70. Defendants' vehicles were accompanied by an implied warranty of merchantability when sold, pursuant to California Civil Code § 1792.

71. California Civil Code § 1791.l(a) states:

> "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods meet each of the following:
>
> 1. Pass without objection in the trade under the contract description.
>
> 2. Are fit for the ordinary purposes for which such goods are used.
>
> 3. Are adequately contained, packaged, and labeled.
>
> 4. Conform to the promises or affirmations of fact made on the container or label.

72. The vehicles encompassed by Toyota's recalls would not pass without objection in the automotive trade. The vehicles are unreasonably dangerous and in need of repair.

73. The vehicles are not fit for the ordinary purpose for which they were sold. The vehicles were purchased to, among other things, safely transport drivers and passengers. The vehicles cannot be used for safe transportation in their current condition.

74. The vehicles were not adequately labeled because the labeling failed to disclose the dangerous conditions.

75. Defendants breached the implied warranty of merchantability by manufacturing and selling vehicles containing an unreasonably dangerous condition.

76. As a result of Defendants' unlawful conduct, Plaintiffs and the Class have suffered and will continue to suffer damages.

77. Plaintiff seeks injunctive relief pursuant to California Civil Code § 1794.

78. Plaintiff also seeks an award of attorneys' fees and costs under California Civil Code § 1794.

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