122. As direct and proximate causes of the breach, Plaintiffs and Class members have been damaged including, but not limited to, the financial loss of owning or leasing vehicles that are unsafe as well as being subject to the potential risk of injury.

COUNT XII

Strict Product Liability

123. Plaintiffs incorporate by reference and restate each and every allegation above as if fully rewritten herein.

124. Toyota is a manufacturer and supplier of automobiles.

125. The automobiles that were leased or purchased by Plaintiffs and that were supplied by Toyota failed to comply with Toyota's representations, as alleged above, that the vehicles were safe, reliable and that they would accelerate and decelerate as users would reasonably expect.

126. The automobiles supplied by Toyota were defective because, as alleged above, they are subject to rapid acceleration without notice and without the ability to slow or stop the vehicle.

127. The vehicles were defective in design and manufacture because when they left the hands of Toyota they were more dangerous than an ordinary consumer would expect.

128. The vehicles supplied by Toyota were defective due to inadequate warning or instruction and because Toyota knew that the product was defective and created a risk of harm to consumers and failed to warn of said risk.

129. The vehicles supplied by Toyota were defective due to inadequate post-marketing warning or instruction because after Toyota knew of the risk of rapid acceleration.