96. The leases and purchase agreements provided that Class members would make payments and in return would receive a new vehicle that would operate properly.

97. Defendants breached their agreements with Plaintiffs and other Class members, because the vehicles sold or leased to the Class members were defective and not of a quality that reasonably would be expected of a new automobile.

98. Plaintiffs and other Class members have fully performed their duties under the purchase and lease agreements.

99. Defendants are liable for all damages suffered by Class members caused by such breaches of contract.

COUNT VII

Breach of Express Warranties

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

101. Defendants made express warranties that new vehicles they sold would be fully operational, safe and highly reliable. The warranties were made in advertisements and statements by dealership salespeople. These affirmations of fact, including via commercial advertisements, are express warranties under the Uniform Commercial Code Section K.R.S. Section 355.2-313.

102. Defendants breached these warranties because the vehicles sold to Plaintiffs and other Class members have been demonstrated to be unsafe, and, indeed, Toyota has now admitted the vehicles are unsafe by first recalling them and then ceasing their sale altogether. Toyota and Beechmont further breached the warranties by failing to provide safe automobiles after the problems were acknowledged and, instead are forcing customers to drive what were publicly identified as unsafe vehicles.