Members. The Defendants breached their duty by making the uniform, written, material misrepresentations that the unintended acceleration of their vehicles was caused by floor mats or faulty pedal designs.

53. Class Members foreseeably and permissibly relied upon the Defendants' uniform written misrepresentations. The Defendants' misrepresentations pertained to material terms of the purchase and/or maintenance of the Defendants' vehicles. Had Plaintiffs or Class Members known that the Defendants' vehicles were defectively designed, Class Members would have chosen another vehicle. Plaintiffs and Class Members could have reduced the likelihood of incurring charges or other problems by purchasing another model of vehicle.

54. The Plaintiff and Class Members reasonably relied upon the Defendants' uniform misrepresentations to their detriment. Class Members reasonably believed that they were purchasing vehicles that were free from defects. Class Members presumably relied upon the Defendants' misrepresentations of material facts concerning the qualities and characteristics of their vehicles and the purported cause of the unintended acceleration – floor mats and pedals.

55. Because of the Defendants' uniform misrepresentations, the Class Members have suffered losses and are entitled to a remedy.

COUNT III: NEGLIGENCE

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

57. Defendants had a duty to the Plaintiff and Class Members to provide a safely designed and manufactured product. Defendants also had a duty to warn the NHTSA, Plaintiff