vehicles equipped with ETCS-i and/or ETC while the Toyota Defendants designed, manufactured, distributed, and sold vehicles equipped with ETCS-I and/or ETC, the Toyota Defendants knew that such vehicles would be used by the buyer, such as Plaintiffs and the Class members, for transportation and that the buyers were relying on the Toyota Defendants' skill and judgment to select or furnish suitable goods.

46. Therefore, Defendants impliedly warranted their product to be fit for the particular purpose of being used as a motor vehicle.

47. Defendants impliedly warranted to purchasers of the product that the product was safe for their particular use and purpose.

48. Defendants breached their implied warranty and the product was not safe for its intended particular use and was not merchantable.

49. As a legal result of said breach of the implied warranties, Plaintiffs and the members of the Texas Class have been damaged in an amount to be proven at trial.

PROPOSED CAUSE OF ACTION

50. Plaintiffs, individually and as potential representative of the class, propose to add violations of the Texas Deceptive Trade Practices Act. The particular sections proposed to be added are violations of Texas Bus. & Comm. Code §17.46 (b)(5), 17.46(b)(6), 17.46 (b)(24) and statutory breaches of warranty under Tex. Bus. & Comm. Code §17.50(a)(2), and unconscionable cause of action under $17.50(a)(3). Commensurate with the filing of this Complaint, Plaintiffs will be sending Defendants a 60 day notice letter as required under the act and will request leave to add their cause of action for Plaintiffs, individually and as representatives of the Texas Class.

TOY-TQ002-06-3D-00001246