49. The monies paid by Plaintiff and members of the Class to Defendant in the purchase of the Subject Vehicles conferred substantial benefits upon Defendant. Defendant knew of and appreciated the benefits conferred upon them by Plaintiff and the Class and accepted and retained these benefits, which, injustice and fairness, should be refunded and paid over to Plaintiff and members of the Class, in an amount to be proved at trial but not less than $5,000,000.00, not including interest or costs.

50. Defendant's product contains a vice or defect which renders it either absolutely useless or renders it use so inconvenient and imperfect that buyers would not have purchased it had they known of this defect or vice.

51. Defendants, while knowing of the vice/defect as described herein, failed to describe it to Plaintiff and members of the Class, Defendants are liable for all damages, including reasonable attorney's fees, as provided by Louisiana Civil Code Articles 2545 and 1953 et seq.

52. The damages in questions arose from the reasonably anticipated use of the product in question.

53. It would be inequitable for Defendant to retain the money collected from Plaintiff and Class members, in light of their unconscionable acts and practices.

54. As a direct and proximate result, Defendant should be ordered to make restitution to Plaintiff and the Plaintiff Class of all monies that have been expended by them which was obtained by Defendant's utilization of deceptive acts or practices.