their intended use;

c. Whether Toyota breached their implied warranties of merchantability and fitness for a particular purpose;

d. Whether Toyota's actions have caused damages to Plaintiffs and members of the Class;

e. Whether or not Plaintiffs and members of the Class are entitled to injunctive relief preventing Toyota from proposing or implementing any untested and unapproved by NHTSA, fixes or possible solutions to the accelerator pedal defects in the Subject Vehicles;

f. Whether Toyota should be required to furnish replacement and or rental vehicles to Plaintiffs and members of the Class during the period for which they are denied the use of their defective vehicles due to the inherent dangers therein; and

G. Whether or not Toyota should be subject to punitive damages.

30. **TYPICALITY:** Plaintiffs' claims are typical of the claims of the Class Members. Plaintiffs and all Class Members have been injured by the same defective mechanism, that being the accelerator mechanism of Plaintiffs and Class Members' vehicles becoming stuck in a depressed position and failing to return or returning extremely slowly to the idle position causing extreme, uncontrollable and inherently dangerous acceleration of the vehicle. Plaintiffs' claims arise from the same practices and course of conduct that gives rise to the claims of the Class Members and are based on the same legal theories.

31. **ADEQUACY:** Plaintiffs will fully and adequately assert and protect the interests of