Class Members would not have purchased the Subject Vehicles or would have paid substantially less for them had they known of the vice or defect.

50. The Subject Vehicles cannot be resold for anywhere near the amount of money for which they could have been resold had they not contained the vice or defect. In fact, resale of the cars may prove to be impossible.

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

52. Toyota breached the implied warranties of merchantability and fitness for a particular purpose when the Subject Vehicles were sold to Plaintiffs and the Class Members, in that the Subject Vehicles have a heightened tendency to suddenly and unexpectedly accelerate out of the driver's control.

53. As a direct and proximate cause of Toyota's breach of the implied warranties of merchantability and fitness for a particular purpose, Plaintiffs and the Class Members have sustained and will continue to sustain the loss of use of their vehicles and economic losses, and are therefore entitled to compensatory damages and equitable and declaratory relief according to proof.

SECOND CAUSE OF ACTION
Breach of Express Warranty
Wyo. Stat. § 34.1-2-313

54. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs and further allege as follows.

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