THIRD CAUSE OF ACTION

(Breach of Written Warranty under Magnuson-Moss Warranty Act against all Defendants)

39. Plaintiff realleges each and every paragraph (1-38) and incorporates them by this reference as though fully set forth herein.

40. Plaintiff is a "Consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

41. The Seller is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC 2301(4), (5).

42. The Manufacturer is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC 2301(4), (5).

43. The Vehicle is a "Consumer Product" as defined in the Warranty Act, 15 USC 2301(1).

44. The Vehicle was manufactured, sold, and leased /purchased after July 4, 1975.

45. The express warranty given by the Manufacturers pertaining to the Vehicle is a "Written Warranty" as defined in the Warranty Act, 15 USC 2301(6).

46. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on Vehicles under Manufacturer warranties.

47. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1), (2).