dealership salespeople. These affirmations of fact, including via commercial advertisements, are express warranties under the Uniform Commercial Code Section R.C. Section 1302.26.

59. Defendants breached these warranties because the vehicles sold to Plaintiffs and other Class members have been demonstrated to be unsafe, and, indeed, Toyota has now admitted the vehicles are unsafe by first recalling them and then ceasing their sale altogether. Toyota and Beechmont further breached the warranties by failing to provide safe automobiles after the problems were acknowledged and, instead, forcing customers to drive what were publicly identified as unsafe vehicles.

60. Plaintiffs and other Class members have been harmed as a result of the breaches of warranty. First, Plaintiffs and other Class members have received vehicles that were worth far less than what they paid to lease for purchase the vehicles. Second, the Class has been subjected to the very real fear of a horrendous accident if their vehicle were to reach uncontrollable speeds -- and this is because Defendants have failed and refused to provide substitute vehicles while the defective ones are repaired.

61. Plaintiffs specifically exclude in this Complaint any claim for violation of R.C. § 1345.72, and this cause of action is not based on that section.

62. Plaintiffs pray that all damages caused by these breaches be awarded

COUNT VII
Unjust Enrichment

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

64. As a result of the foregoing wrongful, unjust and inequitable conduct, Defendants have obtained funds and property to which they are not entitled, and have been unjustly enriched

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