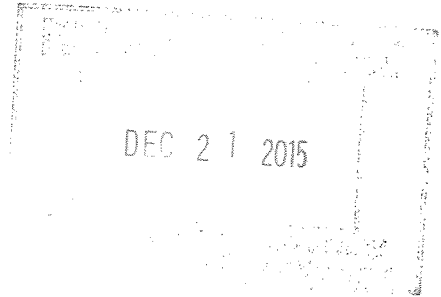


JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street- 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs

By: Russell M. Smith, Jr. (014202012)
Deputy Attorney General
[REDACTED]



SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, ESSEX COUNTY
DOCKET NO. _____

C-27745

JOHN J. HOFFMAN, Acting Attorney General of
the State of New Jersey, STEVE C. LEE, Acting
Director of the New Jersey Division of Consumer
Affairs, and DAVID FREED, Acting
Superintendent of the New Jersey State Office of
Weights and Measures,

Plaintiffs,

v.

PEP BOYS – MANNY, MOE & JACK OF
DELAWARE, INC.; JANE AND JOHN DOES 1-
10, individually and as owners, officers, directors,
founders, managers, agents, employees, and
representatives of PEP BOYS – MANNY, MOE &
JACK OF DELAWARE, INC.; and XYZ
CORPORATIONS 1-10,

Defendants.

Civil Action

COMPLAINT

Plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey
("Attorney General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New
Jersey, Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs

("Director"), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, and David Freed, Acting Superintendent of the New Jersey State Office of Weights and Measures ("Superintendent"), with offices located at 1261 Routes 1 & 9 South, Avenel, New Jersey, (collectively, "Plaintiffs"), by way of Complaint state:

PRELIMINARY STATEMENT

1. Frequently, consumers shop for automotive accessories and/or parts when there is a specific need for their motor vehicles to be repaired or serviced. Many automotive accessories and parts are manufactured by competing companies and often possess differing characteristics (e.g., motor oil and tires). Many consumers lack familiarity with such merchandise, and must rely on the representations of automotive parts retailers, among other things, as to the pricing of the merchandise. Accordingly, it is critically important that automotive parts retailers clearly and conspicuously post the selling price of merchandise, and that such merchandise is sold at the price listed at the point of display. Further, any retailer that provides automotive repairs in the State of New Jersey ("New Jersey" or "State") is required, among other things, to post a consumer notice as to the right to a written estimate for such repairs.

2. At all relevant times, Pep Boys – Manny, Moe & Jack of Delaware, Inc. ("Pep Boys" or "Defendant") has been engaged in the advertisement, offer for sale, and sale of automotive parts and accessories as well as the performance of automotive repairs in the State of New Jersey ("State" or "New Jersey"). As of January 31, 2015, Pep Boys operated 563 Supercenters, 237 Service & Tire centers and six (6) Pep Express stores in the United States, making it one of the largest automotive retail and repair stores in the nation. Based upon investigations by the New Jersey Division of Consumer Affairs ("Division"), Pep Boys: (a) sold

a variety of merchandise, through the use of scanners, at prices in excess of the price listed at the point of display; (b) failed to post the total selling price of merchandise; and (c) failed to post the required consumer notice regarding the right to written estimate for automotive repairs. As detailed below, such conduct is in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Weights and Measures Act, N.J.S.A. 51:1-1 et seq., and the Regulations Governing Automotive Repairs, N.J.A.C. 13:45A-26C.1 et seq. ("Automotive Repair Regulations").

PARTIES AND JURISDICTION

3. The Attorney General is charged with the responsibility of enforcing the CFA and all the regulations promulgated thereunder, N.J.A.C. 13:45A-1.1 et seq. ("CFA Regulations"), including the Automotive Repair Regulations. The Director is charged with the responsibility of administering the CFA and the CFA Regulations on behalf of the Attorney General.

4. The Superintendent is charged with the responsibility of enforcing the Weights and Measures Act, and all the regulations promulgated thereunder, N.J.A.C. 13:47B-1.1 et seq., and N.J.A.C. 13:47K1.1 et seq. ("Weights and Measures Regulations").

5. By this action, Plaintiffs seek injunctive relief and other relief for violations of the CFA, the Automotive Repair Regulations and/or the Weights and Measures Act. Plaintiffs bring this action pursuant to their authority under the CFA and the Weights and Measures Act, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13, 56:8-19, and 51:1-103.

6. Venue is proper in Essex County, pursuant to R. 4:3-2, because it is a county in which Pep Boys has maintained a business address and/or otherwise conducted business.

7. Pep Boys is a Delaware corporation established on January 5, 1995. At all relevant times, Pep Boys has maintained a principal place of business at 3111 West Allegheny Avenue, Philadelphia, Pennsylvania 19132.

8. John and Jane Does 1 through 10 are fictitious individuals meant to represent the agents, servants, employees, and/or representatives of Pep Boys who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

9. XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional business entities who have been involved in the conduct that gives rise to the Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

A. Advertisement and Retail Sale of Merchandise:

10. Upon information and belief, as of January 31, 2015, Pep Boys operated at least forty-three (43) retail stores in New Jersey ("Pep Boys Stores").

11. At all relevant times, the Pep Boys Stores offer for sale a wide assortment of merchandise and services including, but not limited to, automotive parts and accessories and motor vehicle repairs.

12. Upon information and belief, Pep Boys advertises and offers merchandise and services for sale to consumers in New Jersey through various media including television commercials, newspaper advertisements, advertising circulars and its own website (www.pepboys.com) among others.

B. Plaintiffs' Inspections at Pep Boys Stores:

13. Since April 2007, Pep Boys has been found to have committed at least eighty-six (86) separate violations of the Weights and Measures Act, specifically N.J.S.A. 51:1-97(a)(4), in connection with merchandise offered for sale at Pep Boys Stores that scanned at a price in excess of the price posted at the point of display.

14. During the period of March 4, 2014 through March 4, 2015, several Pep Boys Stores, namely Store #0267 in Union and Store #1071 in Roselle, were found to have violated N.J.S.A. 51:1-97(a)(4), by offering merchandise for sale that scanned at a price in excess of the price posted at the point of display.

15. During the period of January 21, 2015 through March 4, 2015, the New Jersey Division of Consumer Affairs ("Division"), through its Office of Weights and Measures and Office of Consumer Protection, conducted inspections at the following five (5) Pep Boys Stores:

Store #	Street	City	State
0171	575 Route 18	East Brunswick	New Jersey
0267	2525 Route 22 West	Union	New Jersey
1071	711 East First Ave.	Roselle	New Jersey
1612	523 Bloomfield Ave.	Caldwell	New Jersey
1634	15 Pompton Ave.	Verona	New Jersey

16. During the period of January 21, 2015 through March 4, 2015, Pep Boys offered for retail sale at the above-referenced Pep Boys Stores a wide assortment of automotive parts and accessories including, but not limited to, tires, car covers, motor oil, leather cleaner and conditioner, windshield wash solvent and wax.

17. During the period of January 21, 2015 through March 4, 2015, Pep Boys performed automotive repairs at the above-referenced Pep Boys Stores.

COUNT I

**VIOLATION OF THE CFA BY DEFENDANT
(UNCONSCIONABLE COMMERCIAL PRACTICES,
FALSE PROMISES AND MISREPRESENTATIONS;
SALE OF MERCHANDISE AT PRICE IN EXCESS OF POSTED PRICE)**

18. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 17 above as if more fully set forth herein.

19. The CFA, N.J.S.A. 56:8-2, prohibits:

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...

20. The CFA defines "merchandise" as including "any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale." N.J.S.A. 56:8-1(c).

21. At all relevant times, Defendant has been engaged in the advertisement and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), specifically automotive parts and accessories.

22. At all relevant times, Defendant has employed the use of a point of sale system which includes a barcode scanner that determines the price of merchandise purchased by consumers at Pep Boys Stores.

23. During the period of January 21, 2015 through March 4, 2015, merchandise offered for sale and/or sold by Defendant was found to have scanned at a price in excess of the price listed at the point of display, including but not limited to, at the following Pep Boys Stores:

Store #	Street	City	State
0171	575 Route 18	East Brunswick	New Jersey
0267	2525 Route 22 West	Union	New Jersey
1071	711 East First Ave.	Roselle	New Jersey
1612	523 Bloomfield Ave.	Caldwell	New Jersey
1634	15 Pompton Ave.	Verona	New Jersey

24. The merchandise found to have scanned at prices in excess of the price listed at the point of display includes, but is not limited to, the following:

<u>Merchandise</u>	<u>Amount Above Posted Price</u>
3M Auto Advanced Paint Defender Spray Film	\$3.00
5-Hour Energy (Berry Flavor) (Caldwell)	\$0.50
5-Hour Energy (Berry Flavor) (Verona)	\$0.50
Alpena Air Mini Scoop Chrome (car detailer)	\$5.00
Andy Capp's Hot Fries (3oz bag)	\$0.10
ARP (Automotive Racing Parts) 625-1250 Stainless Steel Bolt (3/8 16 x 1.250")	\$1.00
AutoRight 4 in. Microfiber Bonnet, 2 pack (car waxing and polishing)	\$1.00
AutoRight 4 Inch Foam Application Pad (car waxing pad)	\$2.00
Bar's Leaks Liquid Aluminum (leak stopper and repairer)	\$0.50
Barrett Jackson Premium Technology Car Cover	\$10.00
Blue Magic Carpet Stain and Spot Lifter	\$0.10
Bully Clamp (truck bed hook)	\$1.00
Carrand AutoSpa Dust Pan and Broom	\$0.50
Carrand AutoSpa Microfiber Max Total Clean All Over Body Mitt	\$0.50
Carrand AutoSpa Sof-Tools Wheel Towel, Built in Wheel-Clean Brush	\$0.50
Carrand Lint and Pet Hair Removal Brush	\$0.50

Castrol GTX 10W-40 Conventional Motor Oil (synthetic blend)	\$0.20
Castrol GTX SAE 10W-40 Motor Oil	\$0.20
Cowles Products Style Guard Door Guard	\$0.99
CRC Clean-R-Carb Carburetor Cleaner (12 oz)	\$0.30
Dorman –Standard O-Rings Value Pack (407 pieces)	\$5.00
Dupli-Color Automotive Primer Series – Filler Primer (red oxide color)	\$0.20
Dupli-Color Filler Primer Series –Sandable Primer (12oz) (gray hot rod color)	\$0.20
Dupli-Color Vinyl and Fabric Coating (vinyl red)	\$0.50
Eagle One Tire Swipes (tire protector adhesive)	\$0.20
Highland 12 ft. Lashing Strap (device for strapping goods to car roof)	\$0.50
iPhone 4 3-piece charging set (breast cancer awareness special edition)	\$3.75
iPhone 4 Double Layer Phone Case (breast cancer awareness special edition)	\$2.50
Knockout Decals Hitch “I Love My Pistol” (car hitch decal/sticker)	\$1.90
Lucas Oil Air Tool Lubricant	\$0.30
Lucas Oil Break In Oil (oil additive)	\$0.50
Lucas Oil Power Steering Fluid (12 oz)	\$0.50
Lynx Battery Terminal Protectors (Caldwell)	\$0.70
Lynx Battery Terminal Protectors (Verona)	\$1.00
Meguiar’s Gold Class Rich Leather Cleaner and Conditioner	
Meguiar’s Hot Rims All Wheel Cleaner	\$0.51
Meguiar’s Motorcycle Leather Cleaner and Conditioner	\$0.50
Orbit Spearmint Gum	\$0.20
Peak Microfiber 2-in-1 Wash and Scrub Mitt	\$0.50
Pennzoil Dexron VI Automatic Transmission Fluid (QT)	\$2.27
Permatex Battery Cleaner (Caldwell)	\$1.00
Permatex Battery Cleaner (Verona)	\$1.50
Permatex Battery Protector and Sealer	\$1.00
Premium ATF Cleaner	\$9.83
Rain-X +32 Summer Bug Remover Windshield Wash Solvent	\$0.10
Redline Oil Diesel Fuel Catalyst	\$1.00
Royal Purple Maxfilm Synthetic Penetrating Spray Lubricant	\$1.50

Traditional Chex Mix (3.75oz bag)	\$0.20
Turtle Wax 1-Step Wax and Dry (spray)	\$0.50
Turtle Wax Carpet Cleaner	\$0.60
Turtle Wax Carpet Super Hard Shell Car Wax	\$0.50
Turtle Wax Trim Restorer	\$0.50
Xtreme Halogen Capsule H11 1 pack	\$4.00

25. Defendant's conduct in violation of the CFA includes, but is not limited to the following unconscionable commercial practices, false promises and/or misrepresentations:

- a. Offering for sale and/or selling merchandise to consumers at prices that exceed the price posted at the point of display or otherwise; and
- b. Misrepresenting to consumers at the point of display or otherwise, the price of merchandise offered for sale at Pep Boys Stores.

26. Each unconscionable commercial practices, false promise and/or misrepresentation by Defendant constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANT (FAILURE TO DISPLAY TOTAL SELLING PRICE)

27. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 26 above as if more fully set forth herein.

28. The CFA requires that persons offering merchandise for sale display the total selling price, as follows:

It shall be an unlawful practice for any person to sell, attempt to sell or offer for sale any merchandise at retail unless the total selling price of such merchandise is plainly marked by a stamp, tag, label or sign affixed to the merchandise or located at the point where merchandise is offered for sale.

[N.J.S.A. 56:8-2.5.]

29. In addition, the CFA provides:

For purposes of this act, each day for which the total selling price is not marked in accordance with the provision of this act for each group of identical merchandise shall constitute a separate violation of this act and the act of which this act is a supplement.

[N.J.S.A. 56:8-2.6.]

30. During the period of January 21, 2015 through March 4, 2015, merchandise offered for sale and/or sold by Defendant did not include a plainly marked total selling price including, but not limited to, at the following Pep Boys Stores:

Store #	Street	City	State
0171	575 Route 18	East Brunswick	New Jersey
1071	711 East First Ave.	Roselle	New Jersey
1612	523 Bloomfield Ave.	Caldwell	New Jersey
1634	15 Pompton Ave.	Verona	New Jersey

31. The merchandise found not to include a plainly marked total selling price affixed to the merchandise or located at the point of display in the Pep Boys Stores includes, but is not limited to, the following:

Merchandise	Shelf Count
19" Organizer Tool Box with removable trays	1
2 Air Drive Fresh	1
Air Fresheners, individual	8
Air Fresheners, packs	11
Air Lift Onboard Air Compressor	1
Air Lift Tow and Haul with Safety Lift	3
Air Lift Wireless One	1
Alltrade Trades Pro (164 Pieces)	7
Azenis Tires	7
Basix Auto-Shade	4
BF Goodrich Tires	16
Browning Windshield Shade	2
Continental Tires	19
Cooper Tires (Caldwell)	8
Cooper Tires (Verona)	4

Cornell Tires	4
Cyclone Air Compressor	11
Definity Tires (Caldwell)	8
Definity Tires (Verona)	12
Falken Tires (Roselle)	8
Falken Tires (Verona)	4
Falken Wild Peak Tires	8
Futura Tires	4
General Tires	4
Greatlite 9 LED Aluminum Flashlights	9
Hankook Tires (Caldwell)	12
Hankook Tires (Roselle)	4
Hankook Tires (Verona)	8
Kawasaki Air Hammer	4
Kawasaki Heavy Duty ½ Inch Air Impact Wrench	3
Littelfuse Fuse Value Pack	2
Little Trees ® Air Fresheners	18
Maxxis Tires (Caldwell)	4
Maxxis Tires (Verona)	4
Metal Snap Hook with Ring	3
Michelin Tires (Caldwell)	8
Michelin Tires (Verona)	54
Mossy Oak Windshield Shades	4
OIL-DRI Garage Guard	7
Pass Holder	4
Peak Windshield Washer Fluid	9
Pep Boys 2-Piece Garage Set	1
Philips 5x 6000k (more light)	5
Pilot Automotive Racing Seat Cover	1
Pilot Car Seat (8 Piece)	1
Pilot Car Seat Cover Kit (5 piece)	4
Pilot License Plate Mount	12
Pilot Seat Cushion Beads	1
Pilot Seat Cushion Lumbar Support	3
Proline Motor Oil Sea 5N-20	10
Rhino Ramps	2
Sincera Tires	4
Spare Tire Cover	4
Super Value Pak	2
Tactix Cantilever Tool Box 22"	1
Tires (East Brunswick)	124
Toll Pass Holder	2
Torin Big Red Jacks	4

Torin Black Jack	18
Trades Pro 8 Piece Oscillating Tool Kit	10
Tropical Dreams Windshield Shades	6
Unbreakable Car Bar	1
VIBE Essential iPhone Charge and Sync Cable	13
Weather Tech All-Vehicle Mats	3

32. Each instance and each day where Defendant offered for sale and/or sold merchandise without labeling or displaying the total selling price constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.5 and N.J.S.A. 56:8-2.6.

COUNT III

VIOLATION OF THE WEIGHTS AND MEASURES ACT BY DEFENDANT (INACCURATE PRICE SCANNING)

33. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 32 above as if more fully set forth herein.

34. The Weights and Measures Act, N.J.S.A. 51:1-1 et seq., governs the use of a weight and measure in the State.

35. The Weights and Measures Act provides that:

No person shall:

....

(4) Misrepresent the price of any commodity or service sold, offered, exposed or advertised for sale by weight, measure, count or time, or represent the price in any manner calculated or tending to mislead or in any way deceive a person.

[N.J.S.A. 51:1-97(a)(4).]

36. The Weights and Measures Act defines a “commodity” as “any...goods, wares [or] merchandise...measured by any weighing and measuring or counting system.” N.J.S.A. 51:1-2(a).

37. At all relevant times, Defendant has been engaged in the advertisement and sale of “commodities” within the meaning of N.J.S.A. 51:1-2(a), specifically automotive parts and accessories.

38. At all relevant times, Defendant has employed the use of a point of sale system which includes a barcode scanner to determine the value of commodities purchased by consumers at Pep Boys Stores, and is a “weight and measure” within the meaning of the Weights and Measures Act, N.J.S.A. 51:1-2(e).

39. During the period of January 21, 2015 through March 4, 2015, commodities offered for sale and/or sold by Defendant were found to have scanned at a price in excess of the price listed at the point of display including, but not limited to, the following Pep Boys Stores:

Store #	Street	City	State
0171	575 Route 18	East Brunswick	New Jersey
0267	2525 Route 22 West	Union	New Jersey
1071	711 East First Ave.	Roselle	New Jersey
1612	523 Bloomfield Ave.	Caldwell	New Jersey
1634	15 Pompton Ave.	Verona	New Jersey

40. The commodities found to have scanned at a price in excess of the price listed at the point of display at the Pep Boys Stores include, but are not limited to, the following:

<u>Merchandise</u>	<u>Amount Above Posted Price</u>
3M Auto Advanced Paint Defender Spray Film	\$3.00
5-Hour Energy (Berry Flavor) (Caldwell)	\$0.50
5-Hour Energy (Berry Flavor) (Verona)	\$0.50
Alpena Air Mini Scoop Chrome (car detailer)	\$5.00
Andy Capp's Hot Fries (3oz bag)	\$0.10
ARP (Automotive Racing Parts) 625-1250 Stainless Steel Bolt (3/8 16 x 1.250")	\$1.00
AutoRight 4 in. Microfiber Bonnet, 2 pack (car waxing and polishing)	\$1.00

AutoRight 4 Inch Foam Application Pad (car waxing pad)	\$2.00
Bar's Leaks Liquid Aluminum (leak stopper and repairer)	\$0.50
Barrett Jackson Premium Technology Car Cover	\$10.00
Blue Magic Carpet Stain and Spot Lifter	\$0.10
Bully Clamp (truck bed hook)	\$1.00
Carrand AutoSpa Dust Pan and Broom	\$0.50
Carrand AutoSpa Microfiber Max Total Clean All Over Body Mitt	\$0.50
Carrand AutoSpa Sof-Tools Wheel Towel, Built in Wheel-Clean Brush	\$0.50
Carrand Lint and Pet Hair Removal Brush	\$0.50
Castrol GTX 10W-40 Conventional Motor Oil (synthetic blend)	\$0.20
Castrol GTX SAE 10W-40 Motor Oil	\$0.20
Cowles Products Style Guard Door Guard	\$0.99
CRC Clean-R-Carb Carburetor Cleaner (12 oz)	\$0.30
Dorman –Standard O-Rings Value Pack (407 pieces)	\$5.00
Dupli-Color Automotive Primer Series – Filler Primer (red oxide color)	\$0.20
Dupli-Color Filler Primer Series –Sandable Primer (12oz) (gray hot rod color)	\$0.20
Dupli-Color Vinyl and Fabric Coating (vinyl red)	\$0.50
Eagle One Tire Swipes (tire protector adhesive)	\$0.20
Highland 12 ft. Lashing Strap (device for strapping goods to car roof)	\$0.50
iPhone 4 3-piece charging set (breast cancer awareness special edition)	\$3.75
iPhone 4 Double Layer Phone Case (breast cancer awareness special edition)	\$2.50
Knockout Decals Hitch “I Love My Pistol” (car hitch decal/sticker)	\$1.90
Lucas Oil Air Tool Lubricant	\$0.30
Lucas Oil Break In Oil (oil additive)	\$0.50
Lucas Oil Power Steering Fluid (12 oz)	\$0.50
Lynx Battery Terminal Protectors (Caldwell)	\$0.70
Lynx Battery Terminal Protectors (Verona)	\$1.00
Meguiar's Gold Class Rich Leather Cleaner and Conditioner	
Meguiar's Hot Rims All Wheel Cleaner	\$0.51
Meguiar's Motorcycle Leather Cleaner and Conditioner	\$0.50

Orbit Spearmint Gum	\$0.20
Peak Microfiber 2-in-1 Wash and Scrub Mitt	\$0.50
Pennzoil Dexron VI Automatic Transmission Fluid (QT)	\$2.27
Permatex Battery Cleaner (Caldwell)	\$1.00
Permatex Battery Cleaner (Verona)	\$1.50
Permatex Battery Protector and Sealer	\$1.00
Premium ATF Cleaner	\$9.83
Rain-X +32 Summer Bug Remover Windshield Wash Solvent	\$0.10
Redline Oil Diesel Fuel Catalyst	\$1.00
Royal Purple Maxfilm Synthetic Penetrating Spray Lubricant	\$1.50
Traditional Chex Mix (3.75oz bag)	\$0.20
Turtle Wax 1-Step Wax and Dry (spray)	\$0.50
Turtle Wax Carpet Cleaner	\$0.60
Turtle Wax Carpet Super Hard Shell Car Wax	\$0.50

41. Each commodity having a list price that is contrary to the price that was calculated through the weight and measure device at the Pep Boys Stores comprises a separate violation of the Weights and Measures Act, N.J.S.A. 51:1-97(a) and N.J.S.A. 51:1-100.

COUNT IV

VIOLATION OF THE AUTOMOTIVE REPAIR REGULATIONS BY DEFENDANT (FAILURE TO POST THE CONSUMER NOTICE REGARDING THE RIGHT TO A WRITTEN ESTIMATE FOR MOTOR VEHICLE REPAIRS)

42. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 41 above as if more fully set forth herein.

43. The Automotive Repair Regulations provide:

Without limiting the prosecution of any other practices which may be unlawful under the [CFA], the following acts or omissions shall be deceptive practices in the conduct of the business of an automotive repair dealer...:

....

(11) Failure to post, in a conspicuous place, a sign informing the customer that the automotive repair dealer is obliged to provide a written estimate...The sign is to read as follows:

“A CUSTOMER OF THIS ESTABLISHMENT IS ENTITLED TO:

1. When a motor vehicle is physically presented during normal working hours, and, in any event before work begins, a written estimated price stated either:

(A) PRICE NOT TO EXCEED \$..., and given without charge; or

(B) As an exact figure broken down as to parts and labor. This establishment has the right to charge you for this diagnostic service, although if you then have the repair done here, you will not be charged twice for any part of such charge necessary to make the repair.

(C) As an exact figure to complete a specific repair.

2. For your protection, you may have to waive your right to an estimate only by signing a written waiver.

3. Require that this establishment not start work on your vehicle until you sign an authorization stating the nature of the repair or problem and the odometer reading of your vehicle if you physically present the vehicle here during normal working hours.

4. A detailed invoice stating charges for parts and labor separately and whether any new, rebuilt, recondition or used parts have been supplied.

5. The replaced parts, if requested before work is commenced, unless their size, weight or similar factors make return of the parts impractical.

6. A written copy of the guaranty.”

[N.J.A.C. 13:45A-26C.2(a)(11).]

44. The Automotive Repair Regulations define an “automotive repair dealer” as “any person who, for compensation, engages in the business of performing...maintenance, diagnosis

or repair services on a motor vehicle or the replacement of parts including body parts.” N.J.A.C. 13:45A-26C.1.

45. The Automotive Repair Regulations further define the “repair of motor vehicles” as “all maintenance and repairs of motor vehicles performed by an automotive repair dealer but excluding changing tires, lubricating vehicles, changing oil, installing light bulbs, batteries, windshield wiper blades and other minor accessories and services.” N.J.A.C. 13:45A-26C.1.

46. Upon information and belief, at all relevant times, Defendant has operated as an automotive repair dealer engaged in the repair of motor vehicles in the State, specifically by performing the replacement of motor vehicle body parts.

47. During the period of January 21, 2015 through March 4, 2015, Pep Boys failed to conspicuously post the consumer notice regarding the right to a written estimate for motor vehicle repairs at the following Pep Boys Stores:

Store #	Street	City	State
1071	711 East First Ave.	Roselle	New Jersey
1612	523 Bloomfield Ave.	Caldwell	New Jersey
1634	15 Pompton Ave.	Verona	New Jersey

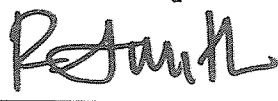
48. Each instance in which Defendant failed to conspicuously post the consumer notice regarding the right to a written estimate for motor repairs constitutes a separate violation of N.J.A.C. 13:45A-26C.2(a)(11), each of which is a per se violation of the CFA, N.J.S.A. 56:8-2.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendant:

- (a) Finding that the acts and omissions of Defendant constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Weights and Measures Act, N.J.S.A. 51:1-1 et seq., and the Automotive Repair Regulations, N.J.A.C. 13:45A-26C.1 et seq.;
- (b) Permanently enjoining Defendant and its owners, officers, directors, founders, managers, agents, employees, representatives and all other persons or entities directly under their control, from engaging in, continuing to engage in or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Weights and Measures Act, N.J.S.A. 51:1-1 et seq., and the Automotive Repair Regulations, N.J.A.C. 13:45A-26C.1 et seq. including, but not limited to, the acts and practices alleged in this Complaint, as authorized by the CFA, N.J.S.A. 56:8-8;
- (c) Directing Defendant to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any alleged practice herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Assessing the maximum statutory civil penalties against Defendant for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (e) Assessing the maximum statutory civil penalties against Defendant for each and every violation of the Weights and Measures Act, including enhanced civil penalties for second and subsequent violations, in accordance with N.J.S.A. 51:1-97(a);
- (f) Directing the assessment of costs and fees, including attorneys' fees, against Defendants, jointly and severally, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (g) Granting such other relief as the interests of justice may require.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Russell M. Smith, Jr.
Deputy Attorney General

Dated: December 18, 2015
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 et seq., the Weights and Measures Act, N.J.S.A. 51:1-1 et seq., and the Automotive Repair Regulations, N.J.A.C. 13:45A-26C.1 et seq., is not the subject of any other action pending in any other court of this State. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____




Russell M. Smith, Jr.
Deputy Attorney General

Dated: December 18, 2015
Newark, New Jersey

RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 


Russell M. Smith, Jr.
Deputy Attorney General

Dated: December 18, 2015
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorney General Russell M. Smith, Jr. is hereby designated as trial counsel for the Plaintiffs in this action.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Russell M. Smith, Jr.
Deputy Attorney General

Dated: December 18, 2015
Newark, New Jersey