damages. Additionally, or in the alternative, plaintiff and other members of the class suffered actual damages, including a diminution of value of the subject vehicles (the difference in market value of the product in the condition in which it was delivered, and its market value in condition in which it should have been delivered according to contract of parties).

XIII. EIGHTH CAUSE OF ACTION

(TENNESSEE PRODUCTS LIABILITY ACT)

72. Plaintiff incorporates each of the proceeding paragraphs as if fully set forth herein at length:

73. Alternative, the product in question (Toyota vehicles) have a defective condition or are unreasonably dangerous in construction, composition, or design as defined in T.C.A. § 29-28-101 et. seq. and the Tennessee Products Liability Act, and specifically in § 29-28-102. The product is unreasonably dangerous because it does not conform to an express warranty. It was unreasonably dangerous at the time the product left the control of the manufacturer. At all time material hereto Toyota engaged in the business of designing, manufacturing, assembling, promoting, advertising, selling and distributing Toyota vehicles in the United States including but not limited to the subject vehicles. Toyota knew and expected these vehicles to be sold and operated by purchasers, including Plaintiff and class members in Union County and the State of Tennessee, and therefore they were the expected users of the product Toyota manufactured. The vehicles reached Plaintiff without substantial changes or condition from the time of manufacture by Toyota. The accelerator pedal defects in the vehicles could not have been contemplated by any reasonable person and therefore presented an unreasonably dangerous condition for expected users. Toyota should have reasonably foreseen that the dangerous condition existed i.e. the

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