lawsuits. Even if the individual damages were sufficient to warrant individual lawsuits, the court system would be unreasonably burdened by the number of cases that would be filed.

50. Plaintiffs do not anticipate any difficulties in the management of this litigation.

FIRST CAUSE OF ACTION
Breach of Implied Warranty

51. Plaintiffs hereby incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows.

52. At all times herein, Toyota designed, manufactured, assembled, marketed, compounded, portrayed, distributed, recommended, advertised and promoted and sold the Subject Vehicles.

53. At the times Toyota marketed, sold, and distributed automobiles for use by Plaintiffs and the Class Members, Toyota knew of the use for which the Subject Vehicles were intended and impliedly warranted the product to be of a certain quality.

54. Toyota embarked on and carried out a common scheme of marketing and selling automobiles by falsely and deceptively representing that the vehicles were safe and without defects, specifically, that the Subject Vehicles would accelerate and decelerate as expected.

55. The Subject Vehicles contain a vice or defect which renders them either absolutely useless or renders their use inconvenient and imperfect such that Plaintiffs and the Class Members would not have purchased the Subject Vehicles or would have paid substantially less for them had they known of the vice or defect.

56. The Subject Vehicles cannot be resold for anywhere near the amount of money for which they could have been resold had they not contained the vice or defect. In fact, resale of the cars may prove to be impossible.

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