FIRST CAUSE OF ACTION

(Breach of Implied Warranty of Merchantability under Song-Beverly Warranty Act against all Defendants)

20. Plaintiff realleges each and every paragraph (1-19) and incorporates them by this reference as though fully set forth herein.

21. The distribution and sale of the Vehicle was accompanied by the Manufacturer and Seller's implied warranty that the Vehicle was merchantable.

22. Furthermore, Defendants, and each of them, impliedly warranted, inter alia, that the Vehicle would pass without objection in the trade under the contract description; that the Vehicle was fit for the ordinary purposes for which it was intended; that the Vehicle was adequately assembled; and/or that the Vehicle conformed to the promises or affirmations of fact made to Plaintiff.

23. As evidenced by Defendants' suspension of sale and the defects, malfunctions, misadjustments, and/or nonconformities alleged herein, the Vehicle was/is not merchantable because it did not have the quality that a buyer would reasonably expect, because it could not pass without objection in the trade under the contract description; because it was not fit for the ordinary purposes for which it was intended; because it was not adequately assembled; and/or because it did not or could not be conformed to the promises or affirmations of fact made to Plaintiff.

24. Further, the subject Vehicle contained a vice or defect which renders it either absolutely useless or renders its use inconvenient and imperfect such that Plaintiff would not have