(BREACH OF U.C.C. §§ 2-315)

118. Plaintiff repeats and realleges all of the preceding paragraphs of this Complaint with the same force and effect as if here set forth at length.

119. Defendants made implied warranties to Plaintiff and the other members of the class that the new motor vehicles hereunder were "fit for a particular purpose" within the meaning of U.C.C. §§2 – 315.

120. Defendants breached said warranty of fitness for a particular purpose because the motor vehicles had problems with the accelerator pedal and were not safe and reliable.

121. As a direct and proximate result of Toyota's breach as aforesaid, Plaintiff and the other class members have been damaged in an amount that will be proven upon the trial of this action.

VII. PRAYER FOR RELIEF

Wherefore, Plaintiff and the other class members respectfully demand judgment on all causes of action as follows:

(A) An order certifying this action as a class action pursuant to CPLR Art. 9 and appointing Plaintiff and her undersigned counsel to represent the class;

(B) For recission and judgment in the amount of the sale price plus ancillary costs and fees, including, but not limited to: insurance, inspections, interest, registrations, warranties and sales taxes of the motor vehicles sold by Defendants to Plaintiff, as well as the costs of alternate transportation until Plaintiff and the other members of the Class can purchase a replacement motor vehicles and, in the alternative, all of the costs of the motor vehicle including depreciation, financing, insurance, etc. during the period from which they were afraid and/or reluctant to drive

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