implied warranty of merchantability have sustained and will continue to sustain the loss of use of their vehicles, severe emotional distress, economic losses and consequential damages, and are therefore entitled to compensatory damages and equitable and declaratory relief according to proof.

VIII. THIRD CAUSE OF ACTION

(BREACH OF IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE)

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

41. Plaintiff and other Class members purchased Toyota's Recalled Vehicles, which were promoted, marketed, advertised, packaged and labeled as being safe to operate. Pursuant to these sales and by its representations regarding the reputable nature of its company and related entities, Toyota implied warranted by its promotion, marketing, advertising, packaging, and labeling of the Recalled Vehicles that they were safe to operate. Plaintiff and Class members bought the Recalled Vehicles from Toyota, relying on Toyota's skill and judgment in furnishing suitable goods as well as Toyota's representations that the Recalled Vehicles were safe to operate. However, Toyota's Recalled Vehicles were not safe to operate as they contained a defective accelerator pedal mechanism causing sudden acceleration, potentially resulting in death or serious bodily injury.

42. Toyota breached the warranty implied at the time of sale in that plaintiff and Class members did not receive products that were safe to operate as they contained a defective accelerator pedal mechanism, potentially resulting in death or serious bodily injury, and thus the goods were not fit for the purpose as promoted, marketed, advertised, packaged, labeled or sold.

43. As a proximate result of this breach of warranty by Toyota, plaintiff and Class members have suffered damages in an amount to be determined at trial in that, among other things, they purchased and paid for a vehicle that did not conform to what was promised as promoted,