) Sullivan Field was contracted for in 2010 and installed in September 2011. Plaintiff decided to buy the Duraspine Turf fields based in part on FieldTurf's representations that the fields had superior materials and design such that they had greater durability and resistance to wear, matting, and UV than competing products and a useful lifespan of more than ten years. These representations, along with the claimed comparative cost savings of Duraspine Turf fields, were among the primary reasons Plaintiff chose the Duraspine Turf fields. At the time the fields were purchased, Plaintiff did not know that the fields were composed of defective and inferior materials that did not have the durability, resistance to wear, matting, and UV, and useful lifespan FieldTurf represented. Plaintiff would not have purchased the Duraspine Turf fields, or would have paid less for them, had it known that the fields were defective and did not have the qualities and lifespan represented. Plaintiff

has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Duraspine Turf fields, or would have paid less for them, had Defendants not concealed and misrepresented the actual qualities and lifespan of the fields.

ANSWER: FieldTurf admits that the Borough of Carteret purchased four fields at Civic Center Park, one field at John Street Park, and one "Sullivan field", but denies Plaintiffs' characterizations of those fields. FieldTurf further denies that Duraspine is defective. FieldTurf lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 23 of the Second Amended Complaint, and therefore denies them.

24. Fremont: The City of Fremont ("Fremont" and, for purposes of this paragraph, "Plaintiff") is a city in Alameda County, California. Fremont purchased one defective Duraspine Turf field in 2007 and another in 2011. Plaintiff decided to buy the Duraspine Turf fields based in part on FieldTurf's representations that the fields had superior materials and design such that they had greater durability and resistance to wear, matting, and UV than competing products and a useful lifespan of more than ten years. These representations, along with the claimed comparative cost savings of Duraspine Turf fields, were among the primary reasons Plaintiff chose the Duraspine Turf fields. At the time of purchase, Plaintiff did not know that the fields were composed of defective and inferior materials that did not have the durability, resistance to wear, matting, and UV, and useful lifespan FieldTurf represented. Plaintiff would not have purchased the Duraspine Turf fields, or would have paid less for them, had it known that the fields were defective and did not have the qualities and lifespan represented. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Duraspine Turf fields, or would have paid less for them, had Defendants not concealed and misrepresented the actual qualities and lifespan of the fields.

ANSWER: FieldTurf admits that the City of Fremont purchased two Duraspine turf fields, but denies Plaintiffs' characterizations of those fields. FieldTurf further denies that Duraspine is defective. FieldTurf lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 24 of the Second Amended Complaint, and therefore denies them.

25. Hudson: The County of Hudson, New Jersey ("Hudson" and, for purposes of this paragraph, "Plaintiff") is a political subdivision of the State of New Jersey. Hudson purchased five defective Duraspine Turf fields: (a) the Laurel Hill field, contracted for in 2007 and installed between 2007 and 2009, (b) Fields 10 and 11, contracted for in 2007 and installed between 2007 and 2008, and (c) Fields 2 and 3,

contracted for in 2009 and installed between 2009 and 2010. Plaintiff decided to buy the Duraspine Turf fields based in part on FieldTurf's representations that the fields had superior materials and design such that they had greater durability and resistance to wear, matting, and UV than competing products and a useful lifespan of more than ten years. These representations, along with the claimed comparative cost savings of Duraspine Turf fields, were among the primary reasons Plaintiff chose the Duraspine Turf fields. At the time of purchase, Plaintiff did not know that the fields were composed of defective and inferior materials that did not have the durability, resistance to wear, matting, and UV, and useful lifespan FieldTurf represented. Plaintiff would not have purchased the Duraspine Turf fields, or would have paid less for them, had it known that the fields were defective and did not have the qualities and lifespan represented. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Duraspine Turf fields, or would have paid less for them, had Defendants not concealed and misrepresented the actual qualities and lifespan of the fields.

ANSWER: FieldTurf admits that the County of Hudson purchased five Duraspine Turf fields, but denies Plainiffs' characterization of those field. FieldTurf further denies that Duraspine is defective. FieldTurf lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 25 of the Second Amended Complaint.

26. Levittown: Levittown Union Free School District ("Levittown" and, for purposes of this paragraph, "Plaintiff") is a school district serving areas of Levittown, Wantagh, Seaford, Plainedge, and Hicksville, New York. Levittown purchased two defective Duraspine Turf fields in spring 2008. The fields were installed at General Douglas MacArthur High School and Division Avenue High Schools in or around July and September 2008, respectively. Plaintiff decided to buy the Duraspine Turf fields based in part on FieldTurf's representations that the fields had superior materials and design such that they had greater durability and resistance to wear, matting, and UV than competing products and a useful lifespan of more than ten years. These representations, along with the claimed comparative cost savings of Duraspine Turf fields, were among the primary reasons Plaintiff chose the Duraspine Turf fields. At the time of purchase, Plaintiff did not know that the fields were composed of defective and inferior materials that did not have the durability, resistance to wear, matting, and UV, and useful lifespan FieldTurf represented. Plaintiff would not have purchased the Duraspine Turf fields, or would have paid less for them, had it known that the fields were defective and did not have the qualities and lifespan represented. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Duraspine Turf fields, or would have paid less for them, had Defendants not concealed and misrepresented the actual qualities and lifespan of the fields.

ANSWER: FieldTurf admits that Levittown Union Free School district purchased two Duraspine Turf fields, but denies Plainiffs characterization of those fields. FieldTurf further denies that Duraspine is defective. FieldTurf lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 26 of the Second Amended Complaint.

> *27. Neshannock: Neshannock Township School District ("Neshannock" and, for purposes of this paragraph, "Plaintiff") is a public school district organized under the laws of the State of Pennsylvania. Neshannock purchased a defective Duraspine Turf field in 2008. Plaintiff decided to buy the Duraspine Turf Field based in part on FieldTurf's representations that the field had superior materials and design such that it had greater durability and resistance to wear, matting, and UV than competing products and a useful lifespan of more than ten years. These representations, along with the claimed comparative cost savings of the Duraspine Turf Field, were among the primary reasons Plaintiff chose the Duraspine Turf Field. At the time of purchase, Plaintiff did not know that the field was composed of defective and inferior materials that did not have the durability, resistance to wear, matting, and UV, and useful lifespan FieldTurf represented. Plaintiff would not have purchased the Duraspine Turf Field, or would have paid less for it, had it known that the field was defective and did not have the qualities and lifespan represented. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Duraspine Turf Field, or would have paid less for it, had Defendants not concealed and misrepresented the actual qualities and lifespan of the field.*

ANSWER: FieldTurf admits that Neshannock Towsnhip School District purchased a Duraspine Turf field, but denies Plainiffs characterization of that field. FieldTurf further denies that Duraspine is defective. FieldTurf lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 27 of the Second Amended Complaint.

> *28. Newark: The State-operated School District of the City of Newark ("Newark" and, for purposes of this paragraph, "Plaintiff") is a school district under State intervention having offices located at 2 Cedar Street, Newark, New Jersey 07102. Newark purchased four defective Duraspine Turf fields between late 2006 and 2010. Plaintiff decided to buy the Duraspine Turf fields based in part on FieldTurf's representations that the fields had superior materials and design such that they had greater durability and resistance to wear, matting, and UV than competing products and a useful lifespan of more than ten years. These representations, along with the claimed comparative cost savings of Duraspine Turf fields, were among the primary reasons Plaintiff chose the Duraspine Turf fields. At the time of purchase, Plaintiff did not know that the fields were composed of defective and inferior materials that did not have the durability, resistance to wear, matting, and UV, and useful lifespan*

FieldTurf represented. Plaintiff would not have purchased the Duraspine Turf fields, or would have paid less for them, had it known that the fields were defective and did not have the qualities and lifespan represented. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Duraspine Turf fields, or would have paid less for them, had Defendants not concealed and misrepresented the actual qualities and lifespan of the fields.

ANSWER: FieldTurf admits that the State-operated School District of the City of Newark purchased four Duraspine Turf field, but denies Plainiffs characterization of those fields. FieldTurf further denies that Duraspine is defective. FieldTurf lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 28 of the Second Amended Complaint.

29. Santa Ynez: Santa Ynez Valley Union High School District ("Santa Ynez" and, for purposes of this paragraph, "Plaintiff") is a political subdivision and public school district that exists under the laws of the State of California. Santa Ynez purchased a defective Duraspine Turf field in 2006. Plaintiff decided to buy the Duraspine Turf Field based in part on FieldTurf's representations that the field had superior materials and design such that it had greater durability and resistance to wear, matting, and greater UV protection than competing products and a useful lifespan of more than ten years. These representations, along with the claimed comparative cost savings of the Duraspine Turf Field, were among the primary reasons Plaintiff chose the Duraspine Turf Field. At the time of purchase, Plaintiff did not know that the field was composed of defective and inferior materials that did not have the durability, UV protection, resistance to wear and matting, and useful lifespan FieldTurf represented. Plaintiff would not have purchased the Duraspine Turf Field, or would have paid less for it, had it known that the field was defective and did not have the qualities and lifespan represented. Plaintiff has suffered a concrete injury as a direct and proximate result of Defendants' misconduct, and would not have purchased the Duraspine Turf Field, or would have paid less for it, had Defendants not concealed and misrepresented the actual qualities and lifespan of the field.

ANSWER: FieldTurf admits that Santa Ynez Valluy Union High School District purchased a Duraspine Turf field, but denies Plainiffs characterization of that field. FieldTurf further denies that Duraspine is defective. FieldTurf lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 29 of the Second Amended Complaint.

30. Defendant FieldTurf USA, Inc. is a Florida corporation with its principal place of business located at 75 North Industrial Boulevard, N.E., Calhoun, Georgia

30701. FieldTurf USA marketed, manufactured, sold, and installed the defective Duraspine Turf products throughout the United States.

ANSWER: FieldTurf admits that FieldTurf USA, Inc. is a Florida corporation with a principal place of business located at 175 North Industrial Boulevard, Calhoun, GA 30701, but denies that Duraspine Turf is defective and the Plaintiffs characterization of FieldTurf USA's business operations in the United States as alleged in Paragraph 30 of the Second Amended Complaint.

31. Defendant FieldTurf Inc. is a Canadian corporation with its principal place of business located at 8088 Montview Road, Montreal, Quebec, H4P 2L7. Upon information and belief, FieldTurf Inc. also manufactured and sold the defective Duraspine Turf products or otherwise conducts business in the United States, including New Jersey.

ANSWER: FieldTurf admits that FieldTurf Inc. is a Canadian corporation with its principal place of business located at 7445 Cote-de-Liesse, Montreal, Quebec, H4T 1G2. FieldTurf denies that Duraspine Turf is defective and Plaintiffs' characterization of FieldTurf Inc.'s business operations in the United States as alleged in Paragraph 31 of the Second Amended Complaint.

32. Defendant FieldTurf Tarkett SAS is a French corporation with its principal place of business located at 2 Rue de L'Egalitee, 92748 Nanterre Cedex, France. It is the parent corporation to FieldTurf USA.

ANSWER: FieldTurf admits that FieldTurf Tarkett SAS is a French corporation with its principal place of business located at 1 Terrasse Bellini – Tour Initiale 92919, Paris La Defense France, France. FieldTurf denies Plaintiffs' characterization of the corporate structure as alleged in Paragraph 32 of the Second Amended Complaint.

33. Defendant Tarkett Inc. is the successor to FieldTurf Tarkett, Inc. Tarkett is a Canadian corporation with its principal place of business located at 8088 Montview Road, Montreal, Quebec, H4P 2L7. Upon information and belief, Tarkett manufactures, sells, and installs artificial turf or otherwise conducts business in the United States, including New Jersey.

ANSWER: FieldTurf denies the allegations in Paragraph 33 of the Second Amended Complaint.

34. FieldTurf USA, FieldTurf, Inc., FieldTurf SAS, and Tarkett are referred to collectively as "FieldTurf".

ANSWER: FieldTurf admits that Plaintiffs collectively refer to FieldTurf USA, FieldTurf, Inc., FieldTurf SAS, and Tarkett as "FieldTurf" in the Second Amended Complaint, but denies the remaining allegations in Paragraph 34 of the Second Amended Complaint.

35. The unified FieldTurf website refers to "FieldTurf" as "[a] Tarkett Sports Company," with Tarkett in turn holding itself out as part of the unified FieldTurf sales and marketing message as:

> [A] global leader in innovative and sustainable solutions for flooring and sports surfaces. With a wide range of products including vinyl, linoleum, carpet, rubber, wood & laminate, synthetic turf and athletic track, the Group serves customers in more than 100 countries worldwide. With 11,000 employees and 32 production sites, Tarkett sells 1.3 million square meters of flooring every day, for hospitals, schools, housing, hotels, offices, stores and sports fields. Committed to sustainable development, the Group has implemented an eco-innovation strategy and promotes circular economy. Tarkett net sales of 2.5 billion euros in 2013 are balanced between Europe, North America and new economies.[3]

ANSWER: FieldTurf admits the allegations in Paragraph 35 of the Second Amended Complaint.

36. On information and belief, all of the FieldTurf entities jointly worked to develop and test the Duraspine Turf products, as well as to develop a coordinated sales and marketing campaign, and all were aware of the defects in the products and were actively involved in concealing those defects from consumers in the United States, including through the continual publication of misleading and false statements about the products on the worldwide FieldTurf website.

ANSWER: FieldTurf denies the allegations in Paragraph 36 of the Second Amended Complaint.

37. Absent discovery, the specific role each FieldTurf entity performed in the fraudulent scheme to sell the defective Duraspine Turf fields is within the exclusive knowledge and control of Defendants.

ANSWER: FieldTurf denies the allegations in Paragraph 37 of the Second Amended Complaint, and further denies that any fraudulent scheme to sell defective Duraspine fields existed.

[3] FieldTurf, Tarkett Announces Acquisition of Renner Sports Surfaces (Oct. 28, 2014), https://fieldturf.com/en/articles/detail/tarkett-announces-acquisition-of-renner-sports-surfaces/.

III. JURISDICTION AND VENUE

38. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(1) and (2), and Plaintiffs and Defendants are citizens or subjects of different states and/or foreign states and the amount in controversy exceeds $75,000.00.

ANSWER: FieldTurf denies the allegations in Paragraph 38 of the Second Amended Complaint.

39. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2), as this is a class action in which each Plaintiff is a citizen of a different state than each Defendant, the aggregate sum of class damages exceeds $5,000,000.00, and the proposed class exceeds 100 members.

ANSWER: FieldTurf denies the allegations in Paragraph 39 of the Second Amended Complaint.

40. Plaintiffs allege that this Court has personal jurisdiction over each Defendant because each is a corporation authorized to conduct business in New Jersey, does business in New Jersey, or did sufficient business in New Jersey, has sufficient minimum contacts with New Jersey, or otherwise intentionally availed themselves of the New Jersey consumer market through the promotion, marketing, and sale of defective Duraspine Turf products, and this purposeful availment renders permissible the exercise of personal jurisdiction by this Court over FieldTurf and its affiliated or related entities under traditional notions of fair play and substantial justice.

ANSWER: FieldTurf denies the allegations in Paragraph 40 of the Second Amended Complaint.

41. Plaintiffs further allege that venue is proper in this forum pursuant to 28 U.S.C. §1407 and the June 1, 2017 Transfer Order of the Judicial Panel on Multidistrict Litigation in MDL 2779 or, in the alternative, pursuant to 28 U.S.C. § 1391 because FieldTurf transacts business and may be found in this District. Venue is also proper in this District because a substantial portion of the allegations complained of herein, including transaction of business with Defendants by one or more Plaintiffs, occurred in the District of New Jersey.

ANSWER: FieldTurf denies the allegations in Paragraph 41 of the Second Amended Complaint.

42. Neither the filing of this Complaint, nor its allegations, is intended to waive the right of any Plaintiff or proposed Class member to seek remand of individual cases under 28 U.S.C. § 1407, which right of remand is fully preserved.

ANSWER: FieldTurf denies the allegations in Paragraph 42 of the Second Amended Complaint.

IV. FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

A. The Artificial Turf Industry

43. Artificial turf is an alternative to natural grass. Artificial turf fields are intended to be used year-round in a wide range of weather conditions and for extended periods of playing time without downtime for recovery between games or events. Artificial turf also eliminates the upkeep required for natural grass, such as weed removal, watering, fertilizing, and the like, lowering field maintenance costs.

ANSWER: FieldTurf admits that artificial turf is an alternative for natural grass and lowers field maintenance costs. FieldTurf denies the remaining allegations in Paragraph 43 of the Second Amended Complaint.

44. Artificial turf consists of at least three components: (a) plastic grass blades, which are manufactured from plastic "fiber" or "yarn" and bundled into individual "tufts"; (b) a backing material to which the tufts are attached; and (c) an adhesive used to secure the tufts to the backing. Other components, such as "infill" (artificial soil), may also be incorporated into a field. The assembled components are sometimes referred to as a turf "system."

ANSWER: FieldTurf admits the allegations in Paragraph 44 of the Second Amended Complaint.

45. Because artificial turf is commonly used for football, soccer, and other athletic fields, it typically comes in a range of colors so that school and team logos, as well as field markings, can be incorporated into the field design.

ANSWER: FieldTurf admits the allegations in Paragraph 45 of the Second Amended Complaint.

46. Artificial turf fields, including FieldTurf's fields, were at all times (and remain) widely and publicly marketed, including in mass media and on the Internet. For example, at all relevant times, FieldTurf had published numerous advertising and promotional materials in magazines and on Youtube.com, as well as on its website. FieldTurf also received substantial and widespread press from various local and national media outlets, such as NBC. Upon information and belief, FieldTurf had paid celebrity endorsements, such as from Cal Ripken Jr., for the purpose of building its brand name and securing national acclaim for its so-called revolutionary and superior products.

ANSWER: FieldTurf admits that it published promotional materials in magazines, on its website, and on YouTube.com. FieldTurf further admits that Cal Ripkin Jr. was included in at least one of FieldTurf's marketing materials. FieldTurf denies the remaining allegations in Paragraph 46 of the Second Amended Complaint.

47. The design and performance of an artificial turf field involves sophisticated engineering and specialized knowledge beyond the ken of the average consumer, be

it a school, a recreation department, or an individual small business owner. As a result, purchasers (including Plaintiffs and Class members here) necessarily rely on the sellers of the fields (including FieldTurf) for complete and accurate information on the quality and expected performance of the fields. Similarly, the average purchaser does not possess the expertise to pick up on signs that a field is degrading prematurely.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegation regarding the average consumer's knowledge, and therefore denies it. FieldTurf denies the remaining allegations in Paragraph 47 of the Second Amended Complaint.

B. FieldTurf's Artificial Turf Products

48. FieldTurf markets, manufactures, sells, and installs artificial turf surfaces throughout the United States. Since introducing its first artificial grass systems in 1988, FieldTurf has grown to be a leader in the U.S. artificial turf industry.

ANSWER: FieldTurf admits the allegations in Paragraph 48 of the Second Amended Complaint.

49. FieldTurf is known, in particular, for its "infilled" artificial turf products. "Infilled" refers to the use of rubber dirt and sand mixture poured between the artificial grass tufts during installation. The infill supports and protects the fiber tufts and helps create a resilient playing surface that mimics real soil.

ANSWER: Fieldturf admits the allegations in Paragraph 49 of the Second Amended Complaint.

50. FieldTurf heavily emphasizes its supposed expertise and prowess in its marketing materials. For example, FieldTurf prominently advertises that it has one or more patents that cover its infilled systems.

ANSWER: FieldTurf admits that it discusses its expertise and patents in marketing materials, but denies the remaining allegations in Paragraph 50 of the Second Amended Complaint.

51. FieldTurf also controls the installation of the fields its sells. FieldTurf fields (including the fields at issue here) are installed by installers authorized by FieldTurf. FieldTurf itself supplies the infill used for each installation. FieldTurf assures its customers that "every single FieldTurf field is installed in exactly the same way" and that each installation uses an "identical" engineered system.

ANSWER: FieldTurf admits that there is a document that contains the selective quoted language, but denies Plaintiffs' characterization of that language and denies the remaining allegations in Paragraph 51 of the Second Amended Complaint.

52. In 1995, FieldTurf began marketing an infilled field using "slit film" for the artificial grass. Slit film is a sheet of plastic cut into individual blades. The blades are bunched and sewn together into a backing material and then infilled with sand and rubber.

ANSWER: FieldTurf admits that it began marketing an infilled slit film field, but denies Plaintiffs' characterization of slit film as alleged in Paragraph 52 of the Second Amended Complaint.

53. Slit film was marketed as softer and more shock absorbent than competing surfaces, such as AstroTurf. In 1999, FieldTurf sold a system to the University of Nebraska, leading to skyrocketing sales.

ANSWER: FieldTurf admits that it sold a system to the University of Nebraska, but denies the remaining allegations in Paragraph 53 of the Second Amended Complaint.

C. FieldTurf's Development and Launch of the Duraspine Turf Fields

54. In November 2003, FieldTurf's then-Chief Executive Officer ("CEO") John Gilman met Jeroen van Balen ("van Balen") of Mattex Leisure Industries ("Mattex") at a trade show.[4] Mattex was a manufacturer of the artificial grass fibers used to make artificial turf fields. Van Balen introduced John Gilman to a new artificial grass fiber Mattex was producing. Unlike the slit film used in FieldTurf's existing products, the new Mattex fiber used a "monofilament" design. The monofilament design was made by pushing plastic fibers through an extruder, making individual strands like spaghetti. Each strand had a central "spine" down the middle.

ANSWER: FieldTurf admits that John Gilman met Jeroen van Balen at a trade show in or around November 2003. FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54 of the Second Amended Complaint, and therefore denies them.

55. FieldTurf entered into an exclusive agreement with Mattex in September 2005.

[4] Mattex refers collectively to Mattex Leisure Industries and any of its affiliated entities.

ANSWER: FieldTurf admits that in September 2005, it entered into an agreement with Mattex, but denies Plaintiffs' characterization of that agreement.

56. Under the agreement with Mattex, FieldTurf was able to buy the fiber (which FieldTurf dubbed "Duraspine") for less than the slit film it used in its existing product. At the same time, FieldTurf planned to sell Duraspine Turf fields at a higher price than its slit film products, on the theory that Duraspine Turf was longer-lasting and had greater resistance to wear and to UV radiation than slit film surfaces.

ANSWER: FieldTurf admits that it purchased fiber under the agreement with Mattex that it called Duraspine, but denies the remaining allegations in Paragraph 56 of the Second Amended Complaint

57. At the time it learned about the Duraspine fiber, FieldTurf was concerned that its competitive position in the market had weakened in the years since it launched its slit film fields. Duraspine Turf fields presented FieldTurf with a golden opportunity to introduce an ostensibly new, improved, and exclusive product—and at a higher margin. FieldTurf was eager to use Duraspine Turf fields to strengthen its competitive position.

ANSWER: FieldTurf denies the allegations in Paragraph 57 of the Second Amended Complaint.

58. FieldTurf began selling Duraspine Turf fields in late 2005. FieldTurf claims it stopped selling them in 2012. From 2005 to 2012, FieldTurf sold at least 1,450 Duraspine Turf fields across the U.S. under various brand names. The fields sold for an average of $300,000 to $500,000 each, yielding sales revenues to FieldTurf of more than half a billion dollars.

ANSWER: FieldTurf admits it sold Duraspine turf fields, but denies the remaining allegations in Paragraph 58 of the Second Amended Complaint.

D. FieldTurf Represented that Duraspine Turf Was a "Breakthrough" Product with "Unmatched" Endurance and a Life Span of More than Ten Years

59. FieldTurf executed a uniform marketing campaign to induce consumers to purchase the Duraspine Turf fields. FieldTurf hired CanSpan Communications to prepare all of the marketing materials for Duraspine Turf fields. The materials were subject to FieldTurf's final approval. FieldTurf then directed its network of sales representatives to distribute these marketing materials to potential consumers. FieldTurf thus carefully controlled the consistent marketing message delivered to each Duraspine Turf field consumer.

ANSWER: FieldTurf admits that it worked with CanSpan Communications in preparing marketing materials, but denies the remaining allegations in Paragraph 59 of the Second Amended Complaint.

> *60. In its advertising and marketing of Duraspine Turf fields, FieldTurf showcased high-profile clients (such as NFL teams) and touted its Duraspine Turf fields as being the best fields money could buy. Among the pivotal representations FieldTurf made in marketing Duraspine Turf fields to Plaintiffs and Class members were:*
>
> - Duraspine Turf was a "breakthrough in technology" with "double the expected useful life" of an artificial turf field;
> - Duraspine Turf was "stronger" and "more chemically uniform" than existing products, and that its chemical design "wear[s] more slowly," and was more resistant to "environmental agents";
> - Duraspine Turf had "unmatched durability, especially resistance to wear" and the Duraspine fiber was "far more resistant to UV and foot traffic" than competing slit tape systems;
> - Duraspine Turf had "unmatched" fiber memory, such that it was designed to spring back to an upright position after being compressed in athletic play;
> - Duraspine Turf had an expected lifespan of more than ten years—far longer than competitor turfs and even FieldTurf's previous products;
> - Duraspine Turf was "actually cheaper over the long run" than competitor products, despite the higher price, because it was designed to last more than ten years and "would virtually eliminate the maintenance costs associated with natural grass";
> - Duraspine Turf was backed by FieldTurf's warranties; and
> - "FieldTurf has nothing to hide." Duraspine's quality was "no marketing spin"; its representations were "fact" supported by testing.

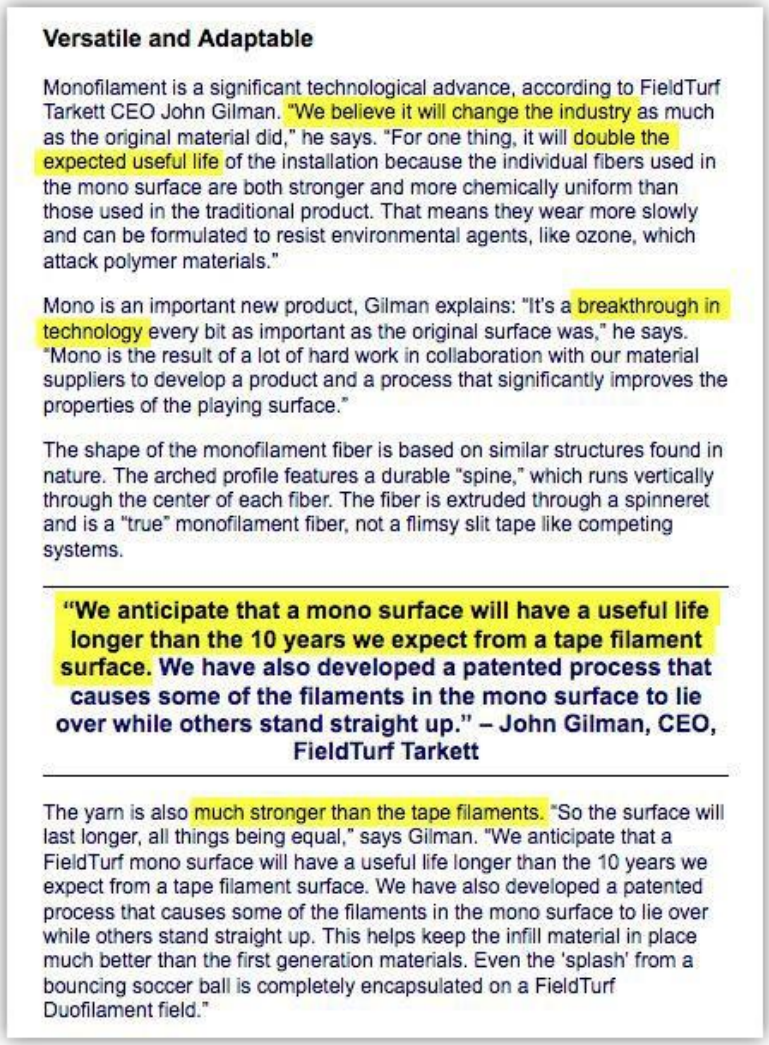
ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegation that its marketing materials contained the language that its turf "would virtually eliminate the maintenance costs associated with natural grass", and therefore denies it. FieldTurf admits that there are documents that contain the remaining selective quoted language alleged in

Paragraph 60 of the Second Amended Complaint, that it represented some of its products were backed by warranties, and that NFL teams were included in some advertising. FieldTurf denies the remaining allegations in Paragraph 60 of the Second Amended Complaint.

61. FieldTurf drove home these and other key representations in multiple advertising, marketing, and sales channels throughout the 2005-2012 period.

ANSWER: FieldTurf denies the allegations in Paragraph 61 of the Second Amended Complaint.

62. In 2006, FieldTurf's John Gilman claimed in a trade publication that, among other things, his company's "breakthrough in technology" would "change the industry," as Duraspine Turf "will ***double the expected useful life****" of an artificial turf field. He specifically represented that the fibers used in Duraspine Turf (the new monofilament fibers) were "stronger" and "more chemically uniform" than existing products, "wear more slowly," and were more resistant to "environmental agents." As a result, John Gilman said, the Duraspine Turf fields had an expected lifespan "longer than the 10 years" already expected from slit film products.*



Versatile and Adaptable

Monofilament is a significant technological advance, according to FieldTurf Tarkett CEO John Gilman. "We believe it will change the industry as much as the original material did," he says. "For one thing, it will double the expected useful life of the installation because the individual fibers used in the mono surface are both stronger and more chemically uniform than those used in the traditional product. That means they wear more slowly and can be formulated to resist environmental agents, like ozone, which attack polymer materials."

Mono is an important new product, Gilman explains: "It's a breakthrough in technology every bit as important as the original surface was," he says. "Mono is the result of a lot of hard work in collaboration with our material suppliers to develop a product and a process that significantly improves the properties of the playing surface."

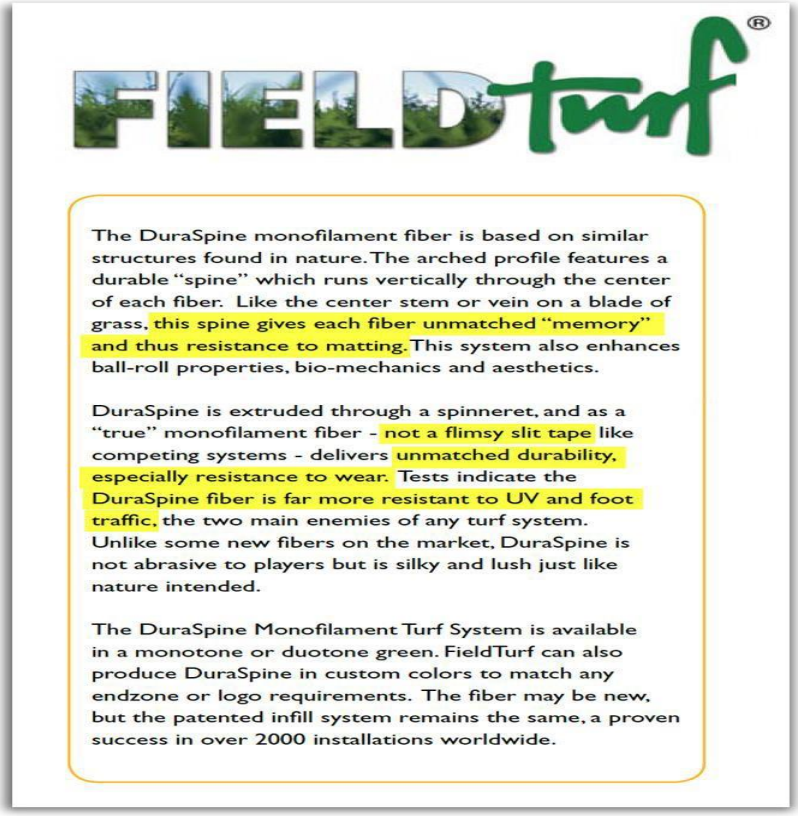
The shape of the monofilament fiber is based on similar structures found in nature. The arched profile features a durable "spine," which runs vertically through the center of each fiber. The fiber is extruded through a spinneret and is a "true" monofilament fiber, not a flimsy slit tape like competing systems.

"We anticipate that a mono surface will have a useful life longer than the 10 years we expect from a tape filament surface. We have also developed a patented process that causes some of the filaments in the mono surface to lie over while others stand straight up." – John Gilman, CEO, FieldTurf Tarkett

The yarn is also much stronger than the tape filaments. "So the surface will last longer, all things being equal," says Gilman. "We anticipate that a FieldTurf mono surface will have a useful life longer than the 10 years we expect from a tape filament surface. We have also developed a patented process that causes some of the filaments in the mono surface to lie over while others stand straight up. This helps keep the infill material in place much better than the first generation materials. Even the 'splash' from a bouncing soccer ball is completely encapsulated on a FieldTurf Duofilament field."

ANSWER: FieldTurf admits that a 2006 trade publication conained the selective quoted language in Paragraph 62 of the Second Amended Complaint, but denies Plaintiffs' characterization of the language in this publication and the remaining allegations in Paragraph 62 of the Second Amended Complaint.

> *63. Likewise, FieldTurf's marketing materials represented that Duraspine had "unmatched 'memory' and thus resistance to matting." It specifically referenced "testing," which it claimed showed that Duraspine had "unmatched durability, especially resistance to wear" and that the Duraspine fiber was "far more resistant to UV and foot traffic" than competing slit tape systems, which FieldTurf said were "flimsy" compared with Duraspine:*


FIELDturf®

The DuraSpine monofilament fiber is based on similar structures found in nature. The arched profile features a durable "spine" which runs vertically through the center of each fiber. Like the center stem or vein on a blade of grass, this spine gives each fiber unmatched "memory" and thus resistance to matting. This system also enhances ball-roll properties, bio-mechanics and aesthetics.

DuraSpine is extruded through a spinneret, and as a "true" monofilament fiber - not a flimsy slit tape like competing systems - delivers unmatched durability, especially resistance to wear. Tests indicate the DuraSpine fiber is far more resistant to UV and foot traffic, the two main enemies of any turf system. Unlike some new fibers on the market, DuraSpine is not abrasive to players but is silky and lush just like nature intended.

The DuraSpine Monofilament Turf System is available in a monotone or duotone green. FieldTurf can also produce DuraSpine in custom colors to match any endzone or logo requirements. The fiber may be new, but the patented infill system remains the same, a proven success in over 2000 installations worldwide.

ANSWER: FieldTurf admits there are documents that contain the selective quoted langauge in Paragraph 63 of the Second Amended Complaint, but denies Plaintiffs' characterization of that language and the remaining allegations in Paragraph 63 of the Second Amended Complaint.

> *64. In another flyer, FieldTurf stated that "[b]y choosing to invest in quality, safety and performance rather than basement pricing, FieldTurf has helped to ensure a successful future for your athletes, your program, your facilities and your finances. . .. . .. [A]lthough FieldTurf sometimes costs more to install it is actually cheaper over the long term."*

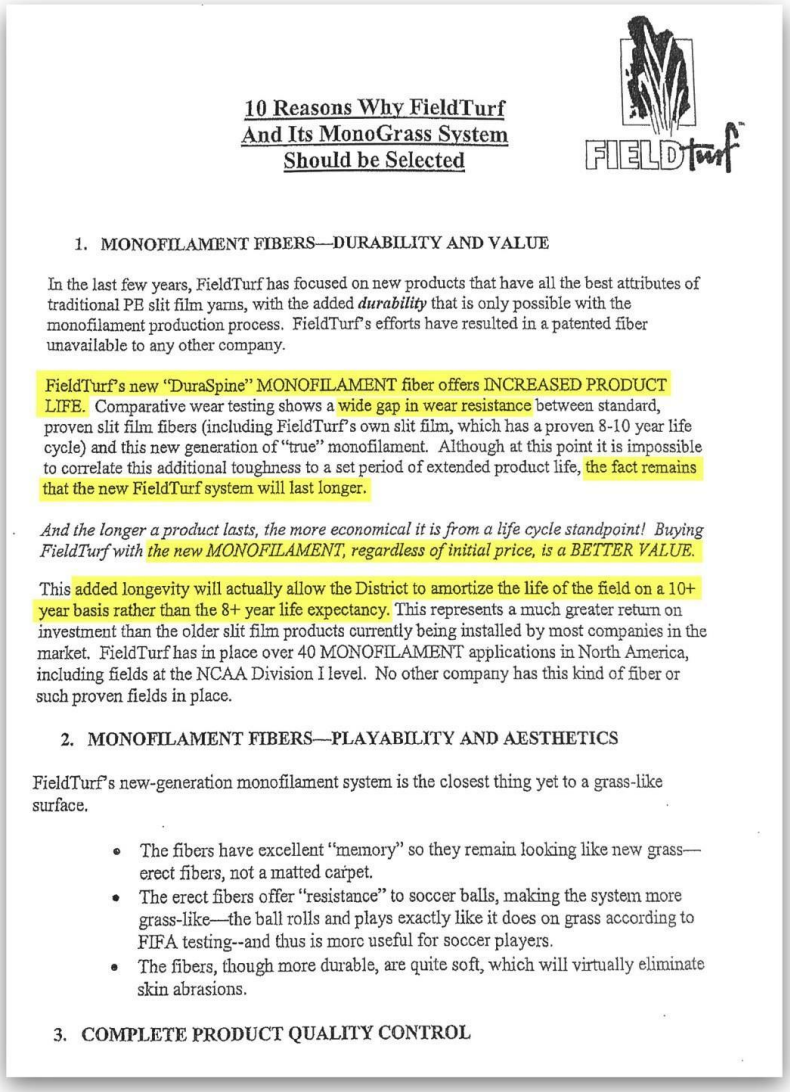
ANSWER: FieldTurf admits the allegations in Paragraph 64 of the Second Amended Complaint.

> *65. Likewise, in a key marketing document entitled, "10 Reasons Why FieldTurf and Its MonoGrass System Should be Selected," FieldTurf again cited supposed "testing" to claim that Duraspine Turf would "last longer" and had a "wide gap in wear resistance" over slit film fibers, "including FieldTurf's own slit film, which has a proven 8-10 year life."*

ANSWER: FieldTurf admits that there is a document titled "10 Reasons Why FieldTurf And Its Monograss System Should be Selected" containing the selective quoted language in Paragraph 65

of the Second Amended Complaint, but denies Plaintiffs' characterization of the quoted language and the document and denies the remaining allegations in Paragraph 65 of the Second Amended Complaint.

66. In the same document, FieldTurf underscored that the durability and longer life of Duraspine Turf was a "fact" and that Duraspine's supposed longevity "will allow [the buyer] to amortize the life of the field on a 10+ year basis."



10 Reasons Why FieldTurf And Its MonoGrass System Should be Selected

FIELDturf

1. MONOFILAMENT FIBERS—DURABILITY AND VALUE

In the last few years, FieldTurf has focused on new products that have all the best attributes of traditional PE slit film yarns, with the added ***durability*** that is only possible with the monofilament production process. FieldTurf's efforts have resulted in a patented fiber unavailable to any other company.

FieldTurf's new "DuraSpine" MONOFILAMENT fiber offers INCREASED PRODUCT LIFE. Comparative wear testing shows a wide gap in wear resistance between standard, proven slit film fibers (including FieldTurf's own slit film, which has a proven 8-10 year life cycle) and this new generation of "true" monofilament. Although at this point it is impossible to correlate this additional toughness to a set period of extended product life, the fact remains that the new FieldTurf system will last longer.

And the longer a product lasts, the more economical it is from a life cycle standpoint! Buying FieldTurf with the new MONOFILAMENT, regardless of initial price, is a BETTER VALUE.

This added longevity will actually allow the District to amortize the life of the field on a 10+ year basis rather than the 8+ year life expectancy. This represents a much greater return on investment than the older slit film products currently being installed by most companies in the market. FieldTurf has in place over 40 MONOFILAMENT applications in North America, including fields at the NCAA Division I level. No other company has this kind of fiber or such proven fields in place.

2. MONOFILAMENT FIBERS—PLAYABILITY AND AESTHETICS

FieldTurf's new-generation monofilament system is the closest thing yet to a grass-like surface.

- The fibers have excellent "memory" so they remain looking like new grass—erect fibers, not a matted carpet.
- The erect fibers offer "resistance" to soccer balls, making the system more grass-like—the ball rolls and plays exactly like it does on grass according to FIFA testing--and thus is more useful for soccer players.
- The fibers, though more durable, are quite soft, which will virtually eliminate skin abrasions.

3. COMPLETE PRODUCT QUALITY CONTROL

ANSWER: FieldTurf admits that the "10 Reasons Why FieldTurf And Its Monograss System Should be Selected" document mentioned in Paragraph 65 of the Second Amended Complaint contains the selective quoted language in Paragraph 66 of the Second Amended Complaint, but

denies Plaintiffs' characterization of that language and denies the remaining allegations in Paragraph 66 of the Second Amended Complaint.

67. The "10 Reasons Why" document was part of a national marketing campaign distributed to all potential customers. FieldTurf specifically intended for customers to rely on the information in the document, as well as information in its other sales and marketing materials

ANSWER: FieldTurf denies the allegations in Paragraph 67 of the Second Amended Complaint.

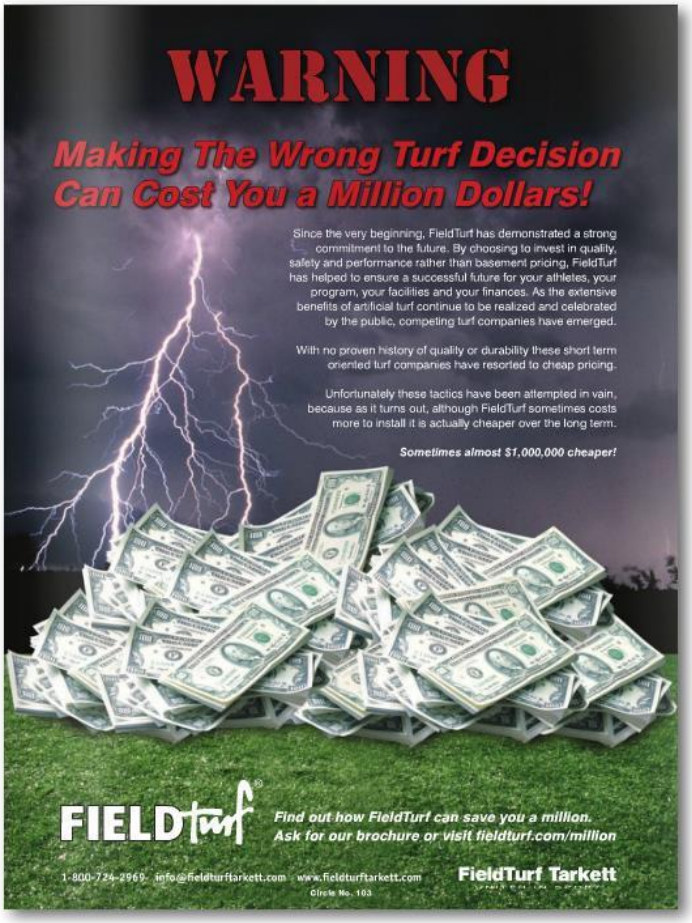
68. A typical FieldTurf marketing pitch from 2005 to 2012 claimed Duraspine Turf fields "would virtually eliminate the maintenance costs associated with natural grass and could be used 12 months a year, dawn to dusk and under the lights." It continued, "[t]hese fields would also last far longer than competitor turfs and even FieldTurf's previous products."

ANSWER: FieldTurf denies the allegations in Paragraph 68 of the Second Amended Complaint.

69. Further, FieldTurf boasted about its unrivaled and rigorous quality control, its eight-year warranty (which it claimed the fields would far outlast), and the fact that "FieldTurf has nothing to hide." Duraspine's remarkable qualities, it proclaimed, was "[n]o marketing spin."

ANSWER: FieldTurf admits that there is a document that contains the selective quoted language in Paragraph 69 of the Second Amended Complaint, but denies Plaiontiffs' characterization of that language and denies the remaining allegations in Paragraph 69 of the Second Amended Complaint.

70. FieldTurf emphasized that, even though its products may initially be more expensive than its competitors' products to install, "it is actually cheaper over the long run," and FieldTurf's products would potentially save the customer up to $1 million on a single installation:



ANSWER: FieldTurf admits that there is a document that contains the selective quoted language, but denies Plaintiffs' characterization of that language and denies the remaining allegations in Paragraph 70 of the Second Amended Complaint.

E. FieldTurf's Marketing Succeeded in Inducing Consumers to Buy Duraspine Turf at Premium Prices

71. FieldTurf's marketing efforts were successful. As FieldTurf intended, customers believed FieldTurf's representations about the supposed durability, performance, and lifespan of Duraspine Turf and were induced to contract for the purchase and installation of Duraspine Turf fields.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71 of the Second Amended Complaint, and therefore denies them.

72. As a result of its deceptive and misleading sales and marketing campaign, FieldTurf's sales of Duraspine Turf fields nearly doubled within a few years.

ANSWER: FieldTurf denies the allegations in Paragraph 72 of the Second Amended Complaint.

73. Likewise, as FieldTurf intended, its representations about Duraspine Turf's supposedly improved fiber, durability, and lifespan also allowed FieldTurf to charge a premium price for the product.

ANSWER: FieldTurf denies the allegations in Paragraph 73 of the Second Amended Complaint.

74. FieldTurf's Duraspine Turf fields were the most expensive on the market. The average price for a Duraspine Turf Field was between $300,000 and $500,000, with some consumers paying more than $1 million for construction and installation.

ANSWER: FieldTurf denies the allegations in Paragraph 74 of the Second Amended Complaint.

75. A typical field was sold for an average premium of at least $85,000, or approximately about $1 per square foot, more than the competition.

ANSWER: FieldTurf denies the allegations in Paragraph 75 of the Second Amended Complaint.

76. Again, purchasers were induced to pay the premium price for Duraspine Turf because they were induced by FieldTurf's alleged ***factual*** *representations about the product, including that testing supposedly showed the product had a lifespan of more than ten years—and, therefore, would allow amortization of the cost over that period. Indeed, court records from FieldTurf's own lawsuit (discussed below) show that town and school officials frequently pointed to "FieldTurf's claims about fields lasting 10-plus years," as well as the warranties (discussed below) to win over skeptical residents worried about the price tag for the Duraspine Turf fields.*

ANSWER: FieldTurf denies the allegations in Paragraph 76 of the Second Amended Complaint.

77. These same representations were made to and relied upon by Plaintiffs here. For example:

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 77 of the Second Amended Complaint, about what Plaintiffs relied upon, and therefore denies it. FieldTurf denies the remaining allegations in Paragraph 77 of the Ssecond Amended Complaint.

78. Newark: A FieldTurf representative, Perry DiPiazza ("DiPiazza"), convinced Newark employees that the FieldTurf product was the best artificial turf available, with a quality of design and materials and a durability and useful life that

no competitor could match. Among other things, DiPiazza provided Newark employee Satish Desai (Desai") and others with promotional materials containing misrepresentations on which Newark relied. These materials included the "10 Reasons Why" document, which was emailed to Desai in March 2008.

ANSWER: FieldTurf admits that Perry DiPiazza sent certain materials to Satish Desai in March 2008, but lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 78 of the Second Amended Complaint, and therefore denies them.

79. Carteret: In fall 2006, DiPiazza also provided the "10 Reasons Why" document to Carteret and other marketing materials that boasted FieldTurf, unlike its competitors who had "no track record, no testing, no engineering and no expertise," had "proven performance," "proven quality," and "proven limited risk." FieldTurf represented to Carteret that Duraspine Turf was a solid investment because it was the only artificial turf company with "fields in use every day after 7 or more years."

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79 of the Second Amended Complaint, and therefore denies them.

80. Santa Ynez: Likewise, in fall 2005, FieldTurf's Regional Sales Representative, Tim Coury ("Coury"), told Santa Ynez's Athletic Director, Ken Fredrickson, that the Duraspine Turf product had a useful life of ten-plus years, and would last beyond the eight year warranty period, discussed below.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80 of the Second Amended Complaint, and therefore denies them.

81. Fremont: In August 2006, FieldTurf provided Fremont employees marketing materials stating that that Duraspine Turf would hold up well after nine years of use, with 3,000 hours of use per year.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81 of the Second Amended Complaint, and therefore denies them.

82. Levittown: In or around spring 2008, FieldTurf representatives, including Marty Lyons, provided Levittown employees, including Joseph Ewald and Keith Snyder, with two boxed samples of complete Duraspine Turf field systems, including infill, and promotional materials. These promotional materials had printed representations on them, including that UV inhibitors were added to the product to make it "UV resistant" and to give it "twice the resistance to UV rays as that of other fibers." The representations also claimed that the product is "far more resistant to

foot traffic," includes tufts of eight blades to "deliver unmatched durability," includes ten pounds per square foot of infill, and would last more than ten years. Levittown relied on these misrepresentations in selecting the Duraspine Turf product.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82 of the Second Amended Complaint, and therefore denies them.

83. Neshannock: FieldTurf also represented in its marketing materials given to Neshannock in or around spring 2008 that the expected useful life of Duraspine Turf was 10+ years, which was supported by "10 Year Cost Analysis FieldTurf v. Natural Grass" marketing brochure provided to Neshannock, and that Duraspine Turf had durability and longevity superior to its competitors' turf products.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 83 of the Second Amended Complaint, and therefore denies them.

84. Hudson: Hudson purchased Duraspine Turf fields based in part on FieldTurf's representations to the market throughout the 2007-2009 period that the fields had superior materials and design such that they had greater durability and resistance to wear, matting, and UV than competing products and a useful lifespan of more than ten years. DiPiazza served as FieldTurf's representative to Hudson in the sales process and thereafter.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84 of the Second Amended Complaint, and therefore denies them.

F. FieldTurf Also Warrantied the Duraspine Turf Fields

85. Finally, although FieldTurf assured customers they likely would never need a warranty, it provided an express eight-year warranty for purchases of Duraspine Turf.

ANSWER: FieldTurf admits that it provided express warranties for purchases of Duraspine Turf, but denies the remaining allegations in Paragraph 85 of the Second Amended Complaint.

86. The warranty stated:

> FieldTurf USA warrants that if [Duraspine Turf] proves to be defective in material or workmanship, resulting in premature wear, during normal and ordinary use of the Product for sporting activities set out below or for any other uses for which FieldTurf gives written authorization, within 8 years from the date of completion of installation, FieldTurf will, at FieldTurf's option,

> either repair or replace the affected area without charge, to the extent required to meet the warranty period (but no cash refunds will be made).

ANSWER: FieldTurf admits that some of its warranties contain the selective quoted language in in Paragraph 86 of the Second Amended Complaint, but denies that all of its warranties are identical.

87. On information and belief, FieldTurf provided customers with the eight-year warranty only after the customer had been induced to contract, and had contracted, to purchase and install a field.

ANSWER: FieldTurf denies the allegations in Paragraph 87 of the Second Amended Complaint.

88. As further detailed below, no "notice" of any breach of warranty is required here because FieldTurf knew and was aware of the inherent defects in the Duraspine Turf fields when they marketed, sold, and installed them. In addition, FieldTurf itself was aware that an alarming number of fields were failing as a result of the known, inherent defects in the product, and that customers were complaining. Yet FieldTurf intentionally ignored the issue, instructing its field representatives not to affirmatively inspect Duraspine Turf fields for signs of failure due to the defects and not to tell customers when FieldTurf itself had observed, with its expert understanding, the symptoms of field failure.

ANSWER: FieldTurf denies the allegations in Paragraph 88 of the Second Amended Complaint.

G. FieldTurf Knew Duraspine Turf Was Not What FieldTurf Represented

89. Facts now emerging from FieldTurf's 2011 lawsuit and from the NJ Advance Media investigation have begun to reveal that, from the moment it sold and installed its first Duraspine Turf field, FieldTurf knew the product did not have the quality and durability needed for a long-term field installation, let alone the "unmatched" and "breakthrough" properties and lifespan FieldTurf represented and promised.

ANSWER: FieldTurf denies the allegations in Paragraph 89 of the Second Amended Complaint.

90. In early 2004, FieldTurf and its consultants began examining the tests its supplier, Mattex, was performing on the Duraspine fiber itself. FieldTurf determined Mattex's tests were inadequate and could not realistically determine the durability of the fiber. Thus, in late 2004, FieldTurf began to perform its own testing. However, FieldTurf used non-standard testing equipment that, it knew, did not produce results that reliably equated to a field's expected lifespan.

ANSWER: FieldTurf admits that it conducted, or had conducted on its behalf, testing of Evolution fiber supplied by Mattex, but denies the remaining allegations in Paragraph 90 of the Second Amended Complaint.

> *91. By at least early 2005, FieldTurf's own testing showed a drop in the fiber's expected performance, with the fiber "fibrillating" within one-third of the expected wear time. The results were so materially different than expected that FieldTurf contacted representatives of Mattex to inquire about the formula and raw materials used.*

ANSWER: FieldTurf denies the allegations in Paragraph 91 of the Second Amended Complaint.

> *92. In spring 2005, FieldTurf learned of more evidence confirming major problems with the fiber's durability. Bonar Yarns & Fabrics Ltd. ("Bonar Yarns"), another FieldTurf supplier, reported that the fiber showed "poor results" on a standard industry test called the Lisport test, used by FIFA (the world-wide governing body for soccer). In a May 30, 2005 email from Frans Harmeling ("Harmeling") at Bonar Yarns to Gilman, Harmeling stated, "[w]e have just finished testing of the Mattex monofilament for the second time, again with poor results in the Lisport test! As you [sic] aware, the Lisport test is adapted as standard by FIFA and other sports bodies, it should simulate 5 years of use at 1500 playing hours per year."*

ANSWER: FieldTurf admits that there is a May 30, 2005 email containing the selective quoted language in Paragraph 92 of the Second Amended Complaint, but denies Plaintiffs' characterization of that language and denies the remaining allegations in Paragraph 92 of the Second Amended Complaint.

> *93. John Gilman expressed concern about Bonar Yarns' report. In a May 2005 email to FieldTurf's director of manufacturing, Derek Bearden, John Gilman questioned whether FieldTurf had "erred in our over exuberance in the adoption of the monofilament yarns, specifically the Mattex yarns?"*

ANSWER: FieldTurf admits that there is an email from May 2005 that contains the selective quoted language in Paragraph 93 of the Second Amended Complaint, but denies Plaintiffs' characterization of that language and denies the remaining allegations in Paragraph 93 of the Second Amended Complaint.

> *94. The next day, Bearden said FieldTurf would "run another series" of tests with some adjustments to the infill John Gilman requested, although Bearden doubted that*

would significantly change the results. Further, he acknowledged the Mattex fibers "pull out" in the Lisport test and that this was also seen and "reported" in FieldTurf's internal tests. Bearden noted the "finger coating" method FieldTurf used to attach the fiber to the backing was not reliable and secure, and he preferred to use a "full" coating construction.

ANSWER: FieldTurf admits that there is an email that contains the selective quoted language in Paragraph 94 of the Second Amended Complaint, but denies Plaintiffs' characterization of that language and denies the remaining allegations in Paragraph 94 of the Second Amended Complaint.

95. The known defects with Duraspine Turf within FieldTurf were such that, in July 2005, Jim Mendenhall, FieldTurf's primary installer on the west coast, cautioned that FieldTurf should not go ahead with its planned market launch in fall of 2005 because FieldTurf had "no idea whether it [Duraspine Turf] will work" and that FieldTurf should not "rush a product to market and have it fail."

ANSWER: FieldTurf admits that Jim Mendenhall sent an email in 2005 that contains the selective quoted language in Paragraph 95 of the Second Amended Complaint, but denies Plaintiffs' characterization of this email and denies the remaining allegations in Paragraph 95 of the Second Amended Complaint.

96. At that same time, FieldTurf's Bearden underscored that turf made from monofilament fibers, such as Duraspine, was inherently less durable than other turf designs. Bearden emphasized that "we all know there is an issue with tuft bind on bundled mono fibers," meaning the fiber was susceptible to shedding and shearing off, and that the "finger-coating" method of adhesion FieldTurf chose to use exacerbated the tuft bind issues. Bearden highlighted that these were all "known issues" with Duraspine Turf.

ANSWER: FieldTurf admits that Derek Bearden sent an email that contains the selective quoted language in Paragraph 96 of the Second Amended Complaint, but denies Plaintiffs' characterizations of this email and denies the remaining allegations in Paragraph 96 of the Second Amended Complaint.

97. In mid-2005, FieldTurf also ran internal tests on the Duraspine Turf at a facility in France. In an August 10, 2005 email, Pascal Harel, Outdoor & Tennis Product Manager at FieldTurf SAS in France, told John Gilman that each of the five samples tested deteriorated 40- 80% after tests simulating just five to six years of

use—well short of the more than ten-year lifespan FieldTurf claimed Duraspine Turf had, and even short of the eight-year warranty FieldTurf touted as unnecessary.

ANSWER: FieldTurf admits that there is an August 10, 2005 email from Pascal Harel to John Gilman discussing the testing of five samples of Evolution, but denies Plaintiffs' characterization of this email and denies the remaining allegations in Paragraph 97 of the Second Amended Complaint.

98. In sum, from the moment FieldTurf began selling Duraspine Turf fields to customers like Plaintiffs and Class members, it knew: (a) Duraspine Turf was defective and not fit for its ordinary, expected use; and (b) FieldTurf's representations concerning Duraspine Turf's durability and lifespan were false and contradicted by its own testing, as well as by testing by others.

ANSWER: FieldTurf denies the allegations in Paragraph 98 of the Second Amended Complaint.

99. Nevertheless, FieldTurf pushed Duraspine Turf to market.

ANSWER: FieldTurf denies the allegations in Paragraph 99 of the Second Amended Complaint.

100. Likewise, throughout the time it sold and installed Duraspine Turf fields, FieldTurf repeatedly confirmed its awareness that Duraspine Turf was defective, lacked necessary strength, durability, and resistance and did not have the lifespan FieldTurf claimed.

ANSWER: FieldTurf denies the allegations in Paragraph 100 of the Second Amended Complaint.

101. In 2006, FieldTurf's operations director for Latin America informed FieldTurf's CEO and other high-ranking executives that Duraspine Turf fields installed in 2005 (made of the same materials as those sold to Plaintiffs and Class members here) already were showing signs of premature deterioration. He stated that, in fields in South America, "[t]he corner kick and goal mouth areas are showing premature wear in both the small fields and the big fields."

ANSWER: FieldTurf admits there is an email that contains the selective quoted language in Paragraph 101 of the Second Amended Complaint, but denies Plaintiffs' characterization of this email and denies the remaining allegations in Paragraph 101 of the Second Amended Complaint.

102. Around the same time, this employee reported on a customer complaint that a Duraspine Turf field installed in 2005 was in worse condition than a slit-film field installed in 2003. The employee concluded, "I gather that the mono fiber [Duraspine] did not perform as expected."

ANSWER: FieldTurf admits that an employee who worked outside of the United States sent an email with the selective quoted language in Paragraph 102 of the Second Amended Complaint, but denies Plaintiffs' characterization of this email and denies the remaining allegations in Paragraph 102 of the Second Amended Complaint.

> *103. Likewise, in January 2006, a FieldTurf employee observed that a Duraspine Turf field installed near Paris just nine months before was already failing. Although not "visible" to the customer, the FieldTurf employee observed that the "grass" fiber had lost its resiliency and was laying down due to "the characteristics of the fiber." The employee did not alert the customer to the defects in and deterioration of the field.*

ANSWER: FieldTurf admits there is an email from December 2005 that contains the selective quoted language in Paragraph 103 of the Second Amended Complaint, but denies Plaintiffs' characterization of the email and denies the remaining allegations in Paragraph 103 of the Second Amended Complaint.

> *104. As a result of these reports, FieldTurf's then-CEO John Gilman wrote to Mattex in December 2006, explaining, "We are seeing fields showing splitting* ***under a year of play*** *and have already had to replace one full-sized field due to* ***yarn failure after only a few months of installation****!" When van Balen tried to brush off the evidence that the fiber was defective, John Gilman emphatically retorted "****we know*** *with heavy use,* ***the fiber is coming apart****." By New Year's Eve 2006, John Gilman admitted to van Balen that FieldTurf expected more complaints when other customers realized Duraspine Turf was defective, stating: "It's all about that old story of waiting for the next shoe to drop. We have had a few failures as you know. The question is . . . will many others fail? Who knows?"*

ANSWER: FieldTurf admits there is an email from John Gilman in December 2006 that contains the selective quoted language, but denies Plaintiffs' characterization of this language and denies the remaining allegations in Paragraph 104 of the Second Amended Complaint.

> *105. John Gilman further warned Mattex that the apparent problem with Duraspine Turf could lead FieldTurf to submit a warranty claim to Mattex—which in turn might interfere with Mattex's effort to be acquired by another entity, Royal*

Ten Cate N.V. ("TenCate").[5] *(That acquisition eventually did occur and was personally very lucrative for van Balen).*

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 105 of the Second Amended Complaint, and therefore denies them.

106. FieldTurf's vice president of operations, Kevin Reynolds, later testified that it was "very clear" to FieldTurf that Duraspine Turf "was not living up to expectations." Reynolds "recall[ed] having discussions privately, informally, with our marketing people and from an operational standpoint making the point that, 'Hey, this product really isn't doing what we claim it's going to do, and you really need to back up because it's creating a major pain in my backside.'"

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 106 of the Second Amended Complaint.

107. In 2007, Ken Gilman (John Gilman's son and a FieldTurf executive) repeatedly tried to raise an alarm within FieldTurf about Duraspine Turf's defects and the misrepresentations FieldTurf was making to its customers and potential customers. Among other things, Ken Gilman arranged a trip for FieldTurf's then-Interim CEO David Moszkowski ("Moszkowski"), to visit New Jersey to learn more about the problems with Duraspine Turf. Ken Gilman summarized the findings of the trip in an email. He wrote:

> [**Duraspine] is nowhere near as robust or resilient as we initially thought** and probably will not last that much longer than a high quality slit-film yarn. . .. In all likelihood in years 5 and 6 these Duraspine Turf fields will be matted down and fibrillating pretty heavily. . .. **Our marketing claims and sales pitches need to reflect this reality**.

Duraspine, he explained, was "beginning to deteriorate at an alarming rate." Ken Gilman further stated that the "advantages of monofilament (have) been exaggerated."

ANSWER: FieldTurf admits that Ken Gilman is John Gilman's son and some FieldTurf employees took a trip to New Jersey in 2007 and there is an email that contains the selective quoted language in Paragraph 107 of the Second Amended Complaint, but denies Plaintiffs'

[5] TenCate refers collectively to Royal Ten Cate N.V., its subsidiary TenCate Thiolon Midde East LLC, and any other affiliated entities.

characterizations of the email. In particular, FieldTurf denies that "Duraspine" is a proper synonymous replacement for "This yarn," the actual words in the quoted email. FieldTurf further denies that Duraspine Turf has "defects" as alleged in Paragraph 107 of the Second Amended Complaint. FieldTurf denies the remaining allegations in Paragraph 107 of the Second Amended Complaint.

> *108. Ken Gilman also noted that "[t]he eventuality of filaments [i.e., fibers] coming out" was such an inherent quality of the Duraspine Turf product that it "should be part of the sales process/presentation" so that customers who did not want "tuft loss" could, instead, buy a slit-film product.*

ANSWER: FieldTurf admits that there is an email from Ken Gilman that contains the selective quoted language in Paragraph 108 of the Second Amended Complaint, but denies Plaintiffs' characterization of the email and denies the remaining allegations in Paragraph 108 of the Second Amended Complaint.

> *109. Ken Gilman also observed that FieldTurf was foisting unnecessary and ineffective maintenance equipment on its customers, such as the "SMG Sportchamp," which Ken Gilman concluded was a "glorified vacuum cleaner" that, contrary to sales representations made by FieldTurf, would not "rejuvenate a field."*

ANSWER: FieldTurf admits that there is an email from Ken Gilman that contains the selective quoted language in Paragraph 109 of the Second Amended Complaint, but denies Plaintiffs' characterization of the email and denies the remaining allegations in Paragraph 109 of the Second Amended Complaint.

> *110. FieldTurf's lawyer opined that the email above was discoverable and could be used against FieldTurf in litigation. Ken Gilman then asked FieldTurf's IT consultant whether the email chain could be permanently destroyed, explaining:*
>
> > It's our lawyer's opinion that this email thread contains information that could be used against us in a lawsuit as it is 'discoverable' . . . Can we somehow get it zapped off?
> >
> > Ken Gilman copied CEO Moszkowski on his request to "zap[] off" the email

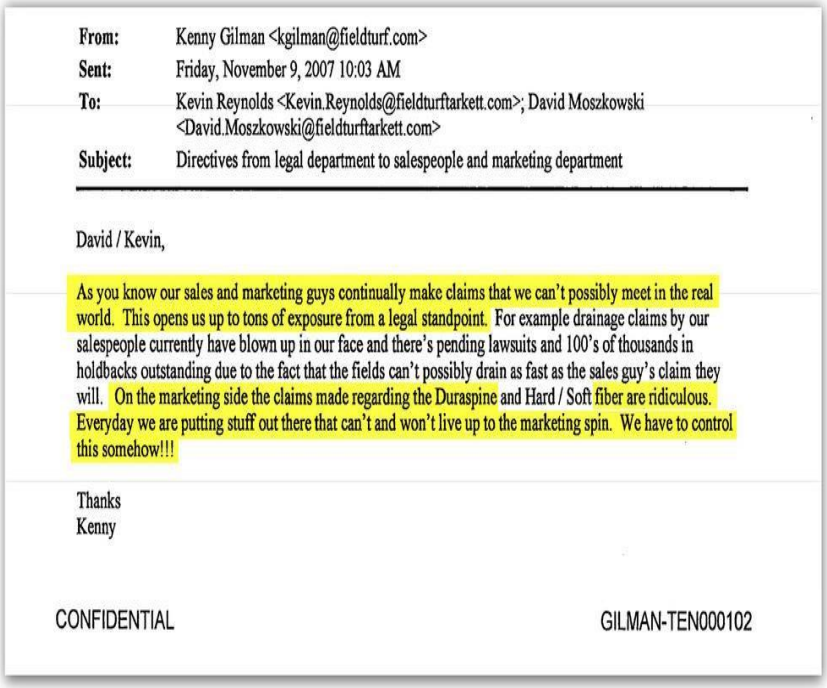
confirming Duraspine's defects.

ANSWER: FieldTurf admits there is an email from Ken Gilman that contains the selective quoted language in Paragraph 110 of the Second Amended Complaint, but denies Plaintiffs' characterization of the email and denies the remaining allegations in Paragraph 110 of the Second Amended Complaint.

> *111. The IT consultant responded and said it was not likely the email could be wiped from FieldTurf's systems. He also understood that "[l]egally, it is not possible. . . . . You would be asking me . . .. . . to commit a possible crime."*

ANSWER: FieldTurf admits that an email with the selective quoted language in Paragraph 111 of the Second Amended Complaint exists, but denies Plaintiffs' characterization of that email and denies the remaining allegations contained in Paragraph 111 of the Second Amended Complaint.

> *112. Ken Gilman persisted in urging Moszkowski and his successors to revise FieldTurf's sales and marketing claims because FieldTurf knew the Duraspine Turf fields "can't possibly meet" the claim, FieldTurf was making to the market:*



From: Kenny Gilman <kgilman@fieldturf.com>
Sent: Friday, November 9, 2007 10:03 AM
To: Kevin Reynolds <Kevin.Reynolds@fieldturftarkett.com>; David Moszkowski <David.Moszkowski@fieldturftarkett.com>
Subject: Directives from legal department to salespeople and marketing department

David / Kevin,

As you know our sales and marketing guys continually make claims that we can't possibly meet in the real world. This opens us up to tons of exposure from a legal standpoint. For example drainage claims by our salespeople currently have blown up in our face and there's pending lawsuits and 100's of thousands in holdbacks outstanding due to the fact that the fields can't possibly drain as fast as the sales guy's claim they will. On the marketing side the claims made regarding the Duraspine and Hard / Soft fiber are ridiculous. Everyday we are putting stuff out there that can't and won't live up to the marketing spin. We have to control this somehow!!!

Thanks
Kenny

CONFIDENTIAL GILMAN-TEN000102

ANSWER: FieldTurf admits that an email that contains the selective quoted language in Paragraph 112 of the Second Amended Complaint exists, but denies Plaintiffs' characterization of the email and denies the remaining allegations in Paragraph 112 of the Second Amended Complaint.

113. Despite knowing Duraspine Turf was a weak, inferior product that "can't possibly" meet the marketing claims, FieldTurf installed 317 Duraspine Turf fields in 2007 valued no less than $127 million.

ANSWER: FieldTurf denies the allegations in Paragraph 113 of the Second Amended Complaint.

114. In a February 2008 email to Moszkowski, Ken Gilman again wrote that "Duraspine is not all that it's cracked up to be especially in terms of wear resistance."

ANSWER: FieldTurf admits a February 2008 email from Ken Gilman that contains the selective quoted language in Paragraph 114 of the Second Amended Complaint exists, but denies Plaintiffs' characterization of the email and denies the remaining allegations in Paragraph 114 of the Second Amended Complaint.

115. Around the same time, Ken Gilman also emphasized that marketing claims about the "memory" and supposed ability of Duraspine fibers to spring back and stay upright were materially overstated and misleading. After receiving a complaint from a Duraspine Turf field customer in Pennsylvania about "layover" in a field (i.e., fibers laying down instead of staying upright), Ken Gilman reminded FieldTurf executives that "All fields will layover regardless of the type of fiber used. ***That is a fact.*** *This needs to be communicated to reps and clients."*

ANSWER: FieldTurf admits that an email from Ken Gilman that contains the selective quoted language in Paragraph 115 of the Second Amended Complaint exists, but denies Plaintiffs' characterization of that language and denies the remaining allegations in Paragraph 115 of the Second Amended Complaint.

116. Likewise, FieldTurf was aware that the "spine" design (called the "geometry" of the fiber) was not appropriate for turf that would be under repeated, forceful compression from athletic and other uses. Tensile and compressive forces occur inside any filament when it is forced to bend. These forces become more extreme in a filament with a cross-section, like Duraspine, that is designed to ***resist*** *bending. Forced bending of a filament with these cross-section characteristics can easily result in failure due to mechanical degradation, i.e., fibrillation and disintegration of the turf fiber. FieldTurf knew this was the case with the Duraspine Turf fibers. In sum, the fiber "memory" qualities and design FieldTurf touted as making Duraspine Turf superior and more long-lasting than other products, in fact was an inherent defect in the product that stripped it of long-lasting resistance to wear and made it unsuitable for its ordinary and expected use as an athletic field.*

ANSWER: FieldTurf denies the allegations in Paragraph 116 of the Second Amended Complaint.

117. When FieldTurf named Joe Fields as CEO in March 2008, Ken Gilman again sought to engage FieldTurf upper management, stating "Irresponsible sales and marketing claims are made continuously that the product [Duraspine Turf] simply ***cannot possibly technically deliver on****." Ken Gilman opined that the false representations "set[] us up for future claims, unhappy customers, lawsuits, etc."*

ANSWER: FieldTurf admits Joe Fields became CEO of FieldTurf in 2008, but lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 117 of the Second Amended Complaint, and therefore denies them.

118. FieldTurf did not revise its sales and marketing claims, let alone pull the Duraspine Turf products from the market or tell any customers that the fields "cannot possibly technically" meet FieldTurf's claims. Instead, in 2008 FieldTurf fired Ken Gilman—and doubled-down and signed another exclusive supply agreement for Duraspine with TenCate in or around July 2008.

ANSWER: FieldTurf admits that it signed a supply agreement with TenCate in 2008, but denies the remaining allegations in Paragraph 118 of the Second Amended Complaint.

119. Notably, that same year, FieldTurf's sales of Duraspine Turf peaked, with 419 installations in the United States generating at least $168 million in sales for FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 119 of the Second Amended Complaint.

H. FieldTurf's "Finger-Coating" Method Did Not Adequately Secure the Fiber to the Backing

120. In manufacturing infill turf fields, fibers are stitched or "tufted" into a backing material in rows to allow cleats to penetrate the infill material rather than the fiber on the surface of the field. This spacing formula was intended to provide a better play experience.

ANSWER: FieldTurf admits the allegations in Paragraph 120 of the Second Amended Complaint.

121. After fibers are tufted into the backing, polyurethane is applied to secure the fibers in place. The purpose of the polyurethane coating is to prevent "tuft bind" issues. Tuft bind is a problem when fibers pull out of the backing, and occurs when the coating (which serves as a secondary backing) does not sufficiently lock individual fibers in place.

ANSWER: FieldTurf admits that after fibers are tufted into a backing, polyurethane is applied to secure the fibers. FieldTurf denies the remaining allegations in Paragraph 121 of the Second Amended Complaint.

122. Tuft bind failures cause fibers to lay on top of the field like grass after a lawn has been mowed.

ANSWER: FieldTurf admits that tuft bind failures may cause fibers to lay on top of the field, but denies the remaining allegations in Paragraph 122 of the Second Amended Complaint.

123. Before FieldTurf began commercially manufacturing and selling Duraspine Turf fields, FieldTurf's then-Vice President of Manufacturing, Bearden, recommended using an existing method of a full coating of polyurethane to cover the entire backing in the Duraspine Turf fields, and then adding punch holes between the rows of tufts to facilitate drainage.

ANSWER: FieldTurf denies the allegations in Paragraph 123 of the Second Amended Complaint.

124. FieldTurf ignored Bearden's recommendation and, instead, chose to use a "finger- coating" method to apply the polyurethane. This method applied polyurethane only to the back of each row of tufted fibers, leaving the rest of the backing material between the tuft rows entirely uncoated.

ANSWER: FieldTurf admits that it used a "finger-coating" method to apply polyurethane to Duraspine Turf fields, but denies the remaining allegations in Paragraph 124 of the Second Amended Complaint.

125. The result was just what was expected: Duraspine Turf fields experienced significant tuft bind failures because the finger-coating method was inadequate to secure the tufts in ordinary and expected use of the fields.

ANSWER: FieldTurf denies the allegations in Paragraph 125 of the Second Amended Complaint.

126. After receiving several complaints about tuft bind issues in Duraspine Turf fields, Bearden again told FieldTurf management (specifically, CEO John Gilman) that replacing the finger-coating method with the full coating alternative would "immediately make a significant difference."

ANSWER: FieldTurf admits that an email from Derek Bearden that contains the selective quoted language in Paragraph 126 of the Second Amended Complaint exists, but denies Plaintiffs'

characterization of the email and denies the remaining allegations in Paragraph 126 of the Second Amended Complaint.

127. FieldTurf refused to adopt the alternative method and chose to continue using the finger-coating method, which—like the "inferior" Duraspine fiber—cost less.

ANSWER: Fieldturf admits that it used the finger-coating method, but denies the remaining allegations in Paragraph 127 of the Second Amended Complaint.

128. And, rather than fix the tuft bind problem, FieldTurf concealed the defect by manipulating test results. FieldTurf's Senior Research and Development Project Manager, John Rodgers confirmed that FieldTurf routinely achieved passing scores for "tuft bind pull force" testing on Duraspine Turf products by "throwing out" the five lowest of the twenty pulls. Mr. Rodgers stated "When one picks and chooses data, any theory can be proved, sometimes with a catastrophic result, for example."

ANSWER: FieldTurf admits a document from John Rodgers that contains the selective quoted language in Paragraph 128 of the Second Amended Complaint exists, but denies Plaintiffs' characterization of that document and denies the remaining allegations in Paragraph 128 of the Second Amended Complaint.

129. FieldTurf compounded its fraud, and inflicted additional injuries on customers, when it launched a new field product in 2012, the "Revolution Turf" fields. The Revolution Turf fields used the new "Revolution" monofilament fiber created by FieldTurf in or around 2011, and FieldTurf began manufacturing and installing fields using the Revolution fiber instead of the Duraspine fiber.

ANSWER: FieldTurf admits that it launched a new monofilament product called Revolution in 2012 and that FieldTurf began manufacturing and installing Revolution turf fields after the product launched, but denies the remaining allegations in Paragraph 129 of the Second Amended Complaint.

130. The Revolution Turf suffers from at least the same attachment defects as Duraspine Turf (i.e., the tufts pull out due to the inferior and inadequate "finger-coating" one thread FieldTurf uniformly used in its monofilament turf fields).

ANSWER: FieldTurf denies the allegations in Paragraph 130 of the Second Amended Complaint.

I. FieldTurf Also Deceived Consumers About Infill and Safety Testing

131. The above were not the only lies and manipulations by FieldTurf. The culture of deception at FieldTurf was rampant.

ANSWER: FieldTurf denies the allegations in Paragraph 131 of the Second Amended Complaint.

132. Duraspine Turf field installation that FieldTurf represented in marketing materials and sales presentations as using ten pounds of infill per square foot of turf in the installations actually used far less based on FieldTurf's instructions to its installers.

ANSWER: FieldTurf admits that it represented in some marketing materials that certain fields would have ten pounds of infill per square foot of turf, but denies the remaining allegations in Paragraph 132 of the Second Amended Complaint.

133. An internal FieldTurf report confirmed that the "low infill phenomenon is real."

ANSWER: FieldTurf admits that a report by John Rodgers that contains the language, "The 'low infill' phenomenon is real, but it is the result of too little sand not a lack of rubber" exists, but denies Plaintiffs' characterization of this document and denies the remaining allegations in Paragraph 133 of the Second Amended Complaint.

134. Infill has a direct impact on the durability, safety, and performance of artificial turf systems.

ANSWER: FieldTurf admits that infill can have an impact on the durability, the safety and performance of an artificial turf field, but denies the remaining allegations in Paragraph 134 of the Second Amended Complaint.

135. On information and belief, the under-filling increased the rate of premature degradation of fields. When fields are not installed with the proper amount of infill, fibers will not stay erect, but will instead layover. Layover exposes the fibers to more wear, resulting in accelerated degradation and failures in artificial turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 135 of the Second Amended Complaint.

136. Further, FieldTurf knew that providing less infill per square foot than represented created a harder, sub-par playing surface, far from the "premium" product FieldTurf marketed and Plaintiffs, Class members, and, in many instances,

taxpayers, paid for. Nonetheless, FieldTurf billed (and was paid) for the promised materials and labor associated with the infill that customers did not receive.

ANSWER: FieldTurf denies the allegations in Paragraph 136 of the Second Amended Complaint.

137. On information and belief, FieldTurf's deceptive practice with respect to providing less than the represented amount of infill was and is so pervasive that it began with turf products that preceded the Duraspine Turf fields (such as the slit film products) and continues to this day.

ANSWER: FieldTurf denies the allegations in Paragraph 137 of the Second Amended Complaint.

138. Finally, FieldTurf also falsely touted allegedly "independent" safety studies in its marketing materials comparing artificial turf fields to natural grass.

ANSWER: FieldTurf denies the allegations in Paragraph 138 of the Second Amended Complaint.

139. The first study cited in FieldTurf's marketing materials, "Incidence, Causes, and Severity of High School Football Injuries On FieldTurf Versus Natural Grass," was authored by Bill S. Barnhill, M.D., and Michael C. Meyers, Ph.D. and published in August 2004 in the American Journal of Sports Medicine ("2004 Study").

ANSWER: FieldTurf admits a study titled, "Incidence, Causes, and Severity of High School Football Injuries On FieldTurf Versus Natural Grass" by Bill S. Barnhill, M.D. and Michael C. Meyers, Ph. D. exists and was was used in certain marketing materials, but denies the remaining allegations in Paragragh 139 of the Second Amended Complaint.

140. The second study cited in FieldTurf's marketing materials, "Incidence, Mechanisms, and Severity of Game-Related College Football Injuries on FieldTurf Versus Natural Grass – a 3-Year Prospective Study," was authored solely by Michael C. Meyers, Ph.D. and published in the American Journal of Sports Medicine in 2010 ("2010 Study").

ANSWER: Fieldturf admits the allegations in Paragraph 140 of the Second Amended Complaint.

141. In 2013, Dr. John Orchard published a paper in the British Journal of Sports Medicine alleging that both the 2004 Study and the 2010 Study were funded by FieldTurf and, therefore, were not "independent."

ANSWER: Fieldturf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 141 of the Second Amended Complaint, and therefore denies it.

J. As Customer Complaints About Duraspine Mounted, FieldTurf Denied Its Knowledge of the Problem

142. The inherent defects in Duraspine Turf's chemical composition, design, and tuft attachment were not apparent to the average customer. FieldTurf knew, for example, that a field could be close to catastrophic failure mode, and, yet, have a visually good appearance.

ANSWER: FieldTurf denies the allegations in Paragraph 142 of the Second Amended Complaint.

143. Nonetheless, in 2009 and 2010, FieldTurf received an "alarming number of complaints from customers" who purchased Duraspine Turf. The customers uniformly "complained that the fiber on their field[s] is fading, splitting, thinning and ultimately disintegrating within two to three years of installation."[6]

ANSWER: FieldTurf admits that the article cited to in footnote 6 of the Second Amended Complaint contains the selective quoted language in Paragraph 143 of the Second Amended Complaint, but denies Plaintiffs' characterization of this language and denies the remaining allegations in Paragraph 143 of the Second Amended Complaint.

144. Plaintiffs here experienced similar premature degradation of their Duraspine Turf fields. For example:

a. Levittown: By 2013, the fibers on the Levittown fields were tearing and shredding, leading to degradation so complete that in many areas players and referees could not see the lines on the fields because the colored fibers had completely broken off above the black infill. Coaches have had to move drills because of problem areas on the fields, and have had to limit practices to certain areas of the fields until repairs could be made. On at least six occasions, referees or other officials threatened to cancel games because of the condition of the field and only agreed to hold the games upon assurances that repairs would be made before any subsequent games.

b. Newark: Likewise, as Newark's football coach at Malcolm X Shabazz High School described the Duraspine Turf field at that school, "You grab it and it rips. It rips like grass. And it was really bad [in 2015], and we were almost talking about canceling games." On information and belief, from the date of installation through 2016, more than fifty repairs were required on

[6] Summary of Results of Investigation Into Causes of Fiber Failure (Dec. 20, 2010), http://media.nj.com/ledgerupdates_impact/other/2016/11/15/FT%20Internal%20Investigation.pdf.

Newark's Shabazz Field alone. Issues with the fields also have impaired Newark's ability to use them as athletic fields.

c. *Fremont: FieldTurf also knew Fremont's Irvington Ballfield was deteriorating prematurely. Results from January 26, 2011 impact attenuation testing—known as g-max testing—that FieldTurf commissioned for the Irvington Ballfield demonstrated significant fibrillation and test points that failed industry-accepted safety and quality standards, resulting in areas of the field not being suitable for normal use. Despite having this information, FieldTurf did not disclose the deficient turf before Fremont reported problems with the Irvington Ballfield. And even after Fremont contacted FieldTurf about issues with the Irvington Ballfield, FieldTurf denied that the field had any problems and assured Fremont that the deterioration was merely a function of normal wear and tear. Not until January 2016, when the contractor who performed the testing informed Fremont of the 2011 test results, did Fremont learn that the field was failing prematurely.*

ANSWER: FieldTurf denies it knew the Irvington Ballfield was deteriorating prematurely, and lacks sufficient knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 144 of the Second Amended Complaint, and therefore denies them.

145. In response to customer complaints and known defects, FieldTurf engaged in a systematic campaign to deceive customers and avoid FieldTurf's own warranties by (a) not disclosing that FieldTurf knew the installed product was defective in composition and design, (b) not telling customers when FieldTurf's own representatives observed symptoms of field failure, (c) minimizing field failures when customers actually observed it themselves, and (d) seeking to dissuade customers from enforcing their warranties. Key to this was FieldTurf's decision to place responsibility for responding to customer complaints in the hands of its sales and marketing organization, i.e., the very people who misled customers into buying the defective Duraspine Turf fields in the first place.

ANSWER: FieldTurf denies the allegations in Paragraph 145 of the Second Amended Complaint.

146. FieldTurf implemented a multi-faceted claims-handling process that was designed to avoid its obligations under the warranty and create an opportunity to sell its latest product at an additional charge to consumers.

ANSWER: FieldTurf denies the allegations in Paragraph 146 of the Second Amended Complaint.

147. Step one in the process was to deny to the existence of any known defect. FieldTurf abused its discretion under the warranties and, relying on its industry expertise, took advantage of Plaintiffs' and Class members' inability to detect field failures. Thus, when customers complained to FieldTurf that their Duraspine Turf

fields were experiencing issues, FieldTurf would cast the known defects as an anomaly or "normal wear and tear" or claim that the issues would improve with time.

ANSWER: FieldTurf denies the allegations in Paragraph 147 of the Second Amended Complaint.

148. FieldTurf followed this denial with delay. FieldTurf would advise consumers that, despite there being no issue requiring a repair or replacement, it would continue to monitor their fields for issues, and return for additional inspections in six to eight months. By repeating this deny-and-delay cycle on each field, FieldTurf was able to avoid taking action until the warranty period expired.

ANSWER: FieldTurf denies the allegations in Paragraph 148 of the Second Amended Complaint.

149. FieldTurf was aware, however, that it could not deny and delay taking any action on all fields. For those fields with more demanding consumers, FieldTurf invented a product called "FiberGuard." FiberGuard was a clear coat of paint that would be applied to the fiber in Duraspine Turf fields. FieldTurf knew that FiberGuard did nothing to repair fibers that had already degraded or fields that had already failed, and merely hoped that FiberGuard would slow the rate of premature deterioration and put defect claims outside the warranty period.

ANSWER: FieldTurf admits that in some cases it used a product called FiberGuard, which was a clear coat of paint that would be applied to the fiber in Duraspine turf fields, but denies the remaining allegations in Paragraph 149 of the Second Amended Complaint.

150. Further, although FiberGuard was set to be applied to all Duraspine Turf fields, FieldTurf expedited the application on fields in high UV areas that had only one or two years left in the warranty period. This was designed to buy FieldTurf a few extra years before Duraspine Turf fields completely, visibly failed and also put defect claims outside the warranty period.

ANSWER: FieldTurf denies the allegations in Paragraph 150 of the Second Amended Complaint.

151. From coast to coast, numerous customers of FieldTurf fell victim to FieldTurf's deceptive and unfair business practices in processing warranty claims, relying on FieldTurf's assurances that their deterioration was normal wear and tear not subject to a warranty claim or considered defective. Yet many of the Duraspine Turf fields that FieldTurf advised consumers were experiencing normal wear and tear were actually claimed to be defective by FieldTurf in the TenCate litigation.

ANSWER: FieldTurf denies the allegations in Paragraph 151 of the Second Amended Complaint.

152. Moreover, when FieldTurf actually replaced a field "at no cost" under the warranty, it only gave the customer more of the defective product. For example,

Valhalla High School in California purchased a defective Duraspine Turf field from FieldTurf in 2007, which began to fail within four years of installation. FieldTurf replaced the defective Duraspine Turf field with more of the defective turf. The replaced field has since failed again. Valhalla High School is one of many financially strapped FieldTurf customers across the country who was forced to take a second defective product from FieldTurf to avoid incurring further expense with FieldTurf.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations relating to Valhalla High School in Paragraph 152 of the Second Amended Complaint, and therefore denies them. FieldTurf further denies the remaining allegations in Paragraph 152 of the Second Amended Complaint.

153. For those FieldTurf customers who refused to accept more of the same, defective product, FieldTurf has found another means of taking advantage, namely offering to replace the defective Duraspine Turf field with an "upgrade" field for an additional cost. In some cases, the upgrade was actually more of the Duraspine Turf. For others, FieldTurf offered its new (but still defective) Revolution Turf product, which consisted of components developed entirely in-house at FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 153 of the Second Amended Complaint.

154. Again, Plaintiffs here were victims of all of the above tactics. For example:

ANSWER: FieldTurf denies the allegations in Paragraph 154 of the Second Amended Complaint.

155. Carteret: Carteret contacted FieldTurf regarding the premature degradation in April 2013. Carteret's DuPont initially spoke with FieldTurf's DiPiazza and Andrew Schwartz ("Schwartz") to report a warranty claim for the defective fields. Schwartz and DiPiazza informed DuPont that FieldTurf would need to conduct an inspection of each defective field. Five months later, FieldTurf conducted a formal inspection of the defective fields for the warranty claims.

ANSWER: FieldTurf admits that it had discussions with Carteret about its fields, but denies the remaining allegations in Paragraph 155 of the Second Amended Complaint.

156. More than a year passed before Carteret received any reliable information on the warranty claims, and that was only after DuPont sent a letter requesting a status update in October 2014. A week later, FieldTurf advised DuPont that he must meet with Schwartz and DiPiazza to discuss options moving forward. Thereafter, FieldTurf continued to stall. Carteret's numerous requests for status updates were continually met with delays.

ANSWER: FieldTurf denies the allegations in Paragraph 156 of the Second Amended Complaint.

157. Nearly two years after the initial call to FieldTurf, DiPiazza emailed DuPont apologizing for the delays and promising to ease Carteret's concerns: "Please trust that we will address your concerns. . . ." DiPiazza's email was a hollow gesture.

ANSWER: FieldTurf admits an email from Perry Dipiazza to John Dupont dated March 2, 2015 that contains the quoted language, "Please trust that we will address your **concerns as soon as the snow gets out of here**" (emphasis added) exists, but denies Plaintiffs' characterizations of the email and denies the remaining allegations in Paragraph 157 of the Second Amended Complaint.

158. Despite three additional formal letters sent from Carteret to FieldTurf between October 2015 and May 2016, and multiple assurances from FieldTurf, no inspection had taken place to move the warranty claims forward. Finally, in June 2016, Carteret received "personal apologies" from FieldTurf's sale representative Tess North.

ANSWER: FieldTurf admits an email from Tess North containing the selective quoted language in Paragraph 158 of the Second Amended Complaint exists, but denies Plaintiffs' characterizations and the remaining allegations in Paragraph 158 of the Second Amended Complaint.

159. FieldTurf's stonewalling appears to have been an effort to allow the warranty period to expire. Several months after Carteret heard from North, FieldTurf emailed three proposals that would require Carteret to pay thousands of dollars in repair and replacement costs. To "help" Carteret "keep [its] costs down," FieldTurf offered the repair and replacement services at cost.

ANSWER: FieldTurf admits that the same email from Tess North referenced in Paragraph 158 of the Second Amended Complaint also contains the selective quoted language in Paragraph 159 of the Second Amended Complaint, but denies Plaintiffs' chacterization of this email and denies the remaining allegations in Paragraph 159 of the Second Amended Complaint.

160. Hudson: On October 15, 2015, Hudson notified FieldTurf by e-mail that it had received complaints about the condition of two of its Duraspine Turf fields, explaining that upon inspection its maintenance crews were "stunned at how rapidly the fibers had deteriorated" and that "[t]he turf in some areas were worn right down to the fabric backing. No fiber at all." FieldTurf never responded.

ANSWER: FieldTurf admits that an October 15, 2015 email from a Hudson representative that contains the selective quoted language in Paragraph 160 of the Second Amended Complaint exists,

but denies Plaintiffs' characterizations of this email and denies the remaining allegations in Paragraph 160 of the Second Amended Complaint.

161. In 2014, Hudson representative, Joe Cecchini, complained to FieldTurf representative, DiPiazza, about the deteriorating condition of all the Duraspine Turf fields. In response, FieldTurf put Hudson in touch with the Landtek Group Inc. with which the county contracted to perform maintenance work (specifically deep grooming and testing) to all the fields, on three different instances, at a total cost of over $11,000.00 to Hudson. In 2016, Hudson County paid FieldTurf $330,000 to remove and replace two of Hudson's Duraspine Turf fields with FieldTurf Class HD 2" synthetic fields.

ANSWER: FieldTurf admits that in 2016, Hudson upgraded two of its fields to FieldTurf's Class HD 2" synthetic fields and further admits that it had discussions with Hudson about its failure to maintain its field, but lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 161, and therefore denies them.

162. Fremont: In March 2011, after Fremont representatives raised concerns about the field's condition, Fremont contacted FieldTurf employee Andrew Rowley. FieldTurf representatives, including Mr. Rowley, then visited the Irvington Ballfield, accompanied by Fremont employees. The FieldTurf representatives offered to repair the line and number deterioration, but they denied that field deterioration was unusual or excessive. FieldTurf instead advised Fremont that the field was in normal condition and had enough remaining blades, assuring Fremont that the loss of fiber amounted to normal wear and tear and was no cause for concern.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 162 of the Second Amended Complaint, and therefore denies them.

163. By 2015, Fremont's Irvington Ballfield had deteriorated and was in need of replacement. Fremont replaced the field in May 2017.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 163 of the Second Amended Complaint, and therefore denies them.

164. Levittown: Levittown's fields required dozens of repairs. FieldTurf rejected a number of warranty claims for these repairs, in which cases the expenses were paid by Levittown. In late 2016, Levittown determined that the fields needed to be replaced

as soon as possible. In early 2017, the board of education held special meetings to prepare and approve plans to replace the fields, at a cost of more than $2 million.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 164 of the Second Amended Complaint, and therefore denies them.

165. Neshannock: Similarly, in or around July 2015, Neshannock noticed that parts of its FieldTurf fields were breaking, splitting and thinning of the individual fibers characterized by fibrillation, fiber breakage and pile layover. Neshannock had spent approximately $3,500 out of pocket to repair fibers that were lying down and sink holes that had formed on the fields. In or around August 2015, FieldTurf sent a technician to inspect Neshannock's fields. At that time, Neshannock informed FieldTurf that it was concerned about the problem conditions it noticed on its fields, as stated above. In response, the FieldTurf technician informed Neshannock that the complained of conditions would be remedied by grooming the fields, which according to FieldTurf, would rejuvenate the fibers and lift them back up. A FieldTurf technician groomed Neshannock's fields in or around August 2015. But the very same problems returned four weeks later (in or around September 2015).

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 165 of the Second Amended Complaint, and therefore denies them.

166. Newark: By email dated August 5, 2015, FieldTurf denied warranty coverage for any future repairs to Newark's Shabazz High and Schools Stadium fields, on the basis that Newark had not performed sufficient maintenance on the fields inasmuch as Newark had not retained Landtek to perform the maintenance.

ANSWER: FieldTurf admits that warranty coverage was denied for Newark's Shabazz High School's Stadium fields for insufficient maintenance on August 5, 2015, but denies that the basis of the inadequate maintenance was the failure to retain Landtek as a maintenance company, and denies the remaining allegations in Paragraph 166 of the Second Amended Complaint.

167. In 2015 and 2016 alone, Newark Public Schools incurred more than $50,000 in increased maintenance and repair costs. The increased maintenance and repairs were performed by LandTek, but have not been covered by FieldTurf under the warranty provided with the fields.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 167 of the Second Amended Complaint, and therefore denies them.

168. Santa Ynez: In or about May 2011, in response to complaints from Santa Ynez that its field was prematurely deteriorating, Coury and Martin Olinger ("Olinger") of FieldTurf conducted a site inspection of the field at Santa Ynez. During that inspection, Coury and Olinger told Santa Ynez's Athletic Director, Ken Fredrickson, that while FieldTurf had experienced some issues at other schools due to the defective Duraspine Turf, FieldTurf would replace Santa Ynez's field with an improved version of Duraspine called "Duraspine Pro" at no cost to the District. However, in a subsequent letter to Santa Ynez, dated May 11, 2011, Olinger, Senior V.P. of Sales for FieldTurf, reneged on that offer and told Santa Ynez it had only three options for the replacement of the defective field: (a) receive more of the same Duraspine Turf (which FieldTurf knew was defective); (b) receive Duraspine Pro for a $20,000 upcharge (which FieldTurf also knew was defective); or (c) receive Duraspine Pro or Revolution Turf with a new eight year warranty for $100,000 (again, knowing Duraspine Pro also was defective and, on information and belief, knowing Revolution Turf suffered from some of the same defects, such as defective tuft bind).

ANSWER: FieldTurf admits that a letter from Martin Olinger that provided Santa Ynez with four options for a field replacement exists, but denies Plaintiffs' characterizations of these offers, and denies the remaining allegations in Paragraph 168 of the Second Amended Complaint.

169. On June 20, 2011, Olinger sent another letter to Santa Ynez, which again changed the terms of FieldTurf's replacement offer and stated, "Based upon pending litigation with the manufacturer of the earlier version of Duraspine used on your current field, we must revise our previous offer and options for replacement. . .." This letter only offered to replace Santa Ynez's defective field with either an improved version of the original Duraspine Turf product, or replace it with "FieldTurf Revolution," which was FieldTurf's new proprietary turf product which it manufactured itself. The option to replace Santa Ynez's defective field with the new Revolution product was offered at a "discounted" $125,000 "upcharge" according to this letter. Again, FieldTurf did not disclose to the District that the "no charge" option involved using the Duraspine Turf, which FieldTurf secretly knew was defective.

ANSWER: FieldTurf admits that a June 20, 2011 letter from Martin Olinger contains the selective quoted language in Paragraph 169 of the Second Amended Complaint exists, but denies Plaintiffs' characterization of this letter and denies the remaining allegations in Paragraph 169 of the Second Amended Complaint.

170. On information and belief, the turf used by FieldTurf to replace the Santa Ynez field in 2012 was the same Duraspine Turf product FieldTurf knew was defective. Among other things, FieldTurf had sued the supplier of the Duraspine Turf two months earlier alleging the Duraspine Turf was defective and would prematurely

deteriorate. FieldTurf concealed these material facts from Santa Ynez. The replacement turf installed by FieldTurf at Santa Ynez in 2012 was defective, has prematurely failed and now must be completely removed and replaced with a non-defective turf field at substantial expense to Santa Ynez.

ANSWER: FieldTurf admits it sued TenCate, the supplier of the fiber used in its Duraspine fields, but denies the remaining allegations in Paragraph 170 of the Second Amended Complaint.

171. Further, the representations made by Olinger in his May 11, 2011 letter that the Duraspine Turf offered as the replacement product included "improvements that have been made to the Duraspine system" were false. Olinger's June 20, 2011 letter also falsely represented that the replacement option selected by Santa Ynez would include the "Original Duraspine design but with improved polymer." Had Santa Ynez known of the falsity of these representations, it would never have accepted the replacement. Instead, Santa Ynez would have insisted that FieldTurf use a non-defective turf to replace the Santa Ynez field at FieldTurf's sole cost and expense.

ANSWER: FieldTurf denies the allegations in Paragraph 171 of the Second Amended Complaint.

172. Other FieldTurf customers experienced the same mistreatment.

ANSWER: FieldTurf denies the allegations in Paragraph 172 of the Second Amended Complaint.

173. For example, when the Palisades School District in suburban Philadelphia, Pennsylvania complained of defective Duraspine Turf in 2012, FieldTurf offered an upgrade to an entirely new product – at a cost to the school district of $410,611.00. When school officials balked, FieldTurf offered a replacement for $325,000.00 – in direct conflict with the express warranty's promise of a no-cost repair.

ANSWER: FieldTurf admits that it offered to either replace the colored fibers that Palisades High School's field had an issue with at no charge or upgrade the Palisades High School field to FieldTurf Revolution at a cost of $410,611.50, and that after negotiation, it agreed to offer this upgrade for a cost of $325,000. FieldTurf denies Plaintiffs' characterizations of these offers and the remaining allegations in Paragraph 173 of the Second Amended Complaint.

174. Likewise, when the Collinsville, Oklahoma School District sought a replacement for its defective Duraspine Turf, FieldTurf offered to replace it for around $250,000.00, again in violation of the warranty.

ANSWER: FieldTurf admits that in 2016 it offered Collinsville, Oklahoma School District the opportunity to receive an early upgrade discount to FieldTurf Revolution 360 or FieldTurf Classic

HD for $250,000, but denies Plaintiffs' characterizations of this offer and the remaining allegations in Paragraph 174 of the Second Amended Complaint.

175. And, when the Duraspine Turf field installed in 2009 at the Municipal Stadium in Daytona Beach, Florida began deteriorating in 2012, FieldTurf offered to replace that failed Duraspine Turf field "at cost" for $300,000. On information and belief, the replacement cost is only $200,000, providing FieldTurf with a $100,000 windfall.

ANSWER: FieldTurf denies the allegations in Paragraph 175 of the Second Amended Complaint.

176. In short, FieldTurf's campaign of deception and abuse was directed to all consumers of its Duraspine Turf products, not only Plaintiffs here. Moreover, because so many of those consumers were public and/or taxpayer funded entities, FieldTurf's wrongful acts directly impacted the public interest in honest dealings with such consumers and in ensuring that public funds and taxpayer dollars are not wasted on defective, inferior, and fraudulent goods.

ANSWER: FieldTurf denies the allegations in Paragraph 176 of the Second Amended Complaint.

K. FieldTurf Sued TenCate and Specifically Claimed that Duraspine Fiber Was "Defective" and "Inferior"

177. On March 1, 2011, FieldTurf sued TenCate, the successor to Mattex. Mattex/TenCate supplied the monofilament fiber used in all of the Duraspine Turf fields FieldTurf sold and installed to Plaintiffs and Class members.

ANSWER: FieldTurf admits the allegations in Paragraph 177 of the Second Amended Complaint.

178. In support of its own claims against Mattex/TenCate, FieldTurf was forced to admit what it failed and refused to tell its own customers, namely that the fiber used to manufacture Duraspine Turf fields was "inferior" and "defective" in its chemical composition and design. Indeed, FieldTurf claimed that representations Mattex/TenCate made to FieldTurf about the "suitability and superiority" of the fiber—materially identical to the representations FieldTurf made to Plaintiffs and Class members here—were false, unsupported, and misleading.

ANSWER: FieldTurf denies the allegations in Paragraph 178 of the Second Amended Complaint.

179. For example, FieldTurf admitted that the fiber supplied by Mattex/TenCate was a "cheap[]," "defective," "less durable fiber" that lacked "an adequate amount of the UV stabilizers required to prevent loss of tensile strength, increasing its premature disintegration . . . ." FieldTurf further admitted that the defects in the fiber were due to the "inferior" materials Mattex/TenCate used in its recipe for the fiber and that Mattex/TenCate did not use "the necessary type, quantity or dispersion of UV stabilizers required for the fiber to maintain its strength under prolonged UV

exposure." FieldTurf further stated that Mattex/TenCate used a manufacturing process that diminished the fiber's quality.

ANSWER: FieldTurf denies the allegations in Paragraph 179 of the Second Amended Complaint.

180. FieldTurf itself said that the defective nature of the fiber was supported by expert scientific analysis. FieldTurf's own experts' testing revealed the fiber "exhibited premature and significant signs of both physical and chemical degradation" due to the use of a "C4-based LLDPE" that had "poor thermal stability" and created a "weakened . . . matrix" that contributed to the fiber's "premature degradation, especially in high temperature, high UV installations." FieldTurf's own experts also concluded that the Mattex/TenCate fiber had inadequate levels of UV protection in its chemical composition.

ANSWER: FieldTurf denies the allegations in Paragraph 180 of the Second Amended Complaint.

181. FieldTurf's experts further opined that the "breaking, splitting, thinning and overall deterioration of the [Duraspine Turf] fiber in a number of the FieldTurf, Duraspine, and Prestige fields" confirmed the defective nature of the fiber, including with respect to tensile strength and UV stability.

ANSWER: FieldTurf denies the allegations in Paragraph 181 of the Second Amended Complaint.

182. FieldTurf's CEO, Eric Daliere ("Daliere"), testified that FieldTurf continued to sell, install, and profit from Duraspine Turf fields despite knowing they were defective.

ANSWER: FieldTurf denies the allegations in Paragraph 182 of the Second Amended Complaint.

183. The upshot of all this was that FieldTurf itself said that "representations that [the] monofilament artificial grass fiber was superior" to other fibers were materially false, as were representations that the fiber was suitable for use in products such as FieldTurf's Duraspine Turf fields

ANSWER: FieldTurf denies the allegations in Paragraph 183 of the Second Amended Complaint.

L. The 2016 Exposé by NJ Advance Media Begins to Reveal the Truth

184. In December 2016, NJ Advance Media published the shocking results of its thorough and searching investigation into the defective Duraspine Turf fields, and Defendants' elaborate and well-concealed fraud.[7] *Indeed, it took NJ Advance Media six months of in-depth investigation, analyzing 5,000 pages of production from 40 document requests, interviewing dozens of coaches, officials, and current and former FieldTurf employees, examining 50 fields in New Jersey, and commissioning the*

[7] See Baxter, supra n.2.

services of the University of Michigan's Breaker Space Lab to test turf fibers from three Duraspine Turf fields in New Jersey to uncover the breadth of the fraudulent scheme

ANSWER: FieldTurf admits that NJ Advance Media published an article about FieldTurf in December 2016. FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 184 of the Second Amended Complaint, and therefore denies them.

185. The Breaker Space Lab tests confirmed the tensile strength of the turf to be well below industry standards, and FieldTurf's own standards. According to Breaker Space Lab, new fibers should withstand at least 3.6 lbs. of force and lose no more than 50% of tensile strength after eight years, i.e., 1.8 lbs. of force. The lab tested fibers collected from low-traffic areas of three Duraspine Turf fields installed in New Jersey in 2008. All three samples showed tensile strength well below 1.8 lbs. of force.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 185 of the Second Amended Complaint, and therefore denies them.

186. The NJ Advance Media investigation also concluded:

- FieldTurf knew its Duraspine Turf fields were defective. For most of the time they sold the fields, which cost at least $300,000 to $500,000 each, executives were aware the turf was deteriorating faster than expected and might not last a decade or more as promised.
- They misled their customers. Despite candid, internal email discussions about their overblown sales pitches, executives never changed their marketing campaign for Duraspine Turf fields.
- They have and continue to keep quiet about their lies. From the time fields began to fail in 2006 until today, executives have never told most customers about Duraspine Turf's problems or how to identify signs it was prematurely falling apart.
- FieldTurf officials slow-footed warranty claims and told customers the deterioration was normal, or that their fields needed more maintenance, or the problems would get better. Further, to this day, in testimony before governmental bodies, and in publicly released statements, FieldTurf continues to publicly deny there was a widespread defect with its Duraspine Turf products.

ANSWER: FieldTurf denies that Duraspine Turf fields were defective and denies that it misled its customers. FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 186 of the Second Amended Complaint, and therefore denies them.

M. FieldTurf's Fraud and Deception Was Comprehensive, Widespread, and Intentionally Concealed from the Public

187. The full extent of FieldTurf's massive deception is, as yet, known only to FieldTurf. However, as detailed above, the known facts confirm that its affirmative misrepresentations and omissions of material fact included at least the following:

What FieldTurf Represented	***The Truth***
Duraspine would last longer than slit film products.	*Duraspine fibers were naturally prone to detach and shed more than slit film fibers and FieldTurf's "finger-coating" adhesion method exacerbated the "tuft bind" defect.*
Duraspine Turf fields had an expected lifespan of more than ten years.	*Fields were expected to deteriorate within the first 5-6 years.*
Duraspine Turf fields were installed using ten pounds of infill per square foot of turf.	*FieldTurf's own "recipe" and instructions for installation led to use of only 8-9 pounds of infill per square foot of turf.*
Duraspine was "breakthrough" technology superior to existing and competing products, such as slit film.	*Duraspine used an "inferior" and "defective" fiber that degraded prematurely and fell apart more readily than slit film.*
Duraspine had "unmatched" durability backed up by testing.	*Duraspine performed "poorly" on industry- standard tests, FieldTurf's own testing was not standard and not a reliable indicator of actual product lifespan, and testing showed Duraspine fiber had only 1/3 the expected wear and tear duration.*
Duraspine had "unmatched" fiber memory, such that it would spring back after being compressed in athletic play.	*Duraspine Turf fields had no appreciable resistance to "layover" and the fibers would fall similar to other products.*

What FieldTurf Represented	***The Truth***
Duraspine had adequate UV protection for a field marketed for outdoor, year-round use throughout the country.	*The raw materials used to manufacture the Duraspine fiber lacked the required UV resistant components.*
The quality and suitability of Duraspine Turf fields were backed up by warranties.	*FieldTurf actively sought to avoid honoring its warranties, including misleading customers about the fact, nature, and extent of the defects in their fields, failing to tell customers of symptoms of field failure observed by FieldTurf personnel, using complaints as a sales opportunity to induce customers to buy new fields, and slow-footing responses to complaints in an attempt to run- out-the-clock on the warranties FieldTurf provided.*
Duraspine Turf was free from defects in the material and workmanship.	*The fiber was inferior and defective, made from cheap materials lacking the required chemical and physical durability and the inherent weaknesses in the monofilament fiber were exacerbated by FieldTurf's uniformly poor tuft binding technique and its "recipe" for less than ten lbs. of infill per square foot.*
Rapid deterioration and inferior performance of the Duraspine Turf was the result of improper maintenance or other fault of Plaintiffs and Class members and not FieldTurf's responsibility.	*The product "could not and would not" perform in the manner, nor for as long, as FieldTurf represented, promised, and warrantied.*

ANSWER: FieldTurf denies the allegations in Paragraph 187 of the Second Amended Complaint.

188. As detailed above, FieldTurf had knowledge of the defects in the Duraspine Turf fields and the premature degradation in the fields caused as a result thereof by: (a) NJ Advance Media's publication of its findings resulting from its six-month investigation into the defective Duraspine Turf fields; (b) the numerous legal complaints filed against FieldTurf related to the defective Duraspine Turf fields; (c) the warranty claims made by certain Plaintiffs within a reasonable amount of time after their defective Duraspine Turf fields prematurely deteriorated before the expiration of the eight-year warranty; (d) the investigation into FieldTurf's conduct by the New Jersey state legislature, including a hearing before the New Jersey Senate

Commerce Committee in which FieldTurf's CEO, Daliere, and others, testified; (5) FieldTurf's numerous internal investigations concerning the defective Duraspine Turf fields; and (6) the litigation initiated by FieldTurf against one of its Duraspine Field raw material suppliers, alleging that the supplier provided defective raw materials and caused Duraspine Turf fields to fail.

ANSWER: FieldTurf denies the allegations in Paragraph 188 of the Second Amended Complaint.

V. CLASS ALLEGATIONS

189. Plaintiffs bring this action against FieldTurf on behalf of themselves, and as a class action, pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of the following class (the "Nationwide Class"):

> All persons or entities in the United States and its territories who purchased one or more Duraspine Turf fields for their own use and not for resale. Excluded from the Class are FieldTurf, or its affiliates, subsidiaries, agents, board members, directors, officers, and/or employees. Also excluded from the Class are authorized Duraspine Turf field installers.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

190. In addition to the Nationwide Class, and pursuant to Federal Rule of Civil Procedure Rule 23(c)(5) and/or the respective state statute(s), Plaintiffs seek to represent all members of the following Subclass of the National Class, as well as any subclasses or issue classes as Plaintiffs may propose and/or this Court may designate at the time of class certification, with respect to claims under the consumer protection and unfair and deceptive trade practices statutes of each of the jurisdictions below and/or under the warranty statutes in each of those jurisdictions:

> All persons or entities who purchased one or more Duraspine Turf fields for their own use and not for resale within Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wisconsin, or who purchased one or more Duraspine Turf fields for their own use and not for resale and reside in these jurisdictions.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

191. Plaintiffs reserve the right to modify or amend the definition of the proposed classes before this Court determines whether certification is appropriate.

ANSWER: FieldTurf admits that Plaintiffs purport to seek to reserve the ability to modify or amend the definition of the proposed classes, but denies that any proposed definition will ever be able to create a certifiable class in this matter.

192. The proposed classes exceed 1,400 purchasers. As such, joinder would be impracticable.

ANSWER: FieldTurf denies the allegations in Paragraph 192 of the Second Amended Complaint.

193. Class members are ascertainable, as the names and addresses of all Class members can be identified in FieldTurf's business records.

ANSWER: FieldTurf denies the allegations in Paragraph 193 of the Second Amended Complaint.

194. Numerous questions of law or fact arise from FieldTurf's conduct that are common to each class, including, but not limited to:

a. Whether Duraspine Turf is defective under normal use and within expected useful lifespan, as advertised by FieldTurf;

b. Whether and when FieldTurf had knowledge of the defects in Duraspine Turf;

c. Whether FieldTurf concealed defects in Duraspine Turf;

d. Whether FieldTurf had a duty to disclose material facts to Plaintiffs and the Classes regarding defects in the Duraspine Turf;

e. Whether FieldTurf's omissions regarding the Duraspine Turf were likely to deceive Plaintiffs and the Classes;

f. Whether FieldTurf's alleged conduct constitutes the use or employment of an unconscionable commercial practice, deception, fraud, false pretense, false promise, and misrepresentation within the meaning of the applicable state consumer fraud statutes;

g. Whether FieldTurf has been unjustly enriched under applicable state laws;

h. Whether FieldTurf has violated its express warranties to Plaintiffs and the Classes;

i. Whether FieldTurf has violated the implied warranty of merchantability under applicable state law;

j. Whether FieldTurf actively concealed the Duraspine Turf defect in order to maximize profits to the detriment of Plaintiffs and the Classes;

k. Whether Plaintiffs and Class members are entitled to damages, restitution, disgorgement, equitable relief, or other relief;

l. The amount and nature of such relief to be awarded to Plaintiffs and the Classes; and

m. Whether FieldTurf's bad faith and fraudulent conduct, including concealment of defects in the Duraspine Turf, toll any applicable statutes of limitations.

These and other questions are common to the Classes and predominate over any questions affecting only individual Class members.

ANSWER: FieldTurf denies the allegations in Paragraph 194 of the Second Amended Complaint.

195. Plaintiffs' claims are typical of the Classes in that Plaintiffs received the same misrepresentations and warranties from FieldTurf and were subject to the same omissions of material fact as all other Class members. Plaintiffs and all Class members were damaged by the same wrongful conduct of FieldTurf, and the relief sought is common to the Class.

ANSWER: FieldTurf denies the allegations in Paragraph 195 of the Second Amended Complaint.

196. Plaintiffs will fairly and adequately represent the interests of the Classes in that each has no conflict with any other members of the Class. Furthermore, Plaintiffs have retained competent counsel experienced in product defect, fraud, class action, and other complex commercial litigation.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations about Plaintiffs' counsel, and therefore denies them. FieldTurf denies the remaining allegations in Paragraph 196 of the Second Amended Complaint.

197. This class action is superior to the alternatives, if any, for the fair and efficient adjudication of this controversy. Prosecution as a class action will eliminate the possibility of repetitive litigation. There will be no material difficulty in the management of this action as a class action.

ANSWER: FieldTurf denies the allegations in Paragraph 197 of the Second Amended Complaint.

198. The prosecution of separate actions by individual Class members would create the risk of inconsistent or varying adjudications, establishing incompatible standards of conduct for FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 198 of the Second Amended Complaint.

VI. TOLLING OF STATUTE OF LIMITIONS

A. Discovery Rule

199. Plaintiffs and Class members did not discover, and could not have discovered through the exercise of reasonable diligence, that FieldTurf had misrepresented the superior quality, performance, and durability of the Duraspine Turf fields and omitted material facts regarding the defective Duraspine Turf product.

ANSWER: FieldTurf denies the allegations in Paragraph 199 of the Second Amended Complaint.

200. Emails between FieldTurf employees and officers show that FieldTurf was aware of the defects when it marketed, sold, and installed Duraspine Turf fields. Among other things, FieldTurf knew that Duraspine Turf:

a. Was made with defective fiber that lacked durability and resistance to wear;

b. Had a defective fiber design that would lead to premature degradation;

c. Did not have anywhere near a life-span expected for such a field, let alone the ten- plus years FieldTurf touted;

d. Failed industry standard tests for wear and tensile strength;

e. Was manufactured without adequate UV stabilizers required to prevent loss of tensile strength;

f. Showed very high and inconsistent shrinkage rates, which reflected the poor thermal stability of the fiber;

g. Did not have superior fiber "memory" to spring back to an upright position after compression, but would, instead, "fall" or "layover" like most artificial grass;

h. Had poor "tuft bind" due to the inherent properties of monofilament fibers and FieldTurf's decision to use a "finger-coating" method to apply adhesive to the product;

i. Had an infill recipe that called for less than the full ten lbs./square foot of infill FieldTurf represented and promised;

j. Exhibited premature and significant signs of both physical and chemical degradation; and

k. Was not free from visual defects and defects in materials and workmanship.

ANSWER: FieldTurf denies the allegations in Paragraph 200 of the Second Amended Complaint.

201. Plaintiffs and Class members had no way of knowing about the defects in Duraspine Turf and the other information concealed by FieldTurf. FieldTurf systematically lied to Plaintiffs and Class members concerning the qualities of Duraspine Turf. When problems were discovered, FieldTurf claimed there was no defect, and provided other reasons for the rapid deterioration in FieldTurf's products, like poor maintenance. In addition, FieldTurf advised Plaintiffs and Class members that over time, the problems they were experiencing would diminish.

ANSWER: FieldTurf denies the allegations in Paragraph 201 of the Second Amended Complaint.

202. Further, FieldTurf has repeatedly and consistently misled Plaintiffs and the Class by engaging in extensive misdirection towards Plaintiffs and Class. FieldTurf repeatedly represented that to the extent any customers had experienced more rapid deterioration in their field than promised, the problem related only to those customers in "high UV" areas. FieldTurf's CEO, Daliere, specifically said that New Jersey was not a "high UV" area, therefore suggesting that Duraspine Turf fields in New Jersey were not subject to any known defects.

ANSWER: FieldTurf denies the allegations in Paragraph 202 of the Second Amended Complaint.

203. In addition, FieldTurf acknowledged internally that the Duraspine Turf defect may not be visibly evident to a consumer until several years after installation. For example, in an internal email, a FieldTurf executive wrote: "[Duraspine] is nowhere near as robust or resilient as we initially thought and probably will not last that much longer than a high quality slit-film yarn. . . . In all likelihood in years 5 and 6 these Duraspine Turf fields will be matted down and fibrillating pretty heavily. . .. Our marketing claims and sales pitches need to reflect this reality."

ANSWER: FieldTurf admits there are documents that contain the selective quoted langauge in Paragraph 203 of the Second Amended Complaint, but denies Plaintiffs' characterization of these allegations and the remaining allegations in Paragraph 203 of the Second Amended Complaint.

204. In at least one instance, FieldTurf management even sought to destroy material evidence of its fraud (by trying to "zap" damning emails) in order to prevent customers and the public from learning the truth about the defective Duraspine Turf. Indeed, it took NJ Advance Media six months of in-depth investigation, analyzing 5,000 pages of production from 40 document requests, interviewing dozens of coaches, officials, and current and former FieldTurf employees, examining 50 fields

in New Jersey, and commissioning the services of an independent testing laboratory, the University of Michigan's Breaker Space Lab, to test turf fibers from three different Duraspine Turf fields in New Jersey even to begin to uncover the breadth of FieldTurf's fraudulent scheme.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the allegations about NJ Advance Media's investigation in Paragraph 204 of the Second Amended Complaint, and therefore denies them. FieldTurf denies the remaining allegations in Paragraph 204 of the Second Amended Complaint.

205. Even now, FieldTurf stonewalls and denies the very facts it admitted in its own lawsuit against TenCate: that, at a minimum, the fiber used in the Duraspine Turf fields was "defective" and "inferior" in its chemical composition and design. Requests from government officials to open federal and state investigations into the scheme are pending, investigations which could reveal even more deceit that has yet to be discovered.

ANSWER: FieldTurf denies the allegations in Paragraph 205 of the Second Amended Complaint.

206. Plaintiffs and Class members did not discover, and did not know of facts that would have caused a reasonable person to suspect, that FieldTurf knew that its products were defective, nor would a reasonable and diligent investigation have disclosed that FieldTurf had information in its possession about the existence of defects and that FieldTurf opted to conceal, and still conceals, information about the defect.

ANSWER: FieldTurf denies that its products were defective and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 206 of the Second Amended Complaint, and therefore denies them.

207. Within the period of any applicable statutes of limitation, Plaintiffs and Class members could not have discovered through the exercise of reasonable diligence that FieldTurf was concealing defects in its Duraspine Turf products. Plaintiffs and Class members had no realistic ability to discover the omissions or fraudulent nature of the misrepresentations until at least December 2016, when NJ Advance Media published the results of its investigation.

ANSWER: FieldTurf denies the allegations in Paragraph 207 of the Second Amended Complaint.

208. Any statute of limitations otherwise applicable to any claims asserted herein have been tolled by operation of the discovery rule.[8]

ANSWER: FieldTurf denies the allegations in Paragraph 208 of the Second Amended Complaint.

B. Fraudulent Concealment

209. All applicable statutes of limitations have also been tolled by FieldTurf's knowing, active, and ongoing fraudulent concealment of the facts alleged herein throughout the period relevant to this action and through today.

ANSWER: FieldTurf denies the allegations in Paragraph 209 of the Second Amended Complaint.

210. FieldTurf knew Duraspine Turf was defective each time it sold and installed a field. It further knew that the defects in the product would not be evident to a buyer, at least until years after installation, and that buyers reasonably relied on FieldTurf's superior technical knowledge and claimed "testing" of the products it was selling. Further, FieldTurf intentionally concealed from, or failed to notify, Plaintiffs, Class members, and the public of the defective product, and the true quality, performance, and durability of the Duraspine Turf fields. Incredibly, instead of telling the truth about the inferior, low-performing Duraspine Turf, FieldTurf falsely represented that the "revolutionary" Duraspine Turf was superior in quality to all other products on the market with unmatched performance and durability, and was far more resistant to UV and foot traffic.

ANSWER: FieldTurf denies the allegations in Paragraph 210 of the Second Amended Complaint.

211. FieldTurf knowingly manufactured, marketed, sold, and installed Duraspine Turf fields well after it knew, or had reason to know, the fields were defective in their composition, design, engineering, and installation, and yet FieldTurf never amended or updated its marketing, promotional, or sales material used universally by FieldTurf and provided to Plaintiffs and Class members.

ANSWER: FieldTurf denies the allegations in Paragraph 211 of the Second Amended Complaint.

212. FieldTurf's fraudulent concealment was uniform across all Class members; FieldTurf concealed from everyone the true nature of the defect in the Duraspine Turf, as evinced by its desire to destroy material evidence of its fraud.

ANSWER: FieldTurf denies the allegations in Paragraph 212 of the Second Amended Complaint.

C. Estoppel

[8] Any applicable statutes of limitations also have been equitably tolled by the filing of prior class action complaints.

213. FieldTurf was under a continuous duty to disclose to Plaintiffs and Class members the true character, quality, and nature of the Duraspine Turf fields, including the character, quality, and nature of its defective component fibers. Instead, FieldTurf actively concealed the true character, quality, and nature of the Duraspine Turf fields, knowingly made misrepresentations about the quality, reliability, durability, characteristics, and performance of the Duraspine Turf fields, and omitted material information in its marketing and advertisements, contracts and warranty certificates, and communications with Plaintiffs and Class members.

ANSWER: FieldTurf denies the allegations in Paragraph 213 of the Second Amended Complaint.

214. Among other things, FieldTurf reassured Plaintiffs and Class members that the problems that they were having with the low-performing turf were not related to any defect in the Duraspine Turf or the fault of FieldTurf. FieldTurf blamed the victims of its fraud and sought to delay, suppress, and disavow warranty claims by falsely representing the degradation of the Duraspine Turf was the result of Plaintiffs' and Class members' improper maintenance or other fault of Plaintiffs and Class members. FieldTurf also advised Plaintiffs and Class members that the problems and low-performance of the Duraspine Turf would resolve over time, despite knowing the defect manifested at the manufacturing stage and the Duraspine Turf would only deteriorate further. All of these were lies.

ANSWER: FieldTurf denies the allegations in Paragraph 214 of the Second Amended Complaint.

215. FieldTurf's fraudulent concealment was uniform across all Class members, and Plaintiffs and Class members reasonably relied upon FieldTurf's knowing and affirmative misrepresentations and/or active concealment of these facts.

ANSWER: FieldTurf denies the allegations in Paragraph 215 of the Second Amended Complaint.

216. Based on the foregoing, FieldTurf is estopped from relying on any statute of limitations in defense of this action.

ANSWER: FieldTurf denies the allegations in Paragraph 216 of the Second Amended Complaint.

VII. CAUSES OF ACTION

A. Claims Brought on Behalf of the Nationwide Class (including the Subclass).

COUNT I
FRAUD

217. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 216 above as if fully set forth herein.

218. Plaintiffs bring this cause of action for themselves and on behalf of the Nationwide Classes under the common law of fraud, which is materially uniform in all states. In the alternative, Plaintiffs bring this claim on behalf of each state subclass under the law of each state in which Plaintiffs and Class members purchased the Duraspine Turf fields.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified. FieldTurf denies the remaining allegations in Paragraph 218 of the Second Amended Complaint.

219. As described above, Defendants defrauded Plaintiffs and Class members by knowingly and intentionally misrepresenting to them and to the public at large that Duraspine Turf had superior composition, design, and quality, with "unmatched" fiber memory that minimized fibers laying down and matting, and "unmatched" durability such that fields had a lifespan of ten- plus years due to allegedly superior resistance to UV and to foot traffic.

ANSWER: FieldTurf denies the allegations in Paragraph 219 of the Second Amended Complaint.

220. As described above, Defendants carried out their fraudulent and deceptive conduct through affirmative misrepresentations, omissions, suppressions, and concealments of material fact to Plaintiffs and Class members, as well as to the public at large.

ANSWER: FieldTurf denies the allegations in Paragraph 220 of the Second Amended Complaint.

221. Defendants' intentional and material misrepresentations included, among other things, its advertising, marketing materials and messages, and other standardized statements directed and provided to Plaintiffs and Class members. As detailed above, among other things, Defendants fraudulently made the following misrepresentations of material fact:

a. Representing to Plaintiffs and Class members that the Duraspine Turf had unmatched durability that was far more resistant to wear and tear than anything on the market;

b. Representing to Plaintiffs and Class members that the Duraspine Turf was designed to stand up after repeated usage like real grass and thus resist matting;

c. Representing to Plaintiffs and Class members that the Duraspine Turf was far more resistant to UV and foot traffic, the two main enemies of any turf system;

d. Representing to Plaintiffs and Class members that the Duraspine Turf was stronger than the slit film;

e. Representing to Plaintiffs and Class members that, despite the higher upfront cost, the Duraspine Turf will be cheaper in the long-term since the installations will not require replacement as often as anything else on the market;

f. Representing to Plaintiffs and Class members that the Duraspine Turf was free from visual defects and defects in the material and workmanship; and

g. Representing to Plaintiffs and Class members that the rapid deterioration and inferior low-performance of the Duraspine Turf was result of improper maintenance or other fault of Plaintiffs and Class members and not the responsibility of Defendants.

ANSWER: FieldTurf denies the allegations in Paragraph 221 of the Second Amended Complaint.

222. These representations were false, as detailed above. Defendants knew that the representations were false and acted with knowledge of their falsity intentionally to induce Plaintiffs and Class members to buy Duraspine Turf fields, as well as avoid Defendants' warranty obligations, and achieve windfall profits at the expense of Plaintiffs and all Class members.

ANSWER: FieldTurf denies the allegations in Paragraph 222 of the Second Amended Complaint.

223. Plaintiffs and Class members had no reasonable means of knowing that Defendants' representations were false and misleading.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of what Plaintiffs and potential Class members knew or had reasonable means to know, and therefore denies these allegations. FieldTurf denies the remaining allegations in Paragraph 223 of the Second Amended Complaint.

224. Defendants' actions constitute actual fraud and deceit because Defendants did the following with the intent to deceive Plaintiffs and Class members and to induce them to enter into their contracts:

a. Suggesting that Duraspine Turf was far superior to anything on the market with unmatched performance and durability, and far more resistant to UV and foot traffic, even though Defendants knew this to be not true;

b. Positively asserting that Duraspine Turf was far superior to anything on the market with unmatched performance and durability, and far more resistant

to UV and foot traffic, in a manner not warranted by the information available to Defendants; and

c. Promising to deliver installations that would double the useful life of other products on the market and save Plaintiffs and Class members substantial sums by not having to replace Duraspine Turf as often, with no intention of so doing.

ANSWER: FieldTurf denies the allegations in Paragraph 224 of the Second Amended Complaint.

225. Defendants' misrepresentations were material in that they would affect a reasonable consumer's decision to purchase Duraspine Turf fields and/or file a warranty claim. Plaintiffs and Class members paid a premium for Duraspine Turf fields precisely because they purportedly offered superior quality and performance than anything on the market. Whether Defendants' Duraspine Turf fields were defective would have been an important factor in Plaintiffs' and Class members' decisions to purchase or obtain Duraspine Turf fields. The fields were expensive and would be used by members of the public. Plaintiffs and Class members trusted Defendants not to sell them fields that were defective.

ANSWER: FieldTurf denies the allegations in Paragraph 225 of the Second Amended Complaint.

226. Defendants' intentionally deceptive conduct induced Plaintiffs and Class members to purchase Duraspine Turf fields and resulted in harm and damage to them.

ANSWER: FieldTurf denies the allegations in Paragraph 226 of the Second Amended Complaint.

227. Plaintiffs believed and relied to their detriment upon Defendants' affirmative misrepresentations. Class members are presumed to have believed and relied upon Defendants' misrepresentations because those facts are material to a reasonable consumer's decision to purchase Duraspine Turf fields.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to what Plaintiffs and Class Members believed and relied upon, and therefore denies these allegations. FieldTurf denies the remaining allegations in Paragraph 227 of the Second Amended Complaint.

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228. As a result of Defendants' inducements, Plaintiffs and Class members sustained actual damages, including, but not limited to, receiving a product that did not perform as promised and not receiving the benefit of the bargain of their Duraspine Turf purchases. If Plaintiffs and Class members had known about the defect, they would not have purchased Duraspine Turf fields or would have paid

significantly less for them. Defendants are therefore liable to Plaintiffs and Class members in an amount to be proven at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 228 of the Second Amended Complaint.

229. Defendants' conduct was systematic, repetitious, knowing, intentional, and malicious, and demonstrated a lack of care and reckless disregard for Plaintiffs' and Class members' rights and interests. Defendants' conduct thus warrants an assessment of punitive damages, consistent with the actual harm it has caused, the reprehensibility of their conduct, and the need to punish and deter such conduct.

ANSWER: FieldTurf denies the allegations in Paragraph 229 of the Second Amended Complaint.

COUNT II
FRAUDULENT CONCEALMENT

230. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 229 above as if fully set forth herein.

231. Plaintiffs bring this claim on behalf of themselves and the Nationwide Class under the common law of fraudulent concealment, which is materially uniform in all states. In the alternative, Plaintiffs bring this claim on behalf of each state subclass under the law of each state in which Plaintiffs and Class members purchased Duraspine Turf fields.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified. FieldTurf denies the remaining allegations in Paragraph 231 of the Second Amended Complaint.

232. Defendants fraudulently concealed and suppressed material facts regarding the defective Duraspine Turf fields. Despite advertising these products as having a ten-plus-year lifespan, Defendants knew when they marketed, sold, and installed the fields that Duraspine Turf fields were inferior in composition and design and did not have the superior qualities of UV and wear resistance and fiber memory Defendants represented, nor the lifespan Defendants claimed. Defendants failed to disclose these facts to consumers at the time they marketed, sold, and installed the fields. Defendants knowingly and intentionally engaged in this concealment in order to boost sales and revenues, maintain their competitive edge in the artificial turf market, and obtain windfall profits.

ANSWER: FieldTurf denies the allegations in Paragraph 232 of the Second Amended Complaint.

233. Plaintiffs and Class members had no reasonable means of knowing that Defendants' representations were false and misleading, or that Defendants had omitted to disclose material details relating to the fields. Plaintiffs and Class members did not and could not reasonably discover Defendants' concealment on their own.

ANSWER: FieldTurf denies the allegations in Paragraph 233 of the Second Amended Complaint.

234. Defendants had a duty to disclose, rather than conceal and suppress, the full scope and extent of the defects in its Duraspine Turf fields because:

a. Defendants had exclusive or far superior knowledge of the defect in Duraspine Turf fields and concealment thereof;

b. The details regarding the defect in Duraspine Turf fields and concealment thereof were known and/or accessible only to Defendants;

c. Defendants knew Plaintiffs and Class members did not know about the defect in Duraspine Turf fields and concealment thereof and that the untrained observer would not be able to detect early symptoms of the inherent defects in Duraspine Turf fields; and

d. Defendants made representations and assurances about the qualities of Duraspine Turf fields, including statements about its superior performance and abilities that were misleading, deceptive, and incomplete without the disclosure of the fact that Duraspine Turf fields were not designed, manufactured, or installed to perform as promised.

ANSWER: FieldTurf denies the allegations in Paragraph 234 of the Second Amended Complaint.

235. These omitted and concealed facts were material because a reasonable consumer would rely on them in deciding to purchase Duraspine Turf fields, and because they substantially reduced the value of Duraspine Turf fields that Plaintiffs and Class members purchased. Whether Defendants' Duraspine Turf fields were defective would have been an important factor in Plaintiffs' and Class members' decisions to purchase or obtain Duraspine Turf fields. The fields were expensive and would be used by members of the public. Plaintiffs and Class members trusted Defendants not to sell them products that were defective.

ANSWER: FieldTurf denies the allegations in Paragraph 235 of the Second Amended Complaint.

236. Defendants intentionally and actively concealed and suppressed these material facts to falsely assure consumers that their Duraspine Turf fields were free from defects, as represented by Defendants and as reasonably expected by consumers.

ANSWER: FieldTurf denies the allegations in Paragraph 236 of the Second Amended Complaint.

237. Defendants intentionally and actively concealed and suppressed these material facts, in whole or in part, to protect their profits, avoid warranty replacements, and disavow responsibility, which would impair Defendants' image, cost them money, and undermine their competitiveness within the artificial turf industry.

ANSWER: FieldTurf denies the allegations in Paragraph 237 of the Second Amended Complaint.

238. Plaintiffs and Class members were unaware of these omitted material facts and would have paid less for Duraspine Turf fields, or would not have purchased them at all, if they had known of the concealed and suppressed facts. Plaintiffs and Class members did not receive the benefit of their bargain due to Defendants' fraudulent concealment. Plaintiffs' and Class members' actions in purchasing Duraspine Turf fields were justified. Defendants were in exclusive control of the material facts and such facts were not reasonably known or knowable to the public, Plaintiffs, or Class members.

ANSWER: FieldTurf denies the allegations in Paragraph 238 of the Second Amended Complaint.

239. Plaintiffs and Class members relied to their detriment upon Defendants' reputations, fraudulent misrepresentations, and material omissions regarding the durability, reliability, and cost-effectiveness of Duraspine Turf fields in deciding to purchase the fields.

ANSWER: FieldTurf denies the allegations in Paragraph 239 of the Second Amended Complaint.

240. Defendants' fraudulent concealment was also uniform across all Class members; Defendants concealed from everyone the true nature of the defect in the Duraspine Turf fields, as evinced by Defendants' desire to destroy material evidence of its fraud.

ANSWER: FieldTurf denies the allegations in Paragraph 240 of the Second Amended Complaint.

241. As a direct and proximate result of Defendants' deceit and fraudulent concealment, including their intentional suppression of the true facts, Plaintiffs and Class suffered injury. They purchased Duraspine Turf fields that had a diminished value by reason of Defendants' concealment of, and failure to disclose, the defects. Plaintiffs and the Class paid substantial money to repair or replace the defective Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 241 of the Second Amended Complaint.

242. Plaintiffs and Class members sustained damages as a direct and proximate result of Defendants' deceit and fraudulent concealment in an amount to be proven at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 242 of the Second Amended Complaint.

243. Defendants' acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class members' rights, with the aim of enriching Defendants, justifying an award of punitive damages in an amount sufficient to deter such wrongful conduct in the future.

ANSWER: FieldTurf denies the allegations in Paragraph 243 of the Second Amended Complaint.

COUNT III
FRAUD IN THE INDUCEMENT

244. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 243 above as if fully set forth herein.

245. Plaintiffs bring this cause of action for themselves and on behalf of the Nationwide Classes under the common law of fraudulent in the inducement, which is materially uniform in all states. In the alternative, Plaintiffs bring this claim on behalf of each state subclass under the law of each state in which Plaintiffs and Class members purchased the Duraspine Turf fields.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified. FieldTurf denies the remaining allegations in Paragraph 245 of the Second Amended Complaint.

246. As described above, Defendants induced Plaintiffs and Class members to contract to purchase and install Duraspine Turf fields through knowing, intentional and material misrepresentations and omissions of fact concerning the composition, design, qualities, and lifespan of Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 246 of the Second Amended Complaint.

247. Plaintiffs and Class members justifiably relied to their detriment on the truth and completeness of Defendants' material representations about the composition, design, testing, quality, and lifespan of Duraspine Turf fields in deciding to contract for the purchase and installation of the fields because those facts are material to any reasonable consumer's decision to purchase Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 247 of the Second Amended Complaint.

248. Defendants' fraud and concealment was also uniform across all Class members; Defendants concealed from everyone the true nature of the defects in the Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 248 of the Second Amended Complaint.

249. Plaintiffs and Class members would not have agreed to purchase Duraspine Turf fields, or would have paid less for them, but for Defendants' misrepresentations and omissions of material facts concerning the actual composition, design, testing, quality, and lifespan of Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 249 of the Second Amended Complaint.

250. As a result of Defendants' inducements, Plaintiffs and Class members sustained actual damages, including not receiving a product that performs as promised and not receiving the benefit of the bargain of their Duraspine Turf field purchases.

ANSWER: FieldTurf denies the allegations in Paragraph 250 of the Second Amended Complaint.

251. Defendants' conduct was systematic, repetitious, knowing, intentional, and malicious, and demonstrated a lack of care and reckless disregard for Plaintiffs' and Class members' rights and interests. Defendants' conduct thus warrants an assessment of punitive damages, consistent with the actual harm it has caused, the reprehensibility of its conduct, and the need to punish and deter such conduct.

ANSWER: FieldTurf denies the allegations in Paragraph 251 of the Second Amended Complaint.

COUNT IV
UNJUST ENRICHMENT/QUASI CONTRACT

252. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 251 above as if fully set forth herein.

253. Plaintiffs bring this cause of action for themselves and on behalf of the Nationwide Class. In the alternative, Plaintiffs bring this claim on behalf of each state subclass under the law of each state in which Plaintiffs and Class members purchased Duraspine Turf fields.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified. FieldTurf denies the remaining allegations in Paragraph 253 of the Second Amended Complaint.

254. Plaintiffs bring this claim as an alternative to the contractual warranty claims asserted below and in the event that Plaintiffs prevail on their claims that any

contract with FieldTurf (including any express or implied warranty) was fraudulently induced and/or Plaintiffs prevail in proving that the warranties cannot be enforced by FieldTurf due to FieldTurf having provided the warranties only after entering into a contract with a purchaser, or due to FieldTurf's intentional and deceptive efforts to conceal the defects in Duraspine Turf fields and avoid its warranty obligations.

ANSWER: FieldTurf denies the allegations in Paragraph 254 of the Second Amended Complaint.

255. FieldTurf received at least $570 million in revenue from the sale of over 1,400 defective Duraspine Turf fields between 2005 and 2012.

ANSWER: FieldTurf denies that Duraspine is defective. FieldTurf lacks knowledge or information sufficient to form a belief as to the remaining allegations in Paragraph 255 of the Second Amended Complaint.

256. This $570 million in revenue was a benefit conferred upon FieldTurf by Plaintiffs and Class members, which includes municipalities, school districts, universities, and athletic organizations across the United States.

ANSWER: FieldTurf denies the allegations in Paragraph 256 of the Second Amended Complaint.

257. FieldTurf manufactured, marketed, sold, and installed defective Duraspine Turf fields to Plaintiffs and the Class while actively concealing the product's known defects all while claiming Duraspine Turf fields were cost effective with a ten-plus year lifespan.

ANSWER: FieldTurf denies the allegations in Paragraph 257 of the Second Amended Complaint.

258. FieldTurf was unjustly enriched through financial benefits conferred upon it by Plaintiffs and Class members, in the form of the amounts paid to FieldTurf for the purchase and installation of Duraspine Turf fields. On information and belief, that amount is at least $570 million.

ANSWER: FieldTurf denies the allegations in Paragraph 258 of the Second Amended Complaint.

259. Plaintiffs and Class members elected to purchase and install Duraspine Turf fields based upon FieldTurf's misrepresentations, deception, and omissions. FieldTurf knew and understood that it would and did receive a financial benefit, and voluntarily accepted the same, from Plaintiffs and Class members when they elected to purchase and install Duraspine Turf fields.

ANSWER: Fieldturf denies the allegations in Paragraph 259 of the Second Amended Complaint.

260. By selecting Duraspine Turf fields and purchasing them at a premium price, Plaintiffs and Class members reasonably expected that Duraspine Turf fields would

have the lifespan and performance promised by FieldTurf and would not deteriorate within a few years of installation. The reduced lifespan of Duraspine Turf fields and premature deterioration within a few years of installation unjustly enriched FieldTurf beyond its legal rights by securing through deceit and falsehoods $570 million in revenues between 2005 and 2012.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to what Plaintiffs and Class Members reasonably expected, and therefore denies these allegations. FieldTurf further denies the remaining allegations inParagraph 260 of the Second Amended Complaint.

261. Therefore, because FieldTurf will be unjustly enriched if it is allowed to retain the revenues obtained through falsehoods, deception, and misrepresentations, Plaintiffs and each Class member are entitled to recover the amount by which FieldTurf was unjustly enriched at his or her expense.

ANSWER: FieldTurf denies the allegations in Paragraph 261 of the Second Amended Complaint.

262. Accordingly, Plaintiffs, on behalf of themselves and each Class member, seeks damages against FieldTurf in the amounts by which FieldTurf has been unjustly enriched at Plaintiffs' and each Class member's expense, and such other relief as this Court deems just and proper.

ANSWER: FieldTurf lacks knowledge and information sufficient to form a belief as to the truth of what Plaintiffs seek in damages, and therefore denies these allegations. FieldTurf denies the remaining allegations in Paragraph 262 of the Second Amended Complaint.

B. Alabama Claims

COUNT I
BREACH OF EXPRESS WARRANTY[9]
(ALA. CODE § 7-2-313)

263. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

[9] Each of the warranty claims alleged in this Complaint is brought in the alternative and without waiver of Plaintiffs' claims that any warranty or contract cannot be enforced by Defendants due to fraud in the inducement and failure to present the warranty prior to execution of any relevant contract.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 262 above as if fully set forth herein.

264. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Alabama.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this Count as a class action, and further avers that no class could ever be certified.

265. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ALA. CODE § 7-2-104(1), and "sellers" of the Duraspine Turf fields under § 7-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 265 of the Second Amended Complaint.

266. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ALA. CODE § 7-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 266 of the Second Amended Complaint.

267. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 267 of the Second Amended Complaint.

268. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 268 of the Second Amended Complaint.

269. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 269 of the Second Amended Complaint.

270. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 270 of the Second Amended Complaint.

271. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 271 of the Second Amended Complaint.

272. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 272 of the Second Amended Complaint.

273. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 273 of the Second Amended Complaint.

274. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 274 of the Second Amended Complaint.

COUNT II
BREACH OF IMPLIED WARRANTIES
(ALA. CODE §§ 7-2-314 AND 7-2-315)

275. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 274 above as if fully set forth herein.

276. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Alabama.

ANSWER: FieldTurf admits that Plaintiffs seek to bring this Count as a class action, and further avers that no class could ever be certified.

277. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

278. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ALA. CODE § 7-2-104(1), and "sellers" of the Duraspine Turf fields under § 72-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 278 of the Second Amended Complaint.

279. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ALA. CODE § 7-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 279 of the Second Amended Complaint.

280. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to ALA. CODE § 7-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 280 of the Second Amended Complaint.

281. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to ALA. CODE § 7-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 281 of the Second Amended Complaint.

282. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 282 of the Second Amended Complaint.

283. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 283 of the Second Amended Complaint.

284. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 284 of the Second Amended Complaint.

C. Alaska Claims

COUNT I
VIOLATION OF THE ALASKA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT
(ALASKA STAT. ANN. § 45.50.471, ET SEQ.)

285. Plaintiffs reallege and incorporate the preceding paragraphs as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 284 above as if fully set forth herein.

286. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Alaska.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

287. This Count is brought on behalf of the Subclass against Defendants. The Duraspine Turf fields are "goods" within the meaning of ALASKA STAT. ANN. § 45.50.471.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

288. Defendants are engaged in "trade" or "commerce" within the meaning of ALASKA STAT. ANN. § 45.50.471.

ANSWER: FieldTurf denies the allegations in Paragraph 288 of the Second Amended Complaint.

289. The Alaska Unfair Trade Practices and Consumer Protection Act ("Alaska CPA") declares unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce unlawful, including: "4.(d) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have"; "6. representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another"; "8.

advertising goods or services with intent not to sell them as advertised"; or "12. using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged." ALASKA STAT. ANN. § 45.50.471.

ANSWER: FieldTurf admits that the Alaska statute referenced in Paragraph 289 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

290. In the course of their business, Defendants violated the Alaska CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in ALASKA STAT. ANN. § 45.50.471:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with thecalifornia intent not to sell them as advertised; and/or

d. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields, whether or not any person has in fact been misled, deceived or damaged thereby.

ANSWER: FieldTurf denies the allegations in Paragraph 290 of the Second Amended Complaint.

291. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 291 of the Second Amended Complaint.

292. Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies the allegations in Paragraph 292 of the Second Amended Complaint.

293. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Alaska CPA in the course of its business. Specifically, Defendants owed Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 293 of the Second Amended Complaint.

294. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 294 of the Second Amended Complaint.

295. Pursuant to ALASKA STAT. ANN. §§ 45.50.531 and 45.50.535, the Subclass seeks an order awarding damages, punitive damages, treble damages, and any other just and proper relief available under the Alaska CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 265 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(ALASKA STAT. ANN. § 45.02.313)

296. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 295 above as if fully set forth herein.

297. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Alaska.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

298. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

299. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ALASKA STAT. ANN. § 45.02.104(a), and "sellers" of the Duraspine Turf fields under § 45.02.103(a)(4).

ANSWER: FieldTurf denies the allegations in Paragraph 299 of the Second Amended Complaint.

300. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ALASKA STAT. ANN. § 45.02.105(a).

ANSWER: FieldTurf denies the allegations in Paragraph 300 of the Second Amended Complaint.

301. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 301 of the Second Amended Complaint.

302. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 302 of the Second Amended Complaint.

303. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 303 of the Second Amended Complaint.

304. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, was not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 304 of the Second Amended Complaint.

305. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 305 of the Second Amended Complaint.

306. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 306 of the Second Amended Complaint.

307. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 307 of the Second Amended Complaint.

308. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 308 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(ALASKA STAT. ANN. §§ 45.02.314 AND 45.02.315)

309. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 308 above as if fully set forth herein.

310. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Alaska.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

311. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

312. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ALASKA STAT. ANN. § 45.02.104(a), and "sellers" of the Duraspine Turf fields under § 45.02.103(a)(4).

ANSWER: FieldTurf denies the allegations in Paragraph 312 of the Second Amended Complaint.

313. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ALASKA STAT. ANN. § 45.02.105(a).

ANSWER: FieldTurf denies the allegations in Paragraph 313 of the Second Amended Complaint.

314. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to ALASKA STAT. ANN. § 45.02.314.

ANSWER: FieldTurf denies the allegations in Paragraph 314 of the Second Amended Complaint.

315. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to ALASKA STAT. ANN. § 45.02.315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 315 of the Second Amended Complaint.

316. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 316 of the Second Amended Complaint.

317. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 317 of the Second Amended Complaint.

318. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 318 of the Second Amended Complaint.

D. Arizona Claims

COUNT I
VIOLATIONS OF THE CONSUMER FRAUD ACT
(ARIZ. REV. STAT. § 44-1521, ET SEQ.)

319. Plaintiffs reallege and incorporate the preceding paragraphs as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 318 above as if fully set forth herein.

320. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Arizona.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

321. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

322. Defendants and Subclass members are "persons" within the meaning of ARIZ. REV. STAT. § 44-1521(6).

ANSWER: FieldTurf denies the allegations in Paragraph 322 of the Second Amended Complaint.

323. The Duraspine Turf fields are "merchandise" within the meaning of ARIZ. REV. STAT. § 44-1521(5).

ANSWER: FieldTurf denies the allegations in Paragraph 323 of the Second Amended Complaint.

324. The Arizona Consumer Fraud Act ("Arizona CFA") provides that "[t]he act, use or employment by any person of any deception, deceptive act or practice, fraud, . . . misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale . . . of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice." ARIZ. REV. STAT. § 44-1522(A).

ANSWER: FieldTurf admits that the Arizona statute referenced in Paragraph 324 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

325. In the course of their business, Defendants violated the Arizona CFA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in deceptive acts or practices, as outlined in ARIZ. REV. STAT. § 441522(A), including using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 325 of the Second Amended Complaint.

326. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 326 of the Second Amended Complaint.

327. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies the allegations in Paragraph 327 of the Second Amended Complaint, and therefore denies it.

328. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Arizona CFA in the course of its business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 328 of the Second Amended Complaint.

329. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 329 of the Second Amended Complaint.

330. The Subclass seeks an order awarding damages and any other just and proper relief available under the Arizona CFA.

ANSWER: FieldTurf denies the allegations in Paragraph 330 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(ARIZ. REV. STAT. § 47-2313)

331. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 330 above as if fully set forth herein.

332. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Arizona.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

333. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

334. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ARIZ. REV. STAT. § 47-2104(A), and "sellers" of the Duraspine Turf fields under § 47-2103(A)(4).

ANSWER: FieldTurf denies the allegations in Paragraph 334 of the Second Amended Complaint.

335. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ARIZ. REV. STAT. § 47-2105(A).

ANSWER: FieldTurf denies the allegations in Paragraph 335 of the Second Amended Complaint.

336. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and

workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 336 of the Second Amended Complaint.

337. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 337 of the Second Amended Complaint.

338. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 338 of the Second Amended Complaint.

339. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 339 of the Second Amended Complaint.

340. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 340 of the Second Amended Complaint.

341. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 341 of the Second Amended Complaint.

342. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 342 of the Second Amended Complaint.

343. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 343 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(ARIZ. REV. STAT. §§ 47-2314 AND 47-2315)

344. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 343 above as if fully set forth herein.

345. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Arizona.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

346. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

347. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ARIZ. REV. STAT. § 47-2104(A), and "sellers" of the Duraspine Turf fields under § 47-2103(A)(4).

ANSWER: FieldTurf denies the allegations in Paragraph 347 of the Second Amended Complaint.

348. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ARIZ. REV. STAT. § 47-2105(A).

ANSWER: FieldTurf denies the allegations in Paragraph 348 of the Second Amended Complaint.

349. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to ARIZ. REV. STAT. § 47-2314.

ANSWER: FieldTurf denies the allegations in Paragraph 349 of the Second Amended Complaint.

350. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to ARIZ. REV. STAT. § 47-2315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 350 of the Second Amended Complaint.

351. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 351 of the Second Amended Complaint.

352. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 352 of the Second Amended Complaint.

353. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 353 of the Second Amended Complaint.

E. Arkansas Claims

COUNT I
VIOLATIONS OF THE DECEPTIVE TRADE PRACTICE ACT
(ARK. CODE ANN. § 4-88-101, ET SEQ.)

354. Plaintiffs reallege and incorporate the preceding paragraphs as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 353 above as if fully set forth herein.

355. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Arkansas.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

356. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

357. Defendants and the Subclass members are "persons" within the meaning of ARK. CODE ANN. § 4-88-102(5).

ANSWER: FieldTurf denies the allegations in Paragraph 357 of the Second Amended Complaint.

358. The Duraspine Turf fields are "goods" within the meaning of ARK. CODE ANN. § 4- 88-102(4).

ANSWER: FieldTurf denies the allegations in Paragraph 358 of the Second Amended Complaint.

359. The Arkansas Deceptive Trade Practice Act ("Arkansas DTPA") makes unlawful "[d]eceptive and unconscionable trade practices," which include, but are not limited to, a list of enumerated items, including "[e]ngaging in any other unconscionable, false, or deceptive act or practice in business, commerce, or trade[.]" ARK. CODE ANN. § 4-88-107(a)(10). The Arkansas DTPA also prohibits the following when utilized in connection with the sale or advertisement of any goods: "(1) The act, use, or employment by any person of any deception, fraud, or false pretense; or (2) The concealment, suppression, or omission of any material fact with intent that others rely upon the concealment, suppression, or omission." ARK. CODE ANN. § 4-88-108.

ANSWER: FieldTurf admits that the Arkansas statute referenced in Paragraph 359 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

360. In the course of their business, Defendants violated the Arkansas DTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in ARK. CODE ANN. §§ 4-88-107-108:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised; and/or

d. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields, whether or not any person has in fact been misled, deceived or damaged thereby.

ANSWER: FieldTurf denies the allegations in Paragraph 360 of the Second Amended Complaint.

361. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 361 of the Second Amended Complaint.

362. The Subclass had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies the allegations in Paragraph 362 of the Second Amended Complaint.

363. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Arkansas DTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 363 of the Second Amended Complaint.

364. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 364 of the Second Amended Complaint.

365. The Subclass seeks an order awarding damages pursuant to ARK. CODE ANN. § 4- 88-13(f), and any other just and proper relief available under the Arkansas DTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 365 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(ARK. CODE ANN. § 4-2-313)

366. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 365 above as if fully set forth herein.

367. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Arkansas.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

368. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

369. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ARK. CODE ANN. § 4-2-104(1), and "sellers" of the Duraspine Turf fields under § 4-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 265 of the Second Amended Complaint.

370. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ARK. CODE ANN. § 4-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 370 of the Second Amended Complaint.

371. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 371 of the Second Amended Complaint.

372. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 372 of the Second Amended Complaint.

373. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 373 of the Second Amended Complaint.

374. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 374 of the Second Amended Complaint.

375. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 375 of the Second Amended Complaint.

376. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 376 of the Second Amended Complaint.

377. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 377 of the Second Amended Complaint.

378. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 378 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(ARK. CODE ANN. §§ 4-2-314 AND 4-2-315)

379. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 378 above as if fully set forth herein.

380. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Arkansas.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

381. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

382. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ARK. CODE ANN. § 4-2-104(1), and "sellers" of the Duraspine Turf fields under § 4-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 382 of the Second Amended Complaint.

383. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ARK. CODE ANN. § 4-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 383 of the Second Amended Complaint.

384. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to ARK. CODE ANN. § 4-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 384 of the Second Amended Complaint.

385. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to ARK. CODE ANN. § 4-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular

standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 385 of the Second Amended Complaint.

386. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 386 of the Second Amended Complaint.

387. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 387 of the Second Amended Complaint.

388. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 388 of the Second Amended Complaint.

F. California Claims

COUNT I
UNLAWFUL, UNFAIR, OR FRAUDULENT BUSINESS PRACTICES UNDER THE CALIFORNIA UNFAIR COMPETITION LAW

(CAL. BUS. & PROF. CODE § 17200, *ET SEQ.)*

389. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 388 above as if fully set forth herein.

390. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in California.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

391. Plaintiffs Fremont and Santa Ynez (for the purposes of this section, "Plaintiffs") bring this claim on behalf of themselves and the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

392. California's Unfair Competition Law ("UCL"), Business and Professions Code § 17200, prohibits any "unlawful, unfair, or fraudulent business act or practices."

ANSWER: FieldTurf admits that the California statute referenced in Paragraph 392 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

393. In the course of their business, Defendants violated the UCL by engaging in the following unlawful, fraudulent, and unfair business acts and practices:

a. Knowingly and intentionally concealing from Plaintiffs and the other Subclass members that the Duraspine Turf fields suffer from a defect while obtaining money from Plaintiffs and Class members;

b. Marketing the Duraspine Turf fields as durable, reliable, cost-effective and defect- free; and

c. Violating California statutory and common law prohibiting false advertising, fraudulent concealment and breach of warranty.

ANSWER: FieldTurf denies the allegations in Paragraph 393 of the Second Amended Complaint.

394. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to Plaintiffs and the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that Plaintiffs and the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, Plaintiffs and the California State Class would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 394 of the Second Amended Complaint.

395. Plaintiffs and Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' misrepresentations and their concealment of and failure to disclose material information. Pursuant to CAL. BUS. & PROF. CODE § 17200, Plaintiffs and the Subclass seek any such orders or

judgments as may be necessary to restore to Plaintiffs and Subclass members any money acquired by unfair competition, including restitution and/or restitutionary disgorgement, as provided in CAL. BUS. & PROF. CODE §§ 17203 and 3345, and any other just and proper relief available under the California UCL.

ANSWER: FieldTurf denies the allegations in Paragraph 395 of the Second Amended Complaint.

COUNT II
FALSE ADVERTISING UNDER THE CALIFORNIA UNFAIR COMPETITION LAW (CAL. BUS. & PROF. CODE § 17500, ET SEQ.)

396. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 395 above as if fully set forth herein.

397. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in California.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

398. Plaintiffs Fremont and Santa Ynez (for the purposes of this section, "Plaintiffs") bring this claim on behalf of themselves and the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

399. CAL. BUS. & PROF. CODE § 17500 states: "It is unlawful for any person, . . . corporation . . .or any employee thereof with intent directly or indirectly to dispose of real or personal property. . . or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated . . . before the public in this state or from this state before the public in any state, in any newspaper or other publication, or any advertising device, . . . or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

ANSWER: FieldTurf admits that the California statute referenced in Paragraph 399 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

400. Defendants each made or caused to be made and disseminated throughout California and the United States, through advertising, marketing, and other publications, numerous statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to each Defendant, to be untrue and misleading to consumers, including Plaintiff and the other Subclass members. Numerous examples of these statements and advertisements appear throughout this Complaint.

ANSWER: FieldTurf denies the allegations in Paragraph 400 of the Second Amended Complaint.

401. Pursuant to CAL. BUS. & PROF. CODE § 17500, Plaintiffs and the Subclass seek any such orders or judgments as may be necessary to restore to Plaintiffs and the Subclass members any money acquired by unfair competition, including restitution and/or restitutionary disgorgement, and any other just and proper relief available under the false advertising provisions of the UCL.

ANSWER: FieldTurf denies the allegations in Paragraph 401 of the Second Amended Complaint.

COUNT III
BREACH OF EXPRESS WARRANTY
(CAL. COM. CODE § 2313)

402. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 401 above as if fully set forth herein.

403. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in California.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

404. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

405. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under CAL. COM. CODE § 2104(1), and "sellers" of the Duraspine Turf fields under § 2103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 405 of the Second Amended Complaint.

406. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of CAL. COM. CODE § 2105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 406 of the Second Amended Complaint.

407. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 407 of the Second Amended Complaint.

408. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 408 of the Second Amended Complaint.

409. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 409 of the Second Amended Complaint.

410. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 410 of the Second Amended Complaint.

411. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 411 of the Second Amended Complaint.

412. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 412 of the Second Amended Complaint.

413. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 413 of the Second Amended Complaint.

414. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 414 of the Second Amended Complaint.

COUNT IV
BREACH OF IMPLIED WARRANTIES
(CAL. COM. CODE §§ 2314 AND 2315)

415. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 414 above as if fully set forth herein.

416. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in California.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

417. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

418. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under CAL. COM. CODE § 2104(1), and "sellers" of the Duraspine Turf fields under § 2103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 418 of the Second Amended Complaint.

419. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of CAL. COM. CODE § 2105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 419 of the Second Amended Complaint.

420. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to CAL. COM. CODE § 2314.

ANSWER: FieldTurf denies the allegations in Paragraph 420 of the Second Amended Complaint.

421. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to CAL. COM. CODE § 2315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 421 of the Second Amended Complaint.

422. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 422 of the Second Amended Complaint.

423. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 423 of the Second Amended Complaint.

424. Defendants were provided notice of the issues raised in this count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 424 of the Second Amended Complaint.

G. Colorado Claims

COUNT I
VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT
(COLO. REV. STAT. § 6-1-101, ET SEQ.)

425. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 424 above as if fully set forth herein.

426. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Colorado.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

427. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

428. Defendants and the Subclass members are "persons" within the meaning of § 6-1- 102(6) of the Colorado Consumer Protection Act ("Colorado CPA"), COLO. REV. STAT. § 6-1-101, et seq. The Subclass members are "consumers" within the meaning of COL. REV. STAT § 6-1- 113(1)(a).

ANSWER: FieldTurf denies the allegations in Paragraph 428 of the Second Amended Complaint.

429. The Colorado CPA makes unlawful deceptive trade practices in the course of a person's business.

ANSWER: FieldTurf admits that the Colorado statute referenced in Paragraph 429 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

430. In the course of their business, Defendants violated the Colorado CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in COLO. REV. STAT. § 6-1-105:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised; and/or

d. Failing to disclose material information concerning the Duraspine Turf fields known to Defendants at the time of advertisement or sale, with the intention of inducing the Subclass members to purchase Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 430 of the Second Amended Complaint.

431. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 431 of the Second Amended Complaint.

432. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining Paragraph 432 of the Second Amended Complaint.

433. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Colorado CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 433 of the Second Amended Complaint.

434. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 434 of the Second Amended Complaint.

435. Pursuant to COLO. REV. STAT. § 6-1-113, the Subclass seeks an order awarding damages, treble or punitive damages, and any other just and proper relief available under the Colorado CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 435 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(COLO. REV. STAT. § 4-2-313)

436. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 435 above as if fully set forth herein.

437. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Colorado.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

438. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

439. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under COLO. REV. STAT. § 4-2-104(1), and "sellers" of the Duraspine Turf fields under § 4-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 439 of the Second Amended Complaint.

440. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of COLO. REV. STAT. § 4-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 440 of the Second Amended Complaint.

441. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 441 of the Second Amended Complaint.

442. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 442 of the Second Amended Complaint.

443. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 443 of the Second Amended Complaint.

444. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 444 of the Second Amended Complaint.

445. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 445 of the Second Amended Complaint.

446. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 446 of the Second Amended Complaint.

447. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 447 of the Second Amended Complaint.

448. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 448 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(COLO. REV. STAT. §§ 4-2-314 AND 4-2-315)

449. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 448 above as if fully set forth herein.

450. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Colorado.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

451. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

452. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under COLO. REV. STAT. § 4-2-104(1), and "sellers" of the Duraspine Turf fields under § 4-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 452 of the Second Amended Complaint.

453. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of COLO. REV. STAT. § 4-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 453 of the Second Amended Complaint.

454. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to COLO. REV. STAT. § 4-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 454 of the Second Amended Complaint.

455. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to COLO. REV. STAT. § 4-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular

standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 455 of the Second Amended Complaint.

456. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 456 of the Second Amended Complaint.

457. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 457 of the Second Amended Complaint.

458. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 458 of the Second Amended Complaint.

H. Connecticut Claims

COUNT I
VIOLATION OF CONNECTICUT UNLAWFUL TRADE PRACTICES ACT
(CONN. GEN. STAT. § 42-110A, ET SEQ.)

459. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 458 above as if fully set forth herein.

460. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Connecticut.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

461. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

462. Defendants and the Subclass members are "persons" within the meaning of CONN. GEN. STAT. § 42-110a(c) of the Connecticut Unfair Trade Practices Act ("Connecticut UTPA"). Defendants are engaged in "trade" or "commerce" within the meaning of CONN. GEN. STAT. § 42- 110a(4).

ANSWER: FieldTurf denies the allegations in Paragraph 462 of the Second Amended Complaint.

463. The Connecticut UTPA provides: "No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." CONN. GEN. STAT. § 42-110b(a).

ANSWER: FieldTurf admits that the Connecticut statute referenced in Paragraph 463 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

464. In the course of their business, Defendants violated the Connecticut UTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of CONN. GEN. STAT. § 42-110b(a):

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised;

d. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

e. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields, whether or not any person has in fact been misled, deceived or damaged thereby.

ANSWER: FieldTurf denies the allegations in Paragraph 464 of the Second Amended Complaint.

465. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 465 of the Second Amended Complaint.

466. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf lacks knowledge or information sufficient to form a belief as to the truth of the amount consumers paid for fields as described in Paragraph 466 of the Second Amended Complaint, and therefore denies it.

467. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices, in the course of their business, including a duty to disclose all material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge that was intentionally concealed and withheld and/or Defendants made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 467 of the Second Amended Complaint.

468. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 468 of the Second Amended Complaint.

469. Pursuant to CONN. GEN. STAT. § 42-110g, the Subclass seeks an order and awarding damages, punitive damages, and any other just and proper relief available under the Connecticut UTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 469 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(CONN. GEN. STAT. ANN. § 42A-2-313)

470. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 469 above as if fully set forth herein.

471. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Connecticut.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

472. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

473. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under CONN. GEN. STAT. ANN. § 42a-2-104(1), and "sellers" of the Duraspine Turf fields under § 42a-2-103(1)(c).

ANSWER: FieldTurf denies the allegations in Paragraph 473 of the Second Amended Complaint.

474. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of CONN. GEN. STAT. ANN. § 42a-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 474 of the Second Amended Complaint.

475. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 475 of the Second Amended Complaint.

476. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 476 of the Second Amended Complaint.

477. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed

to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 477 of the Second Amended Complaint.

478. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 478 of the Second Amended Complaint.

479. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 479 of the Second Amended Complaint.

480. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 480 of the Second Amended Complaint.

481. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 481 of the Second Amended Complaint.

482. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 482 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(CONN. GEN. STAT. ANN. §§ 42A-2-314 AND 42A-2-315)

483. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 482 above as if fully set forth herein.

484. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Connecticut.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

485. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

486. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under CONN. GEN. STAT. ANN. § 42a-2-104(1), and "sellers" of the Duraspine Turf fields under § 42a-2-103(1)(c).

ANSWER: FieldTurf denies the allegations in Paragraph 486 of the Second Amended Complaint.

487. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of CONN. GEN. STAT. ANN. § 42a-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 487 of the Second Amended Complaint.

488. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to CONN. GEN. STAT. ANN. § 42A-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 488 of the Second Amended Complaint.

489. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to CONN. GEN. STAT. ANN. § 42A-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 489 of the Second Amended Complaint.

490. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 490 of the Second Amended Complaint.

491. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 491 of the Second Amended Complaint.

492. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 492 of the Second Amended Complaint.

I. Delaware Claims

COUNT I
VIOLATIONS OF THE DELAWARE CONSUMER FRAUD ACT
(6 DEL. CODE § 2513, ET SEQ.)

493. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 492 above as if fully set forth herein.

494. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Delaware.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

495. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

496. Defendants and the Subclass members are "persons" within the meaning of 6 DEL. CODE § 2511(7).

ANSWER: FieldTurf denies the allegations in Paragraph 496 of the Second Amended Complaint.

497. The Delaware Consumer Fraud Act ("Delaware CFA") makes unlawful the "act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or

omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby." 6 DEL. CODE § 2513(a).

ANSWER: FieldTurf admits that the Delaware statute referenced in Paragraph 497 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

498. In the course of their business, Defendants violated the Delaware CFA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants used or employed deception, fraud, false pretense, false promise or misrepresentation, and the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 498 of the Second Amended Complaint.

499. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 499 of the Second Amended Complaint.

500. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 500 of the Second Amended Complaint.

501. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Delaware CFA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 501 of the Second Amended Complaint.

502. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 502 of the Second Amended Complaint.

503. Pursuant to 6 DEL. CODE § 2525, the Subclass seeks an order awarding damages, punitive or treble damages, and any other just and proper relief available under the Delaware CFA.

ANSWER: FieldTurf denies the allegations in Paragraph 503 of the Second Amended Complaint.

COUNT II
VIOLATIONS OF THE DELAWARE DECEPTIVE TRADE PRACTICES ACT
(6 DEL. CODE § 2531, ET SEQ.)

504. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 503 above as if fully set forth herein.

505. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Delaware.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

506. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

507. Defendants and the Subclass members are "persons" within the meaning of 6 DEL. CODE § 2531(5).

ANSWER: FieldTurf denies the allegations in Paragraph 507 of the Second Amended Complaint.

508. The Delaware Deceptive Trade Practices Act ("DTPA") makes unlawful deceptive trade practices in the course of a person's business.

ANSWER: FieldTurf admits that the Delaware statute referenced in Paragraph 508 of the Second Amended Complaint contains the referenced language, but denies that it violated any part of the statute.

509. In the course of their business, Defendants violated the DTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in 6 DEL. CODE § 2532(a):

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised; and/or

d. Engaging in other conduct which created a likelihood of confusion or misunderstanding.

ANSWER: FieldTurf denies the allegations in Paragraph 509 of the Second Amended Complaint.

510. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 510 of the Second Amended Complaint.

511. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 511 of the Second Amended Complaint.

512. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the DTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts

concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 512 of the Second Amended Complaint.

513. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 513 of the Second Amended Complaint.

514. Pursuant to 6 DEL. CODE § 2533, the Subclass seeks an order awarding damages, punitive or treble damages, and any other just and proper relief available under the DTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 514 of the Second Amended Complaint.

COUNT III
BREACH OF EXPRESS WARRANTY
(6 DEL. CODE § 2-313)

515. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 514 above as if fully set forth herein.

516. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Delaware.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

517. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

518. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under 6 DEL. C. § 2-104(1), and "sellers" of the Duraspine Turf fields under § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 518 of the Second Amended Complaint.

519. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of 6 DEL. C. § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 519 of the Second Amended Complaint.

520. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 520 of the Second Amended Complaint.

521. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 521 of the Second Amended Complaint.

522. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 522 of the Second Amended Complaint.

523. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 523 of the Second Amended Complaint.

524. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 524 of the Second Amended Complaint.

525. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of

the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 525 of the Second Amended Complaint.

526. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 526 of the Second Amended Complaint.

527. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 527 of the Second Amended Complaint.

COUNT IV
BREACH OF IMPLIED WARRANTIES
(6 DEL. CODE §§ 2-314 AND 2-315)

528. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 527 above as if fully set forth herein.

529. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in Delaware.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

530. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

531. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under 6 DEL. C. § 2-104(1), and "sellers" of the Duraspine Turf fields under § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 531 of the Second Amended Complaint.

532. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of 6 DEL. C. § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 532 of the Second Amended Complaint.

533. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to 6 DEL. CODE § 2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 533 of the Second Amended Complaint.

534. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to 6 DEL. CODE § 2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 534 of the Second Amended Complaint.

535. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 535 of the Second Amended Complaint.

536. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 536 of the Second Amended Complaint.

537. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 537 of the Second Amended Complaint.

J. District of Columbia

COUNT I
VIOLATION OF THE CONSUMER PROTECTION PROCEDURES ACT
(D.C. CODE § 28-3901, ET SEQ.)

538. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 537 above as if fully set forth herein.

539. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Columbia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

540. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

541. Defendants and the Subclass members are "persons" within the meaning of D.C. CODE § 28-3901(a)(1). The Subclass members are "consumers" within the meaning of D.C. CODE § 28-3901(1)(2).

ANSWER: FieldTurf denies the allegations in Paragraph 541 of the Second Amended Complaint.

542. Defendants are engaged in "trade practices" within the meaning of D.C. CODE § 28-3901.

ANSWER: FieldTurf denies the allegations in Paragraph 542 of the Second Amended Complaint.

543. The District of Columbia Consumer Protection Procedures Act ("District of Columbia CPPA") makes unlawful unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce. D.C. CODE § 28-3901, et seq.

ANSWER: FieldTurf admits that The District of Columbia Consumer Protection Procedures Act referenced in Paragraph 543 of the Second Amended Complaint makes unlawful engaging in an unfair or deceptive trade practice, but denies that FieldTurf violated the Act.

544. In the course of their business, Defendants violated the District of Columbia CPPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in D.C. CODE § 28-3901, et seq.:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf further denies the remaining allegations in Paragraph 544 of the Second Amended Complaint.

545. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 545 of the Second Amended Complaint.

546. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 546 of the Second Amended Complaint.

547. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the District of Columbia CPPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 547 of the Second Amended Complaint.

548. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 548 of the Second Amended Complaint.

549. Defendants' violations present a continuing risk to the Subclass, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

ANSWER: FieldTurf denies the allegations in Paragraph 549 of the Second Amended Complaint.

550. Pursuant to D.C. CODE § 28-3901, the Subclass seeks an order awarding damages, treble and/or punitive damages, and any other just and proper relief available under the District of Columbia CPPA.

ANSWER: FieldTurf denies the allegations in Paragraph 550 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(D.C. CODE § 28:2-313)

551. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 550 above as if fully set forth herein.

552. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Columbia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

553. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

554. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under D.C. CODE § 28:2-104(1), and "sellers" of the Duraspine Turf fields under § 28:2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 554 of the Second Amended Complaint.

555. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of D.C. CODE § 28:2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 555 of the Second Amended Complaint.

556. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 556 of the Second Amended Complaint.

557. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 557 of the Second Amended Complaint.

558. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 558 of the Second Amended Complaint.

559. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 559 of the Second Amended Complaint.

560. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 560 of the Second Amended Complaint.

561. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 561 of the Second Amended Complaint.

562. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 562 of the Second Amended Complaint.

563. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 563 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(D.C. CODE §§ 28:2-314 AND 28:2-315)

564. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 563 above as if fully set forth herein.

565. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Columbia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

566. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

567. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under D.C. CODE § 28:2-104(1), and "sellers" of the Duraspine Turf fields under § 28:2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 567 of the Second Amended Complaint.

568. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of D.C. CODE § 28:2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 568 of the Second Amended Complaint.

569. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to D.C. CODE § 28:2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 569 of the Second Amended Complaint.

570. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to D.C. CODE § 28:2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of

performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 570 of the Second Amended Complaint.

571. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 571 of the Second Amended Complaint.

572. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 572 of the Second Amended Complaint.

573. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 573 of the Second Amended Complaint.

K. Florida Claims

COUNT I
VIOLATION OF FLORIDA'S UNFAIR & DECEPTIVE TRADE PRACTICES ACT
(FLA. STAT. § 501.201,* ET SEQ.*)

574. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 573 above as if fully set forth herein.

575. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Florida.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

576. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

577. The Subclass members are "consumers" within the meaning of FLA. STAT. § 501.203(7).

ANSWER: FieldTurf denies the allegations in Paragraph 577 of the Second Amended Complaint.

578. Defendants are engaged in "trade" or "commerce" within the meaning of FLA. STAT. § 501.203(8).

ANSWER: FieldTurf denies the allegations in Paragraph 578 of the Second Amended Complaint.

579. The Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") makes unlawful "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce . . ." FLA. STAT. § 501.204(1).

ANSWER: FieldTurf admits that the Florida statute referenced in Paragraph 579 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

580. In the course of their business, Defendants violated the FDUTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices prohibited by FLA. STAT. § 501.204(1):

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised;

d. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

e. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment,

suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 580 of the Second Amended Complaint.

581. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 581 of the Second Amended Complaint.

582. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 582 of the Second Amended Complaint.

583. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the FDUTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 583 of the Second Amended Complaint.

584. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 584 of the Second Amended Complaint.

585. Pursuant to FLA. STAT. § 501.2105(1)-(2), the Subclass seeks an order awarding damages and any other just and proper relief available under the FDUTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 585 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(FLA. STAT. § 672.313)

586. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 585 above as if fully set forth herein.

587. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Florida.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

588. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

589. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under FLA. STAT. § 672.104(1), and "sellers" of the Duraspine Turf fields under § 672.103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 589 of the Second Amended Complaint.

590. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of FLA. STAT. § 672.105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 590 of the Second Amended Complaint.

591. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 591 of the Second Amended Complaint.

592. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 592 of the Second Amended Complaint.

593. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 593 of the Second Amended Complaint.

594. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 594 of the Second Amended Complaint.

595. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 595 of the Second Amended Complaint.

596. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 596 of the Second Amended Complaint.

597. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 597 of the Second Amended Complaint.

598. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 598 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(FLA. STAT. §§ 672.314 AND 672.315)

599. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 598 above as if fully set forth herein.

600. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Florida.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

601. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

602. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under FLA. STAT. § 672.104(1), and "sellers" of the Duraspine Turf fields under § 672.103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 602 of the Second Amended Complaint.

603. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of FLA. STAT. § 672.105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 603 of the Second Amended Complaint.

604. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to FLA. STAT. § 672.314.

ANSWER: FieldTurf denies the allegations in Paragraph 604 of the Second Amended Complaint.

605. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to FLA. STAT. § 672.315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 605 of the Second Amended Complaint.

606. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 606 of the Second Amended Complaint.

607. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 607 of the Second Amended Complaint.

608. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 608 of the Second Amended Complaint.

L. Georgia Claims

COUNT I
VIOLATIONS OF GEORGIA'S UNIFORM DECEPTIVE TRADE PRACTICES ACT
***(GA. CODE ANN. § 10-1-370,* ET SEQ.)**

609. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 608 above as if fully set forth herein.

610. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Georgia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified ass.

611. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

612. Defendants and the Subclass members are "persons" within the meaning of Georgia Uniform Deceptive Trade Practices Act ("Georgia UDTPA"), GA. CODE ANN. § 10-1-371(5).

ANSWER: FieldTurf denies the allegations in Paragraph 612 of the Second Amended Complaint.

613. The Georgia UDTPA prohibits any "deceptive trade practices," which include misrepresenting the "standard, quality, or grade" of goods or services, and engaging "in any other conduct which similarly creates a likelihood of confusion or of misunderstanding." GA. CODE ANN. § 10-1-372(a).

ANSWER: FieldTurf admits that the Georgia statute referenced in Paragraph 613 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

614. In the course of their business, Defendants violated the Georgia UDTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following deceptive trade practices:

a. representing that the Duraspine Turf fields have characteristics, uses, or benefits that they do not have;

b. representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. advertising the Duraspine Turf fields with the intent not to sell them as advertised; and/or

d. engaging in other conduct which created a likelihood of confusion or of misunderstanding.

ANSWER: FieldTurf denies the allegations in Paragraph 614 of the Second Amended Complaint.

615. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 615 of the Second Amended Complaint.

616. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 616 of the Second Amended Complaint.

617. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Georgia UDTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 617 of the Second Amended Complaint.

618. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 618 of the Second Amended Complaint.

619. Pursuant to GA. CODE ANN. § 10-1-373, the Subclass seeks any such orders or judgments as may be necessary to restore to Plaintiffs and Subclass members any money acquired by deceptive trade practices, including restitution and/or restitutionary disgorgement, and any other just and proper relief available under the Georgia UDTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 619 of the Second Amended Complaint.

COUNT II
VIOLATIONS OF GEORGIA'S FAIR BUSINESS PRACTICES ACT
***(GA. CODE ANN. § 10-1-390,* ET SEQ.)**

620. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 620 above as if fully set forth herein.

621. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Georgia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

622. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

623. The Georgia Fair Business Practices Act ("Georgia FBPA") declares "[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce" to be unlawful. GA. CODE ANN. § 10-1-393(a).

ANSWER: FieldTurf admits that the Georgia statute referenced in Paragraph 623 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

624. In the course of their business, Defendants violated the Georgia FBPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in GA. CODE ANN. § 10-1-393(b):

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 624 of the Second Amended Complaint.

625. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 625 of the Second Amended Complaint.

626. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 626 of the Second Amended Complaint.

627. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Georgia FBPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 627 of the Second Amended Complaint.

628. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 628 of the Second Amended Complaint.

629. Pursuant to GA. CODE ANN. § 10-1-399, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Georgia FBPA.

ANSWER: FieldTurf denies the allegations in Paragraph 629 of the Second Amended Complaint.

630. Defendants were provided notice of the issues raised in this Count and this Complaint, as detailed above. In addition, on October 19, 2017, a notice letter was sent on behalf of the Subclass to Defendants pursuant to GA. CODE ANN. § 10-1-399(b). Because Defendants failed to remedy their unlawful conduct within the requisite time period, the Subclass seeks all damages and relief to which they are entitled.

ANSWER: FieldTurf denies the allegations in Paragraph 630 of the Second Amended Complaint.

COUNT III
BREACH OF EXPRESS WARRANTY
(GA. CODE ANN. § 11-2-313)

631. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 630 above as if fully set forth herein.

632. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Georgia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

633. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

634. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under GA. CODE ANN. § 11-2-104(1), and "sellers" of the Duraspine Turf fields under § 11-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 634 of the Second Amended Complaint.

635. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of GA. CODE ANN. § 11-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 635 of the Second Amended Complaint.

636. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 636 of the Second Amended Complaint.

637. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 637 of the Second Amended Complaint.

638. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed

to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 638 of the Second Amended Complaint.

639. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 639 of the Second Amended Complaint.

640. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 640 of the Second Amended Complaint.

641. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 641 of the Second Amended Complaint.

642. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 642 of the Second Amended Complaint.

643. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 643 of the Second Amended Complaint.

COUNT IV
BREACH OF IMPLIED WARRANTIES
(GA. CODE ANN. §§ 11-2-314 AND 11-2-315)

644. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 643 above as if fully set forth herein.

645. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Georgia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

646. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

647. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under GA. CODE ANN. § 11-2-104(1), and "sellers" of the Duraspine Turf fields under § 11-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 647 of the Second Amended Complaint.

648. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of GA. CODE ANN. § 11-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 648 of the Second Amended Complaint.

649. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to GA. CODE ANN. § 11-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 649 of the Second Amended Complaint.

650. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to GA. CODE ANN. § 11-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 650 of the Second Amended Complaint.

651. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 651 of the Second Amended Complaint.

652. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 652 of the Second Amended Complaint.

653. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 653 of the Second Amended Complaint.

M. Idaho Claims

COUNT I
VIOLATIONS OF THE IDAHO CONSUMER PROTECTION ACT
***(IDAHO CODE § 48-601*, ET SEQ.)**

654. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 653 above as if fully set forth herein.

655. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Idaho.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

656. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

657. Defendants and the Subclass members are "persons" within the meaning IDAHO CODE § 48-602(1).

ANSWER: FieldTurf denies the allegations in Paragraph 657 of the Second Amended Complaint.

658. Defendants are engaged in "trade" or "commerce" within the meaning of IDAHO CODE § 48-602(2).

ANSWER: FieldTurf denies the allegations in Paragraph 658 of the Second Amended Complaint.

659. The Duraspine Turf fields are "goods" within the meaning of IDAHO CODE § 48-602(6).

ANSWER: FieldTurf denies the allegations in Paragraph 659 of the Second Amended Complaint.

660. The Idaho Consumer Credit and Protection Act ("Idaho CPA") makes unlawful misleading, false, or deceptive acts. **This is wrong – I think they meant to site The Idaho Consumer Protection Act § 48-601, which "protect(s) both consumers and businesses against unfair methods of competition and unfair or deceptive acts and practices in the conduct of trade or commerce…"**

ANSWER: FieldTurf denies the allegations in Paragraph 660 of the Second Amended Complaint.

661. In the course of their business, Defendants violated the Idaho CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices proscribed by IDAHO CODE § 48-603:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised; and/or

d. Engaging in other conduct which created a likelihood of confusion or of misunderstanding.

ANSWER: FieldTurf denies the allegations in Paragraph 661 of the Second Amended Complaint.

662. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 662 of the Second Amended Complaint.

663. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 663 of the Second Amended Complaint.

664. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Idaho CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 664 of the Second Amended Complaint.

665. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 665 of the Second Amended Complaint.

666. Pursuant IDAHO CODE § 48-608, the Subclass seeks an order awarding damages, punitive damages, and any other just and proper relief available under the Idaho CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 666 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(IDAHO CODE § 28-2-313)

667. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 666 above as if fully set forth herein.

668. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Idaho.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

669. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

670. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under IDAHO CODE § 28-2-104(1), and "sellers" of the Duraspine Turf fields under § 28-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 670 of the Second Amended Complaint.

671. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of IDAHO CODE § 28-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 671 of the Second Amended Complaint.

672. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 672 of the Second Amended Complaint.

673. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 673 of the Second Amended Complaint.

674. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 674 of the Second Amended Complaint.

675. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 675 of the Second Amended Complaint.

676. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 676 of the Second Amended Complaint.

677. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 677 of the Second Amended Complaint.

678. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 678 of the Second Amended Complaint.

679. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 679 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(IDAHO CODE §§ 28-2-314 AND 28-2-315)

680. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 679 above as if fully set forth herein.

681. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Idaho.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

682. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

683. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under IDAHO CODE § 28-2-104(1), and "sellers" of the Duraspine Turf fields under § 28-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 683 of the Second Amended Complaint.

684. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of IDAHO CODE § 28-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 684 of the Second Amended Complaint.

685. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to IDAHO CODE § 28-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 685 of the Second Amended Complaint.

686. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to IDAHO CODE § 28-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 686 of the Second Amended Complaint.

687. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 687 of the Second Amended Complaint.

688. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 688 of the Second Amended Complaint.

689. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 689 of the Second Amended Complaint.

N. Illinois Claims

COUNT I
VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
(815 ILCS 505/1, ET SEQ. AND 510/2)

690. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 689 above as if fully set forth herein.

691. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Illinois.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

692. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

693. Defendants and the Subclass members are "persons" within the meaning 815 ILCS 505/1(c) and 510/1(5). The Subclass members are "consumers" within the meaning of 815 ILCS 505/1(e).

ANSWER: FieldTurf denies the allegations in Paragraph 693 of the Second Amended Complaint.

694. The Illinois Consumer Fraud and Deceptive Practices Act ("Illinois CFA") makes unlawful "unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of trade or commerce . . . whether any person has in fact been misled, deceived or damaged thereby." 815 ILCS 505/2. The Illinois CFA further makes unlawful deceptive trade practices undertaken in the course of business. 815 ILCS 510/2.

ANSWER: FieldTurf admits that the Illinois statute referenced in Paragraph 694 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

695. In the course of their business, Defendants violated the Illinois CFA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices prohibited by 815 ILCS 505/2 and 510/2:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised;

d. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

e. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields, whether or not any person has in fact been misled, deceived or damaged thereby.

ANSWER: FieldTurf denies the allegations in Paragraph 695 of the Second Amended Complaint.

696. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 696 of the Second Amended Complaint.

697. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 697 of the Second Amended Complaint, and therefore denies it.

698. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Illinois CFA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 698 of the Second Amended Complaint.

699. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 699 of the Second Amended Complaint.

700. Defendants' violations present a continuing risk to Plaintiffs and the Subclass, as well as to the general public. Defendants' unlawful acts and practices complained of herein affect the public interest.

ANSWER: FieldTurf denies the allegations in Paragraph 700 of the Second Amended Complaint.

701. Pursuant to 815 ILCS 505/10a(a) and 510/3, Subclass seeks an order awarding damages, punitive damages, and any other just and proper relief available under the Illinois CFA.

ANSWER: FieldTurf denies the allegations in Paragraph 701 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(810 ILL. COMP. STAT. § 5/2-313)

702. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 701 above as if fully set forth herein.

703. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Illinois.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

704. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

705. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under 810 ILL. COMP. STAT. § 5/2-104(1), and "sellers" of the Duraspine Turf fields under § 5/2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 705 of the Second Amended Complaint.

706. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of 810 ILL. COMP. STAT. § 5/2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 706 of the Second Amended Complaint.

707. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 707 of the Second Amended Complaint.

708. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 708 of the Second Amended Complaint.

709. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 709 of the Second Amended Complaint.

710. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 710 of the Second Amended Complaint.

711. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 711 of the Second Amended Complaint.

712. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 712 of the Second Amended Complaint.

713. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 713 of the Second Amended Complaint.

714. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 714 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(810 ILL. COMP. STAT. §§ 5/2-314 AND 5/2-315)

715. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 714 above as if fully set forth herein.

716. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Illinois.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

717. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

718. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under 810 ILL. COMP. STAT. § 5/2-104(1), and "sellers" of the Duraspine Turf fields under § 5/2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 718 of the Second Amended Complaint.

719. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of 810 ILL. COMP. STAT. § 5/2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 719 of the Second Amended Complaint.

720. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to 810 ILL. COMP. STAT. § 5/2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 720 of the Second Amended Complaint.

721. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to 810 ILL. COMP. STAT. § 5/2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 721 of the Second Amended Complaint.

722. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 722 of the Second Amended Complaint.

723. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 723 of the Second Amended Complaint.

724. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 724 of the Second Amended Complaint.

O. Indiana Claims

COUNT I
VIOLATION OF THE INDIANA DECEPTIVE CONSUMER SALES ACT
(IND. CODE § 24-5-0.5-3)

725. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 724 above as if fully set forth herein.

726. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Indiana.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

727. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

728. Defendants and the Subclass members are "persons" within the meaning of IND. CODE § 24-5-0.5-2(2). Each Defendant is also a "supplier" within the meaning of IND. CODE § 24-5-.05-2(a)(3).

ANSWER: FieldTurf denies the allegations in Paragraph 728 of the Second Amended Complaint.

729. The Subclass members' purchases of the Duraspine Turf fields are "consumer transactions" within the meaning of IND. CODE § 24-5-.05-2(a)(1).

ANSWER: FieldTurf denies the allegations in Paragraph 729 of the Second Amended Complaint.

730. The Indiana Deceptive Consumer Sales Act ("Indiana DCSA") prohibits a ~~***person***~~ ***supplier*** *from engaging in a "deceptive act," which includes representing: "(1) That such subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, or that a person has a sponsorship, approval, status, affiliation, or connection it does not have* ***which the supplier knows or should reasonably know it does not have****. (2) That such subject of a consumer transaction is of a particular standard, quality, grade, style or model, if it is not and if the supplier knows or should reasonably know that it is not. . . . (7) That the supplier has a sponsorship, approval, or affiliation in such consumer transaction that the supplier does not have, and which the supplier knows*

or should reasonably know that the supplier does not have. . . . (c) Any representations on or within a product or its packaging or in advertising or promotional materials which would constitute a deceptive act shall be the deceptive act both of the supplier who places such a representation thereon or therein, or who authored such materials, and such ***other*** *suppliers who shall state orally or in writing that such representation is true if such other supplier shall know or have reason to know that such representation was false." IND. CODE § 24-5-0.5-3.*

ANSWER: FieldTurf denies that the Indiana statute referenced in Paragraph 730 of the Second Amended Complaint is quoted correctly. FieldTurf further denies that it violated any part of the Indiana Deceptive Consumer Sales Act referenced in Paragraph 730 of the Second Amended Complaint.

731. In the course of their business, Defendants violated the Indiana DCSA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in IND. CODE § 24-5-0.5-3:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 731 of the Second Amended Complaint.

732. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 732 of the Second Amended Complaint.

733. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 733 of the Second Amended Complaint.

734. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Indiana DCSA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 734 of the Second Amended Complaint.

735. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 735 of the Second Amended Complaint.

736. Pursuant to IND. CODE § 24-5-0.5-4, the Subclass seeks an order awarding damages, punitive damages, and any other just and proper relief available under the Indiana DCSA.

ANSWER: FieldTurf denies the allegations in Paragraph 736 of the Second Amended Complaint.

737. Defendants were provided notice of the issues raised in this Count and this Complaint, as detailed above. In addition, on October 19, 2017, a notice letter was sent on behalf of the Subclass to Defendants pursuant to IND. CODE § 24-5-0.5-5(a). Because Defendants failed to remedy their unlawful conduct within the requisite time period, the Subclass seeks all damages and relief to which they are entitled.

ANSWER: FieldTurf denies the allegations in Paragraph 737 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(IND. CODE § 26-1-2-313)

738. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 737 above as if fully set forth herein.

739. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Indiana.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

740. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

741. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under IND. CODE § 26-1-2-104(1), and "sellers" of the Duraspine Turf fields under § 26-1-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 741 of the Second Amended Complaint.

742. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of IND. CODE § 26-1-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 742 of the Second Amended Complaint.

743. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 743 of the Second Amended Complaint.

744. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 744 of the Second Amended Complaint.

745. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 745 of the Second Amended Complaint.

746. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 746 of the Second Amended Complaint.

747. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 747 of the Second Amended Complaint.

748. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 748 of the Second Amended Complaint.

749. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 749 of the Second Amended Complaint.

750. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 750 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(IND. CODE §§ 26-1-2-314 AND 26-1-2-315)

751. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 750 above as if fully set forth herein.

752. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Indiana.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

753. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

754. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under IND. CODE § 26-1-2-104(1), and "sellers" of the Duraspine Turf fields under § 26-1-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 754 of the Second Amended Complaint.

755. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of IND. CODE § 26-1-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 755 of the Second Amended Complaint.

756. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to IND. CODE § 26-1-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 756 of the Second Amended Complaint.

757. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to IND. CODE § 26-1-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 757 of the Second Amended Complaint.

758. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 758 of the Second Amended Complaint.

759. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 759 of the Second Amended Complaint.

760. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 760 of the Second Amended Complaint.

P. Iowa Claims

COUNT I
BREACH OF EXPRESS WARRANTY
(IOWA CODE § 554.2313)

761. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 760 above as if fully set forth herein.

762. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Iowa.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

763. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

764. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under IOWA CODE § 554.2104(1), and "sellers" of the Duraspine Turf fields under § 554.2103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 764 of the Second Amended Complaint.

765. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of IOWA CODE § 554.2105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 765 of the Second Amended Complaint.

766. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 766 of the Second Amended Complaint.

767. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 767 of the Second Amended Complaint.

768. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 768 of the Second Amended Complaint.

769. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 769 of the Second Amended Complaint.

770. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 770 of the Second Amended Complaint.

771. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 771 of the Second Amended Complaint.

772. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 772 of the Second Amended Complaint.

773. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 773 of the Second Amended Complaint.

COUNT II
BREACH OF IMPLIED WARRANTIES
(IOWA CODE §§ 554.2314 AND 554. 2315)

774. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 773 above as if fully set forth herein.

775. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Iowa.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

776. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

777. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under IOWA CODE § 554.2104(1), and "sellers" of the Duraspine Turf fields under § 554.2103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 777 of the Second Amended Complaint.

778. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of IOWA CODE § 554.2105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 778 of the Second Amended Complaint.

779. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to IOWA CODE § 554.2314.

ANSWER: FieldTurf denies the allegations in Paragraph 779 of the Second Amended Complaint.

780. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to IOWA CODE § 554. 2315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of

performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 780 of the Second Amended Complaint.

781. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 781 of the Second Amended Complaint.

782. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 782 of the Second Amended Complaint.

783. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 783 of the Second Amended Complaint.

Q. Kansas Claims

COUNT I
BREACH OF EXPRESS WARRANTY
(KAN. STAT. ANN. § 84-2-313)

784. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 783 above as if fully set forth herein.

785. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Kansas.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

786. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

787. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under KAN. STAT. ANN. § 84-2-104(1), and "sellers" of the Duraspine Turf fields under § 84-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 787 of the Second Amended Complaint.

788. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of KAN. STAT. ANN. § 84-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 788 of the Second Amended Complaint.

789. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 789 of the Second Amended Complaint.

790. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 790 of the Second Amended Complaint.

791. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 791 of the Second Amended Complaint.

792. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 792 of the Second Amended Complaint.

793. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 793 of the Second Amended Complaint.

794. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 794 of the Second Amended Complaint.

795. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 795 of the Second Amended Complaint.

796. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 796 of the Second Amended Complaint.

COUNT II
BREACH OF IMPLIED WARRANTIES
(KAN. STAT. ANN. §§ 84-2-314 AND 84-2-315)

797. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 796 above as if fully set forth herein.

798. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Kansas.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

799. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

800. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under KAN. STAT. ANN. § 84-2-104(1), and "sellers" of the Duraspine Turf fields under § 84-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 800 of the Second Amended Complaint.

801. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of KAN. STAT. ANN. § 84-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 801 of the Second Amended Complaint.

802. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to KAN. STAT. ANN. § 84-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 802 of the Second Amended Complaint.

803. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to KAN. STAT. ANN. § 84-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 803 of the Second Amended Complaint.

804. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 804 of the Second Amended Complaint.

805. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 805 of the Second Amended Complaint.

806. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 806 of the Second Amended Complaint.

R. Kentucky Claims

COUNT I
VIOLATION OF THE KENTUCKY CONSUMER PROTECTION ACT
***(KY. REV. STAT. § 367.110,* ET SEQ.)**

807. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 806 above as if fully set forth herein.

808. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Kentucky.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

809. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

810. Defendants and the Subclass members are "persons" within the meaning of KY. REV. STAT. § 367.110(1).

ANSWER: FieldTurf denies the allegations in Paragraph 810 of the Second Amended Complaint.

811. Defendants are engaged in "trade" or "commerce" within the meaning of KY. REV. STAT. § 367.110(2).

ANSWER: FieldTurf denies the allegations in Paragraph 811 of the Second Amended Complaint.

812. The Duraspine Turf fields are "goods" within the meaning of KY. REV. STAT. § 367.220(1).

ANSWER: FieldTurf denies the allegations in Paragraph 812 of the Second Amended Complaint.

813. The Kentucky Consumer Protection Act ("Kentucky CPA") makes unlawful "[u]nfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce . . .." KY. REV. STAT. § 367.170(1).

ANSWER: FieldTurf admits that the Kentucky statute referenced in Paragraph 813 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

814. In the course of their business, Defendants violated the Kentucky CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices in violation of KY. REV. STAT. § 367.170(1):

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised;

d. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

e. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 814 of the Second Amended Complaint.

815. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 815 of the Second Amended Complaint.

816. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 816 of the Second Amended Complaint.

817. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Kentucky CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 817 of the Second Amended Complaint.

818. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 818 of the Second Amended Complaint.

819. Pursuant to KY. REV. STAT. ANN. § 367.220, the Subclass seeks an order awarding damages, punitive damages, and any other just and proper relief available under the Kentucky CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 819 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(KY. REV. STAT. § 355.2-313)

820. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 819 above as if fully set forth herein.

821. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Kentucky.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

822. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

823. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under KY. REV. STAT. § 355.2-104(1), and "sellers" of the Duraspine Turf fields under § 355.2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 823 of the Second Amended Complaint.

824. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of KY. REV. STAT. § 355.2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 824 of the Second Amended Complaint.

825. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 825 of the Second Amended Complaint.

826. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 826 of the Second Amended Complaint.

827. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 827 of the Second Amended Complaint.

828. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 828 of the Second Amended Complaint.

829. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 829 of the Second Amended Complaint.

830. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 830 of the Second Amended Complaint.

831. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 831 of the Second Amended Complaint.

832. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 832 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(KY. REV. STAT. §§ 355.2-314 AND 355.2-315)

833. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 832 above as if fully set forth herein.

834. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Kentucky.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

835. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

836. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under KY. REV. STAT. § 355.2-104(1), and "sellers" of the Duraspine Turf fields under § 355.2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 836 of the Second Amended Complaint.

837. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of KY. REV. STAT. § 355.2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 837 of the Second Amended Complaint.

838. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to KY. REV. STAT. § 355.2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 838 of the Second Amended Complaint.

839. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to KY. REV. STAT. § 355.2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 839 of the Second Amended Complaint.

840. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 840 of the Second Amended Complaint.

841. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 841 of the Second Amended Complaint.

842. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 842 of the Second Amended Complaint.

S. Louisiana Claims

COUNT I
VIOLATIONS OF THE LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

(LA. REV. STAT. § 51:1401, *ET SEQ.*)

843. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 842 above as if fully set forth herein.

844. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Louisiana.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

845. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

846. Defendants and the Subclass members are "persons" within the meaning of LA. REV. STAT. § 51:1402(8). The Subclass members are "consumers" within the meaning of LA. REV. STAT. § 51:1402(1).

ANSWER: FieldTurf denies the allegations in Paragraph 846 of the Second Amended Complaint.

847. Defendants are engaged in "trade" or "commerce" within the meaning of LA. REV. STAT. § 51:1402(10).

ANSWER: FieldTurf denies the allegations in Paragraph 847 of the Second Amended Complaint.

848. The Louisiana Unfair Trade Practices and Consumer Protection Law ("Louisiana CPL") makes unlawful "deceptive acts or practices in the conduct of any trade or commerce." LA. REV. STAT. § 51:1405(A).

ANSWER: FieldTurf admits that the Louisiana statute referenced in Paragraph 848 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

849. In the course of their business, Defendants violated the Louisiana CPL by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in LA. REV. STAT. § 51:1405(A):

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised;

d. Engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

e. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 849 of the Second Amended Complaint.

850. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 850 of the Second Amended Complaint.

851. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 851 of the Second Amended Complaint.

852. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Louisiana CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive

knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 852 of the Second Amended Complaint.

853. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 853 of the Second Amended Complaint.

854. Pursuant to LA. REV. STAT. § 51:1409, the Subclass seeks an order awarding damages, punitive damages, and any other just and proper relief available under the Louisiana CPL.

ANSWER: FieldTurf denies the allegations in Paragraph 854 of the Second Amended Complaint.

COUNT II
BREACH OF WARRANTY AGAINST REDHIBITORY DEFECTS/BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(LA. CIV. CODE ART. 2520, 2524)

855. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 854 above as if fully set forth herein.

856. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Louisiana.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

857. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

858. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields, and "sellers" of the Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 858 of the Second Amended Complaint.

859. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 859 of the Second Amended Complaint.

860. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 860 of the Second Amended Complaint.

861. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 861 of the Second Amended Complaint.

862. Additionally, a warranty that the Duraspine Turf fields were in merchantable condition and fit for the ordinary purpose for which such fields are used is implied by law in the instant transactions.

ANSWER: FieldTurf denies the allegations in Paragraph 862 of the Second Amended Complaint.

863. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 863 of the Second Amended Complaint.

864. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 864 of the Second Amended Complaint.

865. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of

the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 865 of the Second Amended Complaint.

866. Moreover, Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 866 of the Second Amended Complaint.

867. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 867 of the Second Amended Complaint.

868. As a direct and proximate result of Defendants' breach of their express warranty, and their implied warranty of merchantability, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 868 of the Second Amended Complaint.

869. Defendants were provided notice of the issues raised in this Count and this Complaint as a detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 869 of the Second Amended Complaint.

T. Maine Claims

COUNT I
VIOLATION OF MAINE UNFAIR TRADE PRACTICES ACT
(ME. REV. STAT. ANN. TIT. 5, § 205-A*, ET SEQ.*)

870. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 869 above as if fully set forth herein.

871. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Maine.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

872. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

873. Defendants and the Subclass members are "persons" within the meaning of ME. REV. STAT. ANN. tit. 5, § 206(2).

ANSWERFieldTurf denies the allegations in Paragraph 873 of the Second Amended Complaint.

874. Defendants are engaged in "trade" or "commerce" within the meaning of ME. REV. STAT. ANN. tit. 5, § 206(3).

ANSWER: FieldTurf denies the allegations in Paragraph 874 of the Second Amended Complaint.

875. The Maine Unfair Trade Practices Act ("Maine UTPA") makes unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce. . .." ME. REV. STAT. ANN. tit. 5, § 207.

ANSWER: FieldTurf admits that the Maine statute referenced in Paragraph 875 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

876. In the course of their business, Defendants violated the Maine UTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in ME. REV. STAT. ANN. tit. 5, § 207:

a. representing that the Duraspine Turf fields have approval, characteristics, uses, or benefits that they do not have;

b. representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not;

c. advertising the Duraspine Turf fields with the intent not to sell them as advertised;

d. engaging in other conduct which created a likelihood of confusion or of misunderstanding; and/or

e. using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Duraspine Turf fields, whether or not any person has in fact been misled, deceived or damaged thereby.

ANSWER: FieldTurf denies the allegations in Paragraph 876 of the Second Amended Complaint.

877. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 877 of the Second Amended Complaint.

878. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 878 of the Second Amended Complaint.

879. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Maine UTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 879 of the Second Amended Complaint.

880. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 880 of the Second Amended Complaint.

881. Pursuant to ME. REV. STAT. ANN. tit. 5, § 213, the Subclass seeks an order awarding damages, punitive damages, and any other just and proper relief available under the Maine UTPA. 882. Defendants were provided notice of the issues raised in this Count and this Complaint, as detailed above. In addition, on October 19, 2017, a notice letter was sent on behalf of the Subclass to Defendants pursuant to ME. REV.

STAT. ANN. tit. 5, § 213(1-A). Because Defendants failed to remedy their unlawful conduct within the requisite time period, the Subclass seeks all damages and relief to which they are entitled.

ANSWER: FieldTurf denies the allegations in Paragraph 881 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(ME. REV. STAT. ANN. TIT. 11, § 2-313)

882. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 881 above as if fully set forth herein.

883. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Maine.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

884. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

885. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ME. REV. STAT. ANN. tit. 11, § 2-104(1), and "sellers" of the Duraspine Turf fields under § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 885 of the Second Amended Complaint.

886. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ME. REV. STAT. ANN. tit. 11, § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 886 of the Second Amended Complaint.

887. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 887 of the Second Amended Complaint.

888. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 888 of the Second Amended Complaint.

889. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 889 of the Second Amended Complaint.

890. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 890 of the Second Amended Complaint.

891. Thus, Defendants' eight-year written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 891 of the Second Amended Complaint.

892. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 892 of the Second Amended Complaint.

893. As a direct and proximate result of Defendants' breach of their express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 893 of the Second Amended Complaint.

894. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 894 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(ME. REV. STAT. ANN. TIT. 11, §§ 2-314, 2-315)

895. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 894 above as if fully set forth herein.

896. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Maine.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

897. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

898. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under ME. REV. STAT. ANN. tit. 11, § 2-104(1), and "sellers" of the Duraspine Turf fields under § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 898 of the Second Amended Complaint.

899. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of ME. REV. STAT. ANN. tit. 11, § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 899 of the Second Amended Complaint.

900. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to ME. REV. STAT. ANN. tit. 11, § 2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 900 of the Second Amended Complaint.

901. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to ME. REV. STAT. ANN. tit. 11, § 2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular

standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 901 of the Second Amended Complaint.

902. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 902 of the Second Amended Complaint.

903. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 903 of the Second Amended Complaint.

904. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 904 of the Second Amended Complaint.

U. Maryland Claims

COUNT I
VIOLATIONS OF THE MARYLAND CONSUMER PROTECTION ACT
(MD. CODE COM. LAW § 13-101,* ET SEQ.*)

905. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 904 above as if fully set forth herein.

906. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Maryland.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

907. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

908. Defendants and the Subclass members are "persons" within the meaning of Md. Code Comm. Law § 13-101(h). The Subclass members are "consumers" within the meaning of MD. CODE COMM. LAW § 13-101(c)(1).

ANSWER: FieldTurf denies the allegations in Paragraph 908 of the Second Amended Complaint.

909. The Duraspine Turf fields are "consumer goods" within the meaning of MD. CODE COMM. LAW § 13-101(d)(1).

ANSWER: FieldTurf denies the allegations in Paragraph 909 of the Second Amended Complaint.

910. The Maryland Consumer Protection Act ("Maryland CPA") provides that a person may not engage in any unfair or deceptive trade practice in the sale or lease of any consumer good. MD. CODE COM. LAW § 13-303. MD. CODE COM. LAW § 13-301 defines unfair or deceptive trade practices.

ANSWER: FieldTurf admits that the Maryland statute referenced in Paragraph 910 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

911. The Maryland CPA makes unlawful several specific acts, including, but not limited to, representing that "(2)(i) Consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they do not have; . . . (iv) Consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not; . . . (3) Failure to state a material fact if the failure deceives or tends to deceive." MD. CODE COM. LAW § 13-301.

ANSWER: FieldTurf admits that the Maryland statute referenced in Paragraph 911 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

912. In the course of their business, Defendants violated the Maryland CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in MD. CODE COM. LAW § 13-301 defines unfair or deceptive trade practices:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 912 of the Second Amended Complaint.

913. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 913 of the Second Amended Complaint.

914. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 914 of the Second Amended Complaint.

915. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Maryland CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 915 of the Second Amended Complaint.

916. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 916 of the Second Amended Complaint.

917. Pursuant to MD. CODE COM. LAW § 13-408, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Maryland CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 917 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(MD. CODE COM. LAW § 2-313)

918. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 917 above as if fully set forth herein.

919. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Maryland.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

920. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

921. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under MD. CODE COM. LAW § 2-103(1)(d), and "merchants" under MD. CODE COM. LAW § 2-104(1). Plaintiffs were "buyers" of the Duraspine Turf fields. MD. CODE COM. LAW § 2- 103(1)(a).

ANSWER: FieldTurf denies the allegations in Paragraph 921 of the Second Amended Complaint.

922. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MD. CODE COM. LAW § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 922 of the Second Amended Complaint.

923. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 923 of the Second Amended Complaint.

924. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 924 of the Second Amended Complaint.

925. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 925 of the Second Amended Complaint.

926. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 926 of the Second Amended Complaint.

927. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 927 of the Second Amended Complaint.

928. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 928 of the Second Amended Complaint.

929. As a direct and proximate result of Defendants' breach of express warranty, the Maryland State Class members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 929 of the Second Amended Complaint.

930. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 930 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(MD. CODE COM. LAW § 2-314)

931. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 930 above as if fully set forth herein.

932. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Maryland.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

933. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

934. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under MD. CODE COM. LAW § 2-103(1)(d), and "merchants" under MD. CODE COM. LAW § 2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 934 of the Second Amended Complaint.

935. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MD. CODE COM. LAW § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 935 of the Second Amended Complaint.

936. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to MD. CODE COM. LAW § 2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 936 of the Second Amended Complaint.

937. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to MD. CODE COM. LAW § 2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular

standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 937 of the Second Amended Complaint.

938. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 938 of the Second Amended Complaint.

939. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 939 of the Second Amended Complaint.

940. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 940 of the Second Amended Complaint.

V. Massachusetts Claims

COUNT I
VIOLATIONS OF THE MASSACHUSETTS CONSUMER PROTECTION ACT (MASS. GEN. LAWS CH. 93A, § 1, ET SEQ.*)*

941. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 940 above as if fully set forth herein.

942. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Massachusetts.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

943. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

944. Defendants and the Subclass members are "persons" within the meaning of MASS. GEN. LAWS ch. 93A, § 1(a).

ANSWER: FieldTurf denies the allegations in Paragraph 944 of the Second Amended Complaint.

945. Defendants engaged in "trade" or "commerce" within the meaning of MASS. GEN. LAWS ch. 93A, § 1(b).

ANSWER: FieldTurf denies the allegations in Paragraph 945 of the Second Amended Complaint.

946. The Massachusetts Consumer Protection Act prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce." MASS. GEN. LAWS ch. 93A, § 2.

ANSWER: FieldTurf admits that the Massachusetts statute referenced in Paragraph 946 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

947. In the course of their business, Defendants violated the Massachusets Act by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 947 of the Second Amended Complaint.

948. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the

truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 948 of the Second Amended Complaint.

949. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 949 of the Second Amended Complaint.

950. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Massachusetts Law in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 950 of the Second Amended Complaint.

951. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 951 of the Second Amended Complaint.

952. Pursuant to MASS. GEN. LAWS ch. 93A, § 9, Plaintiffs seek monetary relief against Defendants measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of $25 for each Plaintiff. Because Defendants' conduct was committed willfully and knowingly, Plaintiffs and Class members are entitled to recover, for each Plaintiff, up to three times actual damages, but no less than two times actual damages.

ANSWER: FieldTurf denies the allegations in Paragraph 952 of the Second Amended Complaint.

953. Defendants were provided notice of the issues raised in this Count and this Complaint, as detailed above. In addition, on October 19, 2017, a notice letter was sent on behalf of the Subclass to Defendants pursuant to MASS. GEN. LAWS ch. 93A, § 9(3). Because Defendants failed to remedy their unlawful conduct within the requisite time period, the Subclass seeks all damages and relief to which they are entitled.

ANSWER: FieldTurf denies the allegations in Paragraph 953 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(MASS. GEN. LAWS CH. 106, § 2-313)

954. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 953 above as if fully set forth herein.

955. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Massachusetts.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

956. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

957. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under MASS. GEN. LAWS ch. 106 § 2-103(1)(d), and "merchants" under MASS. GEN. LAWS ch. 106 § 2-104(1). Plaintiffs were "buyers" of the Duraspine Turf fields. MASS. GEN. LAWS ch. 106 § 2-103(1)(a).

ANSWER: FieldTurf denies the allegations in Paragraph 957 of the Second Amended Complaint.

958. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MASS. GEN. LAWS ch. 106 § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 958 of the Second Amended Complaint.

959. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 959 of the Second Amended Complaint.

960. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 960 of the Second Amended Complaint.

961. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 961 of the Second Amended Complaint.

962. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 962 of the Second Amended Complaint.

963. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 963 of the Second Amended Complaint.

964. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 964 of the Second Amended Complaint.

965. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 965 of the Second Amended Complaint.

966. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 966 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(MASS. GEN. LAWS CH. 106, §§ 2-314, 2-315)

967. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 966 above as if fully set forth herein.

968. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Massachusetts.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

969. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

970. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under MASS. GEN. LAWS ch. 106 § 2-103(1)(d), and "merchants" under MASS. GEN. LAWS ch. 106 § 2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 970 of the Second Amended Complaint.

971. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MASS. GEN. LAWS ch. 106 § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 971 of the Second Amended Complaint.

972. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to MASS. GEN. LAWS ch. 106 § 2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 972 of the Second Amended Complaint.

973. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to MASS. GEN. LAWS ch. 106 § 2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on

Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 973 of the Second Amended Complaint.

974. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 974 of the Second Amended Complaint.

975. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 975 of the Second Amended Complaint.

976. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 976 of the Second Amended Complaint.

W. Michigan Claims

COUNT I
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT
(MICH. COMP. LAWS § 445.903*, ET SEQ.*)

977. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 976 above as if fully set forth herein.

978. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Michigan.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

979. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

980. Defendants and the Subclass members are "persons" within the meaning of MICH. COMP. LAWS § 445.902(d). Defendants are engaged in "trade" or "commerce" within the meaning of MICH. COMP. LAWS § 445.902(g).

ANSWER: FieldTurf denies the allegations in Paragraph 980 of the Second Amended Complaint.

981. The Michigan Consumer Protection Act ("Michigan CPA") prohibits "[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce . . .." MICH. COMP. LAWS § 445.903(1). "Unfair" and "deceptive" acts under this statute, include, but are not limited to: "(c) Representing that goods or services have . . . characteristics . . . that they do not have . . .."; "(e) Representing that goods or services are of a particular standard . . . if they are of another"; "(i) Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions"; "(s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer"; "(bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is"; and "(cc) Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner." MICH. COMP. LAWS § 445.903(1).

ANSWER: FieldTurf admits that the Michigan statute referenced in Paragraph 981 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

982. In the course of their business, Defendants violated the Michigan CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in MICH. COMP. LAWS § 445.903(1):

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 982 of the Second Amended Complaint.

983. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 983 of the Second Amended Complaint.

984. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 984 of the Second Amended Complaint.

985. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Michigan CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 985 of the Second Amended Complaint.

986. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 986 of the Second Amended Complaint.

987. Pursuant to MICH. COMP. LAWS § 445.911, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Michigan CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 987 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(MICH. COMP. LAWS § 440.2313)

988. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 987 above as if fully set forth herein.

989. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Michigan.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

990. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

991. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under MICH. COMP. LAWS § 440.2103(1)(c), and "merchants" under MICH. COMP. LAWS § 440.2104(1). Plaintiffs were "buyers" of the Duraspine Turf fields. MICH. COMP. LAWS § 440.2103(1)(a).

ANSWER: FieldTurf denies the allegations in Paragraph 991 of the Second Amended Complaint.

992. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MICH. COMP. LAWS § 440.2105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 992 of the Second Amended Complaint.

993. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 993 of the Second Amended Complaint.

994. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 994 of the Second Amended Complaint.

995. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass

with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 995 of the Second Amended Complaint.

996. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 996 of the Second Amended Complaint.

997. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 997 of the Second Amended Complaint.

998. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 998 of the Second Amended Complaint.

999. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 999 of the Second Amended Complaint.

1000. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1000 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(MICH. COMP. LAWS § 440.2314, § 440.2315)

1001. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1000 above as if fully set forth herein.

1002. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Michigan.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1003. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1004. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under MICH. COMP. LAWS § 440.2103(1)(c), and "merchants" under MICH. COMP. LAWS § 440.2104(1). Plaintiffs were "buyers" of the Duraspine Turf fields. MICH. COMP. LAWS § 440.2103(1)(a).

ANSWER: FieldTurf denies the allegations in Paragraph 1004 of the Second Amended Complaint.

1005. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MICH. COMP. LAWS § 440.2105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1005 of the Second Amended Complaint.

1006. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to MICH. COMP. LAWS § 440.2314.

ANSWER: FieldTurf denies the allegations in Paragraph 1006 of the Second Amended Complaint.

1007. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to MICH. COMP. LAWS § 440.2315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on

Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1007 of the Second Amended Complaint.

1008. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1008 of the Second Amended Complaint.

1009. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1009 of the Second Amended Complaint.

1010. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1010 of the Second Amended Complaint.

X. Minnesota Claims

COUNT I
VIOLATION OF MINNESOTA PREVENTION OF CONSUMER FRAUD ACT
(MINN. STAT. § 325F.68,* ET SEQ.*)

1011. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1010 above as if fully set forth herein.

1012. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Minnesota.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1013. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1014. Defendants and the Subclass members are "persons" within the meaning of MINN. STAT. § 325F.69. The Duraspine Turf fields are "merchandise" within the meaning of MINN. STAT. § 325F.69.

ANSWER: FieldTurf denies the allegations in Paragraph 1014 of the Second Amended Complaint.

1015. The Minnesota Prevention of Consumer Fraud Act ("Minnesota CFA") prohibits "[t]he act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby." MINN. STAT. § 325F.69(1).

ANSWER: FieldTurf admits that the Minnesota statute referenced in Paragraph 1014 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1016. In the course of their business, Defendants violated the Minnesota CFA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices prohibited by the Minnesota CFA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1016 of the Second Amended Complaint.

1017. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1017 of the Second Amended Complaint.

1018. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf ldenies it made any false or misleading representations and denies the remaining allegations in Paragraph 1018 of the Second Amended Complaint.

1019. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Minnesota CFA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: ieldTurf denies the allegations in Paragraph 1019 of the Second Amended Complaint.

1020. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1020 of the Second Amended Complaint.

1021. Pursuant to the Minnesota CFA, and MINN. STAT. § 8.31(3a), the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Minnesota CFA.

ANSWER: FieldTurf denies the allegations in Paragraph 1021 of the Second Amended Complaint.

COUNT II
VIOLATION OF MINNESOTA UNIFORM DECEPTIVE TRADE PRACTICES ACT
(MINN. STAT. § 325D.43-48,* ET SEQ.*)

1022. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1021 above as if fully set forth herein.

1023. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Minnesota.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1024. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1025. Defendants and the Subclass members are "persons" within the meaning of MINN. STAT. § 325D.44. The Duraspine Turf fields are "goods" within the meaning of MINN. STAT. § 325D.44.

ANSWER: FieldTurf denies the allegations in Paragraph 1025 of the Second Amended Complaint.

1026. The Minnesota Deceptive Trade Practices Act ("Minnesota DTPA") prohibits deceptive trade practices, which occur when a person ***in the course of business, vocation, or occupation*** *"(5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have"; "(7) represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another"; and "(9) advertises goods or services with intent not to sell them as advertised." MINN. STAT. § 325D.44.*

ANSWER: FieldTurf admits that the Minnesota statute referenced in Paragraph 1026 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1027. In the course of their business, Defendants violated the Minnesota DTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in MINN. STAT. § 325D.44:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1027 of the Second Amended Complaint.

1028. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1028 of the Second Amended Complaint.

1029. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 1029 of the Second Amended Complaint.

1030. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Minnesota DTPA in the course of their business.

Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1030 of the Second Amended Complaint.

1031. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1031 of the Second Amended Complaint.

1032. Pursuant to MINN. STAT. § 8.31(3a) and 325D.45, Plaintiffs seek actual damages, attorneys' fees, and any other just and proper relief available under the Minnesota DTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1032 of the Second Amended Complaint.

COUNT III
BREACH OF EXPRESS WARRANTY
(MINN. STAT. § 336.2-313)

1033. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1032 above as if fully set forth herein.

1034. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Minnesota.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1035. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1036. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under MINN. STAT. § 336.2-104, and "sellers" of the Duraspine Turf fields under MINN. STAT. § 336.2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1036 of the Second Amended Complaint.

1037. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MINN. STAT. § 336.2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1037 of the Second Amended Complaint.

1038. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1038 of the Second Amended Complaint.

1039. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1039 of the Second Amended Complaint.

1040. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1040 of the Second Amended Complaint.

1041. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1041 of the Second Amended Complaint.

1042. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1042 of the Second Amended Complaint.

1043. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1043 of the Second Amended Complaint.

1044. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1044 of the Second Amended Complaint.

1045. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1045 of the Second Amended Complaint.

COUNT IV
BREACH OF IMPLIED WARRANTIES
(MINN. STAT. §§ 336.2-314, 336.2-315)

1046. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1045 above as if fully set forth herein.

1047. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Minnesota.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1048. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1049. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under MINN. STAT. § 336.2-104, and "sellers" of the Duraspine Turf fields under MINN. STAT. § 336.2-103(1)(d).

ANSWER: FieldTurf denies the remaining allegations in Paragraph 1049 of the Second Amended Complaint.

1050. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MINN. STAT. § 336.2-105(1).

ANSWER: FieldTurf denies the remaining allegations in Paragraph 1050 of the Second Amended Complaint.

1051. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to MINN. STAT. § 336.2-314.

ANSWER: FieldTurf denies the remaining allegations in Paragraph 1051 of the Second Amended Complaint.

1052. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to MINN. STAT. § 336.2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1052 of the Second Amended Complaint.

1053. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1053 of the Second Amended Complaint.

1054. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1054 of the Second Amended Complaint.

1055. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1055 of the Second Amended Complaint.

Y. Missouri Claims

COUNT I
VIOLATION OF MISSOURI MERCHANDISING PRACTICES ACT
(MO. REV. STAT. § 407.010,* ET SEQ.*)

1056. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1055 above as if fully set forth herein.

1057. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Missouri.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1058. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1059. Defendants and the Subclass members are "persons" within the meaning of MO. REV. STAT. § 407.020.

ANSWER: FieldTurf denies the allegations in Paragraph 1059 of the Second Amended Complaint.

1060. The Duraspine Turf fields are "merchandise" within the meaning of MO. REV. STAT. § 407.010(4).

ANSWER: FieldTurf denies the allegations in Paragraph 1060 of the Second Amended Complaint.

1061. Defendants are engaged in "trade" or "commerce" within the meaning of MO. REV. STAT. § 407.010(7).

ANSWER: FieldTurf denies the allegations in Paragraph 1061 of the Second Amended Complaint.

1062. The Missouri Merchandising Practices Act ("Missouri MPA") makes unlawful the "act, use or employment by any person of any deception, fraud, false pretense, ***false promise,*** *misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise* ***in trade or commerce..****." MO. REV. STAT. § 407.020.*

ANSWER: FieldTurf admits that the Missouri statute referenced in Paragraph 1062 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1063. In the course of their business, Defendants violated the Missouri MPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices proscribed by the Missouri MPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1063 of the Second Amended Complaint.

1064. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1064 of the Second Amended Complaint.

1065. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 1065 of the Second Amended Complaint.

1066. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Missouri MPA in the course of their business.

Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1066 of the Second Amended Complaint.

1067. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1067 of the Second Amended Complaint.

1068. Defendants are liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and punitive damages, and any other just and proper relief under MO. REV. STAT. § 407.025.

ANSWER: FieldTurf denies the allegations in Paragraph 1068 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(MO. REV. STAT. § 400.2-313)

1069. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1068 above as if fully set forth herein.

1070. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Missouri.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1071. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1072. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under MO. REV. STAT. § 400.2-104(1), and "sellers" of the Duraspine Turf fields under MO. REV. STAT. § 400.2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1072 of the Second Amended Complaint.

1073. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MO. REV. STAT. § 400.2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1073 of the Second Amended Complaint.

1074. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1074 of the Second Amended Complaint.

1075. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1075 of the Second Amended Complaint.

1076. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1076 of the Second Amended Complaint.

1077. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1077 of the Second Amended Complaint.

1078. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1078 of the Second Amended Complaint.

1079. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1079 of the Second Amended Complaint.

1080. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1080 of the Second Amended Complaint.

1081. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1081 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(MO. REV. STAT. §§ 400.2-314, 400.2-315)

1082. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth here.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1081 above as if fully set forth herein.

1083. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Missouri.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1084. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1085. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under MO. REV. STAT. § 400.2-104(1), and "sellers" of the Duraspine Turf fields under MO. REV. STAT. § 400.2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1085 of the Second Amended Complaint.

1086. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MO. REV. STAT. § 400.2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1086 of the Second Amended Complaint.

1087. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to MO. REV. STAT. § 400.2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1087 of the Second Amended Complaint.

1088. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to MO. REV. STAT. § 400.2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the remaining allegations in Paragraph 1088 of the Second Amended Complaint.

1089. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1089 of the Second Amended Complaint.

1090. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1090 of the Second Amended Complaint.

1091. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1091 of the Second Amended Complaint.

Z. Montana Claims

COUNT I
VIOLATION OF MONTANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT OF 1973
(MONT. CODE ANN. § 30-14-101, ET SEQ.)

1092. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1091 above as if fully set forth herein.

1093. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Montana.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1094. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1095. Defendants and the Subclass members are "persons" within the meaning of MONT. CODE ANN. § 30-14-102(6). The Subclass members are "consumers" within the meaning of MONT. CODE ANN. § 30-14-102(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1095 of the Second Amended Complaint.

1096. The sale of Defendants' Duraspine Turf fields occurred within "trade and commerce" within the meaning of MONT. CODE ANN. § 30-14-102(8).

ANSWER: FieldTurf denies the allegations in Paragraph 1096 of the Second Amended Complaint.

1097. The Montana Unfair Trade Practices and Consumer Protection Act ("Montana CPA") makes unlawful any "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." MONT. CODE ANN. § 30-14-103.

ANSWER: FieldTurf admits that the Montana statute referenced in Paragraph 1097 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1098. In the course of their business, Defendants violated the Montana CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the

defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices proscribed by the Montana CPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1098 of the Second Amended Complaint.

1099. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1099 of the Second Amended Complaint.

1100. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 1100 of the Second Amended Complaint.

1101. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Montana CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1101 of the Second Amended Complaint.

1102. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1102 of the Second Amended Complaint.

1103. Pursuant to MONT. CODE ANN. § 30-14-133, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Montana CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1103 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(MONT. CODE ANN. § 30-2-313)

1104. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1103 above as if fully set forth herein.

1105. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Montana.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1106. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1107. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under MONT. CODE ANN. § 30-2-104(1), and "sellers" of the Duraspine Turf fields under MONT. CODE § 30-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1107 of the Second Amended Complaint.

1108. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MONT. CODE ANN. § 30-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1108 of the Second Amended Complaint.

1109. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1109 of the Second Amended Complaint.

1110. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1110 of the Second Amended Complaint.

1111. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1111 of the Second Amended Complaint.

1112. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1112 of the Second Amended Complaint.

1113. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1113 of the Second Amended Complaint.

1114. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1114 of the Second Amended Complaint.

1115. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1115 of the Second Amended Complaint.

1116. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1116 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(MONT. CODE ANN.§§ 30-2-314, 30-2-315)

1117. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1116 above as if fully set forth herein.

1118. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Montana.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1119. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1120. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under MONT. CODE ANN. § 30-2-104(1), and "sellers" of the Duraspine Turf fields under MONT. CODE § 30-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1120 of the Second Amended Complaint.

1121. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of MONT. CODE ANN. § 30-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1121 of the Second Amended Complaint.

1122. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to MONT. CODE ANN. § 30-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1122 of the Second Amended Complaint.

1123. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to MONT. CODE ANN. § 30-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1123 of the Second Amended Complaint.

1124. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their

particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1124 of the Second Amended Complaint.

1125. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1125 of the Second Amended Complaint.

1126. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1126 of the Second Amended Complaint.

AA. Nebraska Claims

COUNT I
VIOLATION OF THE NEBRASKA CONSUMER PROTECTION ACT
(NEB. REV. STAT. § 59-1601,* ET SEQ.*)

1127. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1126 above as if fully set forth herein.

1128. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Nebraska.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1129. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1130. Defendants and the Subclass members are "persons" under the Nebraska Consumer Protection Act ("Nebraska CPA"), NEB. REV. STAT. § 59-1601(1). Defendants' actions as set forth herein occurred in the conduct of trade or commerce as defined under NEB. REV. STAT. § 59- 1601(2).

ANSWER: FieldTurf denies the allegations in Paragraph 1130 of the Second Amended Complaint.

1131. The Nebraska CPA prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce." NEB. REV. STAT. § 59-1602.

ANSWER: FieldTurf admits that the Nebraska statute referenced in Paragraph 1131 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1132. In the course of their business, Defendants violated the Nebraska CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the Nebraska CPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1132 of the Second Amended Complaint.

1133. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the

truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1133 of the Second Amended Complaint.

1134. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1134 of the Second Amended Complaint, and therefore denies it.

1135. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Nebraska CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1135 of the Second Amended Complaint.

1136. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1136 of the Second Amended Complaint.

1137. Pursuant to NEB. REV. STAT. § 59-1609, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Nebraska CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1137 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(NEB. REV. STAT. UCC § 2-314)

1138. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1137 above as if fully set forth herein.

1139. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Nebraska.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1140. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1141. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under NEB. REV. STAT. UCC § 2-104(1), and "sellers" of the Duraspine Turf fields under NEB. REV. STAT. UCC § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1141 of the Second Amended Complaint.

1142. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of NEB. REV. STAT. UCC § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1142 of the Second Amended Complaint.

1143. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1143 of the Second Amended Complaint.

1144. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1144 of the Second Amended Complaint.

1145. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1145 of the Second Amended Complaint.

1146. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1146 of the Second Amended Complaint.

1147. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1147 of the Second Amended Complaint.

1148. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1148 of the Second Amended Complaint.

1149. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1149 of the Second Amended Complaint.

1150. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1150 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(NEB. REV. STAT. UCC §§ 2-314, 2-315)

1151. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1150 above as if fully set forth herein.

1152. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Nebraska.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1153. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1154. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under NEB. REV. STAT. UCC § 2-104(1), and "sellers" of the Duraspine Turf fields under NEB. REV. STAT. UCC § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1154 of the Second Amended Complaint.

1155. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of NEB. REV. STAT. UCC § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1155 of the Second Amended Complaint.

1156. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to NEB. REV. STAT. UCC § 2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1156 of the Second Amended Complaint.

1157. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to NEB. REV. STAT. UCC § 2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1157 of the Second Amended Complaint.

1158. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1158 of the Second Amended Complaint.

1159. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1159 of the Second Amended Complaint.

1160. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1160 of the Second Amended Complaint.

BB. Nevada Claims

COUNT I
VIOLATION OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT
(NEV. REV. STAT. § 598.0903,* ET SEQ.*)

1161. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1160 above as if fully set forth herein.

1162. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Nevada.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1163. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1164. The Nevada Deceptive Trade Practices Act ("Nevada DTPA"), NEV. REV. STAT. § 598.0903, et seq. prohibits deceptive trade practices. NEV. REV. STAT. § 598.0915 provides that a person engages in a "deceptive trade practice" if, in the course of business or occupation, the person: "5. Knowingly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations or quantities of goods or services for sale or lease or a false representation as to the sponsorship, approval, status, affiliation or connection of a person therewith"; "7. Represents that goods or services for sale or lease are of a particular standard, quality or grade, or that such goods are of a particular style or model, if he or she knows or should know that they are of another standard, quality, grade, style or model"; "9.

Advertises goods or services with intent not to sell or lease them as advertised"; or "15. Knowingly makes any other false representation in a transaction."

ANSWER: FieldTurf admits that the Nevada statute referenced in Paragraph 1164 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1165. In the course of their business, Defendants violated the Nevada DTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the Nevada DTPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1165 of the Second Amended Complaint.

1166. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1166 of the Second Amended Complaint.

1167. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1167 of the Second Amended Complaint.

1168. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Nevada DTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1168 of the Second Amended Complaint.

1169. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1169 of the Second Amended Complaint.

1170. Pursuant to NEV. REV. STAT. § 41.600, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Nevada DTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 75 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(NEV. REV. STAT. § 104.2313)

1171. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1170 above as if fully set forth herein.

1172. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Nevada.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1173. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1174. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under NEV. REV. STAT. § 104.2104(1), and "sellers" of the Duraspine Turf fields under NEV. REV. STAT. § 104.2103(1)(c).

ANSWER: FieldTurf denies the allegations in Paragraph 1174 of the Second Amended Complaint.

1175. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of NEV. REV. STAT. § 104.2105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1175 of the Second Amended Complaint.

1176. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1176 of the Second Amended Complaint.

1177. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1177 of the Second Amended Complaint.

1178. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1178 of the Second Amended Complaint.

1179. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1179 of the Second Amended Complaint.

1180. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1180 of the Second Amended Complaint.

1181. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1181 of the Second Amended Complaint.

1182. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1182 of the Second Amended Complaint.

1183. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1183 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(NEV. REV. STAT. §§ 104.2314, 104.2315)

1184. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1183 above as if fully set forth herein.

1185. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Nevada.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1186. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1187. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under NEV. REV. STAT. § 104.2104(1), and "sellers" of the Duraspine Turf fields under NEV. REV. STAT. § 104.2103(1)(c).

ANSWER: FieldTurf denies the allegations in Paragraph 1187 of the Second Amended Complaint.

1188. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of NEV. REV. STAT. § 104.2105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1188 of the Second Amended Complaint.

1189. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to NEV. REV. STAT. § 104.2314.

ANSWER: FieldTurf denies the allegations in Paragraph 1189 of the Second Amended Complaint.

1190. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to NEV. REV. STAT. § 104.2315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1190 of the Second Amended Complaint.

1191. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1191 of the Second Amended Complaint.

1192. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1192 of the Second Amended Complaint.

1193. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1193 of the Second Amended Complaint.

CC. New Hampshire Claims

COUNT I
VIOLATION OF NEW HAMPSHIRE CONSUMER PROTECTION ACT
(N.H. REV. STAT. ANN. § 358-A:1, ET SEQ.*)*

1194. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1193 above as if fully set forth herein.

1195. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New Hampshire.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1196. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1197. Defendants and Plaintiffs are "persons" under the New Hampshire Consumer Protection Act ("New Hampshire CPA"), N.H. REV. STAT. § 358-A:1(I). Defendants' actions as set forth herein occurred in the conduct of trade or commerce as defined under N.H. REV. STAT. § 358-A:1(II).

ANSWER: FieldTurf denies the allegations in Paragraph 1197 of the Second Amended Complaint.

1198. The New Hampshire CPA prohibits a person, in the conduct of any trade or commerce ***within the state****, from using "any unfair or deceptive act or practice," including "but . . . not limited to, the following: . . . (V) Representing that goods or services have . . . characteristics, . . . uses, benefits, or quantities that they do not have"; "(VII) Representing that goods or services are of a particular standard, quality, or grade, . . . if they are of another"; and "(IX) Advertising goods or services with intent not to sell them as advertised." N.H. REV. STAT. § 358-A:2.*

ANSWER: FieldTurf admits that the New Hampshire statute referenced in Paragraph 1198 of the Second Amended Complaint contains the quoted language, but FieldTurf denies that it violated any part of the statute.

1199. In the course of their business, Defendants violated the New Hampshire CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the New Hampshire CPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1199 of the Second Amended Complaint.

1200. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1200 of the Second Amended Complaint.

1201. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 1201 of the Second Amended Complaint.

1202. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the New Hampshire CPA in the course of their business. Specifically, Defendants owed the New Hampshire State Class members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1202 of the Second Amended Complaint.

1203. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1203 of the Second Amended Complaint.

1204. Pursuant to N.H. REV. STAT. § 358-A:10., the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the New Hampshire CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1204 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(N.H. REV. STAT. ANN. § 382-A:2-313)

1205. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1204 above as if fully set forth herein.

1206. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New Hampshire.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1207. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1208. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.H. REV. STAT. ANN. § 382-A:2-104(1), and "sellers" of the Duraspine Turf fields under N.H. REV. STAT. ANN. § 382-A:2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1208 of the Second Amended Complaint.

1209. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.H. REV. STAT. ANN. § 382-A:2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1209 of the Second Amended Complaint.

1210. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1210 of the Second Amended Complaint.

1211. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1211 of the Second Amended Complaint.

1212. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1212 of the Second Amended Complaint.

1213. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1213 of the Second Amended Complaint.

1214. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1214 of the Second Amended Complaint.

1215. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1215 of the Second Amended Complaint.

1216. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1216 of the Second Amended Complaint.

1217. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1217 of the Second Amended Complaint.

COUNT III
BREACH OF THE IMPLIED WARRANTIES
(N.H. REV. STAT. ANN. §§ 382-A:2-314, 382-A:2-315)

1218. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1217 above as if fully set forth herein.

1219. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New Hampshire.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1220. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1221. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.H. REV. STAT. ANN. § 382-A:2-104(1), and "sellers" of the Duraspine Turf fields under N.H. REV. STAT. ANN. § 382-A:2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1221 of the Second Amended Complaint.

1222. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.H. REV. STAT. ANN. § 382-A:2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1222 of the Second Amended Complaint.

1223. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to N.H. REV. STAT. ANN. § 382-A:2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1223 of the Second Amended Complaint.

1224. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to N.H. REV. STAT. ANN. § 382-A:2-3145. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1224 of the Second Amended Complaint.

1225. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the

defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1225 of the Second Amended Complaint.

1226. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1226 of the Second Amended Complaint.

1227. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1227 of the Second Amended Complaint.

DD. New Jersey

COUNT I
VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT
(N.J. STAT. ANN. § 56:8-1,* ET SEQ.*)

1228. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1227 above as if fully set forth herein.

1229. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New Jersey.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1230. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1231. Defendants and the Subclass members are "persons" within the meaning of N.J. STAT. ANN. § 56:8-1(d). Defendants engaged in "sales" of "merchandise" within the meaning of N.J. STAT. ANN. § 56:8-1(c), (d).

ANSWER: FieldTurf denies the allegations in Paragraph 1231 of the Second Amended Complaint.

1232. The New Jersey Consumer Fraud Act ("New Jersey CFA") makes unlawful "[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby. . ." N.J. STAT. ANN. § 56:8-2.

ANSWER: FieldTurf admits that the New Jersey statute referenced in Paragraph 1232 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1233. In the course of their business, Defendants violated the New Jersey CFA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the New Jersey CFA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1233 of the Second Amended Complaint.

1234. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the

truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1234 of the Second Amended Complaint.

1235. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 1235 of the Second Amended Complaint.

1236. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the New Jersey CFA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1236 of the Second Amended Complaint.

1237. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1237 of the Second Amended Complaint.

1238. Pursuant to N.J. STAT. ANN. § 56:8-19, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the New Jersey CFA.

ANSWER: FieldTurf denies the allegations in Paragraph 1258 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(N.J. STAT. ANN. §§ 12A:2-314, 12A:2-315)

1239. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1238 above as if fully set forth herein.

1240. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New Jersey.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1241. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1242. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.J. STAT. ANN. § 12A:2-104(1), and "sellers" of the Duraspine Turf fields under N.J. STAT. ANN. § 12A:2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1242 of the Second Amended Complaint.

1243. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.J. STAT. ANN. § 12A:2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1243 of the Second Amended Complaint.

1244. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1244 of the Second Amended Complaint.

1245. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1245 of the Second Amended Complaint.

1246. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1246 of the Second Amended Complaint.

1247. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1247 of the Second Amended Complaint.

1248. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1248 of the Second Amended Complaint.

1249. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1249 of the Second Amended Complaint.

1250. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1250 of the Second Amended Complaint.

1251. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1251 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(N.J. STAT. ANN. §§ 12A:2-314, 12A:2-315)

1252. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1251 above as if fully set forth herein.

1253. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New Jersey.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1254. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1255. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.J. STAT. ANN. § 12A:2-104(1), and "sellers" of the Duraspine Turf fields under N.J. STAT. ANN. § 12A:2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1255 of the Second Amended Complaint.

1256. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.J. STAT. ANN. § 12A:2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1256 of the Second Amended Complaint.

1257. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to N.J. STAT. ANN. § 12A:2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1257 of the Second Amended Complaint.

1258. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to N.J. STAT. ANN. § 12A:2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1258 of the Second Amended Complaint.

1259. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1259 of the Second Amended Complaint.

1260. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1260 of the Second Amended Complaint.

1261. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1261 of the Second Amended Complaint.

EE. New Mexico Claims

COUNT I
VIOLATIONS OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT
(N.M. STAT. ANN. § 57-12-1,* ET SEQ.*)

1262. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1261 above as if fully set forth herein.

1263. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New Mexico.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1264. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1265. Defendants and Plaintiffs are "person[s]" under the New Mexico Unfair Trade Practices Act ("New Mexico UTPA"), N.M. STAT. ANN. § 57-12-2(A).

ANSWER: FieldTurf denies the allegations in Paragraph 1265 of the Second Amended Complaint.

1266. Defendants' sales of Duraspine Turf fields occurred in the conduct of trade or commerce as defined under N.M. STAT. ANN. § 57-12-2(C).

ANSWER: FieldTurf denies the allegations in Paragraph 1266 of the Second Amended Complaint.

1267. The New Mexico UTPA makes unlawful "a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services . . . by a person in the regular course of the person's trade or commerce, that may, tends to or does deceive or mislead any person," including, but not limited to, "failing to state a material fact if doing so deceives or tends to deceive." N.M. STAT. ANN. § 57-12-2(D).

ANSWER: FieldTurf admits that the New Mexico statute referenced in Paragraph 1267 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1268. In the course of their business, Defendants violated the New Mexico UTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the New Mexico UTPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1268 of the Second Amended Complaint.

1269. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1269 of the Second Amended Complaint.

1270. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the the remaining allegations in Paragraph 1270 of the Second Amended Complaint.

1271. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the New Mexico UTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1271 of the Second Amended Complaint.

1272. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1272 of the Second Amended Complaint.

1273. Pursuant to N.M. STAT. ANN. § 57-12-10, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the New Mexico UTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1273 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(N.M. STAT. ANN. § 55-2-314)

1274. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1273 above as if fully set forth herein.

1275. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New Mexico.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1276. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1277. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.M. STAT. ANN. § 55-2-104(1), and "sellers" of the Duraspine Turf fields under N.M. STAT. ANN. § 55-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1277 of the Second Amended Complaint.

1278. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.M. STAT. ANN. § 55-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1278 of the Second Amended Complaint.

1279. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1279 of the Second Amended Complaint.

1280. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1280 of the Second Amended Complaint.

1281. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1281 of the Second Amended Complaint.

1282. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1282 of the Second Amended Complaint.

1283. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1283 of the Second Amended Complaint.

1284. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1284 of the Second Amended Complaint.

1285. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1285 of the Second Amended Complaint.

1286. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1286 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(N.M. STAT. ANN. §§ 55-2-314, 55-2-315)

1287. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1286 above as if fully set forth herein.

1288. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New Mexico.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1289. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1290. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.M. STAT. ANN. § 55-2-104(1), and "sellers" of the Duraspine Turf fields under N.M. STAT. ANN. § 55-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1290 of the Second Amended Complaint.

1291. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.M. STAT. ANN. § 55-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1291 of the Second Amended Complaint.

1292. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to N.M. STAT. ANN. § 55-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1292 of the Second Amended Complaint.

1293. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to N.M. STAT. ANN. § 55-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1293 of the Second Amended Complaint.

1294. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1294 of the Second Amended Complaint.

1295. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1295 of the Second Amended Complaint.

1296. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1286 of the Second Amended Complaint.

FF. New York Claims

COUNT I
DECEPTIVE ACTS OR PRACTICES
(N.Y. GEN. BUS. LAW § 349)

1297. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1296 above as if fully set forth herein.

1298. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New York.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1299. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1300. Plaintiffs are "persons" within the meaning of New York General Business Law ("New York GBL"), N.Y. Gen. Bus. Law § 349(h). Defendants are a "person," "firm," "corporation," or "association" within the meaning of N.Y. Gen. Bus. Law § 349.

ANSWER: FieldTurf denies the allegations in Paragraph 1300 of the Second Amended Complaint.

*1301. The New York GBL makes unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce… **in this state**." N.Y. GEN. BUS. LAW § 349.*

ANSWER: FieldTurf admits that the New York statute referenced in Paragraph 1301 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1302. In the course of their business, Defendants violated the New York GBL by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the

defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the New York GBL:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1302 of the Second Amended Complaint.

1303. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1303 of the Second Amended Complaint.

1304. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 1304 of the Second Amended Complaint.

1305. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the New York GBL in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1305 of the Second Amended Complaint.

1306. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1306 of the Second Amended Complaint.

1307. Pursuant to N.Y. Gen. Bus. Law § 349, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the New York GBL.

ANSWER: FieldTurf denies the allegations in Paragraph 75 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(N.Y. U.C.C. § 2-313)

1308. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1307 above as if fully set forth herein.

1309. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New York.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1310. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1311. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.Y. U.C.C. § 2-104(1), and "sellers" of the Duraspine Turf fields under N.Y. U.C.C. § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1311 of the Second Amended Complaint..

1312. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.Y. U.C.C. § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1312 of the Second Amended Complaint.

1313. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1313 of the Second Amended Complaint.

1314. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1314 of the Second Amended Complaint.

1315. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1315 of the Second Amended Complaint.

1316. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1316 of the Second Amended Complaint.

1317. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1317 of the Second Amended Complaint.

1318. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1318 of the Second Amended Complaint.

1319. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1319 of the Second Amended Complaint.

1320. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1320 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(N.Y. U.C.C. §§ 2-314, 2-315)

1321. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1320 above as if fully set forth herein.

1322. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New York.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1323. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1324. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.Y. U.C.C. § 2-104(1), and "sellers" of the Duraspine Turf fields under N.Y. U.C.C. § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1324 of the Second Amended Complaint.

1325. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.Y. U.C.C. § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1325 of the Second Amended Complaint.

1326. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to N.Y. U.C.C. § 2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1326 of the Second Amended Complaint.

1327. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to N.Y. U.C.C. § 2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1327 of the Second Amended Complaint.

1328. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1328 of the Second Amended Complaint.

1329. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1329 of the Second Amended Complaint.

1330. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1330 of the Second Amended Complaint.

COUNT IV
VIOLATION OF NEW YORK'S FALSE ADVERTISING ACT
(N.Y. GEN. BUS. LAW § 350)

1331. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1330 above as if fully set forth herein.

1332. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of New York.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1333. Plaintiff Levittown (for the purposes of this section, "Plaintiff") brings this claim on behalf of themselves and the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1334. Defendants were engaged in the "conduct of business, trade or commerce" within the meaning of N.Y. GEN. BUS. LAW § 350.

ANSWER: FieldTurf denies the allegations in Paragraph 1334 of the Second Amended Complaint.

*1335. N.Y. GEN. BUS. LAW § 350 makes unlawful "[f]alse advertising in the conduct of any business, trade or commerce**... in this state**" False advertising includes "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect," taking into account "the extent to which the advertising fails to reveal facts material in light of . . . representations [made] with respect to the commodity . . .**to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions as are customary and usual**." N.Y. GEN. BUS. LAW § 350-a.*

ANSWER: FieldTurf admits that the New York statute referenced in Paragraph 1335 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1336. Defendants caused to be made or disseminated through New York, through advertising, marketing and other publications, statements that were untrue or misleading, and that were known, or which by the exercise of reasonable care should have been known to Defendants, to be untrue and misleading to consumers including Plaintiffs.

ANSWER: FieldTurf denies the allegations in Paragraph 1336 of the Second Amended Complaint.

1337. Defendants violated § 350 because the misrepresentations and omissions regarding the Duraspine Turf fields, as set forth above, were material and likely to deceive a reasonable consumer.

ANSWER: FieldTurf denies the allegations in Paragraph 1337 of the Second Amended Complaint.

1338. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1338 of the Second Amended Complaint.

1339. Pursuant to N.Y. GEN. BUS. LAW § 350e, Plaintiffs seek monetary relief against Defendants measured as the greater of (a) actual damages in an amount to

be determined at trial and (b) statutory damages in the amount of $500 for each Plaintiff. Because Defendants conduct was committed willfully and knowingly, Plaintiffs are entitled to recover three times actual damages, up to $10,000 each.

ANSWER: FieldTurf denies the allegations in Paragraph 1339 of the Second Amended Complaint.

GG. North Carolina Claims

COUNT I
VIOLATION OF NORTH CAROLINA'S UNFAIR AND DECEPTIVE ACTS AND PRACTICES ACT
(N.C. GEN. STAT. § 75-1.1,* ET SEQ.*)

1340. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1339 above as if fully set forth herein.

1341. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of North Carolina.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1342. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1343. Defendants engaged in "commerce" within the meaning of N.C. GEN. STAT. § 75- 1.1(b) (North Carolina DAPA).

ANSWER: FieldTurf denies the allegations in Paragraph 1343 of the Second Amended Complaint.

1344. The North Carolina Act broadly prohibits "unfair or deceptive acts or practices in or affecting commerce." N.C. GEN. STAT. § 75-1.1(a)

ANSWER: FieldTurf admits that the North Carolina statute referenced in Paragraph 1344 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1345. In the course of their business, Defendants violated the North Carolina DAPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the North Carolina DAPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1345 of the Second Amended Complaint.

1346. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1346 of the Second Amended Complaint.

1347. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1347 of the Second Amended Complaint.

1348. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the North Carolina DAPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1348 of the Second Amended Complaint.

1349. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1349 of the Second Amended Complaint.

1350. Pursuant to N.C. GEN. STAT. § 75-16, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the North Carolina DAPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1350 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(N.C. GEN. STAT. § 25-2-313)

1351. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1350 above as if fully set forth herein.

1352. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of North Carolina.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1353. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1354. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.C. GEN. STAT. § 25-2-104(1), and "sellers" of the Duraspine Turf fields under N.C. GEN. STAT. § 25-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1354 of the Second Amended Complaint

1355. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.C. GEN. STAT. § 25-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1355 of the Second Amended Complaint

1356. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1356 of the Second Amended Complaint.

1357. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1357 of the Second Amended Complaint.

1358. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1358 of the Second Amended Complaint.

1359. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because

such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1359 of the Second Amended Complaint.

1360. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1360 of the Second Amended Complaint.

1361. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1361 of the Second Amended Complaint.

1362. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1362 of the Second Amended Complaint.

1363. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1363 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(N.C. GEN. STAT. §§ 25-2-314, 25-2-315)

1364. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1363 above as if fully set forth herein.

1365. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Norh Carolina.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1366. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1367. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under N.C. GEN. STAT. § 25-2-104(1), and "sellers" of the Duraspine Turf fields under N.C. GEN. STAT. § 25-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1367 of the Second Amended Complaint

1368. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of N.C. GEN. STAT. § 25-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1368 of the Second Amended Complaint

1369. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to N.C. GEN. STAT. § 25-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1369 of the Second Amended Complaint

1370. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to N.C. GEN. STAT. § 25-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1370 of the Second Amended Complaint.

1371. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1371 of the Second Amended Complaint.

1372. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1372 of the Second Amended Complaint.

1373. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1373 of the Second Amended Complaint.

HH. Ohio Claims

COUNT I
BREACH OF EXPRESS WARRANTY
(OHIO REV. CODE ANN. § 1302.26)

1374. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1373 above as if fully set forth herein.

1375. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Ohioa.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1376. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1377. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under OHIO REV. CODE ANN. § 1302.1(A)(5) and "sellers" of the Duraspine Turf fields under OHIO REV. CODE ANN. § 1302.1(A)(4).

ANSWER: FieldTurf denies the allegations in Paragraph 1377 of the Second Amended Complaint

1378. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of OHIO REV. CODE ANN. § 1302.1(A)(8).

ANSWER: FieldTurf denies the allegations in Paragraph 1378 of the Second Amended Complaint

1379. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1379 of the Second Amended Complaint.

1380. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1380 of the Second Amended Complaint.

1381. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1381 of the Second Amended Complaint.

1382. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because

such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1382 of the Second Amended Complaint.

1383. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1383 of the Second Amended Complaint.

1384. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1384 of the Second Amended Complaint.

1385. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1385 of the Second Amended Complaint.

1386. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1386 of the Second Amended Complaint.

COUNT II
BREACH OF IMPLIED WARRANTIES
(OHIO REV. CODE ANN. §§ 1302.27, 1302.28)

1387. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1386 above as if fully set forth herein.

1388. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Ohio.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1389. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1390. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under OHIO REV. CODE ANN. § 1302.1(A)(5) and "sellers" of the Duraspine Turf fields under OHIO REV. CODE ANN. § 1302.1(A)(4).

ANSWER: FieldTurf denies the allegations in Paragraph 1390 of the Second Amended Complaint

1391. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of OHIO REV. CODE ANN. § 1302.1(A)(8).

ANSWER: FieldTurf denies the allegations in Paragraph 1391 of the Second Amended Complaint

1392. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to OHIO REV. CODE ANN. § 1302.27.

ANSWER: FieldTurf denies the allegations in Paragraph 1392 of the Second Amended Complaint

1393. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to OHIO REV. CODE ANN. § 1302.28. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1393 of the Second Amended Complaint

1394. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition,

because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1394 of the Second Amended Complaint.

1395. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1395 of the Second Amended Complaint.

1396. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1396 of the Second Amended Complaint.

II. Oklahoma Claims

COUNT I
VIOLATION OF OKLAHOMA CONSUMER PROTECTION ACT
(OKLA. STAT. TIT. 15 § 751,* ET SEQ.*)

1397. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1396 above as if fully set forth herein.

1398. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Oklahoma.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1399. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1400. Plaintiffs are "persons" under the Oklahoma Consumer Protection Act ("Oklahoma CPA"), OKLA. STAT. tit. 15 § 752.

ANSWER: FieldTurf denies the allegations in Paragraph 1400 of the Second Amended Complaint

1401. Defendants are a "person," "corporation," or "association" within the meaning of OKLA. STAT. tit. 15 § 15-751(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1401 of the Second Amended Complaint

1402. The sale of Defendants' Duraspine Turf fields to Plaintiffs was a "consumer transaction" within the meaning of OKLA. STAT. tit. 15 § 752, and Defendants' actions as set forth herein occurred in the conduct of trade or commerce.

ANSWER: FieldTurf denies the allegations in Paragraph 1402 of the Second Amended Complaint

1403. The Oklahoma CPA declares unlawful, inter alia, the following acts or practices when committed in the course of business: "mak[ing] a false ~~***or misleading***~~ *representation, knowingly or with reason to know, as to the characteristics. . ., uses, [or] benefits, of the subject of a consumer transaction," or making a false representation, "knowingly or with reason to know, that the subject of a consumer transaction is of a particular standard, style or model, if it is of another or "[a]dvertis[ing], knowingly or with reason to know, the subject of a consumer transaction with intent not to sell it as advertised;" and otherwise committing "an unfair or deceptive trade practice* ***as defined in Section 752 of this title****." See OKLA. STAT. tit. 15, § 753.*

ANSWER: FieldTurf denies that the Oklahoma statute referenced in Paragraph 1403 of the Second Amended Complaint is quoted correctly. FieldTurf further denies that it violated any part of the Oklahoma CPA referenced in Paragraph 1403 of the Second Amended Complaint.

1404. In the course of their business, Defendants violated the Oklahoma CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the Oklahoma CPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1404 of the Second Amended Complaint.

1405. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1405 of the Second Amended Complaint.

1406. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1406 of the Second Amended Complaint.

1407. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Oklahoma CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1407 of the Second Amended Complaint.

1408. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1408 of the Second Amended Complaint.

1409. Pursuant to OKLA. STAT. TIT. 15 § 761.1, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Oklahoma CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1409 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(12A OKLA. STAT. ANN. § 2-313)

1410. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1409 above as if fully set forth herein.

1411. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Oklahoma.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1412. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1413. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under OKLA. STAT. ANN. tit 12A, § 2-104(1), and "sellers" of the Duraspine Turf fields under OKLA. STAT. ANN. tit 12A, § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1413 of the Second Amended Complaint

1414. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of OKLA. STAT. ANN. tit 12A, § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1414 of the Second Amended Complaint.

1415. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in

materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1415 of the Second Amended Complaint.

1416. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1416 of the Second Amended Complaint.

1417. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1417 of the Second Amended Complaint.

1418. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1418 of the Second Amended Complaint.

1419. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1419 of the Second Amended Complaint.

1420. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of

the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1420 of the Second Amended Complaint.

1421. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1421 of the Second Amended Complaint.

1422. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1422 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(OKLA. STAT. ANN. TIT 12A, §§ 2-314, 2-315)

1423. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1422 above as if fully set forth herein.

1424. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Oklahoma.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1425. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1426. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under OKLA. STAT. ANN. tit 12A, § 2-104(1), and "sellers" of the Duraspine Turf fields under OKLA. STAT. ANN. tit 12A, § 2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1426 of the Second Amended Complaint.

1427. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of OKLA. STAT. ANN. tit 12A, § 2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1427 of the Second Amended Complaint.

1428. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to OKLA. STAT. ANN. tit 12A, § 2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1428 of the Second Amended Complaint.

1429. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to OKLA. STAT. ANN. tit 12A, § 2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1429 of the Second Amended Complaint.

1430. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1430 of the Second Amended Complaint.

1431. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1431 of the Second Amended Complaint.

1432. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1432 of the Second Amended Complaint.

JJ. Oregon Claims

COUNT I
VIOLATION OF THE OREGON UNLAWFUL TRADE PRACTICES ACT
(OR. REV. STAT. §§ 646.605,* ET SEQ.*)

1433. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1432 above as if fully set forth herein.

1434. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Oregon.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1435. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1436. Defendants are a person within the meaning of OR. REV. STAT. § 646.605(4).

ANSWER: FieldTurf denies the allegations in Paragraph 1436 of the Second Amended Complaint.

1437. Defendants' Duraspine Turf fields are "goods" obtained primarily for personal family or household purposes within the meaning of OR. REV. STAT. § 646.605(6).

ANSWER: FieldTurf denies the allegations in Paragraph 1437 of the Second Amended Complaint.

1438. The Oregon Unfair Trade Practices Act ("Oregon UTPA") prohibits a person from, in the course of the person's business, doing any of the following: "(e) Represent[ing] that . . . goods . . . have . . . characteristics . . . uses, benefits, . . . or qualities that they do not have; (g) Represent[ing] that . . . goods . . . are of a particular standard [or] quality . . . if they are of another; (i) Advertis[ing] . . . goods or services with intent not to provide them as advertised"; and "(u) engag[ing] in any other unfair or deceptive conduct in trade or commerce." OR. REV. STAT. § 646.608(1).1.

ANSWER: FieldTurf admits that the Oregon statute referenced in Paragraph 1438 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1439. In the course of their business, Defendants violated the Oregon UTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the Oregon UTPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1439 of the Second Amended Complaint.

1440. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the

truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1440 of the Second Amended Complaint.

1441. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1441 of the Second Amended Complaint.

1442. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Oregon UTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1442 of the Second Amended Complaint.

1443. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1443 of the Second Amended Complaint.

1444. Pursuant to OR. REV. STAT. § 646.638(1), the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Oregon UTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1444 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(OR. REV. STAT. § 72.3130)

1445. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1444 above as if fully set forth herein.

1446. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Oregon.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1447. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1448. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under OR. REV. STAT. § 72.1040(1), and "sellers" of the Duraspine Turf fields under OR. REV. STAT. § 72.1030(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1448 of the Second Amended Complaint.

1449. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of OR. REV. STAT. § 72.1050(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1449 of the Second Amended Complaint.

1450. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1450 of the Second Amended Complaint.

1451. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1451 of the Second Amended Complaint.

1452. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1452 of the Second Amended Complaint.

1453. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1453 of the Second Amended Complaint.

1454. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1454 of the Second Amended Complaint.

1455. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1455 of the Second Amended Complaint.

1456. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1456 of the Second Amended Complaint.

1457. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1457 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(OR. REV. STAT. §§ 72.3140, 72.3150)

1458. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1457 above as if fully set forth herein.

1459. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Oregon.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1460. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1461. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under OR. REV. STAT. § 72.1040(1), and "sellers" of the Duraspine Turf fields under OR. REV. STAT. § 72.1030(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1461 of the Second Amended Complaint.

1462. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of OR. REV. STAT. § 72.1050(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1462 of the Second Amended Complaint.

1463. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to OR. REV. STAT. § 72.3140.

ANSWER: FieldTurf denies the allegations in Paragraph 1463 of the Second Amended Complaint.

1464. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to OR. REV. STAT. § 72.3150. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1464 of the Second Amended Complaint.

1465. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1465 of the Second Amended Complaint.

1466. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1466 of the Second Amended Complaint.

1467. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1467 of the Second Amended Complaint.

KK. Pennsylvania Claims

COUNT I
VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW
(73 P.S. § 201-1, ET SEQ.)

1468. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1467 above as if fully set forth herein.

1469. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Pennsylvania.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1470. Plaintiff Neshannock (for purposes of this section "Plaintiff") bring this Count on behalf of itself and the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1471. Plaintiffs and Defendants are "persons" within the meaning of 73 P.S. § 201-2(2). Plaintiffs purchased Duraspine Turf fields primarily for personal, family or household purposes within the meaning of 73 P.S. § 201-9.2.

ANSWER: FieldTurf denies the allegations in Paragraph 1471 of the Second Amended Complaint.

1472. All of the acts complained of herein were perpetrated by Defendants in the course of trade or commerce within the meaning of 73 P.S. § 201-2(3).

ANSWER: FieldTurf denies the allegations in Paragraph 1472 of the Second Amended Complaint.

1473. The Pennsylvania Unfair Trade Practices and Consumer Protection Law ("Pennsylvania CPL") prohibits unfair or deceptive acts or practices, including: (i) "Representing that goods or services have . . . characteristics, ... Benefits or qualities that they do not have"; (ii) "Representing that goods or services are of a particular standard, quality or grade . . . if they are of another"; (iii) "Advertising goods or services with intent not to sell them as advertised"; and (iv) "Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding." 73 P.S. § 201-2(4).

ANSWER: FieldTurf admits that the Pennsylvania statute referenced in Paragraph 1473 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1474. In the course of their business, Defendants violated the Pennsylvania CPL by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the Pennsylvania CPL:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1474 of the Second Amended Complaint.

1475. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the

truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1475 of the Second Amended Complaint.

1476. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it made any false or misleading representations and denies the remaining allegations in Paragraph 1476 of the Second Amended Complaint, and therefore denies it.

1477. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Pennsylvania CPL in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1477 of the Second Amended Complaint.

1478. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1478 of the Second Amended Complaint.

1479. Pursuant to 73 P.S. § 201-9.2(a), the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Pennsylvania CPL.

ANSWER: FieldTurf denies the allegations in Paragraph 1479 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(13 PA. CONS. STAT. ANN. § 2313)

1480. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1479 above as if fully set forth herein.

1481. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Pennsylvania.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1482. Plaintiff Neshannock (for purposes of this section "Plaintiff") bring this Count on behalf of itself and the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1483. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under 13 PA. CONS. STAT. ANN. § 2104, and "sellers" of the Duraspine Turf fields under 13 PA. CONS. STAT. ANN. § 2103(a).

ANSWER: FieldTurf denies the allegations in Paragraph 1483 of the Second Amended Complaint.

1484. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of 13 PA. CONS. STAT. ANN. § 2105(a).

ANSWER: FieldTurf denies the allegations in Paragraph 1484 of the Second Amended Complaint.

1485. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1485 of the Second Amended Complaint.

1486. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1486 of the Second Amended Complaint.

1487. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1486 of the Second Amended Complaint.

1488. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1488 of the Second Amended Complaint.

1489. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1489 of the Second Amended Complaint.

1490. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1490 of the Second Amended Complaint.

1491. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1491 of the Second Amended Complaint.

1492. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1492 of the Second Amended Complaint.

COUNT III
BREACH OF THE IMPLIED WARRANTIES
(13 PA. CONS. STAT. ANN. §§ 2314-2315)

1493. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1492 above as if fully set forth herein.

1494. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Pennsylvania.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1495. Plaintiff Neshannock (for purposes of this section "Plaintiff") bring this Count on behalf of itself and the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1496. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under 13 PA. CONS. STAT. ANN. § 2104, and "sellers" of the Duraspine Turf fields under 13 PA. CONS. STAT. ANN. § 2103(a).

ANSWER: FieldTurf denies the allegations in Paragraph 1496 of the Second Amended Complaint.

1497. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of 13 PA. CONS. STAT. ANN. § 2105(a).

ANSWER: FieldTurf denies the allegations in Paragraph 1497 of the Second Amended Complaint.

1498. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to 13 PA. CONS. STAT. ANN. § 2314.

ANSWER: FieldTurf denies the allegations in Paragraph 1498 of the Second Amended Complaint.

1499. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to 13 PA. CONS. STAT. ANN. § 2315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1499 of the Second Amended Complaint.

1500. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1500 of the Second Amended Complaint.

1501. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1501 of the Second Amended Complaint.

1502. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1502 of the Second Amended Complaint.

LL. Rhode Island Claims

COUNT I
VIOLATION OF THE RHODE ISLAND UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT
(6 R.I. GEN. LAWS § 6-13.1,* ET SEQ.*)

1503. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1502 above as if fully set forth herein.

1504. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Rhode Island.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1505. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1506. Plaintiffs and Defendants are persons within the meaning of 6 R.I. GEN. LAWS § 6- 13.1-1(3). Plaintiffs' purchases of Duraspine Turf fields from Defendants is within the meaning of trade and commerce of 6 R.I. GEN. LAWS § 6-13.1-1(5).

ANSWER: FieldTurf denies the allegations in Paragraph 1506 of the Second Amended Complaint.

1507. Rhode Island's Unfair Trade Practices and Consumer Protection Act ("Rhode Island CPA") prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce" including: "(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have"; "(vii) Representing that goods or services are of a particular standard, quality, or grade . . ., if they are of another"; "(ix) Advertising goods or services with intent not to sell them as advertised"; "(xii) Engaging in any other conduct that similarly creates a likelihood of confusion or of misunderstanding"; "(xiii) Engaging in any act or practice that is unfair or deceptive to the consumer"; and "(xiv) Using any other methods, acts or practices which mislead or deceive members of the public in a material respect." 6 R.I. GEN. LAWS § 6-13.1-1(6).

ANSWER: FieldTurf admits that the Rhode Island statute referenced in Paragraph 1507 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1508. In the course of their business, Defendants violated the Rhode Island CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the Rhode Island CPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1508 of the Second Amended Complaint.

1509. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1509 of the Second Amended Complaint.

1510. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1510 of the Second Amended Complaint.

1511. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Rhode Island CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1511 of the Second Amended Complaint.

1512. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1512 of the Second Amended Complaint.

1513. Pursuant to 6 R.I. GEN. LAWS § 6-13.1-5.2(a), the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Rhode Island CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1513 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(6A R.I. GEN. LAWS § 6A-2-314)

1514. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1513 above as if fully set forth herein.

1515. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Rhode Island.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1516. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1517. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under 6A R.I. GEN. LAWS § 6A-2-104(1), and "sellers" of the Duraspine Turf fields under 6A R.I. GEN. LAWS § 6A-2-103(a)(4).

ANSWER: FieldTurf denies the allegations in Paragraph 1517 of the Second Amended Complaint.

1518. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of 6A R.I. GEN. LAWS § 6A-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1518 of the Second Amended Complaint.

1519. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1519 of the Second Amended Complaint.

1520. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1520 of the Second Amended Complaint.

1521. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1521 of the Second Amended Complaint.

1522. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1522 of the Second Amended Complaint.

1523. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1523 of the Second Amended Complaint.

1524. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1524 of the Second Amended Complaint.

1525. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1525 of the Second Amended Complaint.

1526. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1526 of the Second Amended Complaint.

COUNT III
BREACH OF THE IMPLIED WARRANTIES
(R.I. GEN. LAWS §§ 6A-2-314, 6A-2-315)

1527. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1526 above as if fully set forth herein.

1528. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Rhode Island.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1529. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1530. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under R.I. GEN. LAWS § 6a-2-104(1), and "sellers" of the Duraspine Turf fields under R.I. GEN. LAWS § 6a-2-103(a)(4).

ANSWER: FieldTurf denies the allegations in Paragraph 1530 of the Second Amended Complaint.

1531. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of R.I. GEN. LAWS § 6a-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1531 of the Second Amended Complaint.

1532. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to R.I. GEN. LAWS § 6a-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1532 of the Second Amended Complaint.

1533. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to R.I. GEN. LAWS § 6a-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1533 of the Second Amended Complaint.

1534. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1534 of the Second Amended Complaint.

1535. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1535 of the Second Amended Complaint.

1536. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1536 of the Second Amended Complaint.

MM. South Carolina Claims

COUNT I
VIOLATIONS OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT
(S.C. CODE ANN. § 39-5-10,* ET SEQ.*)

1537. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1536 above as if fully set forth herein.

1538. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of South Carolina.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1539. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1540. The Plaintiffs and Defendants are a "person" under S.C. CODE ANN. § 39-5-10. Plaintiffs' purchases of Duraspine Turf fields from Defendants is within the meaning of trade and commerce of S.C. CODE ANN. § 39-5-10.

ANSWER: FieldTurf denies the allegations in Paragraph 1540 of the Second Amended Complaint.

1541. The South Carolina Unfair Trade Practices Act ("South Carolina UTPA") prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce . . .." S.C. CODE ANN. § 39-5-20(a).

ANSWER: FieldTurf admits that the South Carolina statute referenced in Paragraph 1541 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1542. In the course of their business, Defendants violated the South Carolina UTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the South Carolina UTPA:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1542 of the Second Amended Complaint.

1543. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1543 of the Second Amended Complaint.

1544. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1544 of the Second Amended Complaint.

1545. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the South Carolina UTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1545 of the Second Amended Complaint.

1546. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1546 of the Second Amended Complaint.

1547. Pursuant to S.C. CODE ANN. § 39-5-140(a), the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the South Carolina UTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1547 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(S.C. CODE § 36-2-313)

1548. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1547 above as if fully set forth herein.

1549. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of South Carolina.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1550. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1551. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under S.C. CODE § 36-2-104(1), and "sellers" of the Duraspine Turf fields under S.C. CODE § 36-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1551 of the Second Amended Complaint.

1552. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of S.C. CODE § 36-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1552 of the Second Amended Complaint.

1553. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1553 of the Second Amended Complaint.

1554. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1554 of the Second Amended Complaint.

1555. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1555 of the Second Amended Complaint.

1556. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1556 of the Second Amended Complaint.

1557. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1557 of the Second Amended Complaint.

1558. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1558 of the Second Amended Complaint.

1559. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1559 of the Second Amended Complaint.

1560. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1560 of the Second Amended Complaint.

COUNT III
BREACH OF THE IMPLIED WARRANTIES
(S.C. CODE §§ 36-2-314, 36-2-315)

1561. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1560 above as if fully set forth herein.

1562. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of South Carolina.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1563. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1564. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under S.C. CODE § 36-2-104(1), and "sellers" of the Duraspine Turf fields under S.C. CODE § 36-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1564 of the Second Amended Complaint.

1565. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of S.C. CODE § 36-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1565 of the Second Amended Complaint.

1566. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to S.C. CODE § 36-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1566 of the Second Amended Complaint.

1567. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to S.C. CODE § 36-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1567 of the Second Amended Complaint.

1568. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition,

because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1568 of the Second Amended Complaint.

1569. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1569 of the Second Amended Complaint.

1570. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1570 of the Second Amended Complaint.

NN. South Dakota Claims

COUNT I
VIOLATION OF THE SOUTH DAKOTA
DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION LAW
(S.D. CODIFIED LAWS § 37-24-6)

1571. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1570 above as if fully set forth herein.

1572. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of South Dakota.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1573. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1574. Plaintiffs and Defendants are a "person" under S.D. CODIFIED LAWS § 37-24-1(8). Defendants' Duraspine Turf fields are "merchandise within the meaning of S.D. CODIFIED LAWS § 37-24-1(7). Plaintiffs' purchases of Duraspine Turf fields from Defendants is within the meaning of trade and commerce of S.D. CODIFIED LAWS § 37-24-1(13).

ANSWER: FieldTurf denies the allegations in Paragraph 1574 of the Second Amended Complaint.

1575. The South Dakota Deceptive Trade Practices and Consumer Protection Law ("South Dakota CPL") prohibits deceptive acts or practices, which are defined for relevant purposes to include "[k]nowingly ~~***and intentionally***~~ *act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise, regardless of whether any person has in fact been misled, deceived, or damaged thereby [.]" S.D. CODIFIED LAWS § 37-24-6(1).*

ANSWER: FieldTurf denies that the South Dakota statute referenced in Paragraph 1575 of the Second Amended Complaint is quoted correctly. FieldTurf further denies that it violated any part of the South Dakota Deceptive Trade Practices and Consumer Protection Law referenced in Paragraph 1575 of the Second Amended Complaint.

1576. In the course of their business, Defendants violated the South Dakota CPL by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices which are proscribed by the South Dakota CPL:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1576 of the Second Amended Complaint.

1577. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the

truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1577 of the Second Amended Complaint.

1578. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1578 of the Second Amended Complaint.

1579. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the South Dakota CPL in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1579 of the Second Amended Complaint.

1580. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1580 of the Second Amended Complaint.

1581. Pursuant to S.D. CODIFIED LAWS § 37-24-31, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the South Dakota CPL.

ANSWER: FieldTurf denies the allegations in Paragraph 1581 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(S.D. CODIFIED LAWS § 57A-2-313)

1582. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1581 above as if fully set forth herein.

1583. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of South Dakota.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1584. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1585. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under S.D. CODIFIED LAWS § 57A-2-104(1), and "sellers" of the Duraspine Turf fields under S.D. CODIFIED LAWS § 57A-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1585 of the Second Amended Complaint.

1586. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of S.D. CODIFIED LAWS § 57A-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1586 of the Second Amended Complaint.

1587. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1587 of the Second Amended Complaint.

1588. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1588 of the Second Amended Complaint.

1589. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1589 of the Second Amended Complaint.

1590. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1590 of the Second Amended Complaint.

1591. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1591 of the Second Amended Complaint.

1592. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1592 of the Second Amended Complaint.

1593. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1593 of the Second Amended Complaint.

1594. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1594 of the Second Amended Complaint.

COUNT III
BREACH OF THE IMPLIED WARRANTIES
(S.D. CODIFIED LAWS §§ 57A-2-314, 57A-2-315)

1595. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1594 above as if fully set forth herein.

1596. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of South Dakota.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1597. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1598. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under S.D. CODIFIED LAWS § 57A-2-104(1), and "sellers" of the Duraspine Turf fields under S.D. CODIFIED LAWS § 57A-2-103(1)(d).

ANSWER: FieldTurf denies the allegations in Paragraph 1598 of the Second Amended Complaint.

1599. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of S.D. CODIFIED LAWS § 57A-2-105(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1599 of the Second Amended Complaint.

1600. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to S.D. CODIFIED LAWS § 57A-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1600 of the Second Amended Complaint.

1601. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to S.D. CODIFIED LAWS § 57A-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1601 of the Second Amended Complaint.

1602. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1602 of the Second Amended Complaint.

1603. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1603 of the Second Amended Complaint.

1604. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1604 of the Second Amended Complaint.

OO. Tennessee Claims

COUNT I
VIOLATION OF TENNESSEE CONSUMER PROTECTION ACT
(TENN. CODE ANN. § 47-18-101,* ET SEQ.*)

1605. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1604 above as if fully set forth herein.

1606. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Tennessee.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1607. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1608. Defendants and the Subclass members are "persons" within the meaning of TENN. CODE ANN. § 47-18-103 (2), and the Subclass members are "consumers" within the meaning of TENN. CODE ANN. § 47-18-103 (2). The Subclass were "natural persons" within the meaning of TENN. CODE ANN. § 47-18-103 (2).

ANSWER: FieldTurf denies the allegations in Paragraph 1608 of the Second Amended Complaint.

1609. Defendants' conduct complained of herein affected "trade," "commerce" or "consumer transactions" within the meaning of TENN. CODE ANN. § 47-18-103 (19). The Duraspine Turf fields were at all relevant times "goods" within the meaning of TENN. CODE ANN. § 47-18-103 (7).

ANSWER: FieldTurf denies the allegations in Paragraph 1609 of the Second Amended Complaint.

1610. The Tennessee Consumer Protection Act ("Tennessee CPA") makes unlawful "[u]nfair or deceptive acts or practices affecting the conduct of any trade or commerce" under Tenn. Code Ann. § 47-18-104. This includes, but is not limited to:

(5) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which the person does not have;

(7) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

(9) advertising goods or services with intent not to sell them as advertised.

TENN. CODE ANN. § 47-18-104.

ANSWER: FieldTurf admits that the Tennessee statute referenced in Paragraph 1610 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1611. In the course of their business, Defendants violated the Tennessee CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices within the meaning of TENN. CODE ANN. § 47-18-101, et seq. by:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1611 of the Second Amended Complaint.

1612. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1612 of the Second Amended Complaint.

1613. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1613 of the Second Amended Complaint.

1614. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Tennessee CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1614 of the Second Amended Complaint.

1615. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1615 of the Second Amended Complaint.

1616. Pursuant to TENN. CODE ANN. § 47-18-109 (a), the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Tennessee CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1616 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(TENN. CODE ANN. § 47-2-313)

1617. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1616 above as if fully set forth herein.

1618. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Tennessee.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1619. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1620. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under TENN. CODE ANN. § 47-2-103(a)(d). The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under TENN. CODE ANN. § 47-2- 313(1). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of TENN. CODE ANN. § 47-2-313 (1) and (2). At all relevant times, Defendants also were and are "merchants" within the meaning of TENN. CODE ANN. § 47-2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1620 of the Second Amended Complaint.

1621. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1621 of the Second Amended Complaint.

1622. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1622 of the Second Amended Complaint.

1623. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1623 of the Second Amended Complaint.

1624. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1624 of the Second Amended Complaint.

1625. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1625 of the Second Amended Complaint.

1626. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1626 of the Second Amended Complaint.

1627. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1627 of the Second Amended Complaint.

1628. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1628 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(TENN. CODE ANN. §§ 47-2-314 AND 47-2-315)

1629. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1628 above as if fully set forth herein.

1630. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Tennessee.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1631. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1632. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under TENN. CODE ANN. § 47-2-103(a)(d). The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under TENN. CODE ANN. § 47-2- 313 (1). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of TENN. CODE ANN. § 47-

2-313 (1) and (2). At all relevant times, Defendants also were and are "merchants" within the meaning of TENN. CODE ANN. § 47-2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1632 of the Second Amended Complaint.

1633. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to TENN. CODE ANN. § 47-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1633 of the Second Amended Complaint.

1634. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to TENN. CODE ANN. § 47-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1634 of the Second Amended Complaint.

1635. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1635 of the Second Amended Complaint.

1636. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1636 of the Second Amended Complaint.

1637. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1637 of the Second Amended Complaint.

1638. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1638 of the Second Amended Complaint.

PP. Texas Claims

COUNT I
VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT
(TEX. BUS. & COM. CODE § 17.41,* ET SEQ.*)

1639. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1638 above as if fully set forth herein.

1640. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Texas.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1641. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1642. Defendants and the Subclass members are "persons" within the meaning of TEX. BUS. & COM. CODE § 17.45, and the Subclass members are "consumers" within the meaning of TEX. BUS. & COM. CODE § 17.45. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of TEX. BUS. & COM. CODE § 17.45.

ANSWER: FieldTurf denies the allegations in Paragraph 1642 of the Second Amended Complaint.

1643. The Texas Deceptive Trade Practices – Consumer Protection Act ("Texas DTPA") makes unlawful "false, misleading, or deceptive acts or practices in the conduct of any trade or commerce" under TEX. BUS. & COM. CODE § 17.46. This includes, but is not limited to:

(5) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which the person does not;

(7) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

(24) failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;

TEX. BUS. & COM. CODE § 17.46. ***~~It also provides a right of action for "breach of an express or implied warranty" and "an unconscionable action or course of action by any person." TEX. BUS. & COM. CODE § 17.50(a)(b) & (3).~~***

17.50 provides: "a) A consumer may maintain an action where any of the following constitute a producing cause of economic damages or damages for mental anguish:

(2) breach of an express or implied warranty;

(3) any unconscionable action or course of action by any person;

ANSWER: FieldTurf admits that section 17.46 of the Texas statute referenced in Paragraph 1643 of the Second Amended Complaint contains the selective quoted language. FieldTurf denies that section 17.50 of the Texas statute referenced in Paragraph 1643 of the Second Amended Complaint is quoted correctly. FieldTurf further denies that it violated any part of the Texas Deceptive Trade Practices – Consumer Protection Act referenced in Paragraph 1643 of the Second Amended Complaint.

1644. In the course of their business, Defendants violated the Texas DTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following

unfair or deceptive acts or practices within the meaning of TEX. BUS. & COM. CODE § 17.41, et seq. by:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1644 of the Second Amended Complaint.

1645. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1645 of the Second Amended Complaint.

1646. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1646 of the Second Amended Complaint.

1647. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Texas DTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1647 of the Second Amended Complaint.

1648. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1648 of the Second Amended Complaint.

1649. Pursuant to TEX. BUS. & COM. CODE § 17.50 et seq., the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Texas DTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1649 of the Second Amended Complaint.

1650. Defendants were provided notice of the issues raised in this Count and this Complaint, as detailed above. In addition, on October 19, 2017, a notice letter was sent on behalf of the Subclass to Defendants pursuant to TEX. BUS. & COM. CODE § 17.505(a). Because Defendants failed to remedy their unlawful conduct within the requisite time period, the Subclass seeks all damages and relief to which they are entitled.

ANSWER: FieldTurf denies the allegations in Paragraph 1650 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(TEX. BUS. & COM. CODE § 2.313)

1651. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1650 above as if fully set forth herein.

1652. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Texas.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1653. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1654. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under TEX. BUS. & COM. CODE § 2.103(a)(4). The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under TEX. BUS. & COM. CODE § 2.313 (a). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of TEX. BUS. & COM. CODE § 2.313 (a) - (b). At all relevant times, Defendants also were and are "merchants" within the meaning of TEX. BUS. & COM. CODE § 2.104(a).

ANSWER: FieldTurf denies the allegations in Paragraph 1654 of the Second Amended Complaint.

1655. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1655 of the Second Amended Complaint.

1656. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1656 of the Second Amended Complaint.

1657. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1657 of the Second Amended Complaint.

1658. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1658 of the Second Amended Complaint.

1659. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1659 of the Second Amended Complaint.

1660. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1660 of the Second Amended Complaint.

1661. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1661 of the Second Amended Complaint.

1662. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1662 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(TEX. BUS. & COM. CODE §§ 2.314 AND 2.315)

1663. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1662 above as if fully set forth herein.

1664. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Texas.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1665. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1666. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under TEX. BUS. & COM. CODE § 2.103(a)(4). The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under TEX. BUS. & COM. CODE § 2.313 (a). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of TEX. BUS. & COM. CODE § 2.313 (a) - (b). At all relevant times, Defendants also were and are "merchants" within the meaning of TEX. BUS. & COM. CODE § 2.104(a).

ANSWER: FieldTurf denies the allegations in Paragraph 1666 of the Second Amended Complaint.

1667. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to TEX. BUS. & COM. CODE § 2.314.

ANSWER: FieldTurf denies the allegations in Paragraph 1667 of the Second Amended Complaint.

1668. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to TEX. BUS. & COM. CODE § 2.315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1668 of the Second Amended Complaint.

1669. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1669 of the Second Amended Complaint.

1670. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1670 of the Second Amended Complaint.

1671. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1671 of the Second Amended Complaint.

1672. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1672 of the Second Amended Complaint.

QQ. Utah Claims

COUNT I
VIOLATION OF UTAH CONSUMER SALES PRACTICES ACT
(UTAH CODE ANN. § 13-11-1,* ET SEQ.*)

1673. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1672 above as if fully set forth herein.

1674. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Utah.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1675. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1676. Defendants are "suppliers" within the meaning of UTAH CODE ANN. § 13-11-3. The Subclass members are "persons" within the meaning of UTAH CODE ANN. § 13-11-3. The sale of the Duraspine Turf fields are and were at all relevant times a "consumer transaction" within the meaning of UTAH CODE ANN. § 13-11-3.

ANSWER: FieldTurf denies the allegations in Paragraph 1676 of the Second Amended Complaint.

1677. The Utah Consumer Sales Practices Act ("Utah CSPA") makes unlawful any "deceptive act or practice by a supplier in connection with a consumer transaction" under UTAH CODE ANN. § 13-11-4. This includes, but is not limited to, if the supplier knowingly or intentionally:

(a) indicates that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits, if it has not;

(b) indicates that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not;

UTAH CODE ANN. § 13-11-4. "An unconscionable act or practice by a supplier in connection with a consumer transaction" also violates the Utah CSPA. UTAH CODE ANN. § 13-11-5.

ANSWER: FieldTurf admits that the Utah statute referenced in Paragraph 1677 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1678. In the course of their business, Defendants violated the Utah CSPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices within the meaning of UTAH CODE ANN. § 13-11-1, et seq.) by:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1678 of the Second Amended Complaint.

1679. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1679 of the Second Amended Complaint.

1680. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1680 of the Second Amended Complaint.

1681. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Utah CSPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1681 of the Second Amended Complaint.

1682. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1682 of the Second Amended Complaint.

1683. Pursuant to UTAH CODE ANN. § 13-11-1, et seq., the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Utah CSPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1683 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(UTAH CODE ANN. § 70A-2-313)

1684. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1683 above as if fully set forth herein.

1685. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Utah.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1686. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1687. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under UTAH CODE ANN. § 70A-2-103(1)(a). The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under UTAH CODE ANN. § 70A- 2-313 (1). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of UTAH CODE ANN. § 70A-2-313(1) - (2). At all relevant times, Defendants also were and are "merchants" within the meaning of UTAH CODE ANN. § 70A-2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1687 of the Second Amended Complaint.

1688. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1688 of the Second Amended Complaint.

1689. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1689 of the Second Amended Complaint.

1690. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1690 of the Second Amended Complaint.

1691. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1691 of the Second Amended Complaint.

1692. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1692 of the Second Amended Complaint.

1693. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1693 of the Second Amended Complaint.

1694. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1694 of the Second Amended Complaint.

1695. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1695 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(UTAH CODE ANN. §§ 70A-2-314 AND 70A-2-315)

1696. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1695 above as if fully set forth herein.

1697. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Utah.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1698. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1699. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under UTAH CODE ANN. § 70A-2-103(1)(a). The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under UTAH CODE ANN. § 70A- 2-313 (1). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of UTAH CODE ANN. § 70A-2-313 (1) - (2). At all relevant times, Defendants also were and are "merchants" within the meaning of UTAH CODE ANN. § 70A-2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1699 of the Second Amended Complaint.

1700. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to UTAH CODE ANN. § 70A-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1700 of the Second Amended Complaint.

1701. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to UTAH CODE ANN. § 70A-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1701 of the Second Amended Complaint.

1702. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1702 of the Second Amended Complaint.

1703. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1703 of the Second Amended Complaint.

1704. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1704 of the Second Amended Complaint.

1705. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1705 of the Second Amended Complaint.

RR. Vermont Claims

COUNT I
VIOLATION OF VERMONT CONSUMER FRAUD ACT
(VT. STAT. ANN. TIT. 9, § 2451* ET SEQ.*)

1706. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1705 above as if fully set forth herein.

1707. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Vermont.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1708. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1709. Defendants are "sellers" within the meaning of VT. STAT. ANN. tit. 9, § 2451(c). The Subclass members are "consumers" within the meaning of VT. STAT. ANN. tit. 9, § 2451(a).

ANSWER: FieldTurf denies the allegations in Paragraph 1709 of the Second Amended Complaint.

1710. The Duraspine Turf fields are "goods" within the meaning of VT. STAT. ANN. TIT. 9, § 2451(b).

ANSWER: FieldTurf denies the allegations in Paragraph 1710 of the Second Amended Complaint.

1711. The Vermont Consumer Fraud Act ("Vermont CFA") makes unlawful "[u]nfair methods of competition in commerce, and unfair or deceptive acts or practices in commerce. . .." VT. STAT. ANN. tit. 9, § 2453(a).

ANSWER: FieldTurf admits that the Vermont statute referenced in Paragraph 1711 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

> *1712. In the course of their business, Defendants violated the Vermont CFA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices within the meaning of VT. STAT. ANN. tit. 9, § 2451 et seq.) by:*
>
> *a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;*
>
> *b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or*
>
> *c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.*

ANSWER: FieldTurf denies the allegations in Paragraph 1712 of the Second Amended Complaint.

> *1713. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.*

ANSWER: FieldTurf denies the allegations in Paragraph 1713 of the Second Amended Complaint.

> *1714. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.*

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1714 of the Second Amended Complaint.

1715. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Vermont CFA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1715 of the Second Amended Complaint.

1716. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1716 of the Second Amended Complaint.

1717. Pursuant to VT. STAT. ANN. tit. 9, § 2451 et seq., the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Vermont CFA.

ANSWER: FieldTurf denies the allegations in Paragraph 1717 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(VT. STAT. ANN. TIT. 9 § 2-313)

1718. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1717 above as if fully set forth herein.

1719. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Vermont.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1720. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1721. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under VT. STAT. ANN. tit. 9 § 2-313 (1) - (2). At all relevant times, Defendants also were and are "merchants" within the meaning of VT. STAT. ANN. tit. 9 § 2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1721 of the Second Amended Complaint.

1722. The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under VT. STAT. ANN. tit. 9 § 2-313 (1). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of VT. STAT. ANN. tit. 9 § 2-313 (1) and (2).

ANSWER: FieldTurf denies the allegations in Paragraph 1722 of the Second Amended Complaint.

1723. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1723 of the Second Amended Complaint.

1724. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1724 of the Second Amended Complaint.

1725. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1725 of the Second Amended Complaint.

1726. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1726 of the Second Amended Complaint.

1727. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1727 of the Second Amended Complaint.

1728. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1728 of the Second Amended Complaint.

1729. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1729 of the Second Amended Complaint.

1730. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1730 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(VT. STAT. ANN. TIT. 9 §§ 2-314 AND 2-315)

1731. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1730 above as if fully set forth herein.

1732. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Vermont.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1733. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1734. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under VT. STAT. ANN. tit. 9 § 2-313 (1) -(2). At all relevant times, Defendants also were and are "merchants" within the meaning of VT. STAT. ANN. tit. 9 § 2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1734 of the Second Amended Complaint.

1735. The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under VT. STAT. ANN. tit. 9 § 2-313 (1). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of VT. STAT. ANN. tit. 9 § 2-313 (1) and (2).

ANSWER: FieldTurf denies the allegations in Paragraph 1735 of the Second Amended Complaint.

1736. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to VT. STAT. ANN. tit. 9 § 2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1736 of the Second Amended Complaint.

1737. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to VT. STAT. ANN. tit. 9 § 2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1737 of the Second Amended Complaint.

1738. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1738 of the Second Amended Complaint.

1739. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1739 of the Second Amended Complaint.

1740. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1740 of the Second Amended Complaint.

1741. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1741 of the Second Amended Complaint.

SS. Virginia Claims

COUNT I
VIOLATION OF VIRGINIA CONSUMER PROTECTION ACT
(VA. CODE ANN. § 59.1-196,* ET SEQ.*)

1742. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1741 above as if fully set forth herein.

1743. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Virginia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1744. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1745. Defendants and the Subclass members are "persons" within the meaning of VA. CODE ANN. § 59.1-198. Defendants are and were at all relevant times a "supplier" under VA. CODE ANN. § 59.1-198.

ANSWER: FieldTurf denies the allegations in Paragraph 1745 of the Second Amended Complaint.

1746. The sale of the Duraspine Turf fields are and were at all relevant times a "consumer transaction" within the meaning of VA. CODE ANN. § 59.1-198.

ANSWER: FieldTurf denies the allegations in Paragraph 1746 of the Second Amended Complaint.

1747. The Virginia Consumer Protection Act ("Virginia CPA") prohibits certain "fraudulent acts or practices committed by a supplier in connection with a consumer transaction. . ." and lists prohibited practices which include:

(5) Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;

(6) Misrepresenting that goods or services are of a particular standard, quality, grade, style or model;

(8) Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised;

(14) Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.

*VA. CODE ANN. § 59.1-~~198~~ **200***

ANSWER: FieldTurf admits that the Virginia statute VA. CODE ANN. § 59.1-200 contains the selective quoted language referenced in Paragraph 1747 of the Second Amended Complaint, but denies that this selective quoted language exists in VA. CODE ANN. § 59.1-198. FieldTurf further denies that it violated any part of the Virginia Consumer Protection Act referenced in Paragraph 1747 of the Second Amended Complaint.

1748. In the course of their business, Defendants violated the Virginia CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices within the meaning of VA. CODE ANN. § 59.1-198 et seq. by:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1748 of the Second Amended Complaint.

1749. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1749 of the Second Amended Complaint.

1750. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1750 of the Second Amended Complaint.

1751. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Virginia CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1751 of the Second Amended Complaint.

1752. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1752 of the Second Amended Complaint.

1753. Pursuant to VA. CODE ANN. § 59.1-204, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Virginia CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1753 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(VA. CODE ANN. § 8-2-313)

1754. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1753 above as if fully set forth herein.

1755. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Virginia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1756. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1757. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under VA. CODE ANN. § 8-2-313 (1) - (2). At all relevant times, Defendants also were "merchants" within the meaning of VA. CODE ANN. § 8-2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1757 of the Second Amended Complaint.

1758. The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under VA. CODE ANN. § 8-2-313 (1). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning VA. CODE ANN. § 8-2-313 (1) - (2).

ANSWER: FieldTurf denies the allegations in Paragraph 1758 of the Second Amended Complaint.

1759. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the

Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1759 of the Second Amended Complaint.

1760. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1760 of the Second Amended Complaint.

1761. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1761 of the Second Amended Complaint.

1762. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1762 of the Second Amended Complaint.

1763. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1763 of the Second Amended Complaint.

1764. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1764 of the Second Amended Complaint.

1765. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1765 of the Second Amended Complaint.

1766. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1766 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(VA. CODE ANN. §§ 8.2-314 AND 8.2-315)

1767. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1766 above as if fully set forth herein.

1768. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Virginia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1769. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1770. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under VA. CODE ANN. § 8-2-313 (1) - (2). At all relevant times, Defendants also were "merchants" within the meaning of VA. CODE ANN. § 8-2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1770 of the Second Amended Complaint.

1771. The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under VA. CODE ANN. § 8-2-313 (1). The Duraspine Turf fields are and were at all relevant times "goods" within the meaning VA. CODE ANN. § 8-2-313 (1) - (2).

ANSWER: FieldTurf denies the allegations in Paragraph 1771 of the Second Amended Complaint.

1772. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to VA. CODE ANN. § 8.2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1772 of the Second Amended Complaint.

1773. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to VA. CODE ANN. § 8.2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1773 of the Second Amended Complaint.

1774. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1774 of the Second Amended Complaint.

1775. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1775 of the Second Amended Complaint.

1776. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1776 of the Second Amended Complaint.

TT. Washington Claims

COUNT I
VIOLATION OF THE CONSUMER PROTECTION ACT
***(REV. CODE WASH. § 19.86.010,* ET SEQ.)**

1777. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1776 above as if fully set forth herein.

1778. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Washington.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1779. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1780. Defendants and the Subclass members are "persons" within the meaning of REV. CODE WASH. § 19.86.010(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1780 of the Second Amended Complaint.

1781. Defendants are engaged in "trade" or "commerce" within the meaning of REV. CODE WASH. § 19.86.010(2).

ANSWER: FieldTurf denies the allegations in Paragraph 1781 of the Second Amended Complaint.

1782. The Washington Consumer Protection Act ("Washington CPA") broadly prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce. . .." REV. CODE WASH. § 19.86.020.

ANSWER: FieldTurf admits that the Washington statute referenced in Paragraph 1782 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1783. In the course of their business, Defendants violated the Washington CPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices within the meaning of REV. CODE WASH. § 19.86.010 et seq.by:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1783 of the Second Amended Complaint.

1784. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1784 of the Second Amended Complaint.

1785. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1785 of the Second Amended Complaint.

1786. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Washington CPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1786 of the Second Amended Complaint.

1787. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1787 of the Second Amended Complaint.

1788. Pursuant to REV. CODE WASH. §§ 19.86.140 and 19.86.090, the Subclass seeks an order awarding damages, treble damages, and any other just and proper relief available under the Washington CPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1788 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(WASH. REV. CODE § 62A.2-313)

1789. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1788 above as if fully set forth herein.

1790. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Washington.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1791. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1792. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under WASH. REV. CODE § 62A.2-313 (1) - (2). At all relevant times, Defendants also were "merchants" within the meaning of WASH. REV. CODE § 62A.2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1792 of the Second Amended Complaint.

1793. The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under WASH. REV. CODE § 62A.2-313 (1).The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of WASH. REV. CODE § 62A.2-313 (1) - (2).

ANSWER: FieldTurf denies the allegations in Paragraph 1793 of the Second Amended Complaint.

1794. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1794 of the Second Amended Complaint.

1795. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1795 of the Second Amended Complaint.

1796. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1796 of the Second Amended Complaint.

1797. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1797 of the Second Amended Complaint.

1798. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1798 of the Second Amended Complaint.

1799. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1799 of the Second Amended Complaint.

1800. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1800 of the Second Amended Complaint.

1801. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1801 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(WASH. REV. CODE §§ 62A.2-314 AND 62A.2-315)

1802. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1801 above as if fully set forth herein.

1803. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Washington.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1804. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1805. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under WASH. REV. CODE § 62A.2-313 (1) - (2). At all relevant times, Defendants also were "merchants" within the meaning of WASH. REV. CODE § 62A.2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1805 of the Second Amended Complaint.

1806. The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under WASH. REV. CODE § 62A.2-313 (1).The

Duraspine Turf fields are and were at all relevant times "goods" within the meaning of WASH. REV. CODE § 62A.2-313 (1) - (2).

ANSWER: FieldTurf denies the allegations in Paragraph 1806 of the Second Amended Complaint.

1807. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to WASH. REV. CODE § 62A.2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1807 of the Second Amended Complaint.

1808. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to WASH. REV. CODE § 62A.2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1808 of the Second Amended Complaint.

1809. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1809 of the Second Amended Complaint.

1810. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1810 of the Second Amended Complaint.

1811. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1811 of the Second Amended Complaint.

UU. West Virginia Claims

COUNT I
VIOLATION OF THE CONSUMER CREDIT AND PROTECTION ACT
(W. VA. CODE § 46A-1-101,* ET SEQ.*)

1812. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1811 above as if fully set forth herein.

1813. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of West Virginia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1814. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1815. Defendants and the Subclass members are "persons" within the meaning of W. VA. CODE § 46A-1-102(31). The Subclass members are "consumers" within the meaning of W. VA. CODE §§ 46A-1-102(12) and 46A-6-102(2).

ANSWER: FieldTurf denies the allegations in Paragraph 1815 of the Second Amended Complaint.

1816. The Duraspine Turf fields are "goods" within the meaning of W. VA. CODE § 46A- 1-102(12). The sales of the Duraspine Turf fields were "sales" within the Meaning of W. VA. CODE § 46A-6-102(5).

ANSWER: FieldTurf denies the allegations in Paragraph 1816 of the Second Amended Complaint.

1817. Defendants are engaged in "trade" or "commerce" within the meaning of W. VA. CODE § 46A-6-102(6).

ANSWER: FieldTurf denies the allegations in Paragraph 1817 of the Second Amended Complaint.

1818. The West Virginia Consumer Credit and Protection Act ("West Virginia CCPA") prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce. . .." W. VA. CODE § 46A-6-104. This includes, but is not limited to, "unfair or deceptive" acts or practices include:

(I) Advertising goods or services with intent not to sell them as advertised;

(K) Making false or misleading statements of fact concerning the reasons for, existence of or amounts of price reductions;

(L) Engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding;

(M) The act, use or employment by any person of any deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any goods or services, whether or not any person has in fact been misled, deceived or damaged thereby;

(N) Advertising, printing, displaying, publishing, distributing or broadcasting, or causing to be advertised, printed, displayed, published, distributed or broadcast in any manner, any statement or representation with regard to the sale of goods or the extension of consumer credit including the rates, terms or conditions for the sale of such goods or the extension of such credit, which is false, misleading or deceptive or which omits to state material information which is necessary to make the statements therein not false, misleading or deceptive;

W. VA. CODE § 46A-6-102(7).

ANSWER: FieldTurf admits that the West Virginia statute referenced in Paragraph 1818 of the Second Amended Complaint contains the selective quoted language, but FieldTurf denies that it violated any part of the statute.

1819. In the course of their business, Defendants violated the West Virginia CCPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the

defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in W. VA. CODE § 46A-6-102(7) by:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1819 of the Second Amended Complaint.

1820. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1820 of the Second Amended Complaint.

1821. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1821 of the Second Amended Complaint.

1822. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the West Virginia CCPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1822 of the Second Amended Complaint.

1823. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1823 of the Second Amended Complaint.

1824. Pursuant to W. VA. CODE §§ 46A-5-104 and 46A-6-106, the Subclass seeks an order awarding damages, and any other just and proper relief available under the West Virginia CCPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1824 of the Second Amended Complaint.

1825. Defendants were provided notice of the issues raised in this Count and this Complaint, as detailed above. In addition, on October 19, 2017, a notice letter was sent on behalf of the Subclass to Defendants pursuant to W. VA. CODE § 46A-6-106(c). Because Defendants failed to remedy their unlawful conduct within the requisite time period, the Subclass seeks all damages and relief to which they are entitled.

ANSWER: FieldTurf denies the allegations in Paragraph 1825 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(W.VA. CODE § 46-2-313)

1826. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1825 above as if fully set forth herein.

1827. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of West Virginia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1828. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1829. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under W. VA. CODE § 46-2-313 (1) - (2). At all relevant times, Defendants also were "merchants" within the meaning of W. VA. CODE § 46-2-104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1829 of the Second Amended Complaint.

1830. The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under W. VA. CODE § 46-2-313 (1).The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of W. VA. CODE § 46-2-313 (1) - (2).

ANSWER: FieldTurf denies the allegations in Paragraph 1830 of the Second Amended Complaint.

1831. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1831 of the Second Amended Complaint.

1832. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1832 of the Second Amended Complaint.

1833. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1833 of the Second Amended Complaint.

1834. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1834 of the Second Amended Complaint.

1835. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1835 of the Second Amended Complaint.

1836. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1836 of the Second Amended Complaint.

1837. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1837 of the Second Amended Complaint.

1838. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1838 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(W. VA. CODE §§ 46-2-314 AND 46-2-315)

1839. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1838 above as if fully set forth herein.

1840. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of West Virginia.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1841. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1842. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under W. VA. CODE § 46-2-314(1), and "sellers" of the Duraspine Turf fields under W. VA. CODE §§ 46-2-314(1) and 46-2-315.

ANSWER: FieldTurf denies the allegations in Paragraph 1842 of the Second Amended Complaint

1843. The Subclass members are and were at all relevant times "buyers" within the meaning of W. VA. CODE § 46-2-315.

ANSWER: FieldTurf denies the allegations in Paragraph 1843 of the Second Amended Complaint.

1844. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of W. VA. CODE §§ 46-2-314(1) - (2) and 46-2-315.

ANSWER: FieldTurf denies the allegations in Paragraph 1844 of the Second Amended Complaint.

1845. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to W. VA. CODE § 46-2-314.

ANSWER: FieldTurf denies the allegations in Paragraph 1845 of the Second Amended Complaint.

1846. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to W. VA. CODE § 46-2-315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1846 of the Second Amended Complaint.

1847. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1847 of the Second Amended Complaint.

1848. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1848 of the Second Amended Complaint.

1849. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1849 of the Second Amended Complaint.

VV. Wisconsin Claims

COUNT I
VIOLATION OF WISCONSIN DECEPTIVE TRADE PRACTICES ACT
***(WIS. STAT. § 100.18,* ET SEQ.)**

1850. Plaintiffs reallege and incorporate the preceding paragraphs as if fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1849 above as if fully set forth herein.

1851. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Wisconsin.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1852. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1853. Defendants are all a "person, firm, corporation or association" within the meaning of WIS. STAT. § 100.18(1). The Subclass members are members of "the public" within the meaning of WIS. STAT. § 100.18(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1853 of the Second Amended Complaint.

1854. The Duraspine Turf fields are "merchandise" within the meaning of WIS. STAT. § 100.18(1). The Wisconsin Deceptive Trade Practices Act ("Wisconsin DTPA") prohibits a "representation or statement of fact which is untrue, deceptive or misleading." WIS. STAT. § 100.18(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1854 of the Second Amended Complaint.

1855. In the course of their business, Defendants violated the Wisconsin DTPA by knowingly misrepresenting and intentionally concealing material facts regarding the durability, reliability, performance, and cost-effectiveness of the Duraspine Turf fields, as detailed above. Specifically, in marketing, offering for sale, and selling the defective Duraspine Turf fields, Defendants engaged in one or more of the following unfair or deceptive acts or practices as defined in WIS. STAT. § 100.18(1) by:

a. Representing that the Duraspine Turf fields have approval, characteristics, uses, benefits, or qualities that they do not have;

b. Representing that the Duraspine Turf fields are of a particular standard, quality and grade when they are not; and/or

c. Advertising the Duraspine Turf fields with the intent not to sell them as advertised.

ANSWER: FieldTurf denies the allegations in Paragraph 1855 of the Second Amended Complaint.

1856. Defendants' scheme and concealment of the true characteristics of the Duraspine Turf fields were material to the Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that the Subclass would rely on the misrepresentations, concealments, and omissions. Had they known the truth, the Subclass would not have purchased the Duraspine Turf fields, or would have paid significantly less for them.

ANSWER: FieldTurf denies the allegations in Paragraph 1856 of the Second Amended Complaint.

1857. The Subclass members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

ANSWER: FieldTurf denies that it ever made any false or misleading representations and denies the remaining allegations in Paragraph 1857 of the Second Amended Complaint.

1858. Defendants had an ongoing duty to the Subclass to refrain from unfair and deceptive practices under the Wisconsin DTPA in the course of their business. Specifically, Defendants owed the Subclass members a duty to disclose all the material facts concerning the Duraspine Turf fields because they possessed exclusive knowledge, they intentionally concealed it from the Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

ANSWER: FieldTurf denies the allegations in Paragraph 1858 of the Second Amended Complaint.

1859. The Subclass members suffered ascertainable loss and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information.

ANSWER: FieldTurf denies the allegations in Paragraph 1859 of the Second Amended Complaint.

1860. Pursuant to WIS. STAT. § 100.18(11)(b)(2), the Subclass seeks an order awarding damages, double damages, and any other just and proper relief available under the Wisconsin DTPA.

ANSWER: FieldTurf denies the allegations in Paragraph 1860 of the Second Amended Complaint.

COUNT II
BREACH OF EXPRESS WARRANTY
(WIS. STAT. § 402.313)

1861. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1860 above as if fully set forth herein.

1862. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Wisconsin.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1863. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1864. Defendants are and were at all relevant times "sellers" with respect to the Duraspine Turf fields under WIS. STAT. § 402.313 (1) - (2). At all relevant times, Defendants also were "merchants" within the meaning of WIS. STAT. § 402.104(1).

ANSWER: FieldTurf denies the allegations in Paragraph 1864 of the Second Amended Complaint.

1865. The Subclass members are and were at all relevant times "buyers" with respect to the Duraspine Turf fields under WIS. STAT. § 402.313 (1).

ANSWER: FieldTurf denies the allegations in Paragraph 1865 of the Second Amended Complaint.

1866. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of WIS. STAT. § 402.313 (1) - (2).

ANSWER: FieldTurf denies the allegations in Paragraph 1866 of the Second Amended Complaint.

1867. In connection with the purchase of all Duraspine Turf fields, Defendants provided the Subclass with a written warranty covering defects in materials and workmanship of the Duraspine Turf fields for eight years, as detailed above. In addition, Defendants' various oral and written representations regarding the Duraspine Turf fields' durability, reliability, specifications, and performance constituted express warranties to the Subclass.

ANSWER: FieldTurf admits that it provides written warranties for its Duraspine Turf fields, but denies the remaining allegations in Paragraph 1867 of the Second Amended Complaint.

1868. Defendants' warranties formed a basis of the bargain that was reached when the Subclass members purchased their Duraspine Turf fields.

ANSWER: FieldTurf denies the allegations in Paragraph 1868 of the Second Amended Complaint.

1869. Defendants breached their express warranties (including the implied covenant of good faith and fair dealing) by: (a) knowingly providing the Subclass with Duraspine Turf fields containing defects in material that were never disclosed to the Subclass; (b) failing to repair or replace the defective Duraspine Turf fields at no cost within the eight-year warranty period; (c) ignoring, delaying responses to, and denying warranty claims in bad faith; and (d) supplying products and materials that failed to conform to the representations made by FieldTurf.

ANSWER: FieldTurf denies the allegations in Paragraph 1869 of the Second Amended Complaint.

1870. The Subclass has given Defendants a reasonable opportunity to cure their breaches of express warranty or, alternatively, were not required to do so because such an opportunity would be unnecessary and futile given that the repairs or replacements offered by Defendants can neither cure the defect in the Duraspine Turf fields nor resolve the incidental and consequential damages flowing therefrom.

ANSWER: FieldTurf denies the allegations in Paragraph 1870 of the Second Amended Complaint.

1871. Thus, Defendants' written warranty fails of its essential purpose and the recovery of the Subclass is not limited to its remedies.

ANSWER: FieldTurf denies the allegations in Paragraph 1871 of the Second Amended Complaint.

1872. Accordingly, the Subclass asserts as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to the Subclass members of the purchase price of all Duraspine Turf fields currently owned, and for such other incidental and consequential damages as allowed.

ANSWER: FieldTurf denies the allegations in Paragraph 1872 of the Second Amended Complaint.

1873. As a direct and proximate result of Defendants' breach of express warranty, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1873 of the Second Amended Complaint.

1874. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1874 of the Second Amended Complaint.

COUNT III
BREACH OF IMPLIED WARRANTIES
(WIS. STAT. §§ 402.314 AND 402.315)

1875. Plaintiffs reallege and incorporate by reference all preceding allegations as though fully set forth herein.

ANSWER: FieldTurf incorporates its responses to Paragraphs 1 through 1874 above as if fully set forth herein.

1876. This Count is brought on behalf of all members of the National Class and/or the Subclass that purchased Duraspine Turf fields in District of Wisconsin.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1877. This Count is brought on behalf of the Subclass against Defendants.

ANSWER: FieldTurf admits that Plaintiffs purport to bring this cause of action as a class action, and further avers that no class could ever be certified.

1878. Defendants are and were at all relevant times "merchants" with respect to the Duraspine Turf fields under WIS. STAT. § 402.314(1), and "sellers" of the Duraspine Turf fields under WIS. STAT. §§ 402.314(1) and 402.315.

ANSWER: FieldTurf denies the allegations in Paragraph 1878 of the Second Amended Complaint.

1879. The Subclass members are and were at all relevant times "buyers" within the meaning of WIS. STAT. §402.315.

ANSWER: FieldTurf denies the allegations in Paragraph 1879 of the Second Amended Complaint.

1880. The Duraspine Turf fields are and were at all relevant times "goods" within the meaning of WIS. STAT. §§ 402.314 (1) and (2) and 402.315.

ANSWER: FieldTurf denies the allegations in Paragraph 1880 of the Second Amended Complaint.

1881. A warranty that the Duraspine Turf fields were in merchantable condition and fit for their ordinary purpose is implied by law pursuant to WIS. STAT. § 402.314.

ANSWER: FieldTurf denies the allegations in Paragraph 1881 of the Second Amended Complaint.

1882. In addition, a warranty that the Duraspine Turf fields were fit for their particular purpose is implied by law pursuant to WIS. STAT. § 402.315. Defendants knew at the time of sale and installation of the Duraspine Turf fields that the Subclass intended to use those fields as athletic fields requiring a particular standard of performance and durability, and that the Subclass was relying on Defendants' skill and judgment to furnish suitable products for this particular purpose.

ANSWER: FieldTurf denies the allegations in Paragraph 1882 of the Second Amended Complaint.

1883. The Duraspine Turf fields, when sold and at all times thereafter, were not in merchantable condition, not fit for their ordinary purpose, and were not fit for their particular purpose as a result of their inherent defects, as detailed above. In addition, because any warranty repairs or replacements offered by Defendants cannot cure the defect in the Duraspine Turf fields, they fail to cure Defendants' breach of implied warranties.

ANSWER: FieldTurf denies the allegations in Paragraph 1883 of the Second Amended Complaint.

1884. As a direct and proximate result of Defendants' breach of their implied warranties, the Subclass members have been damaged in an amount to be determined at trial.

ANSWER: FieldTurf denies the allegations in Paragraph 1884 of the Second Amended Complaint.

1885. Defendants were provided notice of the issues raised in this Count and this Complaint as detailed above.

ANSWER: FieldTurf denies the allegations in Paragraph 1885 of the Second Amended Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the members of the Nationwide Class and the Subclass, respectfully request that this Court certify the proposed Nationwide Class and Subclass, including designating the named Plaintiffs as representatives of the Nationwide Class and the Subclass and appointing the undersigned as Class Counsel, and the designation of any appropriate issue classes, under the applicable provisions of Fed. R. Civ. P. 23, and that this Court enter judgment in their favor and against Defendants including the following relief:

A. A declaration that any applicable statutes of limitations are tolled due to Defendants' fraudulent concealment and that Defendants are estopped from relying on any statutes of limitations in defense;

B. Restitution, compensatory damages, and costs for economic loss and out-of-pocket costs;

C. Punitive and exemplary damages under applicable law;

D. Rescission of all agreements with Plaintiffs and Class members for the purchase and installation of any Duraspine Turf field, including reimbursement and compensation of the full purchase and installation price, including any taxes, licenses, or other fees, and including the costs for any maintenance or equipment purchased to care for any Duraspine Turf field;

E. Reimbursement and compensation of the full purchase and installation price for any replacement field any Plaintiff or Class member purchased from Defendants within the warranty period;

F. A determination that Defendants are financially responsible for all Class notices and the administration of class relief;

G. Any applicable statutory or civil penalties;

H. An order requiring Defendants to pay both pre-judgment and post-judgment interest on any amounts awarded;

I. An award of reasonable counsel fees, plus reimbursement of reasonable costs, expenses, and disbursements, including reasonable allowances for the fees of experts

J. Leave to amend this Complaint to conform to the evidence produced in discovery and at trial; and

K. Any such other and further relief this Court deems just and equitable.

ANSWER: FieldTurf denies all allegations in Plaintiffs' prayer for relief and denies Plaintiffs are entitled to any damages.

AFFIRMATIVE DEFENSES

Without assuming the burden of proof where such burden is otherwise on Plaintiffs as a matter of applicable substantive or procedural law, FieldTurf asserts the following defenses. FieldTurf reserves the right to assert additional defenses as information becomes available to it.

1. Plaintiffs lack standing to assert certain claims in the Complaint.

2. Plaintiffs' claims are barred, in whole or in part, as Plaintiff legally cannot establish the requisite elements of its claims.

3. Plaintiffs' claims against FieldTurf are barred, in whole or in part, by the applicable statutes of limitations, statutes of repose, and the equitable doctrines of laches and estoppel.

4. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, consent, estoppel, and release.

5. Plaintiffs' claims are barred, in whole or in part, by the doctrines of accord and satisfaction.

6. Plaintiffs are not entitled to recover attorneys' fees or costs, or fees of litigation.

7. The damages Plaintiffs seek, if awarded, would result in unjust enrichment to Plaintiff.

8. FieldTurf reserves the right to assert additional defenses that may be uncovered during the course of this action.

PRAYER FOR RELIEF

WHEREFORE, FieldTurf denies that Plaintiffs are entitled to any relief against FieldTurf whatsoever and respectfully requests: (a) that this Court dismiss Plaintiffs' claims with prejudice; (b) that this Court assess costs and fees against Plaintiffs; and (c) that this Court award FieldTurf such other and further relief to which it may be justly entitled.

Dated: October 22, 2019
New York, New York

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CERTIFICATE OF SERVICE

I hereby certify that on October 22, 2019, I caused to be served a true and correct copy of the foregoing by e-mail and U.S. mail, on the following counsel at the following addresses, on behalf of all Plaintiffs, in accordance with the Court's Order Appointing Lead Counsel and Plaintiffs' Executive Committee (ECF No. 61):

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Dated: October 22, 2019
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