

AGREEMENT OF SETTLEMENT AND RELEASE

THIS AGREEMENT OF SETTLEMENT AND RELEASE (“Agreement”) is entered into by and between plaintiff Charles Bratton, individually, and in his representative capacity on behalf of all others similarly situated (collectively “Plaintiff”), on the one hand, and Defendant Mavis Tire Supply, LLC d/b/a “Mavis Discount Tire” (“Mavis” or “Defendant”), on the other (collectively referred to as the “Parties” or singularly “Party”) to effect the settlement set forth herein, subject to Court approval.

RECITALS

A. On May 20, 2021, Plaintiff Charles Bratton filed a class action lawsuit entitled *Bratton v. Mavis Tire Supply d/b/a “Mavis Discount Tire”*, Docket No. BUR-L-1085-21 in the Superior Court of New Jersey, Burlington County, on behalf of a class of all persons who purchased tire replacement services at a Mavis Discount Tire store in New Jersey between May 24, 2015 and the present to whom Mavis Discount Tire presented a written estimate before work began and were charged either a TPMS Service Kit Fee or a tire recycling fee. (“Action”).

B. On June 1, 2021, prior to Defendant filing a responsive pleading, Plaintiff filed an Amended Complaint.

C. On August 9, 2021, Defendant filed a motion to dismiss. After full briefing and oral argument, on March 4, 2022 the Court denied Defendant Mavis’ motion to dismiss.

D. On March 24, 2022, Defendant filed a notice of leave to appeal with an appellate brief seeking leave for an interlocutory appeal to reverse the Court’s March 4, 2022 Order. On March 24, 2022 the Appellate Court denied Defendant’s appeal.

E. On March 23, 2022, Plaintiff filed a Second Amended Complaint. On April 7, 2022, Defendant filed a motion to dismiss Plaintiff’s Second Amended Complaint. Despite the motion being fully briefed the parties agreed to participate in mediation prior to the motion being decided.

F. On December 31, 2021, Plaintiff filed a motion for class certification. However, before it was briefed and decided Plaintiff withdrew his motion for class certification. On April 29, 2022, Plaintiff refiled his motion for class certification. However, like the second motion to dismiss, this motion was not decided prior to the Parties attending mediation.

G. Between the inception of the case and September of 2022, Defendant responded to Plaintiff’s request for admissions, Interrogatories, Sets A and B, and notice to produce, Set A, as well as produced informal data for purposes of evaluating damages for purposes of mediation.

H. On September 20, 2022, the Parties participated in an all-day mediation of the Action with mediator Hon. Joel Schneider, Retired Federal Magistrate Judge for the United States District Court for the District of New Jersey. Subsequent to the mediation, the Parties continued settlement discussions with further assistance from Judge Schneider (Ret.), and after an additional month of vigorous discussions and negotiation the parties ultimately reached an amicable resolution of the action, the terms of which are set forth in this Agreement.

I. Plaintiff and his counsel believe that the claims asserted in the Complaint have merit. Defendant has vehemently denied, and continues to deny, any and all allegations of wrongdoing, liability or damages to any person whatsoever alleged in the Action, and believes the claims asserted by Plaintiff are wholly without merit. Nonetheless, the Parties have concluded that litigation could be protracted and expensive, and desire the Action to be fully and finally settled in

the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience, and risk. The Parties also have considered the risks of continued litigation and the benefits of the proposed Agreement, and have considered the costs, risks, and delays associated with the prosecution of this complex and time-consuming litigation, as well as the likely appeals of any rulings in favor of either Plaintiffs or Defendant.

J. It is now the intention of the Parties, and the objective of this Agreement, to avoid the costs of litigation and trial and settle and dispose of, fully and completely and forever, any and all claims and causes of action alleged in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiffs, on behalf of themselves and the Class, and Defendant, hereby stipulate to the resolution of the Action, subject to Court approval, under the following terms and conditions:

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of this Agreement, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized:

1.1 As used herein, the term “**Action**” means this lawsuit, entitled *Charles Bratton, on behalf of himself and all others similarly situated v. Mavis Tire Supply d/b/a/ “Mavis Discount Tire”*, Docket No. BUR-L-1085-21 Superior Court of New Jersey.

1.2 As used herein, the term “**Cash Fund**” means the fund of **\$486,165.42** that Defendants will establish to pay Class Counsels’ attorneys’ fees and costs, Class Member Cash Claims and Claims Administrator Costs, subject to court approval. All of Class Counsels’ attorneys’ fees and costs, Class Member Cash Claims and Administrator Costs shall be paid from the Cash Fund; in no event shall Defendant pay more than a total of **\$486,165.42** to the Cash Fund..

1.3 As used herein, the term “**Claim**” means a request made by a Class Member in order to receive money or a Settlement Purchase Certificate pursuant to the procedures stated in Section 2.3.

1.4 As used herein, the term “**Claim Filing Deadline**” means the deadline by which Class Members must file all claims under the Agreement. The Claim Filing Deadline shall be one hundred (100) calendar days after entry of the Preliminary Approval.

1.5 As used herein, the term “**Claim Form**” means the form Class Members must complete to submit a Claim under this Agreement. The Claim Form will state that any Claim submitted will be under penalty of perjury, and shall be substantially similar to the form attached hereto as **Exhibit D**.

1.6 As used herein, the term “**Claimant**” means any Class Member who submits a valid Claim Form under this Agreement.

1.7 As used herein, the term “**Claims Administrator**” means a third-party settlement administrator to be selected by Class Counsel, to administer the notice, claims, and Settlement relief distribution process provided for in the Agreement. The Claims Administrator may be removed and replaced by agreement of the Parties or by order of the Court.

1.8 As used herein, the term “*Claims Administrator Costs*” means all costs incurred by the Claims Administrator, including the cost of providing notice to the Class and administering the terms set forth in this Agreement.

1.9 As used herein, the terms “*Class*” and “*Class Members*” mean the following Class:

All persons who purchased tire replacement services at a Mavis Discount Tire store in New Jersey between May 24, 2015 and the present to whom Mavis Discount Tire presented Reservation Details online before work began, and who were charged either a TPMS Service Kit Fee or a tire recycling fee.

1.10 As used herein, the term “*Class Member Cash Claim*” means a request made by a Class Member in order to receive money.

1.11 As used herein, the term “*Class Period*” means May 24, 2015 through the date of Preliminary Approval.

1.12 As used herein, the term “*Class Released Claims*” means all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, in law or equity, fixed or contingent, which Class Members have or may have, arising out of or relating to any of the acts, omissions or other conduct by Defendant, including those alleged or otherwise referred to in the Complaint, or any preceding version thereof filed in the Action, including, but not limited to, any and all claims related in any way to the advertisement, estimation or communication of service and/or product pricing by Defendant in New Jersey with any of its customers during the Class Period.

1.13 As used herein, the term “*Class Releasors*” means all Class Members who do not timely and sufficiently request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives.

1.14 As used herein, the term “*Complaint*” means the operative Second Amended Class Action Complaint, filed by Plaintiff in the Action, captioned *Charles Bratton, on behalf of himself and all others similarly situated v. Mavis Tire Supply, LLC d/b/a “Mavis Discount Tire”*, Docket No. BUR-L-1085-21 Superior Court of New Jersey.

1.15 As used herein, the term “*Court*” means the Superior Court of New Jersey, Burlington County, in which this Action is pending, and to which presentation of this Agreement for judicial review and approval will be made.

1.16 As used herein, the terms “*Defendant*” means the named Defendant in the Action.

1.17 As used herein, the terms “*Defendant’s Counsel*” means the law firm Yankwitz LLP.

1.18 As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed terms of this Agreement, as approved by Class Counsel, Defendant’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Agreement via electronic mail. The Email Notice shall be substantially similar to the form attached as **Exhibit C**.

1.19 As used herein, the term “*Exclusion Deadline*” means the deadline by which Class Members must file any exclusion from the Agreement. The Exclusion Deadline shall be twenty (20) days prior to the Fairness Hearing.

1.20 As used herein, the term “**Fairness Hearing**” means the hearing(s) to be held by the Court to consider and determine whether the Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Agreement should be entered.

1.21 As used herein, the term “**Final Order**” means the Court’s grant of final approval of the Agreement following the Fairness Hearing. The proposed Final Order that Plaintiffs submit to the Court for its approval shall be substantially similar to the form attached as **Exhibit F**.

1.22 As used herein, the term “**Final Settlement Date**” means two (2) Court days after the Final Order becomes Final. For the purposes of this section, “Final” means after [i] thirty (30) calendar days after notice of the entry of the Final Order and Judgment is served on the Parties, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or [ii] in the event that an appeal or other effort to obtain review has been initiated, the date after any and all such appeals or other review(s) have been finally concluded in favor of the Final Order and Judgment, any mandates have been returned to the Court, and the Final Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for certiorari, or otherwise.

1.23 As used herein, the term “**Full Notice**” means the full legal notice of the proposed Agreement terms, as approved by Class Counsel, Defendant’s counsel, and the Court, to be provided to Class Members under Section 3.3 of this Agreement. The Full Notice shall be substantially similar to the form attached as **Exhibit B**.

1.24 As used herein, the term “**Named Plaintiff**” means Charles Bratton in his individual capacity only.

1.25 As used herein, the term “**Objection Deadline**” means the deadline by which Class Members must file any objections to the Agreement. The Objection Deadline shall be twenty (20) calendar days prior to the Fairness Hearing.

1.26 As used herein, the terms “**Plaintiff’s Counsel**” and “**Class Counsel**” mean the law firm of DeNittis Osefchen Prince, P.C.

1.27 As used herein, the term “**Preliminary Approval Order**” means the order provisionally certifying the Class for settlement purposes only, approving and directing notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiffs submit to the Court for its approval shall be substantially similar to the form attached as **Exhibit A**.

1.28 As used herein, the term “**Released Parties**” means Defendant Mavis Tire Supply, LLC d/b/a “Mavis Discount Tire”. and its direct or indirect parent, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them.

1.29 As used herein, the term “**Settlement**” means the Settlement of the Action and related claims effectuated by this Agreement.

1.30 As used herein, the term “**Settlement Fund**” means a fund of \$650,000 broken down into two parts: a Cash Fund in the amount of \$486,165.42 and a Settlement Purchase Certificate

Fund” in the amount of **\$163,834.58**. Any portions of the Settlement Fund not Claimed by Class Members will revert back to the Defendant.

1.31 As used herein, the term “***Settlement Purchase Certificate***” means a single-use certificate good for \$40.00 toward any purchase of products or services in any Mavis Tire Supply or Mavis Discount Tire store in New Jersey or on its website for products or services from a store in New Jersey. Settlement Purchase Certificates will be valid for one (1) year from the date of issuance. The Settlement Purchase Certificates may be used with any other discounts and promotions, and on items that are on sale or otherwise discounted. The Settlement Purchase Certificates shall not be redeemable for cash (including no cash back), may not be applied to past purchases, may not be used to purchase gift cards, and will not be replaced if lost, stolen, damaged, or expired. The Settlement Purchase Certificates may be used toward a single purchase. There is no minimum purchase required to use a Settlement Purchase Certificate. An exemplar of the Settlement Purchase Certificate is attached as **Exhibit E**.

1.32 As used here, the term “***Settlement Purchase Certificate Fund***” means the fund of **\$163,834.58** that Defendant will establish to pay Claims submitted by Class Members who request a Settlement Purchase Certificate.

2. SETTLEMENT TERMS.

2.1 Benefit to Settlement Class Members from the Settlement Fund. The Settlement Fund will be used to provide benefits to Class members as follows:

a. Defendant will pay \$486,165.42 in cash for the Cash Fund for payment of the following: (i) valid timely claims for Cash Claims submitted by Class Members pursuant to paragraph 2.3 below; (ii) the notice and other administrative costs actually incurred by the Settlement Administrator, as described in paragraph 2.9 below; and (iii) the Class Counsel Fees and Expenses Award, as described in paragraph 2.9 below. Defendant shall have no further cash payment obligations to Plaintiff, the Class, the Administrator or Class Counsel under this agreement other than \$486,165.42. In no event shall Defendant pay more than \$486,165.42 in cash pursuant to the terms of this Agreement.

b. Defendant will provide \$163,834.58 in Settlement Purchase Certificates to satisfy the claims of those Class Members who request Purchase Certificates for products or services pursuant to paragraph 2.3, below. In no event shall Defendant provide Settlement Purchase Certificates in an aggregate amount of more than \$163,834.58 pursuant to the terms of this Agreement.

2.2 Total Financial Commitment. Defendant’s total financial commitment and obligation under this Settlement Agreement, including but not limited to paragraphs 2.3, shall not exceed \$650,000, including \$486,165.42 in cash and \$163,834.58 in Purchase Certificates.

2.3 Schedule of Payments into Cash Fund and for Other Items.

a. Notice and Other Administrative Costs. The cost of emailing the Class Notice and other administrative costs shall be paid directly by Defendant to the Settlement Administrator once invoiced by the Settlement Administrator and is capped at \$100,000.

b. Class Counsel Fees and Expenses Award. An amount equal to \$222,330.84 shall be paid from the Settlement Cash Fund to Class Counsel for Attorney's Fees and expenses Fees and Expenses Award as described at paragraph 2.9, below and subject to court approval.

c. Payment of Valid Cash Claims. Valid Class Member Claims shall be paid out of the Cash Fund of \$163,834.58 within one hundred and twenty (120) days of when this settlement becomes Final. The Settlement becomes "Final" as set forth in Paragraph 1.22.

2.3 Claims Process. Each Class Member shall be entitled to submit a claim for, at the Class Member's election, either a cash payment in the amount of \$5 per tire purchased during the Class Period, capped at \$20, to reimburse Class Members for any TPMS and/or tire recycling charges paid after receiving an online Reservation Detail, or, alternatively Class Members may elect to receive one \$40 Purchase Certificate.

a. Cash Payment. Each Settlement Class Member may file a claim that will, if valid, entitle him or her to cash payment(s) in the amount of \$5 per tire purchased after receiving an online Reservation Detail, capped at \$20. A Class Member's claim for cash payment pursuant to this paragraph 2.3 shall be considered a "Cash Claim." The amount of cash payable to each Class Member making a valid Cash Claim shall be \$5 per tire purchased capped at a maximum payout of \$20. If the amount of cash available for the Cash Settlement Fund is insufficient to pay all valid Class Member Cash Claims, individual payment amounts for Cash Claims shall be reduced on a pro-rata basis as described in paragraph 2.6 below. Any unclaimed monies remaining in the Cash Fund shall revert back to the Defendant once all Claims have been paid out by the Administrator.

b. Purchase Certificate. A Class Member may elect, instead of Cash, to claim a Purchase Certificate valued in the amount of \$40 in lieu of claiming cash. A Class Member's claim for a Purchase Certificate pursuant to this paragraph shall be considered a "Purchase Certificate Claim." Purchase Certificate Claims shall be valid for one (1) year from the date of issuance. The Purchase Certificates may be used with any other discounts and promotions, and on items that are on sale or otherwise discounted. The Settlement Purchase Certificates shall not be redeemable for cash (including no cash back), may not be applied to past purchases, may not be used to purchase gift cards, and will not be replaced if lost, stolen, damaged, or expired. The Settlement Purchase Certificates may be used toward a single purchase. There is no minimum purchase required to use a Settlement Purchase Certificate. An exemplar of the Settlement Purchase Certificate is attached as **Exhibit E**. Further, Purchase Certificates may only be redeemable at Mavis Store locations in New Jersey or online for use in a New Jersey store location.

2.4 Proof of Claim. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Class Member. A Claimant must include information in the Claim Form – completed online or in hard copy mailed to the Settlement Administrator – confirming his or her selection of either a Cash Claim or a Purchase Certificate Claim. Class Members may not select both. The Claim Form must be submitted electronically, either via email or online through the Claims Administrator's Settlement Website or via fax or U.S. Mail. The delivery date is deemed to be the date that: (1) the Claim Form is deposited in the U.S. Mail, as evidenced by the postmark, in the case of submission by U.S. mail; or (2) in the case of submission electronically through the

Settlement Website, the date the Claims Administrator receives the Claim Form, as evidenced by the email transmission receipt.

2.5 Review of Claims. The Settlement Administrator shall be responsible for reviewing all claims to determine their validity. The Settlement Administrator shall reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of paragraph 2.3, above, or is submitted after the close of the Claims Period.

2.6 Pro-Rata Reduction of Benefits. If the dollar value of valid Class Member claims, determined in accordance with paragraph 2.3 above, exceeds the respective amounts available in either the Cash Settlement Fund or the Purchase Certificate Settlement Fund available to satisfy those claims, awards to Class Members from the Cash Settlement Fund and/or the Purchase Certificate Fund, shall be reduced pro rata amongst Class Members.

2.7 Uncleared Checks. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance shall be ineligible to receive a cash settlement benefit and Defendant shall have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class Members. All unpaid funds from uncleared checks shall be paid back to the Defendant.

2.8 Distribution. Within one hundred and twenty (120) calendar days of the Final Settlement Date, the Claims Administrator shall distribute the Settlement Purchase Certificates to Claimants via the email or address designated on their Claim Form and if cash to be mailed to the Class member's address set forth on the Claim Form. At the request of the administrator, the distribution date shall be permitted to be extended an additional thirty (30) days.

2.9 Claims Administrator Costs and Attorneys' Fees and Costs. The Parties acknowledge that there will be certain Claims Administrator Costs associated with the Settlement, including the cost of providing notice to the Class and administering the terms set forth in this Agreement. The Parties also acknowledge that Plaintiff will move the Court for approval of an award to Class Counsel for attorneys' fees and costs. Defendants have agreed, the Cash Fund will cover both the Claims Administrator Costs and Class Counsels attorneys' fees and costs that may be awarded by the Court, as set forth below. The Parties agree that Defendant shall in no event be obligated to pay more than \$100,000, in total, toward Claims Administrator Costs, and in no event be obligated to pay more than \$222,330.84, in total, toward Class Counsels attorneys' fees and costs.

(a) Claims Administrator Costs. Within twenty (20) business days of the Court's entry of the Preliminary Approval Order, Defendant shall make a payment of \$100,000 out of the Cash Fund to an escrow account established by the Claims Administrator. Class Counsel will ensure that the Claims Administrator has supplied Defendant with their Form W-9 prior to the date payment is due. Class Counsel shall direct the payments from the escrow account to the Claims Administrator as may be appropriate. Any Claims Administrator Costs in excess of \$100,000 shall be paid by Class Counsel.

(b) Attorneys' Fees and Costs. The Parties agree that Class Counsel shall seek an award of no more than \$222,330.84, which equals 33.33% of the Settlement Fund, in the aggregate, for fees and costs. Defendant agrees not to oppose Class Counsel's request for attorneys' fees and costs in an amount no more than \$222,330.84. Plaintiff and Class Counsel further agree that any and all attorneys' fees and costs awarded to Class Counsel will be paid from

the Cash Fund. If the Court approves this Agreement and an award of attorneys' fees and costs to Class Counsel, Defendant agrees to pay the attorneys' fees and costs approved by the Court to Class Counsel upon the occurrence of all of the following: (a) the issuance of the Final Approval Order, and (b) Class Counsel's delivery to Defendant of a Form W-9 for DeNittis Osefchen Prince, P.C. Any such payment shall be made within five (5) calendar days of the occurrence of the later of these events and shall be made to the law firm of DeNittis Osefchen Prince, P.C. The Parties represent that the amount of the attorneys' fees and costs to be requested by Class Counsel was negotiated at arm's-length, and only after agreement was reached on all substantive terms of the settlement. No interest shall be paid on the attorneys' fees and costs award.

2.10 Reduction in Class Counsel's Attorneys' Fees. A reduction by the Court of the attorneys' fees or litigation costs sought by Class Counsel shall not affect any of the Parties' other rights and obligations under the Agreement, except that Defendants' payment into the Cash Fund would be reduced by the amount of the Court's reduction.

2.11 No Tax Liability. Under no circumstances will Defendant or Defendant's Counsel have any liability for taxes or tax expenses under the Settlement. Plaintiff and/or Class Counsel are/is responsible for any taxes on any recovery, award or on the Cash Fund. Nothing in this Settlement, or statements made during the negotiation of its terms, shall constitute tax advice by Defendant or Defendant's Counsel.

2.12 Implementation Costs. All the costs of providing notice to the Class (including the Settlement Website) in the manner prescribed in Section 2.3 of this Agreement, and the costs associated with independent administration of benefits by the Claims Administrator, shall be paid from the Cash Fund. To the extent there are any additional funds following the entry of Final Order, the Parties agree such funds shall revert back to the Defendant.

2.13 Release as to All Class Members. Upon entry of the Final Order, Class Releasors shall be deemed to have fully, finally, and forever released and discharged all Class Released Claims against all Released Parties as set forth in the Final Order.

2.14 Release by Named Plaintiff. In addition to the releases made by the Class Members set forth in Section 2.13 above, effective upon entry of the Final Order, the Named Plaintiff makes the additional following general release of all past or present claims, known or unknown, against the Released Parties. Upon entry of the Final Order, the Named Plaintiff, and each of his successors, assigns, legatees, heirs, and personal representatives release and forever discharge the Released Parties, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent.

2.15 No Admission of Liability or Wrongdoing. This Agreement reflects the Parties' compromise and resolution of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including Defendant, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. Defendant has denied and continues to deny each of the claims and contentions alleged by Plaintiff in the Action. Defendant has repeatedly asserted

and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

3. CLASS NOTICE AND CLAIMS PROCEDURES.

3.1 Cooperation to Obtain Court Approval. The Parties will jointly take all reasonable steps necessary to secure the Court's approval of this Agreement as provided in this Section.

3.2 Preliminary Approval and Provisional Class Certification. Plaintiff shall file their motion for preliminary approval as soon as reasonably possible. The motion shall request that the Court:

- (a) preliminarily approve this Agreement as fair, adequate, and reasonable;
- (b) approve the form, manner, and content of the Full Notice, Email Notice, , and Claim Form attached as **Exhibits B–F**;
- (c) set deadlines for the filing of objections to, and exclusions from, the settlement, for the submission of Claim Forms, for the filing of a motion for final approval of the settlement and for fees and costs, and to schedule the date of the Fairness Hearing;
- (d) provisionally certify the Class under N.J. 4:32-1 for settlement purposes only;
- (e) stay all proceedings in the Action until the Court renders a final decision on approval of the Agreement and sets a briefing schedule for the papers in support of the Final Approval Order;
- (f) conditionally appoint Named Plaintiff as the Class Representative for settlement purposes only; and
- (g) conditionally appoint the law firms of DeNittis Osefchen Prince, P.C. as Class Counsel for settlement purposes only.

The proposed Preliminary Approval Order shall be substantially similar to the form attached as **Exhibit A**. Defendant shall be permitted to review Plaintiff's motions prior to filing.

3.3 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that Defendant, through the retained Claims Administrator, will provide the Class with notice of the proposed Agreement by the following methods.

(a) **Settlement Website.** The Claims Administrator will post the Full Notice on an Settlement Website specifically created for the Settlement (the "Settlement Website"). The url of the Settlement Website shall be "NJTPMSSettlement.com," or a similar name chosen by Defendant. The Full Notice shall be substantially similar to the form attached as **Exhibit B**. The Settlement Website will also contain the Claim Form, Complaint, Agreement, and Preliminary Approval Order. The Settlement Website shall be operative starting on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Settlement Website shall remain active until the Final Settlement Date. Defendant must approve the content and form of the Settlement Website before it goes live.

(b) **Plaintiff's Counsel's Website.** Plaintiff's counsel may include on its firm website a link to the Settlement Website. The description accompanying the link shall be: "DeNittis Osefchen Prince, P.C. has preliminarily settled a putative class action case,

Bratton v. Mavis Tire Supply d/b/a "Mavis Discount Tire", Docket No. BUR-L-1085-21 in the Superior Court of New Jersey, Burlington County. The case alleges violations of consumer law by Mavis in connection with its website. Mavis denies all claims. The putative class is composed of: "All persons who purchased tire replacement services at a Mavis Discount Tire store in New Jersey between May 24, 2015 and the present to whom Mavis Discount Tire presented Reservation Details online before work began, and who were charged either a TPMS Service Kit Fee or a tire recycling fee." If you believe you are a class member, relevant information about the settlement can be found here, [url of the Settlement Website"].

(c) **Email Notice.** Defendant and the Claims Administrator shall use reasonable efforts to identify customers of its New Jersey stores who may be Class Members and for whom an email address can be determined from Mavis' records or other sources available to the Claims Administrator, including by reverse lookup. The Claims Administrator will send two (2) Email Notices to those Class Members for whom Defendant has or the Claims Administrator can find an email address. The Email Notice shall be substantially similar to the form attached as **Exhibit C**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. The Claims Administrator will provide the 1st Email Notice no later than 30 days from the date of the Preliminary Approval Order and the 2nd Email Notice, two (2) weeks thereafter.

3.4 Proof of Notice. No later than ten (10) calendar days before the deadline for Plaintiffs to file their brief in support of the Final Order and Judgment, the Claims Administrator will serve upon Class Counsel a declaration confirming that notice to the Class has been provided in accordance with Section 3.3 of this Agreement.

3.5 Right to Verify. The Claims Administrator and/or Defendant may review all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may contact any Claimant, through the Claims Administrator, to request additional information to determine the validity of any claim. In addition, the Claims Administrator and/or Defendant may verify that: (1) the information set forth in or attached to a submitted Claim Form is accurate; and (2) the Claimant is a Class Member.

3.6 Objections. Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.7 of this Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the settlement contemplated in this Agreement, may elect to object to this Agreement by delivering a timely written objection to the Court, Class Counsel, and Defendants' Counsel.

(a) To be timely, a written objection to the settlement contemplated in this Agreement must be submitted no later than the Objection Deadline. The submission date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark or emailed electronically or faxed. It shall be the objector's responsibility to ensure receipt of any objection by the Court, Class Counsel, and Defendant's Counsel.

(b) Any written objections to the settlement contemplated in this Agreement must contain: (1) the name and case number of the Action; (2) the Class Member's full name, address, and telephone number; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, the legal and factual arguments supporting the objection; (5) facts supporting the person's status as a Class Member (e.g., either any unique identifier included by the Claims Administrator in his/her notice, or the date and location of his/her relevant purchases);

(6) the Class Member's signature and the date; and (7) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of New Jersey that the foregoing statements regarding class membership are true and correct to the best of my knowledge." The objection will not be valid if it only objects to the Action's appropriateness or merits. Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections (whether by a subsequent objection, intervention, appeal, or any other process) to this Agreement.

(c) Class Members have the option to appear at the Fairness Hearing, either in person or through counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the settlement contemplated in this Agreement, or to the award of attorneys' fees. However, Class Members (with or without counsel) intending to make an appearance at the Fairness Hearing must so inform the Parties and the Court on or before the Objection Deadline by providing a "Notice of Intention to Appear" to the Court, Class Counsel, and Defendant's Counsel.

3.7 Exclusion from the Class. Class Members may elect not to be part of the Class and not to be bound by this Agreement. To make this election, Class Members must send a signed letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than the Exclusion Deadline. The Claims Administrator must serve on Class Counsel and Defendant's Counsel a list of Class Members who have timely and validly excluded themselves from the Class within five (5) days after the Exclusion Deadline.

3.8 Final Order and Judgment. Before the Fairness Hearing, Plaintiffs must apply to the Court for entry of Final Order and Judgment. Such an order shall be substantially similar to the form attached as **Exhibit F**. Class Counsel shall draft the motion papers and provide them to Defendant within 7 days of filing for review and comment. So long as the motion is consistent with this Agreement, Defendant's Counsel will not oppose the motion. Defendant shall be permitted, but not required, to file their own brief or statement of non-opposition in support of the Final Order and Judgment.

3.9 Judgment and Enforcement. The Parties agree that if the Court grants final approval of the proposed Agreement and enters Final Order and Judgment, the Final Order and Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Agreement.

4. TERMINATION OF THE AGREEMENT.

4.1 Right to Terminate Agreement for Either Party. Either Party has the right to terminate and withdraw from this Agreement at any time prior to the Fairness Hearing if the Court makes an order inconsistent with the terms of this Agreement (except for an order reducing the Class Counsel fee award).

4.2 Effect of Settlement if Agreement Is Not Approved. This Agreement was entered into only for the purpose of settlement of the action. In the event that this Agreement is Terminated by either Party, the Court conditions its approval of either the Preliminary Approval Order or the Final Order on any modifications of this Agreement that are not acceptable to all Parties, or if the Court does not approve this Agreement or enter the Final Order, or if the Final Settlement Date

does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions *status quo ante*, as if this Agreement was never executed. In that event: (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms; (b) the Action will revert to the status that existed before the Plaintiff filed his motion for approval of the Preliminary Approval Order; and (c) no term or draft of this Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve this Agreement or enter the Final Order for any reason, or if the Final Settlement Date does not occur for any reason, Defendant shall retain all its rights to challenge the merits of Plaintiff's case and/or object to the maintenance of the Action as a class action, and nothing in this Agreement or other papers or proceedings related to this Agreement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action provided, however, that Defendant and Plaintiff will nonetheless bear any costs of Administration and notice paid from the Cash Fund which shall be split on a 50/50 basis between Defendant and Plaintiff.

5. ADDITIONAL PROVISIONS.

5.1 Joint Statement. The Parties agree that other than the Settlement Website and the statement on the website of DeNittis Osefchen Prince, P.C., set forth in Section 3.3(b), *supra*, the public statements about this case by the Parties and their counsel shall be limited to the following:

The parties have reached a settlement in principle in *Bratton v. Mavis Tire Supply d/b/a "Mavis Discount Tire"*, Docket No. BUR-L-1085-21 (Superior Court of New Jersey, Burlington County). Bratton asserted putative class action claims alleging Mavis engaged in improper practices on its website. Throughout, Mavis has denied all allegations, and there has not been any finding by a court that Bratton's claims are valid.

"I am pleased to settle my case and provide class members with a recovery," said Plaintiff Charles Bratton.

A representative for Mavis said, "At Mavis, integrity and honesty underpin our interactions with all of our customers, and we remain committed to providing high-quality, safe, and affordable services. We are pleased to resolve this case and put this matter behind us."

5.2 Change of Time Periods. All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

5.3 Fair, Adequate, and Reasonable Agreement. The Parties agree this Agreement and settlement reflected herein is fair, adequate, and reasonable and this Agreement was the result of extensive informed, intense, non-collusive, and arms-length negotiations, taking into account all relevant factors, present and potential.

5.4 Real Parties in Interest. In executing this Agreement, the Parties warrant and represent that except as provided herein, neither the claims or causes of action released herein nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

5.5 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

5.6 Binding on Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

5.8 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.9 Entire Agreement. This Agreement, and the exhibits thereto, contain(s) the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement.

5.10 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.11 Headings and Formatting of Definitions. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

5.12 Exhibits. The exhibits to this Agreement are integral parts of the Agreement, and are hereby incorporated and made a part of this Agreement, as though fully set forth in the Agreement.

5.13 Modifications and Amendments. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

5.14 Governing Law. This Agreement is entered into in accordance with the laws of the State of New Jersey, and shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles.

5.15 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

5.16 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

5.17 Cooperation of the Parties. The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions contained herein and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement. Specifically, the Parties agree to prepare and execute all documents, to seek Court approvals, defend Court approvals, and to do all things reasonably necessary to complete the settlement described herein. Further, the Parties will comply in good faith with the terms and conditions of this Agreement. Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

5.18 Execution Date. This Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

5.19 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement.

5.20 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

5.21 Recitals. The Recitals are incorporated by this reference, and are part of this Agreement.

5.22 Inadmissibility. This Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to it are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, this Agreement shall not be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order.

5.23 Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Defendant to the attention of Defendant's Counsel, and if to Class Members to the attention of Class Counsel on their behalf.

CLASS COUNSEL	DEFENDANT'S COUNSEL
Stephen P. DeNittis DeNITTIS OSEFCHEN PRINCE, PC 5 Greentree Centre 525 Route 73 North, Suite 410 Marlton, NJ 08053	Russell Yankwitt YANKWITT LLP 140 Grand Street, Suite 705 White Plains, New York 10601

5.24 List of Exhibits: The following exhibits are attached to this Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Claim Form
- Exhibit E: Exemplar of Purchase Certificate
- Exhibit F: [Proposed] Final Approval Order

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED:

Dated: 1/11/2023


CHARLES BRATTON, PLAINTIFF

Dated: 1/12/2023


MAVIS TIRE SUPPLY, LLC d/b/a "MAVIS DISCOUNT TIRE"
By: JENNIPER PAPAS

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis (031981997)

Joseph A. Osefchen (024751992)

525 Route 73 North, Suite 410

Marlton, New Jersey 08053

(856) 797-9951

sdenittis@denittislaw.com

josefchen@denittislaw.com

Attorneys for Plaintiff and the Proposed Class

CHARLES BRATTON, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

MAVIS TIRE SUPPLY, LLC d/b/a "MAVIS
DISCOUNT TIRE",

Defendant.

NEW JERSEY SUPERIOR COURT
BURLINGTON COUNTY
DOCKET NO. BUR-L-1085-21

**ORDER GRANTING PRELIMINARY, NON-BINDING APPROVAL TO PROPOSED
CLASS ACTION SETTLEMENT, APPROVING FORM OF CLASS SETTLEMENT
NOTICE AND NOTICE DISTRIBUTION PLAN, AND
SCHEDULING A DATE FOR THE FORMAL PUBLIC FAIRNESS HEARING**

This matter having come before the Court upon an unopposed motion by Plaintiff under N.J.C.R. 4:32-1 et seq. for preliminary, non-binding approval of a proposed class action settlement, Court approval of a proposed form of the Class Settlement Email Notice and Class Settlement Long Form Notice, and Court approval of the proposed plan of notice publication and setting a hearing date for the formal public fairness hearing on whether to grant final approval to the proposed class settlement, and the Court having considered the motion papers, and for good cause shown;

IT IS HEREBY ORDERED this _____ day of _____ 2022 as follows:

1. The Court grants preliminary, non-binding approval of the proposed class action settlement;

2. This matter shall preliminarily proceed as a class action with a Settlement Class defined as follows:

All persons who purchased tire replacement services at a Mavis Discount Tire store in New Jersey between May 24, 2015 and the present to whom Mavis Discount Tire presented Reservation Details online before work began, and who were charged either a TPMS Service Kit Fee or a tire recycling fee.”

3. The Court preliminarily appoints Plaintiff Charles Bratton as the named Class Representative and preliminarily appoints Stephen DeNittis, Esq. of DeNittis Osefchen, P.C. as Class Counsel.
4. It is apparent, for settlement purposes, from the file and presentation of counsel that the proposed Settlement Class meets the requirements of N.J. Court Rule 4:32-1 et seq., such that class notice should be provided.
5. The Court appoints Angeion Group as the Settlement Administrator.
6. The Court approves the content of the proposed Class Settlement Email Notice and Class Settlement Long Form Notice submitted by Counsel and the proposed manner of notice distribution set forth in the Settlement Agreement. The Court directs the Defendant to provide to the Settlement Administrator a list of any and all persons whom Defendant’s records indicate may be class members and their last known email addresses and postal addresses within 30 days of this Order. The Court further directs that within 45 days of this Order, the Class Settlement Email Notice shall be sent via email by the Settlement Administrator to all persons whom Defendant’s records indicate may be class members, at their last known email address. In addition, within 60 days of this Order, the Settlement Administrator shall be responsible to send a second Email Notice to all persons whom Defendant’s records indicate may be class members, at their last known email address.

7. Within 30 days of this order the Settlement Administrator shall create a Settlement Website, “NJTPMSSettlement.com,” or a similar name chosen by Defendant which will contain information describing the settlement and will contain the Class Email Notice (See **Exhibit C** of the Settlement Agreement), the Class Long Form Notice (see **Exhibit B** of the Settlement Agreement, and a Claim Form (see **Exhibit D** of the Settlement Agreement), Class Counsel’s contact information, a copy of the Settlement Agreement and a copy of Plaintiffs’ second amended complaint. The cost for the Settlement Website will be paid for from the Administrative Fee paid to Angeion from the Settlement Cash Fund. The Class Settlement Email Notice and the Class Settlement Long Form Notice and Claim Form will also be posted by or linked by Class Counsel in a prominent location on Class Counsel’s website www.denittislaw.com.

8. Any objections to the proposed Class Settlement, or requests for exclusion from the class, must be submitted to the Clerk, post-marked no later than twenty (20) days prior to the Fairness Hearing scheduled in this matter. Pursuant to N.J.C.R. 4:32-1 et seq., a formal, public fairness hearing on whether to grant final, binding approval to the proposed class action settlement shall be held on _____, 2023 (suggested date any date after [100 days from preliminary approval]) at the Superior Court of New Jersey, Burlington County, 49 Rancocas Road, Mt. Holly , New Jersey 08060 at _____.

9. Any memoranda of law or other documents in support of final approval of the proposed class settlement, copies of any objections or requests from exclusion that have been submitted to class counsel or defense counsel, and an affidavit attesting that class notice has been distributed in a manner consistent with this Order, must be submitted to the Court no later than 14 days prior to the hearing on final approval.

10. In the event that the proposed settlement as provided in the Settlement Agreement is not granted final approval by the Court, then the Settlement Agreement, and all drafts, negotiations, discussions and documentation related thereto and orders entered by the Court in connection therewith shall become null and void. In such event the Agreement and all negotiations and proceedings related thereto shall be withdrawn without prejudice to the rights of any and all parties thereto, who shall be restored to their respective positions as of the date of the execution of the Agreement.

SO ORDERED:

_____, J.

EXHIBIT B

CHARLES BRATTON, on behalf of himself and all others similarly situated, Plaintiff, v. MAVIS TIRE SUPPLY, LLC d/b/a “MAVIS DISCOUNT TIRE”, Defendant.	SUPERIOR COURT OF NEW JERSEY BURLINGTON COUNTY LAW DIVISION DOCKET NO. BUR-L-1085-21 NOTICE OF PENDENCY OF CLASS ACTION PROPOSED SETTLEMENT AND HEARING DATE FOR COURT APPROVAL
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This notice informs you of a proposed settlement (“Settlement”) of a class action claim against Mavis Tire Supply, LLC d/b/a/ “Mavis Discount Tire” (referred to herein as “Mavis” and “Defendant”). Defendant has agreed, under the terms of the Settlement, to provide you with an opportunity to submit a valid and timely Claim Form through which you may be eligible to receive compensation as further discussed below.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Claim Form	If you are an eligible Settlement Class Member who purchased tire replacement services at a Mavis Discount store in New Jersey between May 24, 2015 and {the date of preliminary approval} to whom Mavis Discount Tire presented online Reservation Details before work began and were charged either a TPMS Service Kit Fee or a tire recycling fee, you shall be entitled to submit a Claim for a cash payment up to \$20 or for a Settlement Purchase Certificate to use to purchase goods or services from Mavis in the amount of \$40. If you are an eligible Settlement Class Member and you want to receive payment or a voucher you need to complete and submit a Claim Form in a timely manner. The Claim Form is necessary to ensure that only eligible Settlement Class Members receive a benefit. A Claim Form is available at the Settlement Web site at www.xxxxxxxxxxxx or by calling the Claims Administrator toll free at [REDACTED] or by writing the Claims Administrator at Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.
Do Nothing	

EXHIBIT B

	By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Defendant, and certain parties related to them, separately about the claims that have been or could have been asserted in this lawsuit.
Ask to be Excluded	By asking to be excluded, you will not share in this Settlement. This is the only option that allows you to keep any rights to sue Defendant about the same legal claims in this lawsuit.
Object	You may write to the Court about why you do not like the Settlement.
Go To A Hearing	You may ask to speak in Court about the fairness of the Settlement.

Your rights and options – and the deadlines to exercise them – are explained in detail below.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....PAGE ____

1. Why did I receive notice of this lawsuit?
2. Why is this lawsuit a class action and who is involved?
3. Why is there a settlement?

WHO IS COVERED BY THE SETTLEMENTPAGE ____

4. Am I a Settlement Class Member?

THE SETTLEMENT BENEFITS-WHAT YOU GETPAGE ____

5. What does the Settlement provide?
6. What can I get from the Settlement?

HOW YOU SUBMIT A CLAIMPAGE ____

7. How can I make a claim?
8. When would I get my payment?
9. What am I giving up to get a payment or stay in the Settlement Class?

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE ____

10. How do I get out of the Settlement?

Questions? Visit www.xxxxxxx.com or call toll free [phone number]

EXHIBIT B

11. If I do not exclude myself, can I sue Defendants for the same thing later?

THE LAWYERS REPRESENTING YOUPAGE ____

12. Do I have a lawyer in the case?
13. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENTPAGE ____

14. How do I tell the Court that I do not like the Settlement?
15. What is the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARINGPAGE ____

16. When and where will the Court decide whether to approve the Settlement?
17. Do I have to come to the hearing?
18. May I speak at the hearing?

IF YOU DO NOTHINGPAGE ____

19. What happens if I do nothing at all?

GETTING MORE INFORMATIONPAGE ____

20. Are there more details available?

BASIC INFORMATION

1. Why did I receive notice of this lawsuit?

This lawsuit involves allegations that Defendant violated the law by charging customers in New Jersey who received an online Reservation Details and purchased a new tire, for a TPMS Service Kit and/or tire recycling.

The records of Defendant indicate that you, between May 24, 2015 and the date of Preliminary Approval, received an online Reservation Details for tire replacement services at a Mavis store in New Jersey and paid for such tire replacement services, as well as for a TPMS Service Kit and/or tire recycling.

You previously received an email notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of New Jersey, Burlington, and the case is pending in front of the Honorable James J. Ferrelli J.S.C. The lawsuit is known as *Charles Bratton*

Questions? Visit www.xxxxxxx.com or call toll free [phone number]

EXHIBIT B

v. Mavis Tire Supply d/b/a "Mavis Discount Tire", Docket No. BUR-L-1085-21. The person who sued is called Plaintiff, and the party sued is called the Defendant.

2. Why is this lawsuit a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" or "Lead Plaintiffs" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members" (in this case the Settlement Class). The person who sued—and all of the Settlement Class Members like them—is called the Plaintiff. The individual, and/or company they sued (in this case Mavis) is called the Defendant. One Court resolves the issues for everyone in the Settlement Class—except for those people who choose to exclude themselves from the Settlement Class. Judge Ferrelli is in charge of this case and certified the lawsuit as a class action for settlement purposes only.

3. Why is there a settlement?

The Court did not issue a final ruling in favor of Plaintiff or Defendant. Instead, Lead Plaintiff and Defendant agreed to enter into the Settlement after an extensive exchange of information and vigorous arms-length negotiations. That way, they avoid litigation costs, and the people affected will get compensation. The Lead Plaintiff, and counsel for the Lead Plaintiff ("Lead Counsel") and the Settlement Class Members, think the Settlement is best for the Settlement Class Members.

WHO IS COVERED BY THE SETTLEMENT?

4. Am I a Settlement Class Member?

Your receipt of the email notice indicates that you have been identified as a potential Settlement Class Member because, according to Defendant's records, you purchased tire replacement services at a Mavis Discount Tire store in New Jersey between May 24, 2015, and the date of preliminary approval and you were presented an online Reservation Details before work began and were charged for a TPMS Service Kit and/or tire recycling.

THE SETTLEMENT BENEFITS - WHAT YOU GET

5. What does the Settlement provide?

If approved by the Court, the Settlement will result in dismissal of this case and final resolution of all claims raised against Defendant. Such dismissal will release Defendant from liability for the claims in this lawsuit. The terms of the Settlement are described in full in a document known as the Settlement Agreement ("Settlement Agreement"). The Settlement Agreement is available for your inspection at the website www.xxxxxxxx.com by contacting the Administrator at [redacted]. The capitalized terms as used in this notice have the same meaning as the terms set forth in the Settlement Agreement.

Questions? Visit www.xxxxxxxx.com or call toll free [phone number]

EXHIBIT B

6. What can I get from the Settlement?

Under the Settlement, Defendants is making a Settlement Fund of \$650,000.00 broken down into two parts: a Cash Fund in the amount of \$486,165.42 and a Settlement Purchase Certificate Fund in the amount of \$163,834.58 to compensate the claims of eligible Settlement Class Members and certain other fees and expenses. The Settlement Fund will be applied first to pay any compensation and costs to Lead Counsel, and Administrator fees and costs, as described in the Settlement Agreement. After those payments, the Settlement Fund will be applied to valid and timely claims submitted by Settlement Class Members. It is anticipated that the Settlement Fund will enable each eligible Settlement Class Member to submit a claim for, at the Class Member's election, either a cash payment in the amount of \$5 per tire purchased during the Class Period (where a TPMS Service Kit and/or tire recycling were also purchased), capped at \$20, to reimburse Class Members for any TPMS and/or tire recycling charges paid, or, alternatively Class Members may elect to receive one \$40 Purchase Certificate.

In the event that the Settlement Fund, net of the payments described herein, is not sufficient to enable a payment of up to \$20 cash or a \$40 Purchase Certificate for each claim, the per-claim payment will be decreased in proportion to the total number of claims made and paid out on a pro-rata basis. If you are an eligible Settlement Class Member and wish to receive a cash payment or a Purchase Certificate, you must timely submit a Claim Form to the Claims Administrator as described below.

HOW YOU SUBMIT A CLAIM

7. How can I make a claim?

If you are an eligible Settlement Class Member and you wish to receive either a cash payment or a Settlement Purchase Certificate, you need to complete and submit a Claim Form in a timely manner. This form is necessary to ensure that only eligible Settlement Class Members receive a benefit. The Claim Form is available at the Settlement Web site at www.xxxxxxxx.com or by calling the Claims Administrator toll free at [redacted] or by writing the Claims Administrator at Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

The fully completed, signed Claim Form must be submitted via online, email or U.S. Mail to the Claims Administrator at Bratton Litigation Settlement at Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or submitted online to the Settlement Administrator. The deadline for submission of the Claim Form is **Month 00**, 2023. Accordingly, to be valid, Claims Form must be time stamped, postmarked or delivered no later than **Month 00**, 2023. You may attend the court hearing described below if you wish, but your attendance or non-attendance will not affect your eligibility to submit the Claim Form. You do not need to appear in court, and you do not need to hire an attorney in this case.

8. When would I get my payment?

Questions? Visit www.xxxxxxxx.com or call toll free [phone number]

EXHIBIT B

The Court will hold a hearing on **Month 00, 2023**, to decide whether to approve the Settlement. If Judge Ferrelli approves the Settlement, and after that, no appeal is taken, then you will be receiving your payment promptly. If an appeal is taken, then resolving it may take some time, perhaps up to, or more than, a year. Please be patient.

9. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant regarding the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. In addition, as a result, as further detailed in the Settlement Agreement, Settlement Class Members who have not timely requested exclusion from this Settlement Class shall be deemed to Release all claims consistent with the Release in the Settlement Agreement. In the Settlement Agreement and Release, Defendant and its direct or indirect parent, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them ("Mavis Releasees") are fully released from any and all claims or causes of action, whether known or unknown, that were, or could have been, asserted by the named Plaintiff or any member of the Settlement Class, their respective spouses, former spouses, successors, heirs, executors and administrators ("Releasers") against the Mavis Releasees arising out of Defendant's actions alleged in the lawsuit or any acts, omissions or other conduct by Defendant.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement, but you want to keep the right to sue or continue to sue Defendant, on your own, about the legal issues in this case, then you must exclude yourself from the settlement. This is sometimes referred to as opting out of the Settlement Class.

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement. Be sure to include the name of the case and case number, your name, address, telephone number, and your signature. You must mail your exclusion request letter postmarked by **Month 00, 2023**, to Bratton v. Mavis Settlement- Exclusions, at Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. If you exclude yourself, you will not be legally bound by anything that happens in this lawsuit.

11. If I do not exclude myself, can I sue Defendants for the same thing later?

Questions? Visit www.xxxxxxx.com or call toll free [phone number]

EXHIBIT B

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that the Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **Month 00, 2023**. Any exclusion request postmarked after that date will not be valid, and the sender will be a Settlement Class Member and bound by the Settlement and Release.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court decided that the law firm of DeNittis Osefchen Prince, P.C. of Marlton, New Jersey is qualified to represent you and all Settlement Class Members. The law firm is called “Lead Counsel.” It is experienced in handling similar cases. More information can be obtained about this law firm, their practices, and their lawyers’ experience by contacting the following Lead Counsel:

Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
DENITTIS OSEFCHEN PRINCE, P.C.
5 Greentree Centre, Suite 410, Marlton, NJ 08053
(856) 797-9951
Email: sdenittis@denittislaw.com
Website: www.denittislaw.com

13. How will the lawyers be paid?

Lead Counsel has pursued this lawsuit on a contingent basis and has paid all costs of the lawsuit. These attorneys have not yet been paid or recovered any of their costs associated with the lawsuit. As part of the Settlement, Lead Counsel will request a payment of 33.33% (\$216,645.00) of the Settlement Fund for their reasonable attorneys’ fees, and costs in the amount of \$5,685.84. Lead Counsel’s petition for fees and costs will be filed with the Court no later than [REDACTED], and may be reviewed by any interested party. The Court will make a determination of reasonable fees and costs at the Fairness Hearing based on Lead Counsel’s Application and responses thereto, if any. Any money paid to Lead Counsel will be paid out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

14. How do I tell the Court that I do not like the Settlement?

Questions? Visit www.xxxxxxx.com or call toll free [phone number]

EXHIBIT B

So long as you have not excluded yourself from the Settlement, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must (a) have served on the following counsel, such that they are received by such counsel on or before twenty (20) calendar days before the Settlement Hearing, a written notice of objection that must contain:

(1) the name and case number of the Action; (2) your full name, address, and telephone number; (3) the words “Notice of Objection” or “Formal Objection”; (4) in clear and concise terms, the legal and factual arguments supporting the objection; (5) facts supporting your status as a Class Member (*e.g.*, either any unique identifier included by the Claims Administrator in your notice, or the date and location of his/her relevant purchases); (6) your signature and the date; and (7) the following language immediately above the Class Member’s signature and date: “I declare under penalty of perjury under the laws of the State of New Jersey that the foregoing statements regarding class membership are true and correct to the best of my knowledge.”:

Stephen P. DeNittis, Esq.
Joseph A. Osefchen, Esq.
Shane T. Prince, Esq.
DENITTIS OSEFCHEN PRINCE, P.C.
5 Greentree Centre, Suite 410
Marlton, NJ 08053
(856) 797-9951

Counsel for Plaintiffs

and

Russell Yankwitt, Esq.
Benjamin Allee, Esq.
Michael Reed, Esq.
YANKWITT, LLP
140 Grand Street, Suite 705
White Plains, New York 10601
(914) 686-1500

Counsel for Defendant

and (b) filed said objections, papers and briefs, and proof of service on the above-listed counsel, and with the Superior Court of New Jersey, Burlington County, 49 Rancocas Road, Mt. Holly, New Jersey 08060, on or before the same date. Any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection (including any right of appeal) and shall forever be foreclosed from making any such objection, including any objection to

Questions? Visit www.xxxxxxx.com or call toll free [phone number]

EXHIBIT B

the fairness or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, unless otherwise ordered by the Court.

15. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **Month 00, 2023**, at **TIME**, at the Superior Court of New Jersey, Burlington County, 49 Rancocas Road, Mt. Holly, New Jersey 08060. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Ferrelli will listen to people who have asked to speak at the hearing, so long as they have followed the procedures set forth in Section **14**. At or after the hearing, the Court will also decide whether to approve the Settlement and how much to pay Lead Counsel. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Lead Counsel will answer any questions Judge Ferrelli may have. But, you are welcome to come at your own expense. If you send a valid and timely objection, you may come in person to the Court for the Fairness Hearing, retain your own attorney to appear for you at the Fairness Hearing, or not come at all, and the Court will consider your objection.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing if you have filed a valid and timely objection. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Charles Bratton, on behalf of himself and all others similarly situated v. Mavis Tire Supply d/b/a/ 'Mavis Discount Tire'*", Docket No. BUR-L-1085-21 Superior Court of New Jersey." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **Month 00, 2023** and be sent to Mavis Litigation Settlement at Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 and to the Court at the Superior Court of New Jersey, Burlington County, 49 Rancocas Road, Mt. Holly, New Jersey 08060. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

IF YOU DO NOTHING

Questions? Visit www.xxxxxxx.com or call toll free **[phone number]**

EXHIBIT B

19. What happens if I do nothing at all?

If you do nothing, you forfeit the opportunity to receive any monetary compensation and you give up any rights to sue Defendant separately about the claims that have been or could have been asserted in this lawsuit.

GETTING MORE INFORMATION

20. Are there more details available?

The Pleadings, the Settlement Agreement, and other papers filed in this lawsuit are available for your inspection in the Superior Court of New Jersey, Burlington County, 49 Rancocas Road, Mt. Holly, New Jersey 08060.

Additional information may be obtained at the Settlement Web site at www.xxxxxxxx.com. You may also contact the Claims Administrator toll free at [REDACTED] or in writing at Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Additionally, you may contact Lead Counsel, whose contact information is listed above.

PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK OF THE COURT.

DATE: MONTH 00, 2023.

Questions? Visit www.xxxxxxxx.com or call toll free [phone number]

To: _____

From: _____

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

IF YOU MADE ONE OR MORE TIRE PURCHASES AT A MAVIS STORE IN NEW JERSEY BETWEEN MAY 24, 2015 AND [MONTH], [DAY], [YEAR], AND ALSO PAID FOR A TPMS SERVICE KIT AND/OR TIRE RECYCLING YOU MAY BE ELIGIBLE TO RECEIVE CASH OR A PURCHASE CERTIFICATE TO USE IN-STORE IN NEW JERSEY AT MAVIS FOR FUTURE PURCHASES.

Why did I get this notice? A settlement ("Settlement") in the amount of \$650,000.00 has been proposed in a class action lawsuit pending in the Superior Court of New Jersey, Burlington County ("Court") titled *Charles Bratton, on behalf of himself and all others similarly situated v. Mavis Tire Supply, LLC d/b/a "Mavis Discount Tire"* ("Action"). According to available records, you might be a "Class Member." The purpose of this Email Notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? Plaintiff Charles Bratton, on behalf of himself and all others similarly situated allege that Mavis Tire Supply, LLC d/b/a "Mavis Discount Tire" ("Mavis" or "Defendant") allegedly failed to disclose TPMS Kit fees and tire recycling fees when customers obtained online Reservation Details from Mavis' website when purchasing new tires. Mavis denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to members of the Class and resolve the case.**

Am I a Class Member? You are a "Class Member" if you were presented an online Reservation Details by Mavis prior to purchasing tire replacement services at a Mavis Discount Tire Store in New Jersey between May 24, 2015 and (date of preliminary approval), and then paid for either a TPMS Service Kit and/or a tire recycling.

What relief does the Settlement provide? If you are a Class Member, you are eligible to file a Claim to receive either a Cash Refund up to \$20 or a Settlement Purchase Certificate in the amount of \$40 to purchase goods or services in a Mavis Discount Store in New Jersey.

If you received this Email Notice and timely complete and submit a valid Claim Form, you shall receive either one (1) Settlement Purchase Certificate for \$40 for any purchase or off any purchase (no minimum purchase required) at a Mavis Store in New Jersey, or, you can request to receive from Mavis a Cash payment of up to \$20 (\$5 for each tire purchase between May 24, 2015 and __, following the receipt of an online Reservation Details and the purchase of a TPMS Service Kit and/or tire recycling, capped at \$20). A Claim Form is available by clicking HERE. The deadline to submit a Claim Form is _____. If you wish to submit a Claim Form, your Class Member ID is _____.

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by _____, or you won't be able to sue Mavis about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Cash Refund or a

Settlement Purchase Certificate from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed notice available at _____ explains how to request exclusion or object. The Court will hold a hearing on _____ at _____ to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (DeNittis Osefchen Prince, P.C) for \$222,330.84 in attorneys' fees and costs. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit _____. You may also write to the Claims Administrator at the email address _____ or the postal address _____.

PROOF OF CLAIM FORM

THE DEADLINE TO SUBMIT THIS CLAIM FORM IS [TO BE INSERTED]

This is the official claim form you must use to make a claim in the lawsuit captioned as *Charles Bratton v. Mavis Tire Supply d/b/a "Mavis Discount Tire"* ("Mavis"). Docket No. BUR-L-1085-21, which was filed in the, Superior Court of New Jersey, Burlington County. Please read this form carefully before filling it out. In order to qualify for relief under the class settlement you must have purchased tire replacement services at a Mavis Discount Tire store in New Jersey between May 24, 2015 and [REDACTED] (the "Class Period") after being presented with a Reservation Details online before work began, and been charged either a TPMS Service Kit Fee or a tire recycling fee. This may or may not have occurred in your situation. The responses and information you provide to the questions set out below are designed to permit you to make a claim. If you have any questions please contact Angeion the claims administrator via _____ at [REDACTED] or via email at [REDACTED].

THIS COMPLETED FORM MUST BE POSTMARKED, E-MAILED. OR FAXED NO LATER THAN [TO BE INSERTED].

PERSONAL INFORMATION OF THE CLAIMANT:

1. State your full name, present address, and either a phone number or e-mail address at which you may be contacted by the claims administrator, if necessary:

First Name

Last Name

Address

City

State

Zip Code

(_____) _____

Phone Number

E-Mail Address

2. To be eligible for relief, you must sign and return this claim form no later than _____.

RELIEF SELECTION:

3. Mavis agrees that each eligible Settlement Class Member who submits a timely valid Claim shall be entitled to submit a Claim either for a cash payment in the amount of \$5 for each tire purchased capped at \$20 or for a Settlement Purchase Certificate in the amount of \$40 to be used for goods or services in a store located in New Jersey.

Please attest under oath your claim status below by writing an "X" on the line in front of your attestation:

____ Please pay me \$5 per tire replaced (capped at \$20).

____ Please pay me a \$40 Settlement Purchase Certificate for me to use at a Mavis Store in New Jersey within one year of issuance.

TO COMPLETE YOUR CLAIM, PLEASE COMPLETE THIS FORM AND RETURN, BY EITHER EMAIL, FAX OR UNITED STATES REGULAR MAIL, TO THE ADDRESS, FAX NUMBER OR EMAIL ADDRESS SET FORTH BELOW BEFORE THE CLAIM DEADLINE.

BY SIGNING HERE YOU ARE DECLARING UNDER OATH THAT THE FOREGOING INFORMATION IS ACCURATE TO THE BEST OF YOUR KNOWLEDGE.

NAME: _____

Return the completed claim form to:

ANGEION

ATT:

[.com](#)

Facsimile _____

Bratton v. Mavis Tire Supply, LLC Settlement	\$40.00 Settlement Purchase Certificate
---	--

Issue Date: (Date) __, 2023

[BAR CODE]
Certificate Serial Number: [Voucher Number]

You are receiving this Settlement Purchase Certificate (the "Certificate") because you submitted a valid Claim in the Bratton v. Mavis Tire Supply, LLC Settlement.

This Certificate is valid for one year from the issue date above and may only be redeemed at any Mavis store, or its respective website in New Jersey.

The Certificate may be used with any other discounts and promotions, and on items that are on sale or otherwise discounted. The Certificate shall not be redeemable for cash (including no cash back), may not be applied to past purchases, may not be used to purchase gift cards, and will not be replaced if lost, stolen, damaged, or expired. The Certificates may be used toward a single purchase. There is no minimum purchase required to use a Certificate. This Certificate shall expire one year from the date of issuance.

Additional information related to the settlement and this certificate is available at www._____.com.

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis (031981997)

Joseph A. Osefchen (024751992)

525 Route 73 North, Suite 410

Marlton, New Jersey 08053

(856) 797-9951

sdenittis@denittislaw.com

josefchen@denittislaw.com

Attorneys for Plaintiff and the Proposed Class

CHARLES BRATTON, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

MAVIS TIRE SUPPLY, LLC d/b/a "MAVIS
DISCOUNT TIRE",

Defendant.

NEW JERSEY SUPERIOR COURT
BURLINGTON COUNTY
DOCKET NO. BUR-L-1085-21

**ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT
AND RELATED RELIEF**

AND NOW, this _____ day of _____, 2023, upon consideration of Plaintiff's motion to grant final approval to the proposed class action settlement and for related relief, following briefing and a public fairness hearing on _____, 2023, it is hereby ORDERED that:

1. The Court hereby grants final certification of a settlement class defined as:

All persons who purchased tire replacement services at a Mavis Discount Tire store in New Jersey between May 24, 2015 and the present to whom Mavis Discount Tire presented Reservation Details online before work began, and who were charged either a TPMS Service Kit Fee or a tire recycling fee.

2. The certified class has been given notice of the proposed class action settlement consistent with the New Jersey Court Rules and Due Process, in accordance with the Court's

Preliminary Approval Order dated _____.

3. The Class Action Settlement Agreement dated _____, 2022 was arrived at as a result of arm's-length negotiations conducted in good faith by counsel for the parties, and are supported by the class representative.

4. The settlement as set forth in the Class Action Settlement Agreement dated _____, 2022 is fair, reasonable, and adequate to the members of the Class in light of the complexity, expense, and likely duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The relief provided under the Class Action Settlement Agreement constitutes fair value given in exchange for the release of the settled claims as set forth in the Class Action Settlement Agreement dated _____, 2022.

6. Plaintiffs' motion for final approval of the class settlement and related relief is GRANTED.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

A. The Court grants final approval to the proposed class action Settlement as set forth in the Class Action Settlement Agreement dated _____, 2022, as agreed to by the parties and counsel for all parties and approved by the Court.

B. The following persons, having executed a timely request for exclusion from the class, are hereby excluded from the Class and are not bound by the class settlement:

C. Pursuant to the settlement, Plaintiffs' Complaint and all claims pleaded therein are DISMISSED WITH PREJUDICE and each class member is deemed to have released their claims as to the Released Parties to the extent specified in the Settlement Agreement dated _____, 2022.

D. Class counsel's Petition for Fees and Costs is GRANTED. An award of \$222,330.84

in attorney's fees and costs (\$216,645.00 in attorneys fees and \$5,685.84 in costs) to Class counsel is approved and is to be paid in accordance with the terms of the Settlement Agreement.

E. The request for approval of fees and costs incurred by the Settlement Claims Administrator are approved in the amount actually incurred, but not to exceed \$100,000.

F. Without affecting the finality of this Final Approval Order in any way, the Court retains jurisdiction over (1) implementation and enforcement of the Settlement until the parties have performed the required actions thereunder; (2) any other action necessary to conclude this Settlement or to implement the Settlement; and (3) the enforcement, construction and interpretation of the Class Action Settlement Agreement dated _____, 2022.

SO ORDERED.

HON.