78. Members of Plaintiff Subclass Two and their Subclass Representatives could not have discovered the defect in the relative to the ETCS-i and absence of BOS through any reasonable inspection of the vehicles before purchase.

79. Members of Plaintiff Subclass Two and their Subclass Representatives were without access to the information concealed by Defendants regarding the inherent defects in the subject vehicles, and Plaintiff Subclass Two and their Subclass Representatives, therefore, reasonably relied on Defendants' warranties, promises, and representations regarding the quality, reliability, safety, and other material characteristics of Defendants' vehicles before and at the time of sale, together with reasonable reliance on and Defendants' ability to repair, replace, or adjust items on the subject vehicles that are defective in material, workmanship, or factory preparation.

80. Members of Plaintiff Subclass Two and their Subclass Representatives also reasonably relied on Defendants to disclose, and not conceal or fail to warn of, material information about the subject vehicles and defects.

81. Defendants concealment of the defects described herein from Plaintiff Subclass Two and their Subclass Representatives constitutes unfair competition and unfair, unconscionable, deceptive, and fraudulent trade practices and acts in violation of the state consumer protection statutes listed below. Alternatively, Defendants' failure to warn Plaintiff Subclass Two and their Subclass Representatives about the subject defects constitutes unfair competition and unfair, unconscionable, deceptive, and fraudulent trade practices and acts in violation of the state consumer protection statutes listed below.

82. Defendants also violated the state consumer protection statutes listed below by selling the subject vehicles when Defendants knew or should have known that the inherent

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