32. Toyota embarked on and carried out a common scheme of marketing and selling automobiles by falsely and deceptively representing that the vehicles were safe and without defects, specifically, that the accelerator systems of the Subject Vehicles were fit for their intended use.

33. Said representations and warranties are false, misleading, and inaccurate in that the recalled automobiles are unsafe and unreasonably dangerous due to the defective accelerator systems.

34. The Subject Vehicles, when sold, were defective, unmerchantable, unfit for ordinary use, and unfit for the particular use for which they were sold.

35. The damages in question arose from the reasonably anticipated use of the product in question.

36. Toyota breached the implied warranties of merchantability and fitness for a particular purpose 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.

37. As a direct and proximate cause of Toyota's breach of the implied warranties of merchantability and fitness for a particular purpose, Plaintiff has sustained and will continue to sustain the loss of use of their vehicles, emotional distress, economic losses and consequential damages, and is therefore entitled to compensatory damages and equitable and declaratory relief according to proof.

COUNT II
BREACH OF EXPRESS WARRANTY

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