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80. As set forth herein, any effort by Toyota and CTS to disclaim or otherwise limit its responsibility for the Recalled Vehicles was unconscionable under all of the circumstances. Toyota and CTS knew that the Recalled Vehicles were unfit for normal use.. Toyota and CTS' attempt to disclaim any warranty on the Recalled Vehicles is therefore unjust and cannot stand.

81. Through the conduct described herein, Toyota and CTS has breached their implied warranty of merchantability and are liable to Plaintiff and the Nationwide Class.

82. Plaintiff and the other members of the Nationwide Class have sustained damages as a result of Toyota and CTS' breaches.

83. Plaintiff has provided timely notice to Toyota regarding the problems she was experiencing with her 2010 Toyota Camry and, notwithstanding such notice, Toyota has failed and refused to offer Plaintiff a remedy.

COUNT IV

Asserted on Behalf of the Nationwide Class Against Toyota and CTS
(Breach of Contract)

84. Plaintiff repeats and realleges the allegations of the preceding paragraphs as if fully set forth herein.

85. Plaintiff and Nationwide Class members entered into agreements to purchase or lease the Recalled Vehicles, and were in contractual privity with Toyota and CTS as a result of the express warranty described herein, as well as the specifications included with the purchase or lease of the Recalled Vehicles. Such privity likewise existed because the dealers from which Plaintiff and the Nationwide Class purchased or leased the Recalled Vehicles acted as Toyota's agents through franchise agreements, distribution agreements, and any other agreement governing the relationship between Toyota and any such dealer.