FIFTH CAUSE OF ACTION

(Rescission against all Defendants)

52. Plaintiff realleges each and every paragraph (1-51) and incorporates them by this reference as though fully set forth herein.

53. Express and implied limited warranties accompanied the delivery of the Vehicle to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

54. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the Vehicle created a contractual relationship between the Manufacturer/Seller and Plaintiff.

55. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

56. The acts and/or omissions of the Manufacturer and Seller have resulted in a failure of consideration justifying the rescission of the contract.

57. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, are not restored.

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