preliminary notice, Plaintiff will amend her complaint in accordance with California Civil Code § 1782(d) as appropriate.

COUNT III

BREACH OF EXPRESS WARRANTY

72. Plaintiff incorporates by reference and realleges all paragraphs alleged herein.

73. Defendant is and was at all relevant times a merchant as defined by the Uniform Commercial Code ("UCC").

74. Defendant made affirmations of fact or promises to Class Members that the vehicles they sold would be fully operational, safe, and reliable. These warranties were made, *inter alia*, in advertisements and in statements by salespeople. These affirmations and promises were express warranties, and were part of the basis of the bargain between the parties.

75. These express warranties were breached because the vehicles sold to Class Members were not fully operational, safe, or reliable. Toyota exacerbated the breach by failing to provide safe automobiles after the problems were acknowledged.

76. As a direct and proximate result of Defendant's breach of the express warranty of fitness for a particular purpose, Plaintiff and the Class have been damaged by receiving vehicles that were worth far less than what they paid to lease or purchase the vehicles.

COUNT IV

BREACH OF IMPLIED WARRANTY

77. Plaintiff incorporates by reference and realleges all paragraphs alleged herein.

78. Defendant is and was at all relevant times merchants as defined by the Uniform Commercial Code ("UCC").

79. Defendant impliedly warranted that Toyota automotive vehicles were merchantable and fit for use for particular purposes at the time of the purchase and sale.

TOY-TQ002-06-3D-00006947