

## **Exhibit 2**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----	X	
JOSE AYBAR, ORLANDO GONZALES, JOSE	:	
AYBAR as Administrator of the THE ESTATE OF	:	
CRYSTAL CRUZ-AYBAR, JESENIA AYBAR as	:	
Administratrix of THE ESTATE OF NOELIA	:	
OLIVERAS, JESENIA AYBAR as LEGAL	:	Index No. 9344/2014
GUARDIAN on behalf of KEILA CABRAL, a minor,	:	
ANNA AYBAR and JESENIA AYBAR as	:	<b>THIRD-PARTY</b>
Administratrix of THE ESTATE OF TIFFANY	:	<b>DEFENDANT THE</b>
CABRAL,	:	<b>GOODYEAR TIRE &amp;</b>
	:	<b>RUBBER COMPANY'S</b>
Plaintiffs,	:	<b>ANSWER TO THIRD-PARTY</b>
	:	<b>COMPLAINT WITH</b>
v.	:	<b>AFFIRMATIVE DEFFENSES</b>
	:	<b>AND CROSS-CLAIM</b>
US TIRE AND WHEELS OF QUEENS, LLC,	:	
	:	
Defendant.	:	
-----	X	
US TIRE AND WHEELS OF QUEENS, LLC,	:	
	:	
Third-Party Plaintiff,	:	
	:	
v.	:	
	:	
THE GOODYEAR TIRE & RUBBER COMPANY	:	
and GOODYEAR DUNLOP TIRE NORTH	:	
AMERICA, LTD and FORD MOTOR COMPANY	:	
	:	
Third-Party Defendants.	:	
-----	X	

Third-Party Defendant The Goodyear Tire & Rubber Company ("Goodyear"), by its attorneys, DLA Piper LLP (US), answers Defendant/Third-Party Plaintiff's Complaint upon information and belief, as follows:

1. Admitted in part; denied in part. Goodyear denies that multiple tires are alleged to have failed in the alleged incident, as stated in the Defendant/Third-Party Plaintiff's

Complaint; however, Goodyear admits the remaining facts alleged in paragraph 1 of the Third-Party Complaint.

2. Goodyear admits the facts alleged in paragraph 2 of the Third-Party Complaint.
3. Goodyear admits the facts alleged in paragraph 3 of the Third-Party Complaint.

**AS AND FOR A FIRST CAUSE OF ACTION  
AGAINST THE THIRD-PARTY DEFENDANT  
(COMMON LAW INDEMNITY AND CONTRIBUTION)**

4. Goodyear repeats, reiterates and re-alleges herein its answers to each allegation set forth in paragraphs 1-3 of the Third-Party Complaint.

5. Goodyear denies the allegations contained in paragraph 5 of the Third-Party Complaint, and refers all questions of law to the Court.

**AFFIRMATIVE DEFENSES**

**AS AND FOR THE FIRST AFFIRMATIVE DEFENSE,  
GOODYEAR STATES:**

Upon information and belief, Defendant/Third-Party Plaintiff's Complaint should be dismissed because this Court lacks personal jurisdiction over the Goodyear defendants.

**AS AND FOR THE SECOND AFFIRMATIVE DEFENSE,  
GOODYEAR STATES:**

Defendant/Third-Party Plaintiff's Complaint fails to state a cause of action against Goodyear upon which relief may be granted.

**AS AND FOR THE THIRD AFFIRMATIVE DEFENSE,  
GOODYEAR STATES:**

The events may show that Defendant/Third-Party Plaintiff's claims are barred in whole or in part by the doctrine of spoliation.

**AS AND FOR THE FOURTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

Defendant/Third-Party Plaintiff's claims may be barred in whole or in part because it lacks the capacity to sue.

**AS AND FOR THE FIFTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

Defendant/Third-Party Plaintiff has failed to name or join essential and necessary parties.

**AS AND FOR THE SIXTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

No product as designed, manufactured, assembled or sold by Goodyear caused the alleged accident or any alleged injury, damage, or loss to Plaintiffs or any other person or party.

**AS AND FOR THE SEVENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

Assuming, *arguendo*, that the tire allegedly involved in this accident was a Goodyear product, then Goodyear denies that the product was defective or unreasonably dangerous for its ordinary intended use at the time it left Goodyear's possession.

**AS AND FOR THE EIGHTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

Goodyear believes, and therefore avers, that the injuries and damages alleged by Plaintiffs were caused by the acts and/or omissions of persons and/or entities over whom or which Goodyear had no control, as shall be determined during the course of discovery.

**AS AND FOR THE NINTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

Assuming, *arguendo*, that the tire allegedly involved in this accident was a Goodyear product, then that product was not in the same condition at the time it was allegedly used by Plaintiffs as when it passed out of Goodyear's control.

**AS AND FOR THE TENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

If a Goodyear product was involved as alleged, then the conduct of individuals and/or entities other than Goodyear, over whom/which Goodyear had no control, constitute superseding, intervening causes of the incident, injuries, and damages alleged, if any.

**AS AND FOR THE ELEVENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

If a Goodyear product was involved as alleged, then that product, subsequent to the time that it left Goodyear's control, may have undergone substantial alteration, abuse, and/or misuse, and such alteration, abuse, and/or misuse may have caused the accident and/or damages alleged in Plaintiffs' Complaint.

**AS AND FOR THE TWELFTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

Defendant/Third-Party Plaintiff's claims may be barred and/or recovery may be limited by virtue of the failure of others outside of Goodyear's control to properly care for, service, or maintain the tire allegedly at issue.

**AS AND FOR THE THIRTEENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

No product sold or distributed by Goodyear was a substantial contributing factor to any injury or damage alleged to have been sustained by Plaintiffs.

**AS AND FOR THE FOURTEENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

If any product manufactured, assembled, or sold by Goodyear was involved in the alleged accident, that product was reasonably fit and safe for its intended purpose when it left Goodyear's control.

**AS AND FOR THE FIFTEENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

If any product manufactured, assembled, or sold by Goodyear was involved in the alleged accident, then the sole, proximate cause of the alleged accident and any alleged injury, damage, or loss allegedly sustained by Plaintiffs was the modification or substantial change of that product after it left Goodyear's possession or control by a person or party other than the Goodyear or its agents, servants, workers, or employees.

**AS AND FOR THE SIXTEENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

If any product designed, manufactured, assembled, or sold by Goodyear was involved in the alleged accident, then the sole, proximate cause of the alleged accident and any alleged injury, damage, or loss allegedly sustained by Plaintiffs was the abnormal and unforeseeable use, misuse or abuse of the product by a person or party other than Goodyear or its agents, servants, workers, or employees.

**AS AND FOR THE SEVENTEENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

If any product designed, manufactured, assembled, or sold by Goodyear was involved in the alleged accident, then the product as designed and manufactured by Goodyear complied with the state of the art, and any claims against Goodyear are barred.

**AS AND FOR THE EIGHTEENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

Goodyear has breached no common law, statutory, or contractual duty to Plaintiffs or to any other party or potential party to this litigation.

**AS AND FOR THE NINETEENTH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

Some or all of plaintiff's claims against the Goodyear defendants are pre-empted by the Federal Motor Vehicle Safety Act and/or the National Traffic and Motor Vehicle Safety Act and regulations promulgated thereunder. The Secretary of the United States Department of Transportation has promulgated Federal Motor Vehicle Safety Standards (including FMVSS 109 and 119) pursuant to the Federal Motor Vehicle Safety Act and the National Traffic and Motor Vehicle Safety Act. These standards require, *inter alia*, that certain statements be embossed upon the sidewalls of tires in order to place sufficient information to permit their proper selection and use. The regulations also prescribe certain performance standards for tires. If the tire(s) in question is proven to have been a Goodyear product, then that tire(s) complied, in every respect, with those performance standards and marking requirements as the Secretary deemed applicable to the tire(s).

**AS AND FOR THE TWENTIETH AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

If any product designed, manufactured, assembled, or sold by Goodyear was involved in the alleged accident, then at the time the subject tire(s) was distributed and/or delivered to the initial purchaser or user, the tire(s) was designed, manufactured, assembled and sold in compliance with all applicable Federal Regulations and in accordance with the generally recognized prevailing industry standards in existence.

**AS AND FOR THE TWENTY-FIRST AFFIRMATIVE DEFENSE,**  
**GOODYEAR STATES:**

Goodyear asserts that if this action is subject to Article 16 of the CPLR, in accordance with the limitations of joint and several liability in Article 16 of the CPLR, Goodyear cannot be held liable in excess of its proportionate share of liability, if any.

**AS AND FOR THE TWENTY-SECOND AFFIRMATIVE DEFENSE,  
GOODYEAR STATES:**

In the event that Plaintiffs receive a verdict or judgment against Goodyear, such a verdict or judgment must be reduced, and the Goodyear defendants are entitled to the appropriate set-off pursuant to GOL §15-108.

**AS AND FOR THE TWENTY-THIRD AFFIRMATIVE DEFENSE,  
GOODYEAR STATES:**

If any product designed, manufactured, assembled, or sold by Goodyear was involved in the alleged accident, then Goodyear denies that the product allegedly involved in this incident was defective or unreasonably dangerous for its ordinary intended use at the time it left Goodyear's possession.

**AS AND FOR A CROSS-CLAIM BY DEFENDANT GOODYEAR  
AGAINST U.S. TIRES AND WHEELS OF QUEENS LLC**

If Goodyear is held liable to anyone in this action, its liability and damages will have arisen out of the affirmative, active, and primary negligence of U.S. Tires and Wheels of Queens LLC, its agents, servants, or employees, and without any active or primary negligence or active participation on the part of Goodyear, and that if any negligence or liability is found to exist on the part of Goodyear, that liability and negligence would be secondary or passive or the result solely of the operation of law, as opposed to the negligence of U.S. Tires and Wheels of Queens LLC, whose liability and negligence will be active and primary, and if Plaintiffs' allegations are proven true at trial, Goodyear will be entitled to and demands common law indemnification or contribution from U.S. Tires and Wheels of Queens LLC for the amount of any verdict of judgment that may be recovered against it in this action.

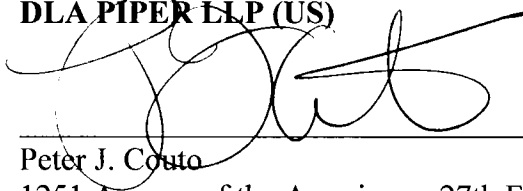


WHEREFORE, Third-Party Defendant The Goodyear Tire & Rubber Company demands judgment in its favor and against Defendant/Third-Party Plaintiff and all other potential parties, together with costs of suit, attorneys' fees, and such other and further relief as this court may deem appropriate.

Dated: September 21, 2016

**DLA PIPER LLP (US)**

By: \_\_\_\_\_

  
Peter J. Couto  
1251 Avenue of the Americas – 27th Floor  
New York, New York 10020  
Phone: (212) 335-4500  
Fax: (212) 335-4501

Kevin W. Rethore  
Robert W. Smith, III (pending *pro hac vice*)  
1650 Market Street, Suite 4900  
Philadelphia, PA 19103  
Phone: (215) 656-3349  
Fax: (215) 656-3301

*Attorneys for Third-Party Defendant  
The Goodyear Tire & Rubber Company*

TO: Omrani & Taub, P.C.  
16 Court Street, 28<sup>th</sup> Floor  
Brooklyn, NY 11241  
*Attorneys for the Plaintiffs*

Marshall Dennehy Warner Coleman & Coggin  
Wall Street Plaza  
88 Pine Street, 21<sup>st</sup> Floor  
New York, NY 10005  
*Attorneys for Defendant/Third-Party Plaintiff,  
U.S. Tire and Wheels of Queens, LLC*

Certain & Zilberg, P.C.

909 Third Avenue – 28th Floor  
New York, NY 10022  
*Attorneys for Third-Party Defendant,  
Jose A. Aybar, Jr.*

Aaronson, Rappaport, Feinstein & Deutsch, LLP  
600 Third Avenue  
New York, NY 10016  
*Attorneys for Third-Party Defendant,  
Ford Motor Company*

Montfort, Healy, McGuire & Salley  
840 Franklin Avenue  
P.O. Box 7677  
Garden City, NY 11530-7677  
*Attorneys for Third-Party Defendant,  
Jose A. Aybar, Jr.*

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----	X	
JOSE AYBAR, ORLANDO GONZALES, JOSE	:	
AYBAR as Administrator of the THE ESTATE OF	:	
CRYSTAL CRUZ-AYBAR, JESENIA AYBAR as	:	
Administratrix of THE ESTATE OF NOELIA	:	
OLIVERAS, JESENIA AYBAR as LEGAL	:	Index No. 9344/2014
GUARDIAN on behalf of KEILA CABRAL, a minor,	:	
ANNA AYBAR and JESENIA AYBAR as	:	<b>ATTORNEY'S</b>
Administratrix of THE ESTATE OF TIFFANY	:	<b>VERIFICATION IN</b>
CABRAL,	:	<b>SUPPORT OF THIRD-</b>
	:	<b>PARTY DEFENDANT THE</b>
Plaintiffs,	:	<b>GOODYEAR TIRE &amp;</b>
	:	<b>RUBBER COMPANY'S</b>
v.	:	<b>ANSWER TO THIRD-PARTY</b>
US TIRE AND WHEELS OF QUEENS, LLC,	:	<b>COMPLAINT WITH</b>
	:	<b>AFFIRMATIVE DEFFENSES</b>
Defendant.	:	<b>AND CROSS-CLAIM</b>
-----	X	
US TIRE AND WHEELS OF QUEENS, LLC,	:	
	:	
Third-Party Plaintiff,	:	
	:	
v.	:	
THE GOODYEAR TIRE & RUBBER COMPANY	:	
and GOODYEAR DUNLOP TIRE NORTH	:	
AMERICA, LTD and FORD MOTOR COMPANY	:	
	:	
Third-Party Defendants.	:	
-----	X	

The undersigned affirms the truth of the following statement under penalties of perjury pursuant to Rule 2106 of the Civil Practice Law and Rules:

1. That he is associated with the law firm of DLA Piper LLP (US), attorneys for Third-Party Defendant The Goodyear Tire & Rubber Company.

2. That he has read the foregoing document and knows the contents thereof, and that the same is true to the best of his knowledge, except as to the matters therein alleged upon information and belief and that, as to those matters, he believes the answers to be true.


3. That the reason why this affirmation is being made by the affiant and not by the Third-Party Defendant is that the Third-Party Defendant does not reside in the county in which the affiant's firm maintains an office.

4. That the source of the affiant's information and the grounds of his belief as to all the matters therein alleged upon information and belief are reports from and communications had with said Third-Party Defendant.

New York, New York  
September 20, 2016

**DLA PIPER LLP (US)**

By:



Peter J. Coulo  
1251 Avenue of the Americas – 27th Floor  
New York, New York 10020  
Phone: (212) 335-4500  
Fax: (212) 335-4501

*Attorneys for Third-Party Defendant  
The Goodyear Tire & Rubber Company*

**AFFIRMATION OF SERVICE BY MAIL**

STATE OF NEW YORK       )  
  ss.:  
COUNTY OF QUEENS       )

I, Peter John Couto, an attorney at law admitted to practice in the State of New York, hereby affirm that on September 21, 2016, I served the attached **THIRD-PARTY DEFENDANT THE GOODYEAR TIRE & RUBBER COMPANY'S ANSWER TO THIRD-PARTY COMPLAINT WITH AFFIRMATIVE DEFFENSES AND CROSS-CLAIM** upon

Omrani & Taub, P.C.  
16 Court Street, 28<sup>th</sup> Floor  
Brooklyn, NY 11241  
*Attorneys for the Plaintiffs*

Marshall Dennehy Warner Coleman & Coggin  
Wall Street Plaza  
88 Pine Street, 21<sup>st</sup> Floor  
New York, NY 10005  
*Attorneys for Defendant/Third-Party Plaintiff,  
U.S. Tire and Wheels of Queens, LLC*

Certain & Zilberg, P.C.  
909 Third Avenue – 28th Floor  
New York, NY 10022  
*Attorneys for Third-Party Defendant,  
Jose A. Aybar, Jr.*

Aaronson, Rappaport, Feinstein & Deutsch, LLP  
600 Third Avenue  
New York, NY 10016  
*Attorneys for Third-Party Defendant,  
Ford Motor Company*

Montfort, Healy, McGuire & Salley  
840 Franklin Avenue  
P.O. Box 7677  
Garden City, NY 11530-7677  
*Attorneys for Third-Party Defendant,  
Jose A. Aybar, Jr.*

at the address designated by said attorney(s) for that purpose, by mailing a true and correct copy of same, enclosed and properly sealed in a postpaid envelope, which I deposited in an official depository under the exclusive care and custody of the United States Postal Services within the State of the New York.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York  
September 21, 2016



Peter John Couto