107. Toyota's customers relied on Toyota's reputation coupled with the fact that Toyota did not disclose the acceleration problems, in purchasing or leasing Toyota's vehicles. The facts concealed were material, because if they had been disclosed Class members would not have bought or leased the vehicles. The concealment was all the more effective because it came from one that had represented itself to be honorable and trustworthy.

108. As a result of their reliance, Plaintiffs and other Class members have been injured in an amount to be proved at trial, including, but not limited to the loss of value of the use of the vehicles they leased or bought, the fear and other emotional trauma as a result of being forced to drive vehicles that Toyota has admitted are unsafe due to Toyota's refusal to provide replacement vehicles, and injuries and deaths resulting from accidents caused by sudden acceleration.

109. Defendants' conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiffs and other Class members. Plaintiffs and other Class members are therefore entitled to an award of punitive damages.

COUNT III

Fraud

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

111. Defendants represented to Plaintiffs and Class members in advertising and other forms of communication, including standard and uniform material provided with each car, that the vehicles they were selling were new, had no significant defects and would perform and operate properly when driven in normal usage. In fact, Toyota affirmatively represents that its vehicles are "reliable."

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