COUNT III

Fraud

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

78. 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."

79. The vehicles purchased or leased by Plaintiffs and Class Members were, in fact, defective, unsafe and unreliable, because the vehicles were subject to sudden, extreme acceleration leading to personal injury or death.

80. The aforesaid representations of Defendants were material, because they were facts that would typically be relied on by a person purchasing or leasing a new motor vehicle. Toyota knew the representations were false, because it knew that people had died in its vehicles unintended acceleration between 2002 and 2009. Plaintiffs and Class members relied on the statements and others like them in purchasing their vehicles. Toyota intentionally made the false statements in order to sell vehicles.

81. As a result of Toyota's conduct, Plaintiffs and Class members have been defrauded into leasing or purchasing vehicles that had undisclosed defects. Plaintiffs and Class members have been damaged in an amount to be proven at trial.

82. Defendants' conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in conscious disregard for the rights of Plaintiffs and other Class

TOY-TQ002-06-3D-00005433