doctrine or other authority requiring Defendants to pay Plaintiffs' attorneys' fees and litigation expenses.

COUNT II

BREACH OF IMPLIED WARRANTIES

45. Plaintiff adopts and incorporates by reference all allegations contained in paragraphs 1 through 36 as if fully set forth separately herein.

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

47. Toyota embarked on and carried out a common scheme of marketing and selling automobiles by a falsely and deceptively representing that the vehicles were safe and without defects, specifically, that the accelerator pedal of the Recalled Vehicles was fit for its intended use.

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

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

50. The Recalled Vehicles contain a vice or defect which renders them either absolutely useless or renders their use inconvenient and imperfect such that

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