59. As a result of this breach of warranty of merchantability, Plaintiff, and every member of the Classes, has been similarly damaged.

SECOND CLAIM FOR RELIEF

BREACH OF THE IMPLIED WARRANTY OF FITNESS

60. Plaintiff incorporates by reference the allegations in paragraphs 1-51 above as though fully set forth at length herein.

61. Defendants have violated the implied warranty of fitness.

62. Defendants have violated U.C.C. § 2-315.

63. At the time of contracting, Defendants had reason to know that the purpose of Plaintiff, and members of the Classes, was to obtain a vehicle for the safe transport of persons and things from one point to another.

64. Defendants knew that purchasers of Toyota-produced vehicles relied upon the Defendants' skill or judgment to furnish vehicles that were capable of the safe transport of persons and things from one point to another.

65. Due to the aforementioned design and/or manufacturing defects, Toyota-produced vehicles are not fit for this intended purpose as they are susceptible to sudden and unintentional acceleration and are not equipped with sufficient safety devices to prevent or combat this problem.

66. As a result of this breach of warranty of fitness, Plaintiff, and every member of the Classes, has been similarly damaged.

TOY-TQ002-06-3D-00006236