61. The Defendants herein breached the aforesaid express warranties, as the Subject Vehicles were negligently manufactured and/or designed.

62. As a direct and proximate result of the breach of said warranties and representations, Plaintiff and the Plaintiff Class Members suffered damages.

63. Plaintiff and the Plaintiff Class Members did rely on the express warranties of the Defendants herein.

64. Defendants knew or should have known that the aforesaid representations and warranties were false, misleading and untrue in that the Subject Vehicles were not safe or fit for their reasonably intended use and, in fact, are associated with numerous defects including, but not limited to, defects in the Subject Vehicles' gas pedal.

65. As a direct and proximate cause of Toyota's breach of the aforesaid express warranties, Plaintiff and the Plaintiff Class Members have sustained and will continue to sustain the loss of use of their vehicles, severe emotional distress, economic losses and consequential damages, and are, therefore, entitled to compensatory relief according to proof, and entitled to a declaratory judgment that Toyota is liable to Plaintiffs and Class Members for breach of its duty to design, manufacture, assemble, market, and sell a safe product, fit for its reasonably intended use. Plaintiff and the Plaintiff Class Members are therefore entitled to equitable relief as described below.

WHEREFORE, Plaintiff demands judgment against Defendants on her own behalf and on behalf of a Class of persons defined herein for compensatory, equitable, treble, and actual and punitive damages, injunctive relief, costs of suit, and attorneys' fees, and all such other relief as the Court deems proper.