the Class. Plaintiffs have retained counsel who is experienced in class actions and complex mass tort litigation. Neither Plaintiffs nor their counsel have interests contrary to or conflicting with the interests of the Class.

32. **SUPERIORITY:** A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit because individual litigation of the claims by each of the Class members is economically unfeasible and impractical. While the aggregate amount of the damages suffered by the class is in the millions of dollars, the individual damages suffered by each of the Class members as a result of the wrongful conduct by Toyota, in many cases, are too small to warrant the expense of individual lawsuits. Even if the individual damages were sufficient to warrant individual lawsuits, the court system would be unreasonably burdened by the number of cases that would be filed.

33. Plaintiffs do not anticipate any difficulties in the management of this litigation.

COUNT I
BREACH OF IMPLIED WARRANTY

34. Plaintiffs incorporate each of the preceding paragraphs as if fully set forth herein at length.

35. At all times herein, Toyota designed, manufactured, assembled, marketed, compounded, portrayed, distributed, recommended, advertised, promoted and sold the Subject Vehicles.

36. At the times Toyota marketed, sold, and distributed automobiles for use by Plaintiffs and Class Members, Toyota knew of the use for which the Subject Vehicles were intended and impliedly warranted the product to be of a certain quality.

37. Toyota embarked on and carried out a common scheme of marketing and selling