by failing to adequately investigate acceleration complaints and failing to individually notify Class members of the Worn Accelerator recall and underlying dangerous condition.

70. But for Defendants' breach of duties, Plaintiff and Class members would not be faced with driving unsafe automobiles and suffering the related consequences alleged herein.

71. Plaintiff and Class members suffered and will continue to suffer damages including but not limited to those set forth in paragraph 8.

SECOND CLAIM FOR RELIEF
BREACH OF IMPLIED CONTRACT

72. Plaintiff re-alleges all preceding allegations as if fully set forth herein.

73. The essential elements of an implied contract under California law are an offer, acceptance, and consideration. The existence and terms of the contract are implied by the conduct of the parties.

74. An offer, acceptance, and consideration for the sale of vehicles existed, evidenced by the fact that Plaintiff and Class members paid money to Defendants in exchange for vehicles. The act of exchanging money for vehicles was an offer and acceptance. The money and vehicles constituted consideration.

75. An implied term of the sale was that Defendants would provide vehicles that did not contain an unreasonably dangerous condition. There was a meeting of the minds regarding the absence of unreasonably dangerous conditions.

76. Defendants' intent to provide safe vehicles was evidenced by, among other things, its advertising and marketing materials emphasizing the safety qualities of its vehicles. For example, a statement on Toyota's website dated November 18, 2009 states: "Toyota is confident its vehicles are among the safest on the road today and is committed to the highest levels of vehicle safety and quality."

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