116. Defendants also knew that consumers who purchased its vehicles relied on Toyota's skill and expertise, judgment and knowledge in furnishing vehicles, including components thereof, that were able to transport occupants without unreasonable risk of harm to themselves or members of the public. Therefore, Toyota impliedly warranted under K.R.S. Section 355.2-315 that the vehicles were fit for the purposes Plaintiffs and class member intended for them.

117. Toyota's vehicles were not fit for that purpose in that their design, choice of components or manufacture are so defective as to cause such vehicles to suddenly and unintentionally accelerate. Additionally, the vehicles fail to provide an adequate means of braking or stopping vehicles that have so accelerated.

118. As a result, Plaintiffs and Class members have been damaged in an amount to be proved at trial.

COUNT XI

Negligence

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

120. Toyota had a duty to its customers as a manufacturer of motor vehicles to provide vehicles that, in their ordinary operation, would be safe. Toyota had a duty to adequately test its vehicles' safety before selling millions to American consumers. Toyota particularly had a duty to test vehicles for acceleration system problems once Toyota was on notice that its vehicles had a propensity to suddenly accelerate and were causing bodily injury, death, and property damage.

121. Toyota breached its duty to Plaintiffs and Class members.