c. Whether Toyota breached its implied warranties of merchantability and fitness for a particular purpose;

d. Whether Toyota has violated Wyoming's Consumer Protection Act;

e. Whether Toyota's actions have caused damages to Plaintiffs and members of the Class; and

f. Whether Toyota should be required to furnish replacement and or rental vehicles to Plaintiffs and members of the Class during the period for which they are denied the use of their defective vehicles due to the inherent dangers therein.

41. **Typicality**: Plaintiffs' claims are typical of the claims of the Class Members. Plaintiffs and all Class Members have been injured by the same defect, that defect being that Plaintiffs' and Class Members' vehicles have a heightened risk of suddenly and unexpectedly accelerating, rendering the vehicles too dangerous to drive. Plaintiffs' claims arise from the same practices and course of conduct that gives rise to the claims of the Class Members and are based on the same legal theories.

42. **Adequacy**: Plaintiffs will fully and adequately assert and protect the interests of the Class. Plaintiffs have retained counsel who is experienced in class actions and complex mass tort litigation. Neither Plaintiffs nor their counsel have interests contrary to or conflicting with the interests of the Class.

43. **Superiority**: A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit because individual litigation of the claims by each of the Class members is economically unfeasible and impractical. While the aggregate amount of

TOY-TQ002-06-3D-00006862