49. The Recalled Vehicles were defective, unmerchantable, and unfit for ordinary use when sold, and unfit for the particular use for which they were sold.

50. The Recalled Vehicles contain a vice or defect which renders them either absolutely useless or renders their use inconvenient and imperfect such that Plaintiff and Class Members would not have purchased the Recalled Vehicles had they known of the vice or defect.

51. The damages in question arose from the reasonably anticipated use of the product in question.

52. Toyota breached the implied warranties of merchantability and fitness for a particular purpose when its recalled automobiles were sold to Plaintiff and Class Members, in that the accelerator pedals are defective and have otherwise failed to function as represented and intended.

53. As a direct and proximate cause of Toyota's breach of the implied warranties of merchantability and fitness for a particular purpose, Plaintiff and Class Members have sustained and will continue to sustain the loss of use of their vehicles, severe emotional distress, economic losses and consequential damages, and is therefore entitled to compensatory damages and equitable and declaratory relief according to proof.

COUNT III

UNJUST ENRICHMENT

54. Plaintiff adopts and incorporates by reference all allegations contained in paragraphs 1 through 37 as if fully set forth separately herein.

55. Defendants have received benefits from Plaintiff and the members of the class when each purchased a Recalled Vehicle.