benefit of the Plaintiff's and Class members' purchases of the Subject Vehicles.

COUNT IV
CONSTRUCTIVE FRAUD

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

49. At the time of selling the Subject Vehicles to the Plaintiff and other Class members, Toyota was in a unique position of knowledge concerning the design, operation, and proper functionality of the Subject Vehicles' accelerator systems, which knowledge was not possessed by the Plaintiff or other Class members, and thereby held a position of superiority over the Plaintiff and other Class members.

50. Toyota professed through its repeated claims of the superior safety and quality of its vehicles that it had knowledge of the truth of these representations.

51. Toyota's representations to the Plaintiff and other Class members were unqualified statements made to induce the Plaintiff and other Class members to make a purchase, and the Plaintiff and other Class members relied upon the statements when purchasing the Subject Vehicles from Toyota.

52. Toyota took unconscionable advantage of their dominant position of knowledge with regard to the Plaintiff and other Class members and engaged in constructive fraud in its relationship with the Plaintiff and other Class members.

53. As a proximate result of Toyota's constructive fraud, the Plaintiff and other Class members have been damaged.

54. Toyota's constructive fraud warrants the imposition of punitive damages in an amount sufficient to deter such conduct in the future.