COUNT IV

Breach of Implied Warranty of Fitness for a Particular Purpose

79. Plaintiffs, on behalf of themselves and on behalf of all others similarly situated, reallege and incorporate herein by reference each of the foregoing paragraphs.

80. California Civil Code § 1792.1 states:

> Every sale of consumer goods that are sold at retail in this state by a manufacturer who has reason to know at the time of the retail sale that the goods are required for a particular purpose and that the buyer is relying on the manufacturer's skill or judgment to select or furnish suitable goods shall be accompanied by such manufacturer's implied warranty of fitness.

81. California Civil Code § 1791.1(b) states:

> "Implied warranty of fitness" means (1) that when the retailer, distributor, or manufacturer has reason to know any particular purpose for which the consumer goods are required, and further, that the buyer is relying on the skill and judgment of the seller to select and furnish suitable goods, then there is an implied warranty that the goods shall be fit for such purpose.

82. Defendants knew at the time they sold vehicles to Class members that such vehicles would be used for the specific purpose of, among other things, providing safe transportation.

83. Defendants knew that Class members were relying on Defendants' skill and judgment in furnishing and/or recommending vehicles that were purportedly suitable for providing safe transportation.

84. Defendants breached the implied warranty of fitness because the vehicles contained an unreasonably dangerous condition and were not suitable for providing safe transportation.

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

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