47. Defendants breached the implied warranties of merchantability. The warranty of merchantability is implied into every commercial transaction. The warranty of merchantability requires that products be of reasonable workmanlike quality and free from defects. Defendants' impliedly warranted to the Plaintiff and the Class that their vehicles were of merchantable quality. The Defendants breached the warranty of merchantability by designing, manufacturing, distributing, selling and refusing to adequately repair or replace their vehicles after it became apparent they were defective.

48. At all times Plaintiff and the Class relied on the representations made by Defendants that their vehicles are reliable and of a quality that rendered them suitable for their intended use. Plaintiff and Class Members also relied on the fact that Defendants would produce a vehicle of merchantable quality as required by the implied warranty of merchantability.

49. Defendants have breached its implied warranties to Plaintiffs and the Class in that the defective design of their vehicles renders them unusable for their intended purpose and Defendants refuse to properly repair or replace these vehicles.

50. As a direct and proximate cause of the Defendants' breach of the implied warranty of merchantability, the Plaintiff and Class Members have suffered and will continue to suffer losses.

COUNT II: UNIFORM MISREPRESENTATION/FRAUD

51. Plaintiff repeats each and every allegation contained in the prior paragraphs of this Complaint.

52. The Defendants uniformly misrepresented the true cause of the unintended acceleration of their vehicles. The Defendants owed a duty of care to the Plaintiff and Class