litigation exceeds $5,000,000 either from the viewpoint of the plaintiff or the viewpoint of the defendant, and regardless of the type of relief sought (e.g., damages, injunctive relief, or declaratory relief)." 109th Congress, 1st Session, Senate Rep. 109-14, at p. 43 (February 28, 2005).

30. Plaintiffs' Complaint contains the following causes of action: (I) Violation of the Ohio Consumer Sales Practices Act; (II) Violation of the Ohio Deceptive Trade Practices Act; (III) Breach of Contract; (IV) Fraudulent Concealment; (V) Fraud; (VI) Breach of Express Warranties; (VII) Breach of Implied Warranty of Merchantability; (VIII) Breach of Implied Warranty of Fitness for a Particular Purpose; (IX) Negligence; (X) Strict Product Liability; and (XII) (sic) Punitive Damages. (Complaint, *passim*).

31. Although Plaintiffs' Complaint does not specifically set forth the amount in controversy, Plaintiffs assert that as a result of their reliance on Toyota's alleged fraudulent concealment of defects in the automobiles at issue, "Plaintiffs and Class members have been injured in an amount including, but not limited to the loss of value of the use of the vehicles they bought, the fear and other emotional trauma as a result of being forced to drive vehicles that Toyota has admitted are unsafe due to Toyota's refusal to provide replacement vehicles, and injuries and deaths resulting from accidents caused by sudden acceleration." (Complaint ¶ 51).

32. Plaintiffs also assert that they have been "defrauded into leasing or purchasing vehicles that had undisclosed defects." (Complaint ¶ 58).

33. They also claim that they have been subjected to the "very real fear of a horrendous accident if their vehicle were to reach uncontrollable speeds. . . ." (Complaint ¶ 63).

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