

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

SEPTEMBER 2026

03390

E-Filing Number: 2609067015

PLAINTIFF'S NAME COMMONWEALTH OF PA BY ATTORNEY GENERAL DAVE SUNDAY		DEFENDANT'S NAME MAVIS TIRE SUPPLY LLC	
PLAINTIFF'S ADDRESS 1600 ARCH STREET, THIRD FLOOR PHILADELPHIA PA 19103		DEFENDANT'S ADDRESS 100 HILLSIDE AVENUE WHITE PLAINS NY 10603	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION ☐ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY ☐ \$50,000.00 or less ☐ More than \$50,000.00	COURT PROGRAMS ☐ Arbitration ☐ Mass Tort ☐ Commerce ☐ Settlement ☐ Jury ☐ Savings Action ☐ Minor Court Appeal ☐ Minors ☐ Non-Jury ☐ Petition ☐ Statutory Appeals ☐ W/D/Survival ☒ Other: JUDGMENTS		
CASE TYPE AND CODE AV - ASSURANCE VOLUNTARY COMPLIANCE			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
		FILED PRO PROTHY SEP 28 2026 S. RICE	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>COMMONWEALTH OF PA BY ATTORNEY GENERAL DAVE SUNDAY</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY JAMES S. WISE		ADDRESS 1600 ARCH ST 3RD FLOOR PHILADELPHIA PA 19103	
PHONE NUMBER (215) 560-3684	FAX NUMBER none entered		
SUPREME COURT IDENTIFICATION NO. 314913		E-MAIL ADDRESS jwise@attorneygeneral.gov	
SIGNATURE OF FILING ATTORNEY OR PARTY JAMES WISE		DATE SUBMITTED Monday, September 28, 2026, 10:18 am	

IN THE COURT OF COMMON PLEAS
OF PHILADELPHIA COUNTY



COMMONWEALTH OF PENNSYLVANIA,
by Attorney General
DAVID W. SUNDAY, JR.,

Petitioner,

v.

MAVIS TIRE SUPPLY LLC,

Respondent.

No. _____

CIVIL ACTION – EQUITY

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania by Attorney General David W. Sunday, Jr. (“Commonwealth”), which caused an investigation to be made into the business practices of Mavis Tire Supply LLC, doing business as Mavis Discount Tire (“Mavis” or “Respondent”), pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”), and states the following:

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr. with offices located at 1600 Arch Street, 3rd Floor, Philadelphia, Pennsylvania 19103;

WHEREAS, Respondent Mavis Tire Supply LLC, d/b/a Mavis Discount Tire, is a limited liability company organized under the laws of the state of Delaware with a principal place of business at 100 Hillside Avenue, White Plains, New York 10603;

BACKGROUND

WHEREAS, Respondent engaged in trade and commerce within the Commonwealth of Pennsylvania by evaluating, recommending and selling automobile repair and maintenance services and automobile replacement parts;

WHEREAS, the Commonwealth alleges the following:

1. Mavis sells automobile maintenance and repair services, as well as replacement parts, in Pennsylvania;
2. As part of the service process, Mavis's employees evaluate and recommend services to consumers;
3. In certain instances, Mavis employees advised consumers to authorize repairs and/or services, and accepted payment for such repairs and/or services, that were not reasonably necessary for the safe or proper operation of the consumers' vehicles;
4. In certain instances, Mavis employees advertised or represented to consumers that Mavis would provide vehicle repair and/or maintenance services with certain characteristics, benefits, or standards, and accepted payment for such repairs and/or services, when in fact it failed to meet the promised standard;
5. As a result, certain consumers paid Mavis for unnecessary services, paid for services that were not completed by Mavis, or paid for services that were not performed in a skilled and workmanlike manner;

WHEREAS, based upon its investigation, the Commonwealth alleges that Respondent has engaged in conduct described above, which violates the Consumer Protection Law and the

Pennsylvania Automotive Industry Trade Practices, 37 Pa. Code §§ 301.1, *et seq.* (the “Auto Regulations”), including but not limited to:

1. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have, in violation of 73 P.S. § 201-2(4)(v);
2. Advertising goods or services with intent not to sell them as advertised, in violation of 73 P.S. § 201-2(4)(ix);
3. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of 73 P.S. § 201-2(4)(xxi);
4. Making statements, directly or indirectly, which Respondent knew or should have known to be untrue or misleading, including that repairs are necessary or desirable or that repairs have been performed on a vehicle when such is not, in fact, true, in violation of 37 Pa. Code § 301.5(1)(i), (iii);
5. Failing to remedy promptly, at no charge to the customer, a repair or maintenance service performed by it on the consumer’s vehicle which was not performed in a skilled and workmanlike manner, provided that the consumer promptly complains or brings the matter to the attention of the repair shop, in violation of 37 Pa. Code § 301.5(7); and
6. Charging a consumer for repairs which have not actually been performed, in violation of 37 Pa. Code § 301.5(9);

WHEREAS, Mavis denies entirely the contentions of the Commonwealth and further denies that it has engaged in any unfair or deceptive acts or practices during the course of consumer transactions in trade or commerce pursuant to the Consumer Protection Law and/or the Auto Regulations. Mavis further contends that it maintains established operational standards and policies and, to the extent any of the above conduct took place as alleged, such conduct was carried out by employees who failed to follow Mavis's established policies. To avoid the time, uncertainty and expense of protracted litigation, Mavis hereby enters into this Assurance of Voluntary Compliance ("Assurance") to resolve this matter without the necessity of formal legal action and without admission of liability or wrongdoing for any purpose (73 P.S. § 201-5); and

WHEREAS, this Assurance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law, in lieu of commencing statutory proceedings under Section 201-4 of the Consumer Protection Law, 73 P.S. §§ 201-4 and 201-5.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondent agrees for itself, its successors, assigns, officers, partners, agents, representatives, employees, and all other persons acting on its behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

I. The Above Recitals are Incorporated Herein as Though Fully Set Forth.

II. Injunctive and Affirmative Relief

A. Respondent shall fully comply with any and all provisions of the Consumer Protection Law, including any amendments thereto, and is enjoined from any violation thereof, including:

1. representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, *see* 73 P.S. § 201-2(4)(v);
2. advertising goods or services with intent not to sell them as advertised, *see* 73 P.S. § 201-2(4)(ix); and
3. engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, *see* 73 P.S. § 201-2(4)(xxi).

B. Respondent shall fully comply with any and all provisions of the Auto Regulations, including any amendments thereto, and is enjoined from any violation thereof, including:

1. making statements, directly or indirectly, which Respondent knew or should have known to be untrue or misleading, including that repairs are necessary or desirable or that repairs have been performed on a vehicle when such is not, in fact, true, *see* 37 Pa. Code § 301.5(1)(i), (iii);
2. failing to remedy promptly, at no charge to the customer, a repair or maintenance service performed by it on the consumer's vehicle which was not performed in a skilled and workmanlike manner, provided that the consumer promptly complains or brings the matter to the attention of the repair shop, *see* 37 Pa. Code § 301.5(7); and
3. charging a consumer for repairs which have not actually been performed, *see* 37 Pa. Code § 301.5(9).

C. Respondent shall maintain measures reasonably necessary to oversee and train its employees, agents, representatives, and the like, and to monitor the performance of their duties

properly, so that they are compliant with this Assurance of Voluntary Compliance and all applicable laws and regulations including, but not limited to, the Consumer Protection Law and the Auto Regulations.

D. Respondent shall, for the next two (2) calendar years beginning on October 1, 2026, perform annual compliance assessments to ensure that the foregoing terms are adhered to, which compliance reports are to be forwarded to the Commonwealth within thirty (30) days of their completion.

E. In relation to the implementation of this Assurance, Respondent shall fully and timely cooperate with the Commonwealth's requests for any available customer information necessary to implement the terms of the Assurance of Voluntary Compliance, including invoicing and other billing information, consumer contact information, and information relating to the services allegedly provided by Respondent to the consumer.

III. Monetary Relief

A. Respondent shall be liable for and shall pay to the Commonwealth the amount of Two Hundred Fifteen Thousand Dollars (\$215,000.00) ("Required Payment") which shall be allocated as follows:

1. Restitution in the amount of One Hundred Ninety Thousand Dollars (\$190,000.00) pursuant to 73 P.S. § 201-4.1 of the Consumer Protection Law ("Restitution") to be distributed by the Commonwealth of Pennsylvania, Office of Attorney General for the benefit of consumers who have filed complaints with the Commonwealth against Respondent as of the date of the Assurance, who file a complaint within one hundred and twenty

(120) days thereafter, or who the Commonwealth otherwise determines is eligible for restitution.

- a. The amount, timing and manner of distribution of restitution shall be within the sole discretion of the Commonwealth.
- b. After the Commonwealth or its Settlement Administrator has completed the distribution of compensation, including making reasonable attempts to contact payees of uncashed checks and waiting a reasonable period not less than ninety (90) calendar days, all uncashed checks may be voided. Once such uncashed checks have been voided, any remaining funds in the restitution account (including any accrued interest) will be distributed to the Commonwealth to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

2. Costs of investigation in the amount of Twenty-Five Thousand Dollars (\$25,000) to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this action, and shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes.

B. Suspended Civil Penalties: Respondent also hereby acknowledges and agrees to the imposition of a civil penalty pursuant to Section 201-8(b) of the Consumer Protection Law, which

shall be suspended at this time, in the amount of One Hundred Thousand Dollars (\$100,000.00) (“Suspended Penalty”). The Suspended Penalty shall be suspended and shall not become due and payable unless and until a court of competent jurisdiction finds that the Respondent breached any one or more of the terms of this Assurance of Voluntary Compliance.

C. Payment Terms

1. Respondent shall pay the Required Payment of Two Hundred Fifteen Thousand Dollars (\$215,000.00) within three (3) days after Respondent executes this Assurance.
2. The Required Payment shall be made by wire transfer made payable to the Commonwealth of Pennsylvania, and delivered to James Wise, Senior Deputy Attorney General, Pennsylvania Office of Attorney General, Bureau of Consumer Protection, 1600 Arch Street, 3rd Floor, Philadelphia, PA 19103.

IV. Miscellaneous Terms

A. The Court of Common Pleas of Philadelphia County, Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance and over Respondent for the purpose of enforcing this Assurance.

B. Time shall be of the essence with regards to Respondent’s obligations hereunder.

C. Nothing in this Assurance shall be construed to waive or limit any right of action by any individual, person or entity, or by any local, state, federal or other governmental entity, except as expressly provided in this Assurance.

D. This Assurance shall not be construed or used as a waiver or limitation of any claim or defense that a consumer may have against Respondent in any other action, except that

Respondent may argue, to the extent permitted by law, that amounts otherwise recoverable in such actions might be set off by amounts remitted to consumers by the Commonwealth in connection with this Assurance. The Commonwealth will maintain records of all Restitution payments distributed to consumers and, if Respondent requests information regarding whether the Commonwealth paid Restitution to a given consumer, the Commonwealth will inform Respondent of the amount, if any, paid by the Commonwealth to said consumer.

E. Respondent further agrees to work cooperatively with the Commonwealth and use all reasonable efforts to execute and deliver all authorizations, documents and instruments that are necessary to carry out the terms and conditions of this Assurance, whether required prior to, contemporaneous with, or subsequent to the Effective Date, as defined herein.

F. Respondent certifies that its signatory to this Assurance is authorized to enter into and execute this Assurance on Respondent's behalf.

G. Respondent understands and agrees that if Respondent has intentionally made any false statement in or related to this Assurance that such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

H. Any failure of the Commonwealth to exercise any of its rights under this Assurance shall not constitute a waiver of its rights hereunder.

I. This Assurance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

J. This Assurance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Assurance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

K. If the Commonwealth believes that Respondent has defaulted on any of its obligations hereunder, the Commonwealth shall provide a "Default Notice" to Respondent identifying the actions that appear to constitute a default of any provision(s) of this Assurance, and shall provide Respondent ten (10) business days to explain why a default has not occurred. All such notices shall be sent to Respondent's internal legal and claims teams, Susanne Cairo, Senior Vice President, Legal, and Taina Espinosa, Director of Litigation Support and Risk Management, at scairo@mavis.com and tespinosa@mavis.com, respectively.

L. Respondent agrees by the signing of this Assurance that it shall abide by each of the aforementioned provisions and that the breach of any one of these terms, including but not limited to the payment terms, shall be sufficient warrant for the Commonwealth of Pennsylvania to petition the Court of Common Pleas of Philadelphia County, Pennsylvania, or any court of competent jurisdiction, to seek the penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

M. The "Effective Date" of this Assurance shall be the day it is filed with the Court.

N. If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance and the Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

O. Respondent shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondent's past or current business practices, efforts to improve its practices, or any future practices that Respondent may adopt or consider adopting.

P. The Parties' execution of this Assurance of Voluntary Compliance, along with the full and complete payment outlined above, finally and fully resolves the Petitioner's investigation into Respondent's conduct described herein.

WHEREFORE, the parties hereto, intending to be legally bound, have hereto set their hands and seals.

(SIGNATURES ON FOLLOWING PAGES)

For the Petitioner:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
Attorney General

Date: 9/25/26

James Wise

James Wise
Senior Deputy Attorney General
Attorney I.D. 314913
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
(215) 518-6788
jwise@attorneygeneral.gov
Attorney for Petitioner

For the Respondent:

Date: September 21, 2026

Susanne Cairo

Susanne Cairo
Senior Vice President, Legal
Mavis Tire Supply LLC d/b/a Mavis Discount
Tire
100 Hillside Avenue
White Plains, NY 10603
Attorney for Respondent