safety during normal operation, and without itself unduly endangering them or members of the public.

70. Defendants breached their implied warranty of merchantability by selling vehicles that have the propensity to suddenly and unintentionally accelerate, and which do not contain safety systems which would prevent such acceleration or allow a driver to safely slow and stop the vehicle when such acceleration occurred.

71. Plaintiffs and Class members have been damaged in an amount to be proved at trial.

COUNT IX

Breach of Implied Warranty of Fitness for a Particular Purpose

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

73. Defendants are, and at all relevant times have been, in the business of designing, manufacturing, distributing and selling motor vehicles to consumers.

74. Defendants knew, when it leased and sold its vehicles to Plaintiffs and other Class members that such vehicles would be used by Plaintiffs and Class members for safely transporting occupants.

75. Defendants also knew that consumers who purchased its vehicles relied on Toyota's skill and expertise, judgment and knowledge in furnishing vehicles, including components thereof, that were able to transport occupants without unreasonable risk of harm to themselves or members of the public. Therefore, Toyota impliedly warranted under