39. Toyota expressly warranted that the vehicles were suitable for their intended purpose.

40. Toyota breached this warranty by the failure of the Subject Vehicles' accelerator systems to function in a proper and safe manner.

41. Toyota breached its express warranties when the Subject Vehicles were sold to Plaintiff, in that the accelerator systems are defective and have otherwise failed to function as represented and intended.

42. As a direct and proximate cause of Toyota's breach of express warranties, Plaintiff and the Class have sustained and will continue to sustain the loss of use of their vehicles, emotional distress, economic losses and consequential damages, and are therefore entitled to compensatory damages and equitable and declaratory relief according to proof.

COUNT III
UNJUST ENRICHMENT

43. Plaintiff repeats and realleges the allegations of the prior paragraphs as if set forth at length herein.

44. Toyota received a measurable benefit from the purchase of the Subject Vehicles by the Plaintiff and other Class members.

45. At the time that Plaintiff and the Class purchased the Subject Vehicles, Toyota knew that the vehicles suffered from a defect in their accelerator systems that rendered them unsafe.

46. Under the circumstances set forth above, Toyota's retention of the benefit of the purchase of the Subject Vehicles by the Plaintiff and other Class members would be unjust.

47. In equity and good conscience, Toyota should not be permitted to retain the

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