expected to, and did, reach users, handlers, and persons coming into contact with said product without substantial change in the condition in which they were sold.

74. The Defendants herein breached the aforesaid implied warranties, as the Subject Vehicles were not fit for their intended purposes and uses.

75. As a direct and proximate cause of Toyota's breach of the aforesaid implied warranties, Plaintiff and the Plaintiff Class Members have sustained and will continue to sustain the loss of use of their vehicles, severe emotional distress, economic losses and consequential damages, and are, therefore, entitled to compensatory relief according to proof, and entitled to a declaratory judgment that Toyota is liable to Plaintiffs and Class Members for breach of its duty to design, manufacture, assemble, market, and sell a safe product, fit for its reasonably intended use. Plaintiff and the Plaintiff Class Members are therefore entitled to equitable relief as described below.

76. WHEREFORE, Plaintiff demands judgment against Defendants on her own behalf and on behalf of a Class of persons defined herein for compensatory, equitable, treble, and actual and punitive damages, injunctive relief, costs of suit, and attorneys' fees, and all such other relief as the Court deems proper.

COUNT V
VIOLATIONS OF NEW JERSEY CONSUMER FRAUD ACT (N.J.S.A. 56:8-1 *et seq.*)

77. Plaintiff incorporates by reference paragraphs 1 through 76 above, as though fully set forth herein.

78. The Subject Vehicles are considered "merchandise" as that term is defined by N.J.S.A. 56:8-1(c).

79. The Defendants are designers, manufacturers, promoters, marketers, developers, sellers and/or distributors of the Subject Vehicles.