3. In light of these serious safety concerns identified by Toyota, Plaintiff no longer wishes to operate his vehicle. Additionally, the fair market value of Plaintiff's vehicle has been substantially diminished as a result of the defect. Moreover, requiring similarly situated consumers that lease these vehicles to continue to do and/or to incur a fee to prematurely end the lease as a result of the defective Toyota vehicles is unfair and unlawful under the circumstances.

4. This action is also brought on behalf of consumers in New Jersey that purchased a recalled Toyota vehicle to recoup, *inter alia*, the diminished resale value in the car caused by the recall. This action also seeks relief on behalf of consumers in this state that have leased a recalled Toyota.

5. Plaintiff seeks relief pursuant to the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, *et seq.* (the "NJCFA"), and for breach of express and implied warranties and unjust enrichment.

THE PARTIES

6. Plaintiff is a consumer who resides at 2319 Musterel Lane in Vineland, New Jersey. On or around December 3, 2009, Plaintiff purchased a new Toyota Tundra from a Toyota dealership (Vineland Toyota). The VIN number for Plaintiff's vehicle is 5TFDY5F16AX120241. Plaintiff has been injured as a result of Toyota's wrongful conduct.

7. Defendant Toyota Motor Corporation is, upon information and belief, a Japanese corporation with its headquarters at 1-Toyota-cho, Toyota City, Aichi Prefecture, Japan. Upon information and belief, at all relevant times Toyota Motor

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