Defendants' conduct, Plaintiff would have purchased alternate brands of automotive vehicles available at significantly reduced cost, or would have had the full use of the vehicles without fear or concern for safety.

37. Plaintiff and the proposed class members are entitled to actual damages, estimated at $1,000,000,000,000, or more, attorneys fees and costs pursuant to *See e.g., C.G.S. §§42a-714 and 42a-715.*

COUNT II - - BREACH OF EXPRESS WARRANTY

38. Plaintiff re-alleges paragraphs 1 through 37 and further alleges:

39. Defendants expressly warranted that Toyota automotive vehicles were merchantable.

40. Defendants expressly warranted that Toyota automotive vehicles were fit for use for particular purposes.

41. Defendants' automobiles were unfit for the particular purposes for which they were manufactured, marketed and/or sold.

42. As a direct and proximate result of Defendants' breach of the implied warranty of fitness for a particular purpose, Plaintiff class has been damaged, estimated at $1,000,000,000, or more, as a result of the diminished value of the Defendants' products, and non use of the vehicles pending successful repair. Plaintiff is entitled to damages, including the diminished value of his vehicles, and non use of her vehicle, as a result of the defective accelerator pedals and brakes that are affected by the instant safety recall, in addition to any costs associated with purchasing safer vehicles, incidental and consequential damages, and all other damages allowable under law. *See*, *e.g.*, C.G.S.§42a-2-313.

COUNT III - - BREACH OF IMPLIED WARRANTY

43. Plaintiff re-alleges paragraphs 1 through 42 and further alleges:

44. Defendants impliedly warranted that Toyota automotive vehicles were merchantable and fit for use for particular purposes.

45. Defendants expressly warranted that Toyota automotive vehicles were fit for use for particular purposes.

46. Defendants' automobiles were unfit for the particular purposes for which they were

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