

Second Amended Complaint filed March 23, 2022

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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

**SECOND AMENDED CLASS ACTION
COMPLAINT AND JURY DEMAND**

INTRODUCTION

1. This is a proposed class action challenging three uniform policies employed by Defendant, each of which operates in concert as part of a “bait and switch” scheme in the sale of tires, tire replacement services and other services sold by Defendant to the general public.

2. Each of these three policies is, by itself, unlawful and actionable under New Jersey law, but each such policy is related in that they each involve the consumer being given a written estimate by Defendant before the tire is purchased and/or the work is done which promises the consumer a lower price than what Defendant knows the customer will ultimately be charged on Defendant’s final bill.

3. These three related uniform policies, and the over-arching “bait and switch” scheme of which they are a part, violate N.J.S.A. § 56:82 of the Consumer Fraud Act (“CFA”) (which prohibits false, deceptive and misleading affirmative statements, false promises, knowing omissions and any unconscionable commercial practice in the sale of goods and services);

N.J.S.A. § 56:8-2.2 of the CFA (which prohibits a seller of goods or services from promising a lower “fake” price to the consumer when the seller actually intends to charge a higher price), as well as the other statutory and regulatory authorities outlined in greater detail herein.

4. Plaintiff seeks injunctive, declaratory, monetary and statutory relief for himself and the proposed class to obtain redress and to enjoin these three uniform policies, bringing:

- a. A claim for monetary relief, treble damages and an injunction under the CFA in that Defendant’s uniform policies constitute unconscionable commercial practices and involve false, deceptive and/or misleading written affirmative statements, false promises and knowing omissions, all of which violate N.J.S.A. § 56:8-2, as well as violating N.J.S.A. § 56:8-2.2 in that Defendant advertises/promises lower prices to consumers for goods and services, when Defendant knows it will ultimately charge them higher prices for those goods and services;
- b. A claim for monetary relief, injunctive relief and a \$100 per person statutory penalty under the New Jersey Truth in Consumer Contract Warranty and Notice Act (“TCCWNA”), in that Defendant has presented, shown, offered, and submitted consumer notices and signs to Plaintiff and the Class that violated their clearly established rights arising under state law, as prohibited by N.J.S.A. § 56:12-15;
- c. A claim under New Jersey common law for breach of the implied covenant of good faith and fair dealing based on Defendant’s uniform policies as alleged herein; and
- d. An alternative claim under a theory of unjust enrichment in that Defendant has demanded and received a benefit from Plaintiff and the Class under circumstances that make retention of that benefit by Defendant unjust.

PARTIES

5. Charles Bratton is a citizen of New Jersey residing in Burlington County, New Jersey. Like other class members, Bratton purchased a tire, tire replacement services and other services from Defendant during the class period and he was given a written estimate for the proposed goods and work, and was subjected to the three uniform policies challenged herein.

6. Defendant Mavis Tire Supply, LLC d/b/a “Mavis Discount Tire”, is a limited

liability company with its headquarters and principal address located at 22 Russell Street, White Plains, New York 10606.

JURISDICTION AND VENUE

7. This Court has personal jurisdiction over Defendant because, inter alia, Defendant: (a) transacted business in this state; (b) maintains several tire replacement/tire repair service centers in New Jersey; (c) purposefully availed itself of the benefits of doing business in this state; and (d) the conduct giving rise to the complaint, including the tire replacement/tire repair services sold to Plaintiff, occurred in New Jersey. Accordingly, Defendant maintains minimum contacts with this state which are more than sufficient to subject it to service of process and to comply with due process of law.

8. There is no federal jurisdiction over this action in that the amount in controversy in this proposed class action, including attorney's fees and costs, is far less than \$5 million because the amount of damages suffered by Plaintiff and the class under the three policies challenged herein is less than \$40 per person and there are less than 10,000 proposed class members.

9. Venue is proper in Burlington County because Plaintiff resides in Burlington County, the goods and services purchased by Plaintiff from Defendant were provided at a service center owned by Defendant which is located in Burlington County, and Defendant regularly transacted and continues to transact business in Burlington County.

THE THREE UNIFORM POLICIES WHICH GIVE RISE TO THE CLASS CLAIMS

10. Mavis Discount Tire describes itself as one of the largest independent tire and tire service providers in the United States with at least 121 service locations in New Jersey.

11. The core business of Mavis Discount Tire involves the sale of tires, as well as tire

replacement, though Defendant also performs other services besides changing tires, such as installing and servicing tire pressure monitoring systems (“TPMS”), brake repairs and front end alignments.

12. This class action challenges three related, but distinct, uniform policies employed by Defendant, each of which operates as part of an over-arching scheme in which the customer is charged more for the purchase of a tire, tire replacement services or other services on Defendant’s final bill – which is presented when the customer picks up their vehicle – than the prices promised in written estimates previously provided by Defendant to the consumer before the tire purchase and/or services were performed.

A. Defendant’s Uniform Policy of Promising a Lower Purchase Price for the Tire in Defendant’s Written Estimate and Then Charging a Higher Purchase Price for the Tire in Its Final Bill

13. The first such uniform policy is Defendant’s policy of giving the consumer a written estimate stating the purported purchase price of a new tire before the tire is actually purchased, and then charging the customer a higher price for that same tire on Defendant’s final bill.

14. This policy is illustrated by Defendant’s written estimate to Plaintiff dated April 22, 2021 in which Defendant lists the purchase **“PRICE”** of a **“BFGoodrich All-Terrain”** tire as **“\$295.99.”** See Attachment B. Yet, on Defendant’s final bill dated April 28, 2021, Defendant actually charged Plaintiff **“299.99”** dollars – \$4 more than the written estimate – for that same **“Bfg All-Terrain”** tire. See Attachment A.

15. Put simply, this policy involves Defendant lying to customers about the price of the tire; promising the customer a lower price for the tire in a written estimate before the tire is purchased and then later raising the purchase price of the tire on Defendant’s final bill.

B. Defendant's Uniform Policy of Omitting Any Reference to a Charge for a "TPMS Service Kit" in Defendant's Written Estimate and Then Imposing a Previously Undisclosed and Unauthorized \$4.99 Charge For a "TPMS Service Kit" on the Customer's Final Bill

16. The second uniform policy centers around a \$4.99 charge per wheel which is imposed by Defendant on customers, after a tire replacement is completed, which Defendant's final bill labels a charge for a **"TPMS Service Kit."** See Attachment A, Defendant's final bill to Plaintiff dated April 28, 2021, imposing a charge of **"4.99"** dollars for a **"TPMS Service Kit."**

17. TPMS stands for "Tire Pressure Monitoring System." The TPMS is an electronic system designed to monitor the air pressure inside the pneumatic tires on various types of vehicles and report real-time tire-pressure information to the driver of the vehicle, either via a gauge, a pictogram display, or a simple low-pressure warning light.

18. Defendant is well aware that since September 2007, all vehicles in the United States under 10,000 pounds have been required by law to have TPMS.

19. At the time Defendant provides a written estimate to a customer for the installation of a new tire, Defendant is fully aware of the make, model and model year of the customer's car. See Attachment B, Mavis written estimate to Plaintiff for new tire installation dated April 22, 2021 (listing Plaintiff's vehicle as a **"2017 Ford F-150 Raptor"**).

20. Accordingly, Defendant does not suddenly "discover" after the written estimate is given to the consumer that the consumer's vehicle has TPMS.

21. To the contrary, at the time the written estimate is prepared by Defendant for a customer purchasing a new tire, Defendant knows when the customer's vehicle is equipped with TPMS.

22. Mavis has a uniform policy of servicing the TPMS system of any vehicle with TPMS, after installation of a new tire, and of imposing a \$4.99 charge per wheel for such TPMS

servicing, which Defendant labels on the final customer bill as **“TPMS Service Kit.”** See Attachment A, Mavis final bill to Plaintiff dated April 28, 2021 for the purchase and installation of one new tire, showing a charge of **“4.99”** for **“TPMS Service Kit.”**

23. Unfortunately, Mavis does not tell the customer about this Mavis policy at the time Defendant gives the customer the written estimate for tire replacement. Indeed, the written estimates for tire replacement which Mavis gives to customers omit any reference to TPMS or any charge relating to TPMS. See Attachment B, written estimate for tire replacement given by Defendant to Plaintiff on April 22, 2021, which omits any mention of TPMS or a **“TPMS Service Kit”** or any fee relating to TPMS or servicing the TPMS.

24. Rather, the first time the customer discovers that Mavis has a policy of imposing a \$4.99 charge for a **“TPMS Service Kit”** is when Defendant presents its final bill for a tire replacement to the customer, after the work has already been performed. See Attachment A, Mavis final bill to Plaintiff dated April 28, 2021 for the purchase and installation of one new tire, showing a charge of **“4.99”** dollars for a **“TPMS Service Kit.”**

25. This Mavis policy has the effect of increasing the overall price set forth in the written estimate which Defendant gives to the customer for installation of a new tire by \$4.99; a fact which is not revealed to consumers until after the work has already been performed, when the customers come to pick up their vehicle and Mavis presents them with the final bill.

26. The foregoing is a deliberate and knowing policy employed by Defendant and is not the product of oversight, ignorance, or accident. Rather, it is done as a matter of policy under which, after the work is already completed, Defendant unilaterally adds in an additional, unauthorized and previously undisclosed charge of \$4.99 to the customer’s final bill for what Defendant’s final bill labels a **“TPMS Service Kit.”** See Attachment A, Mavis final bill to

Plaintiff dated April 28, 2021, charging Plaintiff **“4.99”** dollars for a **“TPMS Service Kit.”**

C. Defendant’s Uniform Policy of Omitting Any Reference to a Tire Recycling Fee in Defendant’s Written Estimate and Then Imposing a Previously Undisclosed and Unauthorized \$2.50 Charge For a “Mavis Tire Recycling Charge” on the Customer’s Final Bill

27. The third illegal uniform policy employed by Defendant is a policy under which Defendant charges a customer who has a new tire installed what Defendant’s final bill describes as a **“Mavis tire recycling charge”** of **“2.50”** per tire. See Attachment A, Mavis final bill to Plaintiff dated April 28, 2021, charging Plaintiff **“2.50”** dollars for **“Mavis tire recycling charge.”**

28. As with the additional \$4.99 charge for the **“TPMS Service Kit,”** it is the uniform policy of Defendant to fail to mention the \$2.50 **“Mavis tire recycling charge”** – or any recycling or disposal charge – on the written estimate which Defendant provides to each customer before the tire is replaced. See Attachment B, written estimate given to Plaintiff by Defendant on April 22, 2021, omitting any mention of any tire recycling charge.

29. Instead, it is the uniform policy of Defendant to unilaterally add in the unauthorized and previously undisclosed \$2.50 **“Mavis tire recycling charge”** to the final bill which Defendant provides to the customer after the work is complete, thus raising the charge contained in the prior estimate by \$2.50 per tire. See Attachment A, Mavis final bill to Plaintiff dated April 28, 2021, charging Plaintiff **“2.50”** dollars for **“Mavis tire recycling charge.”**

30. Once again, this omission is not an accident or an oversight. It is part of an intentional and knowing scheme by which Defendant raises the price promised in its prior written estimates to consumers by unilaterally adding in this previously undisclosed and unauthorized charge to the customer’s final bill .

31. As a company whose core business is the sale and installation of new tires,

Defendant knows that over 99.9% of purchasers of new tires in New Jersey leave the old tire with Defendant.

32. In fact, upon information and belief, no New Jersey customer purchasing a new tire from Defendant in New Jersey in the last six years has taken the old tire with them.

33. Thus, Defendant knows at the time the written estimate is given to consumers for the purchase and installation of a new tire that Defendant will be imposing the \$2.50 **“Mavis tire recycling charge”** on the final bill.

34. Despite this, it is a deliberate and knowing policy of Mavis to omit any reference to this additional charge in the written estimates presented to consumers before the work is performed.

D. What Happened to Plaintiff Illustrates All Three Uniform Policies

35. What happened to Plaintiff illustrates all three of the class-wide uniform policies challenged herein.

36. On April 22, 2021, Plaintiff obtained a written estimate from Defendant to purchase and install a new tire on his 2017 Ford F-150.

37. The April 22, 2021 written estimate given by Defendant to Plaintiff quoted a specific purchase price for the tire, stating that the **“PRICE”** of a **“BFGoodrich All-Terrain”** tire would be **“\$295.99.”** See Attachment B, Mavis written estimate to Plaintiff dated April 22, 2021.

38. That same April 22, 2021 written estimate given by Defendant to Plaintiff quoted a total price for the purchase and installation of the tire, stating **“Total: \$318.98.”** See Attachment B, Mavis written estimate to Plaintiff dated April 22, 2021.

39. Because Plaintiff's truck was a 2017, Defendant knew for a fact at the time Defendant prepared and gave Plaintiff the April 22, 2021 written estimate that his truck had a TPMS system.

40. Defendant also knew at the time Defendant prepared and gave Plaintiff the April 22, 2021 written estimate that Defendant employed a uniform policy of servicing the TPMS system when it replaced a tire and a policy of imposing a \$4.99 charge for a **"TPMS Service Kit"** on Defendant's final bill for replacing a tire.

41. Despite this, the April 22, 2021 written estimate given by Defendant to Plaintiff did not mention TPMS, or include any charge for servicing the TPMS system on Plaintiff's truck. See Attachment B, Mavis written estimate to Plaintiff dated April 22, 2021.

42. That April 22, 2021 written estimate by Defendant also did not mention or include any **"Mavis tire recycling charge"** or any other charge or fee for recycling or disposal. See Attachment B, Mavis written estimate to Plaintiff dated April 22, 2021.

43. Pursuant to Defendant's uniform policy, Defendant never supplemented or revised the amounts quoted in Defendant's written estimate before the work was done.

44. Nor did Defendant ever ask Plaintiff to consent to any additional work, parts or charges before the work was performed.

45. Nor did Defendant ask Plaintiff to sign or execute any waiver of any of his rights before the work was performed.

46. The work on Plaintiff's truck was performed on April 25, 2021. See Attachment A, Mavis final bill to Plaintiff dated April 28, 2021.

47. Three days after the work was performed by Defendant, Defendant presented Plaintiff with a final bill/invoice dated April 28, 2021 for **"\$349.76"** dollars (i.e., \$30 more than

the “**\$318.98**” total price quoted in the April 22, 2021 written estimate). See Attachments A and B.

48. That same Mavis final bill dated April 28, 2021 charged Plaintiff “**299.99**” dollars for the purchase of the “**Bfg All-Terrain**” tire (i.e., \$4 more than the “**\$295.99**” purchase price of the same tire promised in Defendant’s April 22, 2021 written estimate). See Attachments A and B.

49. That same Mavis final bill dated April 28, 2021 charged Plaintiff a “**4.99**” dollar charge for a “**TPMS Service Kit**”; a charge which was not listed or mentioned anywhere in Defendant’s April 22, 2021 written estimate. See Attachments A and B.

50. That same Mavis final bill dated April 28, 2021 charged Plaintiff a “**2.50**” dollar “**Mavis tire recycling charge**”; a charge which also was not listed or contained anywhere in Defendant’s April 22, 2021 written estimate. See Attachments A and B.

51. Pursuant to Defendant’s uniform policy, Defendant presented this final bill to Plaintiff when he came to pick up his truck and asked him to sign it, after the work had already been completed.

52. Because Defendant still had custody of his vehicle, Plaintiff paid the April 28, 2021 Mavis final bill in full.

53. What happened to Plaintiff was not an accident or an oversight.

54. Rather, it was part of a knowing, intentional and unlawful scheme under which Defendant first promises to sell goods and services to consumers at a lower price listed in Mavis’ written estimate, and then charges a higher price on the final bill for those goods and services; with Defendant also adding in previously undisclosed and unauthorized additional charges for previously undisclosed and unauthorized services on that final bill, after the work has already

been performed.

55. Defendant's uniform policies as described herein are each unlawful.

56. The plain text of N.J.S.A. § 56:8-2 makes it a CFA violation for Defendant, as a seller who offers any type of services or goods for sale to the general public, to make affirmative statements to consumers which are false, deceptive, or misleading, to make false promises to consumers, to knowingly omit relevant information (such as information about the true prices charged), or to commit any unconscionable commercial practice in the sale of such services and goods. See N.J.S.A. § 56:8-2:

“The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice.”

57. As outlined previously herein, Defendants' three uniform policies all involve either Defendant making false, misleading or deceptive affirmative written statements, false promises and/or knowing omissions relating to what is a material term in any purchase of goods or services: the price to be charged.

58. Moreover, each of the uniform policies alleged herein is also a sharp and unconscionable commercial practice within the meaning of N.J.S.A. § 56:8-2. Put simply, it is an unfair, sharp and unethical business practice to unilaterally raise the prices promised by the seller in a prior written estimate, or to impose additional charges not listed in that prior estimate at the time the seller presents its final bill, without securing the prior consent of the consumer before the work is done.

59. In addition, the plain language of N.J.S.A. § 56:8-2.2 makes it a CFA violation for a seller to engage in a scheme in which the seller advertises a lower “fake” price to the consumer, when the seller actually intends to charge a higher price, with the statute stating: **“The advertisement of merchandise as part of a plan or scheme not to sell the item or service so advertised or not to sell the same at the advertised price is an unlawful practice and a violation of the act to which this act is a supplement.”**

60. All of the three uniform policies alleged herein are part of such an alleged scheme by Defendant not to sell the goods and services at the lower prices which Defendant “advertises” to consumers in the written estimates Defendant gives to consumers before the work is done.

61. Moreover, at least some of the services sold by Defendant – such as installation of a **“TPMS Service Kit”** – are covered by N.J.A.C. § 13:45A-26C.2(a)(6), which prohibits:

“Charging the customer for work done or parts supplied in excess of any estimated price given, without the oral or written consent of the customer, which shall be obtained after it is determined that the estimated price is insufficient and before the work not estimated is done or the parts not estimated are supplied. If such consent is oral, the dealer shall make a notation on the repair order and on the invoice of the date, time, name of person authorizing the additional repairs and the telephone number called, if any, together with a specification of the additional parts and labor and the total additional cost.” (emphasis added)

62. Taken together, N.J.A.C. § 13:45A-26C.2(a)(3) and N.J.A.C. § 13:45A-26C.2(a)(6) require that before any auto repair begins, the customer must first either be given: an estimate that describes the specific fee for each service or the customer must execute a written waiver of that right. One of these things must happen before – not after – the work is done or the regulation is violated.

63. Defendant’s uniform policy of imposing a \$4.99 charge for a **“TPMS Service Kit”** on its final bills violates these regulations. Defendant omits any mention of the \$4.99

charge for a **“TPMS Service Kit”** in the written estimates it gives to customers. Nor does Defendant give the customer any other estimate or writing listing this charge before the work begins. Nor does Defendant obtain – or even seek – any purported waiver from the consumer of the right to such an estimate before the work begins.

64. Rather, the first time the customer receives any notice from the Defendant that Defendant will impose a \$4.99 charge for a **“TPMS Service Kit”** is in Defendant’s final bill, which is not presented to the customer until after the work has already been performed.

65. This practice clearly violates N.J.A.C. § 13:45A-26C.2(a)(3)(i)(1) and N.J.A.C. § 13:45A-26C.2(a)(3)(i)(5), as well as N.J.A.C. § 13:45A-26C.2(a)(6) (which prohibits **“Charging the customer for work done or parts supplied in excess of any estimated price given, without the oral or written consent of the customer, which shall be obtained after it is determined that the estimated price is insufficient and before the work not estimated is done ...”**) (emphasis added).

CLASS ACTION ALLEGATIONS

66. Plaintiff brings this action as a class action pursuant to R. 4:32 under New Jersey state law on behalf of himself and all members of the following proposed class (hereafter the **“Main 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 a written estimate before work began.

67. Plaintiff also brings this action as a class action pursuant to R. 4:32 under New Jersey state law on behalf of himself and all members of the following proposed sub-class (hereafter the **“Tire Purchase Price Sub-Class”**):

All persons who purchased a tire at a Mavis Discount Tire store in New Jersey between May 24, 2015 and the present who were charged a higher purchase price for that tire on the final bill than the tire purchase price listed in the written estimate Defendant gave to the consumer.

68. Plaintiff also brings this action as a class action pursuant to R. 4:32 under New Jersey state law on behalf of himself and all members of the following proposed sub-class (hereafter the “TPMS Sub-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 a written estimate before work began and who were later billed for a “TPMS Service Kit” on the final Mavis bill.

69. Plaintiff also brings this action as a class action pursuant to R. 4:32 under New Jersey state law on behalf of himself and all members of the following proposed sub-class (hereafter the “Recycling Charge Sub-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 a written estimate before work began and who were later billed for a “Mavis tire recycling charge” on the final Mavis bill.

70. The members of the class are so numerous that joinder of all members would be impracticable. While Plaintiff does not currently know the exact number of class members, it is clear that the number is over 1,000 and less than 10,000 persons. Because the class is defined as those to whom Defendant gave specific form documents, the identities of all class members are contained in Defendant’s records and are fully ascertainable.

71. All claims in this action arise exclusively from the uniform policies of Defendant as alleged herein and involve numerous common questions of law and fact.

72. These common questions include, but are not limited to, the following:

- a. Whether each alleged uniform policy of Defendant as alleged herein exists;
- b. Whether Defendant is legally barred from promising a lower purchase price for a tire in its written estimate to a consumer and then charging the consumer a higher purchase price for that tire in Defendant's final bill;
- c. Whether Defendant is obligated under New Jersey law to list and include the \$4.99 fee for the **"TPMS Service Kit"** in the written estimate given to purchasers of tire replacement services before the work is performed;
- d. Whether Defendant is legally obligated under New Jersey law to list and include the \$2.50 fee for the **"Mavis tire recycling charge"** in the written estimate given to class members who purchase tire replacement services before the work is performed;
- e. Whether each of Defendant's three uniform policies as described herein constitutes an unconscionable commercial practice in the sale of goods or services and/or any other violation of the Consumer Fraud Act;
- f. Whether the written estimates and bills given by Defendant to Plaintiff and the class are consumer "contracts" "notices" and/or "signs" within the meaning of N.J.S.A. § 56:12-15 of the Truth in Consumer Contract, Warranty and Notice Act;
- g. Whether through the uniform policies alleged herein, Defendant has violated N.J.S.A. § 56:12-15 of the Truth in Consumer Contract, Warranty and Notice Act by offering, displaying and presenting written consumer contracts, notices and signs to Plaintiff and the class which contained provisions that violated their clearly established legal rights under state law;
- h. Whether an implied or express contract under New Jersey law existed

between Defendant and Plaintiff and the class regarding the purchase of goods and services;

i. Whether Defendant's uniform policies as described herein constituted a breach of the implied contract under New Jersey law existed between Defendant and Plaintiff and the class;

j. Whether Defendant's uniform policy as described herein violated the implied covenant of good faith and fair dealing in Defendant's contract with Plaintiff and the class;

k. Whether Defendant's uniform policy as described herein constitutes unjust enrichment under New Jersey law; and

l. Whether Plaintiff and the class are entitled to an order for injunctive relief enjoining Defendant from engaging in the three policies alleged herein.

73. Plaintiff, like all class members, is a member of the class he seeks to represent in that he, like all class members, was subjected to the three policies alleged herein.

74. The claims of Plaintiff and the class all arise from the same three uniform policies employed by Defendant and are based on the same legal theories.

75. Plaintiff will thoroughly and adequately protect the interests of the class. Plaintiff seeks the same relief for himself as for every other class member. Plaintiff has no interests antagonistic to class members' interests and is committed to representing the best interests of the class. Moreover, Plaintiff has retained counsel who are highly experienced in prosecuting complex class actions and consumer protection cases.

76. A class action is superior to all other available methods for fairly and efficiently adjudicating this controversy. This class action involves unlawful, unauthorized and undisclosed charges totaling less than \$40 per person. Thus, each Class member's interests are small

compared to the burden and expense required to litigate each of his or her claims individually, so it would be impractical and would not make economic sense for class members to seek individual redress for Defendant's conduct.

77. Moreover, individual litigation would add administrative burden on the courts, increasing the delay and expense to all parties and to the judicial system.

78. Further, individual litigation would also create the potential for inconsistent or contradictory judgments regarding the same uniform conduct. A single adjudication would create economies of scale and comprehensive supervision by a single judge.

79. There should be no difficulties in managing a class action in this case.

80. By its conduct and omissions alleged herein, Mavis has acted and refused to act on grounds that apply generally to the class, such that final injunctive relief and/or declaratory relief is appropriate respecting the class as a whole.

81. Without the proposed class action, Defendant will retain the benefits of its wrongdoing and will continue the complained-of practices, which will result in further damages to Plaintiff and the class.

COUNT I

VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT N.J.S.A. § 56:8-1, et seq.

82. Plaintiff incorporates by reference all previous paragraphs of this Complaint as if fully set forth herein.

83. The CFA applies to the sale of any type of goods or services which are offered for sale to the general public.

84. The CFA was enacted to protect consumers against sharp and unconscionable commercial practices by persons engaged in the sale of such goods or services. See Marascio v.

Campanella, 689 A.2d 852, 857 (App. Div. 1997) (“**The CFA is a remedial statute which the New Jersey Supreme Court has repeatedly held must be construed liberally in favor of the consumer to accomplish its deterrent and protective purposes.**”).

85. “**The available legislative history demonstrates that the [CFA] was intended to be one of the strongest consumer protection laws in the nation.**” New Mea Const. Corp. v. Harper, 497 A.2d 534, 543 (App. Div. 1985).

86. For this reason, the “**history of the [CFA] is one of constant expansion of consumer protection.**” Kavky v. Herbalife Int’l of Am., 820 A.2d 677, 681-82 (App. Div. 2003).

87. The CFA was intended to protect consumers “**by eliminating sharp practices and dealings in the marketing of merchandise and real estate.**” Lemelledo v. Beneficial Mgmt. Corp., 696 A.2d 546, 550 (N.J. 1997).

88. Specifically, N.J.S.A. § 56:8-2 prohibits “unlawful practices,” which are defined as:

“The act, use or employment of any unconscionable commercial practice, deception, fraud, false pretense, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission whether or not any person has in fact been misled, deceived or damaged thereby.”

89. The catch-all term “**unconscionable commercial practice**” was added to the CFA by amendment in 1971 to ensure that the CFA covered, inter alia, “**incomplete disclosures.**” Skeer v. EMK Motors, Inc., 455 A.2d 508, 512 (App. Div. 1982). In describing what constitutes an “**unconscionable commercial practice,**” the New Jersey Supreme Court has noted that it is an amorphous concept designed to establish a broad business ethic. See Cox v. Sears Roebuck & Co., 647 A.2d 454, 462 (N.J. 1994).

90. The CFA does not require that an affirmative statement be literally false in order to be considered deceptive and misleading under the CFA. Even a statement which is literally true can be misleading and deceptive in violation of the CFA. See Smajlaj v. Campbell Soup Co., 782 F. Supp. 2d 84, 98 (D.N.J. 2011) (upholding a CFA claim where the defendant argued its written statement was literally true, holding **“the fact that the labels were literally true does not mean they cannot be misleading to the average consumer.”**).

91. Nor does the CFA require that the merchant be aware of the falsity of the statement or that the merchant act with an intent to deceive in order to violate the CFA. See Gennari v. Weichert Co. Realtors, 691 A.2d 350, 365 (1997) (**“One who makes an affirmative misrepresentation is liable even in the absence of knowledge of the falsity of the misrepresentation, negligence, or the intent to deceive... An intent to deceive is not a prerequisite to the imposition of liability.”**).

92. Nor is it a defense to a CFA claim that the merchant acted in good faith. See Cox v. Sears Roebuck & Co., 647 A.2d 454, 461 (N.J. 1994) (**“the Act [CFA] is designed to protect the public even when a merchant acts in good faith.”**).

93. In order to state a cause of action under the CFA, a plaintiff does not need to show or allege reliance by the consumer. See Dugan v. TGI Fridays, Inc., 171 A.3d 620, 637 (2017) (**“N.J.S.A. 56:8-19's causation element—the requirement that plaintiff prove that he or she suffered an ascertainable loss ‘as a result of’ the defendant's unlawful ‘method, act or practice’—is ‘not the equivalent of reliance.’”**); Gennari v. Weichert Co. Realtors, 691 A.2d 350, 366 (1997) (**“Weichert’s liability, however, arises from the [Consumer Fraud] Act, which does not require proof of reliance. Weichert is liable for misrepresentations whether ‘any person has in fact been misled, deceived or damaged thereby.’”**).

94. Rather, the CFA merely requires a causal nexus between the unlawful practice and the loss, not actual reliance. See Lee v. Carter-Reed Co., L.L.C., 4 A.3d 561, 580 (2010) (“**It bears repeating that the [CFA] does not require proof of reliance, but only a causal connection between the unlawful practice and ascertainable loss.**”).

95. The goods and services sold by Defendant to the class were of a type which were offered for sale to the general public and thus they were merchandise within the meaning of the CFA. See N.J.S.A. § 56:8-1(c) (defining the term “**merchandise**” broadly as “**any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale.**”).

96. By the acts alleged herein, Defendant has committed the following violations of the plain text of N.J.S.A. § 56: 8-2 of the CFA because:

- a. Defendant’s written estimates to Plaintiff and the class contained affirmative statements which were false, deceptive and/or misleading (as alleged in detail herein);
- b. Defendant made knowing material omissions in the written estimates Defendant gave to Plaintiff and the class which related to a material term in any sales transaction: the price of the goods and services (as alleged in detail herein);
- c. Defendant made false promises as described herein in the written estimates Defendant gave to Plaintiff and the class (as alleged in detail herein); and
- d. Each of Defendant’s three uniform policies described herein constitutes a sharp and unconscionable commercial practice in the sale of goods (as alleged in detail herein).

97. In addition, Defendant has also violated N.J.S.A. § 56:8-2.2 of the CFA because, as alleged in detail herein, Defendant has engaged in a scheme in which Defendant gives written estimates to Plaintiff and the class which advertise and promise to sell goods and services at a lower price, when Defendant is fully aware that Defendant will not sell at that advertised lower

price and instead that Defendant will charge more than the promised lower prices on Defendant's final bill.

98. Further, Defendant's uniform policy of placing an unauthorized and previously undisclosed charge of \$4.99 for a **"TPMS Service Kit"** on Defendant's final bill, after the work has already been completed, violates CFA regulations such as N.J.A.C. § 13:45A-26C.2(a)(6), which prohibits: **"Charging the customer for work done or parts supplied in excess of any estimated price given, without the oral or written consent of the customer..."**).

99. This conduct also violates N.J.A.C. § 13:45A-26C.2(a)(3)(i)(1), N.J.A.C. § 13:45A-26C.2(a)(3)(i)(5) and N.J.A.C. § 13:45A-26C.2(a)(6) because these regulations require Defendant to either disclose the \$4.99 charge for a **"TPMS Service Kit"** to the consumer in an estimate before the work is completed, or to obtain a waiver from the consumer of their right to an estimate disclosing this charge, before the work actually begins. Yet, as outlined in detail herein, Defendant does not disclose the \$4.99 charge for a **"TPMS Service Kit"** to the consumer in any way, and does not obtain any purported waiver, until after the work has already been completed and Defendant presents its final bill to the consumer.

100. As a result of all of these unlawful practices in violation of the CFA, Plaintiff and the class have suffered an ascertainable loss within the meaning of the CFA, because, inter alia, Plaintiff and the class were deprived of the full benefit of the purported bargain relating to the purchase of goods and services which was promised by Defendant in its written estimates and Plaintiff and the class were forced to pay higher prices for those goods and services than what Defendant previously promised in writing.

101. In the case of Plaintiff, he was promised in writing by Defendant in its April 21, 2021 written estimate that the purchase **"PRICE"** of a **"BFGoodrich All-Terrain"** tire would

be “\$295.99” and yet Defendant’s final bill dated April 28, 2021 charged Plaintiff “299.99” dollars for that same “Bfg All-Terrain” tire. Plaintiff was also promised an overall price for a tire replacement of “\$318.98” in writing by Defendant in its April 21, 2021 written estimate and yet Defendant charged him an overall price of “349.76” dollars on Defendant’s final bill dated April 28, 2021. As such, Plaintiff suffered an ascertainable loss as measured by the benefit of the bargain method because he was forced to pay more than the prices Defendant promised he would pay in Defendant’s April 22, 2021 written estimate.

102. There is a causal nexus between the losses suffered by Plaintiff and the class and the unlawful practices committed by Defendant. Indeed, these losses were caused entirely by Defendant’s false, deceptive and/or misleading affirmative statements, Defendant’s knowing omissions, and Defendant’s unconscionable commercial practices (i.e., the three uniform policies) as described in detail herein. But for Defendant’s false, deceptive and/or misleading affirmative statements, false promises, knowing omissions, and the three alleged unconscionable commercial practices described in detail herein, the losses suffered by Plaintiff and the class would not exist.

103. Pursuant to N.J.S.A. § 56:8-19, Plaintiff seeks for himself and the class actual damages, treble damages, and injunctive relief to enjoin the three uniform policies challenged herein.

COUNT II

VIOLATION OF THE NEW JERSEY TRUTH IN CONSUMER CONTRACT, WARRANTY AND NOTICE ACT, N.J.S.A. § 56:12-14, et seq.

104. Plaintiff incorporates by reference all previous paragraphs of this complaint as if fully set forth herein.

105. The written estimate and bills provided by Defendant to Plaintiff and the class are

consumer “contracts”, “notices,” and/or “signs” within the meaning of N.J.S.A. § 56:12-15.

106. By the acts alleged herein, Defendant has violated N.J.S.A. § 56:12-15 because, in the course of Defendant’s business, Defendant has offered, displayed and presented written consumer contracts, notices and signs to Plaintiff and the class which violated their clearly established legal rights under state law, within the meaning of N.J.S.A. § 56:12-15.

107. The clearly established rights of Plaintiff and the class under state law include the statutory right not to be subjected to unconscionable commercial practices and false, misleading or deceptive written affirmative statements in the sale of goods or services, as established by N.J.S.A. § 56:8-2 of the CFA.

108. The clearly established rights of Plaintiff and the class under state law also include the statutory right not to be subjected to a scheme in which a seller promises a consumer will pay a lower “fake” price for goods or services when the seller actually intends to charge a higher price, as established by N.J.S.A. § 56:8-2.2 of the CFA.

109. The clearly established rights of Plaintiffs and the class also include the right of the consumer embodied in N.J.A.C. § 13:45A-26C.2(a)(3)(i)(1), N.J.A.C. § 13:45A-26C.2(a)(3)(i)(5) and N.J.A.C. § 13:45A-26C.2(a)(6) to not be billed for any auto repair unless a) the consumer has been given an estimate listing the charge for that repair before the repair commences or b) the customer has executed a waiver of the right to that estimate before the repair work commences.

110. Plaintiff and each class member are aggrieved consumers for the reasons set forth herein, and specifically because, inter alia, they were deprived of the full benefit of the bargain promised by Defendant in writing, they were forced by Defendant’s violations of their rights to pay more money to Defendant than what Defendant promised in writing they would pay, and

they were charged unauthorized, undisclosed and unlawful charges as described herein.

111. Pursuant to N.J.S.A. § 56:12-17, Plaintiff seeks a statutory penalty of \$100 for each class member, as well as actual damages and attorneys' fees and costs. See N.J.S.A. § 56:12-17, providing that a seller who violates the TCCWNA: **"shall be liable to the aggrieved consumer for a civil penalty of not less than \$100.00 or for actual damages, or both at the election of the consumer, together with reasonable attorney's fees and court costs."** See also United Consumer Fin. Servs. Co. v. Carbo, 410 N.J. Super. 280, 310 (App. Div. 2009), affirming the trial judge's decision to award the \$100 statutory penalty to each class member under N.J.S.A. § 56:12-17 of TCCWNA, stating:

"[T]he \$100 civil penalty is not unreasonably disproportionate when viewed in that context, whether it is considered with respect to an individual consumer or the 16,845 consumers whose contracts included the prohibited fee. We note that when assessing the constitutional reasonableness of punitive damage awards, courts are directed to consider and give "substantial deference" to judgments made by the Legislature in fixing civil penalties. Nothing about the facts of this case or the numerosity of this class warrants a more searching evaluation of the reasonableness of awarding the civil penalty selected by the Legislature to each member of this class." (citation omitted)

COUNT III

BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

112. Plaintiff incorporates by reference all previous paragraphs of this complaint as if fully set forth herein.

113. An express or implied contract existed under New Jersey law between Defendant and Plaintiff and the class for the sale of goods and services at a specified price.

114. The price terms contained in the written estimates given to Plaintiff and the class by Defendant either were that contract or were part of that contract.

115. By operation of New Jersey law, that contract contained an implied covenant of

good faith and fair dealing.

116. By the conduct alleged herein, Defendant has violated the covenant of good faith and fair dealing.

117. Plaintiff and the class sustained damages as a result of Defendant's breaches of the covenant of good faith and fair dealing.

COUNT IV

ALTERNATIVE CLAIM UNDER UNJUST ENRICHMENT

118. Plaintiff incorporates by reference all previous paragraphs of this complaint as if set forth fully herein.

119. Alternatively, if it is found that there was no contract between Defendant and Plaintiff and the class, Defendant has been unjustly enriched by the conduct alleged.

120. By the conduct alleged herein, Defendant has solicited and received a benefit from Plaintiff and the class in the form of unauthorized, undisclosed and unlawful fees, under circumstances which are illegal and unjust.

121. Equity and justice demand that Defendant be required to disgorge itself of that benefit and that this benefit be returned to Plaintiff and the class.

PRAYER FOR RELIEF

WHEREFORE, on behalf of themselves and the proposed class, Plaintiff requests that the Court order relief and enter judgment against Defendant as follows:

A. Declare this action to be a proper class action, certify the proposed class, and appoint Plaintiff and his counsel to represent the class;

B. Declare that Defendant's policies alleged herein are in violation of the New Jersey laws cited above;

- C. Declare that Defendant's policies are deceptive and unlawful under New Jersey law;
- D. Enjoin Defendant from engaging in the three uniform policies alleged herein;
- E. Retain jurisdiction to monitor Defendant's compliance with the injunctive relief;
- F. Grant compensatory damages, treble damages, and statutory damages on behalf of Plaintiff and all members of the class, to the maximum extent permitted by applicable law;
- G. Grant reasonable attorneys' fees and reimbursement all costs incurred in the prosecution of this action; and
- H. Grant such other relief as this Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues so triable.

Dated: March 23, 2022

DeNITTIS OSEFCHEN PRINCE, P.C.



BY: _____

Stephen P. DeNittis (SD-0016)
525 Route 73 North, Suite 410
Marlton, New Jersey 08053
(856) 797-9951
sdenittis@denittislaw.com

Attorneys for Plaintiff and the Proposed Class

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding. There are no other parties known to Plaintiff at this time who should be joined in this action.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Stephen DeNittis is designated as trial counsel on this complaint.

Dated: March 23, 2022

DeNITTIS OSEFCHEN PRINCE, P.C.



BY: _____

Stephen P. DeNittis (SD-0016)
525 Route 73 North, Suite 410
Marlton, New Jersey 08053
(856) 797-9951
sdenittis@denittislaw.com

Attorneys for Plaintiff and the Proposed Class

Attachment A

MAVIS DISCOUNT TIRE**AMERICA'S TIRE DISCOUNTER**

If you are not 100% satisfied with the service you have received, please call 1-800-757-4291

Mavis Tire - Collins Road
 9 Collins Road,
 Maple Shade NJ 08052, NJ 08052
 Phone: (856) 661-7502

0335 00011452 00006679

SOLD TO: BRATTON, CHARLES

1/0335
SEND TO:

E-mail: [REDACTED]

CUST. P.O.#	MAKE/MODEL	TAG	MILEAGE	TELEPHONE	RTE.	SLM	SHIP VIA	ORDER #	PG.	REMARKS
Src:0009673471	17 FORD F-150	[REDACTED]	In: 55097 NJ Out: 59097	[REDACTED]	0	000084		00011452	1	
INVOICE DATE	INVOICE NUMBER	PREVIOUS SHIPPED INVOICE NUMBER	TERMS		0335-0009673471 Opened by Operator # 999997 04/28/21 16:34:35 3352					
04/28/2021	00006679		CASH SALE							
STOCK NUMBER	SIZE	DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY PREV SHIP	UNIT PRICE	T	F.E.T.	EXTENSION	
2017 FORD	F-150	4 Dr Extended Cab Pickup, 6 Ft Bed 4WD Raptor								
58424	LT315/70R17	Bfg All-Terrain T/A KO2			1	299.99	65	0.00	299.99	
217	17" RIM	COMPUTER BALANCE PACKAGE			1	18.99	65	0.00	18.99	
		TEST TPMS SYSTEM & BATTERIES								
		RESERVATION DATE: 4/25/2021								
		RESERVATION TIME: 9:00:00 AM								
20013	TPMS	TPMS SERVICE KIT			1	4.99	65	0.00	4.99	
DEKB	CUSTOMER	DECLINES BRAKE INSPECTION			1	0.00	65	0.00	0.00	
1 DOT Numbers: BE-BM-A711-1220										
SUPPLIES		Misc. shop supplies			1	0.15	65	0.00	0.15	
305		Mavis tire recycling charge			1	2.50	65	0.00	2.50	
METHOD OF PAYMENT: Mastercard/Visa 349.76 CHANGE: .00										
CONTINUED										

WARNING: Lug nuts/bolts must be checked and retorqued immediately after the first 25 miles of use. Please return to Mavis immediately after 25 miles of your service so that we can check and retorque your lug nuts/bolts.

I hereby authorize the repair work set forth to be done along with the necessary material & agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you & your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection at my risk. An ex-press Mechanics Lien is hereby acknowledged on said vehicle to secure the amount of repairs thereto. I hereby waive my rights to a written estimate of the extent nature & cost of the service to be provided. Liability will not hold you responsible for fees on rental cars. Any warranties on the products sold hereby are those made by the manufacturers. The seller hereby expressly disclaims all warranties either expressed or implied warranty of fitness for a particular purpose & neither assumes any person to assume for it any liability in connection with the sale of said product. These repairs are covered by a limited warranty-labor 30 days or 1,000 miles, whichever comes first by the dealer-parts, 90 days or 4,000 miles, whichever comes first by the manufacturer. The dealer hereby limits any implied warranties to the same period. I will not stop payment on any parts and/or labor.

X SIGNATURE

PARTS	LABOR	TAX%	TAXABLE AMOUNT	SALES TAX	F.E.T.	STATE WASTE TIRE FEE	INVOICE TOTAL
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MAVIS DISCOUNT TIRE**AMERICA'S TIRE DISCOUNTER**

If you are not 100% satisfied with the service you have received, please call 1-800-757-4291

Mavis Tire - Collins Road
 9 Collins Road,
 Maple Shade NJ 08052, NJ 08052
 Phone: (856) 661-7602

0335 00011452 00006679

SOLD TO: BRATTON, CHARLES

1/0335
SEND TO:

E-mail :

CUST. P.O.# Src:0009673471	MAKE/MODEL 17 FORD F-150	TAG [REDACTED]	MILEAGE In: 59097 /NJ Out: 59097	TELEPHONE [REDACTED]	RTE. 0	SLM 000084	SHIP VIA	ORDER # 00011452	PG. 2	REMARKS
INVOICE DATE 04/28/2021	INVOICE NUMBER 00006679	PREVIOUS SHIPPED INVOICE NUMBER	TERMS CASH SALE		0335-0009673471 Opened by Operator # 999997 04/28/21 16:34:35 3352					
STOCK NUMBER	SIZE	DESCRIPTION	QUANTITY			UNIT PRICE	T	F.E.T.	EXTENSION	
			ORDERED	SHIPPED	PREV SHIP					
NJS Waste Tire Fee \$1.50 per Tire In compliance with federal law, Mavis Tire is providing the tire purchaser's name and address and tire identification number to the manufacturer.										

WARNING: Lug nuts/bolts must be checked and retorqued immediately after the first 25 miles of use. Please return to Mavis immediately after 25 miles of your service so that we can check and retorque your lug nuts/bolts.

I hereby authorize the repair work set forth to be done along with the necessary material & agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you & your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection at my risk. An ex-press Mechanics Lien is hereby acknowledged on said vehicle to secure the amount of repairs thereto. I hereby waive my rights to a written estimate of the extent nature & cost of the service to be provided. Liability will not hold you responsible for fees on rental cars. Any warranties on the products sold hereby are those made by the manufacturers. The seller hereby expressly disclaims all warranties either expressed or implied warranty of fitness for a particular purpose & neither assumes any person to assume for it any liability in connection with the sale of said product. These repairs are covered: by a limited warranty-labor 30 days or 1,000 miles, whichever comes first by the dealer-parts, 90 days or 4,000 miles, whichever comes first by the manufacturer. The dealer hereby limits any implied warranties to the same period. I will not stop payment on any parts and/or labor.

X SIGNATURE

PARTS	299.99	LABOR	18.99	TAX	5.62	SALES TAX	4.54	F.E.T.	0.00	STATE WASTE TIRE FEE	1.50	INVOICE TOTAL	349.76
	7.54		0.00										

MAVIS TIRE 0335
9 COLLINS ROAD
MAPLE SHADE, NJ 08052

04/28/2021

16:34:29

CREDIT CARD

MC SALE

Card # XXXXXXXXXXXX
Chip Card: MASTERCARD
AID: A0000000041010
SEQ #: 8
Batch #: 534
INVOICE: 9
Approval Code: 02893P
Entry Method: Chip Read
Mode: Issuer

MAVIS DISCOUNT TIRE

AMERICA'S TIRE DISCOUNTER

If you are not 100% satisfied with the service you have received, please call 1-800-757-4291

Mavis Tire - Collins Road
9 Collins Road,
Maple Shade NJ 08052, NJ 08052
Phone: (856) 651-7502

0335 00011452 00006679

1/0335
SEND TO:

SALE AMOUNT \$349.76

E-mail: [REDACTED]

CUSTOMER COPY

TAG	MILEAGE	IN: 53097	TELEPHONE	RTE.	SLM	SHIP VIA	ORDER #	PG.	REMARKS
		INJ Det: 53097		0	000084		00011452	1	
EVIOUS SHIPPED INVOICE NUMBER		TERMS				0335-0009673471			
04/28/2021		CASH SALE				Opened by Operator # 999997 04/28/21 16:34:35 3352			
STOCK NUMBER	SIZE	DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY PREV SHIP	UNIT PRICE	T	F.E.T.	EXTENSION
2017 FORD	F-150 4 Dr	Extended Cab Pickup, 5 Ft Bed 4WD Raptor							
58424	LT315/70R17	3fg A11-Terrain T/A KD2			1	299.99	65	0.00	299.99
217	(17" RIM)	COMPUTER BALANCE PACKAGE			1	18.99	65	0.00	18.99
TEST TPMS SYSTEM & BATTERIES									
RESERVATION DATE: 4/25/2021									
RESERVATION TIME: 9:00:00 AM									
20013	TPMS	TPMS SERVICE KIT			1	4.99	65	0.00	4.99
DCRB	CUSTOMER	DECLINES BRAKE INSPECTION			1	0.00	65	0.00	0.00
1 DOT Number: BE-BM-A711-1220									
SUPPLIES		Misc. shop supplies			1	0.15	65	0.00	0.15
305		Mavis tire recycling charge			1	2.50	65	0.00	2.50
METHOD OF PAYMENT:									
Mastercard/Visa 349.76									
CHANGE: 1.00									
CONTINUED									

WARNING: Lug nuts/bolts must be checked and retorqued immediately after the first 25 miles of use. Please return to Mavis immediately after 25 miles of your service so that we can check and retorquer your lug nuts/bolts.

I hereby authorize the repair work set forth to be done along with the necessary material & agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you & your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection at my risk. An ex-press Mechanics Lien is hereby acknowledged on said vehicle to secure the amount of repairs thereto. I hereby waive my rights to a written estimate of the extent nature & cost of the service to be provided. Liability will not hold you responsible for fees on rental cars. Any warranties on the products sold hereby are those made by the manufacturers. The seller hereby expressly disclaims all warranties either expressed or implied warranty of fitness for a particular purpose & neither assumes any person to assume for it any liability in connection with the sale of said product. These repairs are covered: by a limited warranty-labor 30 days or 1,000 miles, whichever comes first by the dealer-parts, 90 days or 4,000 miles, whichever comes first by the manufacturer. The dealer hereby limits any implied warranties to the same period. I will not stop payment on any parts and/or labor.

X SIGNATURE

PARTS	LABOR	TAX%	TAXABLE AMOUNT	SALES TAX	F.E.T.	STATE WASTE TIRE FEE	INVOICE TOTAL
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Attachment B

5/3/2021

Gmail - We Received Your Reservation



Chris Bratton [REDACTED]

We Received Your Reservation

1 message

Mavis Discount Tire <weborders@mavistire.com>

Thu, Apr 22, 2021 at 6:40 PM

To: Charles Bratton [REDACTED]

Dear Charles Bratton,

Thank you for your reservation.

Please provide order # 11452 at the service location.

Location selected:

Mavis Discount Tire (Store 335)

9 Collins Rd.

Maple Shade NJ, 08052

Tel: 856-661-7600

Time

Sunday, April 25, 2021 at 09:00:00 AM

Click to view the details of your reservation

If you have any questions, please do not hesitate to contact us.

Thank you for being a MavisTire.com customer.

Best Regards,

Mavis Discount Tire

Reservation Details

Order Number : **11452**Reservation Date : **Sunday, April 25, 2021 at 9:00:00 AM****Your appointment is scheduled at:**Mavis Discount Tire (Store 335)9 Collins Rd.Maple Shade NJ, 08052Tel: 856-661-7600

Please bring your vehicle at the appointed time.

[Store map & directions](#)[Print this Page](#)

Qty	Description	Unit Price	Price
1	BFGoodrich All-Terrain T/A KO2 LT315/70R17 113S BK C 6 for 2017 Ford F-150 Raptor	\$295.99	\$295.99
1	Installation Center Overhead and Stocking Fee	\$4.00	\$4.00
1	Mount and High-Speed Computer Balance	\$18.99	\$18.99
Total:			\$318.98 (plus taxes)

*** SAVINGS \$5 OFF PRICE ***