only individual members. Given the clear predominance of claims, class litigation 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 to 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.

29. 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.

V. FIRST CAUSE OF ACTION

(BREACH OF EXPRESS WARRANTY)

30. Plaintiff repeats and realleges all preceding paragraphs, as if fully set forth herein.

31. 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 everybody."

32. Toyota breached these express warranties which resulted in damages to plaintiff and other members of the Class, who overpaid for the Recalled Vehicles, as the Recalled Vehicles were not safe as they may contain a defective accelerator pedal mechanism causing sudden acceleration, potentially resulting in death, and as such, the Recalled Vehicles were not safe to operate.

33. As a proximate result of the breach of warranties by Toyota, plaintiff and Class