Class members and arise from the same course of conduct by Toyota. The relief sought by these plaintiffs is common.

29. The interests of the Class members will be fairly represented by the plaintiff. Counsel in this matter is competent and experienced in both consumer protection and class action litigation.

30. Certification of this class action is appropriate under T.R.C.P. 23.02`. Questions of law or fact common to the respective Class members predominate over questions of law or fact affecting only individual members. Given the clear predominance of claims, class litigation is superior to any other method available for the fair and efficient adjudication of these claims. The cost of litigation through individual lawsuits might exceed expected recovery. Further, certification is warranted given Toyota's actions with respect to class members, making is necessary for appropriate redress on behalf of all affected purchasers. Lastly, there is a substantial risk of inconsistent and conflicting adjudications given the large number of affected owners.

31. A class action allows all of these claims to be resolved in a single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, effort, expense and burden on the courts that such individual actions would engender.

VI. FIRST CAUSE OF ACTION

(BREACH OF EXPRESS WARRANTY)

32. Plaintiff repeats and again alleges all preceding paragraphs, as if fully set forth herein.

33. Toyota provided plaintiff and other members of the Class with written express warranties including, but not limited to, that the Recalled Vehicles were completely safe to operate. Specifically, Toyota's website promises that their ultimate goal is "making a vehicle that is safe for