SIXTH CAUSE OF ACTION

(Revocation of Acceptance against all Defendants)

59. Plaintiff realleges each and every paragraph (1-58) and incorporates them by this reference as though fully set forth herein.

60. Plaintiff accepted the Vehicle without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

61. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

62. After numerous attempts by Defendants to cure, and as evidenced by Defendants' suspension of sale, it has become apparent the nonconformities could not be timely and/or reasonably cured.

63. The nonconformities substantially impaired the value of the Vehicle to the Plaintiff.

64. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to California Commercial Code §2608 and demanded the refund of Plaintiff's purchase price for the Vehicle and out-of-pocket expenses.

65. Manufacturer and Seller have nevertheless refused to accept return of the Vehicle and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.