COUNT V

False Advertising and Negligence Per Se

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

90. Defendants violated K.R.S. Section 517.030, false or misleading advertising in connection with the promotion of goods.

91. Toyota violated this statute because it advertised that its vehicles were safe and reliable contrary to the advertisements and similar representations by Toyota dealers, Toyota knew since 2002 that the recalled vehicles were highly dangerous, unsafe and unreliable due to the likelihood of the vehicles to rapidly accelerate.

92. Toyota's violation of K.R.S. Section 517.030 is a misdemeanor. K.R.S. Section 517.030(2). Toyota is therefore negligent per se.

93. As a result of Toyota's wrongful conduct, Plaintiffs and class members have been damaged in an amount to be proved at trial.

COUNT VI

Breach of Lease/ Contract

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

95. Plaintiffs and other members of the class entered into a lease agreement with Defendant Trust which inured to the benefit of all Defendants. Other members of the Class entered into agreements to purchase Toyota vehicles which also directly or indirectly benefited Defendants.