In light of this statement and others like it, Plaintiff and Class members had a reasonable expectation that the vehicles they purchased would not contain an unreasonably dangerous condition.

77. The absence of unreasonably dangerous conditions was a material term to the contracts. Plaintiff and Class members would not have purchased the vehicles, or would not have paid the purchase price they paid, if they knew of the unintended acceleration issue.

78. Defendants breached the implied terms of their contracts by providing vehicles that contained unreasonably dangerous conditions.

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

THIRD CLAIM FOR RELIEF
VIOLATION OF THE
CALIFORNIA UNFAIR COMPETITION LAW

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

81. California Business and Professions Code § 17200 *et seq.*, also known as the Unfair Competition Law ("UCL"), prohibits unfair competition including "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. § 17200.

82. Defendants violated and continue to violate the UCL through one or more of the following unfair practices:

a. Manufacturing and selling vehicles containing a dangerous condition;

b. Failing to adequately investigate claims of unintended acceleration;

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