70. Toyota breached the warranty implied at the time of sale in that Plaintiffs and Class members did not receive a vehicle which was safe to operate and thus, the goods were not merchantable as fit for the ordinary purposes for which such goods are used or as promoted, marketed, advertised, or sold.

71. As a proximate result of this breach of warranty by Toyota, Plaintiffs 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 product that did not conform to what was promised as promoted, marketed and advertised by Toyota, and they were deprived of the benefit of their bargain and spent money on a product that did not have any value or had less value than warranted or a product they would not have purchased and used had they known the true facts about it. Plaintiffs and other members of the class are further harmed in having to spend money on attaining other transportation while the Recalled Vehicles are being fixed.

EIGHTH CAUSE OF ACTION

(Violation of Magnuson-Moss Warranty Act)

72. Plaintiffs repeat and reallege all preceding paragraphs as if fully set forth herein.

73. Plaintiffs and Class members are "consumers" within the meaning of the Magnuson-Moss Act.

74. Toyota is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Act.

75. The Recalled Vehicles are "consumer products" within the meaning of the Magnuson-Moss Act.

76. Toyota's written affirmations of fact, promises and/or descriptions, as alleged herein, are each a "written warranty" and/or there exists an implied warranty for the sale of such products within the meaning of the Magnuson-Moss Act.