discovery in several different courts. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court to all Class members.

25. Plaintiff anticipates no difficulty in the management of this litigation as a class action.

COUNT I
BEACH OF IMPLIED WARRANTY

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

27. At all times herein, Toyota designed, manufactured, assembled, marketed, compounded, portrayed, distributed, recommended, advertised, promoted and sold the Subject Vehicles.

28. The Subject Vehicles carried with them a warranty of merchantability implied by law, the terms of which are dependent upon the usage of the trade related to the product. Plaintiff alleges that such implied warranties here include warranties that the vehicles are safe and non-defective for their intended use in design and manufacture.

29. None of the above-referenced warranties have been effectively disclaimed by Toyota.

30. Toyota breached this warranty in that the Subject Vehicles contain safety-related defects with respect to their accelerator systems.

31. At the times Toyota marketed, sold, and distributed automobiles for use by Plaintiff, Toyota knew of the use for which the Subject Vehicles were intended and impliedly warranted the product to be of a certain quality.