herein.

53. Defendants had knowledge of the safety defect of select automotive vehicles.

54. Defendants failed to disclose the design defect of Toyota automotive vehicles to Plaintiffs and members of the Class either at the time of purchase or anytime thereafter prior to the recent recall.

55. During the class period, Plaintiff and the Classes' Members conferred upon Defendants, without knowledge of the safety condition affecting select models, the price and payment for these vehicles, which are benefits that were clearly non-gratuitous.

56. Defendants appreciated, accepted and retained the non-gratuitous benefits conferred by Plaintiff and the Classes' Members despite their knowledge of the defects affected the select automotive vehicle models. Retaining the non-gratuitous benefits conferred upon Defendants by Plaintiff and the Classes' Members under these circumstances is unjust and inequitable.

57. Defendants' retention of the non-gratuitous benefits conferred by Plaintiff and the Classes' Members is unjust and inequitable, and Defendants should pay restitution in the manner established by the Court, in addition to any other equitable remedy the Court may choose to impose.

COUNT IV

FEDERAL CONSUMER PROTECTION

58. Plaintiff incorporates the foregoing paragraphs as though fully set forth at length herein.

59. Defendants have violated federal consumer protection statutes, including but not limited to 15 U.S.C.A. § 2304 *et seq,* (Magnuson-Moss Warranty Act).

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