e. whether Defendant warranted the vehicles for a particular purpose for which they are unfit or ineffective;

f. whether Plaintiff and the Proposed Class conferred non-gratuitous benefits on Defendant in the absence of a contract;

g. whether Defendant retained such non-gratuitous benefits from Plaintiff and the Class;

h. whether Defendant's maintenance of such non-gratuitous benefits is unjust or inequitable;

i. whether Plaintiff and the Class are entitled to damages, restitution, equitable relief and other relief; and

j. the amount and nature of such relief to be awarded to Plaintiff and the Class.

54. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all Class members is impracticable. The prosecution of separate actions by individual members of the Class would impose heavy burdens upon the courts and Defendant, and would create a risk of inconsistent or varying adjudications of the questions of law and fact common to the Class. A class action would achieve substantial economies of time, effort and expense, and would assure uniformity of decision as to persons similarly situated without sacrificing procedural fairness

COUNT I

(Violations of California Business and Professions Code §§17200, *et seq.*)

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

56. The acts and practices engaged in by Defendant, as described herein, constitute unlawful, unfair, and/or fraudulent business practices in that: (1) Defendant's practices, as described herein, are unlawful in that they violate the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*; the Magnusson Moss Warranty Act; and the common law relating to warranties; (b) the justification for Defendant's

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