80. A class action is also superior to other available methods for the fair and efficient adjudication of this controversy because the damages suffered by each individual member are relatively small compared to the expense and burden of prosecuting individual cases.

81. If individual class members were required to bring separate actions, courts throughout California would be confronted by a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.

82. As a proximate result of the breaches of implied warranty, Plaintiff and others similarly situated have sustained, and continues to sustain, damages, both economic and noneconomic.

83. Pursuant to 15 U.S.C. § 2310(d)(2), Plaintiff is entitled to attorney fees and expenses reasonably incurred in connection with this action.

SIXTH CAUSE OF ACTION

Violation of the Unfair Competition Law (Business and Professions Code section 17200 et seq.)

On Behalf of Plaintiff Stuart Grant and Others Similarly Situated

84. Plaintiff incorporates by reference all preceding paragraphs.

85. The business acts and practices of Defendant as herein above described constitute fraudulent, unfair and unlawful business practices in violation of Business and Professions Code § 17200 et seq. without limitation:

1. Defendant's practice of failing to disclose to consumers known safety defects and nonconformities in the vehicles it manufactures to induce consumers to purchase its vehicles.

2. Defendants' practice of knowingly making false representations and concealing material facts about the vehicles it manufactures to induce consumers to purchase its vehicles.

3. Defendant's practice breached its warranties by selling vehicles that did not conform to the promises in the express warranties given to Plaintiff and others similarly situated