45. Defendants breached those express warranties because they either refused to or are unable to successfully repair or otherwise remedy the common defect in the vehicles, described above.

46. Defendants also breached those express warranties because Plaintiffs have been deprived of the value of the bargain with respect to the subject vehicles.

47. The warranty remedy of repair or replacement has failed of its essential purpose because, although Defendants have been given a reasonable chance to repair or otherwise remedy the common defect described above, all subject vehicles are still dangerously defective and fail to function properly in that the ETCS-i installed on the vehicles cannot be safely and reliably overridden in an emergency, unintended, and/or sudden acceleration incident or situation. As a result, the health, safety, and lives of drivers and passengers of Defendants' vehicles, together with bystanders, remain in peril.

48. Defendants efforts to repair or otherwise remedy the common defect in the vehicles have failed because the defect is permanent and/or prohibitively difficult or expensive for Defendants to remedy.

49. As alleged above, Defendants knew or should have known and intentionally concealed the defective nature of the vehicles equipped with ETCS-i, but without BOS. Defendants failed to warn Plaintiffs about the common defect in the subject vehicles.

50. Defendants were on notice of the common defect in the subject vehicles, which Defendants are unable and/or have refused to repair, replace, and/or adjust.

51. When Defendants made the express warranty described above, Defendants knew the purpose for which the subject vehicles were to be used, and warranted them to be in all respects safe and proper for that purpose.