48. As a result of the above violations of Cal. Business and Professions Code §17500, *et seq.*, Plaintiffs and the Class, pursuant to Cal. Business and Professions Code §17535, are entitled to an order of this Court enjoining such future conduct on the part of Toyota, and such other orders and judgments as may be necessary to disgorge Toyota's ill-gotten gains and restore to any person in interest any money paid for the Recalled Vehicles as a result of the wrongful conduct of Toyota.

## FIFTH CAUSE OF ACTION

**(Consumers Legal Remedies Act - Cal. Civ. Code §1750, *et seq.*)**

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

50. This cause of action is brought pursuant to the California Consumers Legal Remedies Act, Cal. Civ. Code §1750, *et seq.* (the "CLRA"). This cause of action is limited solely to injunctive relief. Plaintiffs have served, but Toyota has not yet responded to, a pre-litigation notice pursuant to Cal. Civ. Code §1782. Plaintiffs herein seek injunctive relief, but will amend this Class Action Complaint to seek damages and other relief in accordance with the CLRA if Toyota does not timely provide a full and complete response to their pre-litigation notice pursuant to Cal. Civ. Code §1782.

51. Toyota's actions, representations and conduct are subject to the CLRA, because they extend to transactions that have resulted in the sale or lease of goods to consumers.

52. Plaintiffs and other members of the Class are "consumers" as that term is defined by the CLRA in Cal. Civ. Code §1761(d). The Recalled Vehicles that Plaintiffs and other members of the Class purchased are "goods" within the meaning of Cal. Civ. Code §1761(a).

53. As set forth in detail above, Toyota produced, manufactured, advertised, and sold the Recalled Vehicles as being safe to operate. These