38. The aforesaid representations of Defendants were material, because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle. Toyota knew the representations were false, because it knew that more than 1,000 people had died in its vehicles between 2002 and 2009. Plaintiffs and Class members relied on the statements and others like them in purchasing their vehicles.

Toyota intentionally made the false statements in order to sell vehicles.

39. As a result of Toyota's conduct, Plaintiffs and Class members have been defrauded into leasing or purchasing vehicles that had undisclosed defects. Plaintiffs and Class members have been damaged in an amount to be proven at trial.

40. Defendants' conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in conscious disregard for the rights of Plaintiffs and other Class members. Plaintiffs and other Class members are therefore entitled to an award of punitive damages.

COUNT III

Violation of Consumer Sales Practices Act, R.C. 1345.01-1345.02

41. Plaintiffs incorporate by reference and restate each and every allegation above as if fully rewritten herein.

42. The Consumer Sales Practices Act, Revised Code 1345.02, prohibits unfair or deceptive consumer sales practices, including false advertising. Specifically, the Act prohibits "representing that goods . . . have characteristics . . . uses, [or] benefits which they do not have . . ." "representing that goods or services are of a particular standard, quality or grade . . . if they are of another" and "advertising goods or services with intent not to sell them as advertised."

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