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10	SUPERIOR COUR	Γ ΟΕ ΑΒΙΖΟΝΑ	
11			
	IN MARICOP	A COUNTY	
12	STATE OF ARIZONA, ex rel. MARK	Case No.CV2022-007648	
13	BRNOVICH, Attorney General,	COMPLAINT	
14	Plaintiff,		
15		(Assigned to the Her)
16	V.	(Assigned to the Hon.)
17	C & C VERDE LLC, d/b/a MIDAS and C & C	(Jury Trial Demanded)	
18	VALENCIA LLC, d/b/a MIDAS,		
	Defendants.		
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Plaintiff, State of Arizona *ex rel*. Mark Brnovich, the Attorney General (the "State"), alleges the following for its Civil Complaint (the "Complaint") against Defendants C & C Verde LLC and C & C Valencia LLC, both doing business as Midas.

I. JURISDICTION AND VENUE

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1. The State brings this action pursuant to the Arizona Consumer Fraud Act, Arizona Revised Statutes ("A.R.S.") §§ 44-1521 to -1534, to obtain injunctive relief to enjoin permanently and prevent the unlawful acts and practices alleged in this Complaint, and to obtain other relief,

including restitution, disgorgement of profits, gains, gross receipts, or other benefits, civil penalties,
 and costs and attorneys' fees.

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This Court has subject-matter jurisdiction.

3. This Court may issue appropriate orders both prior to and following a determination of liability pursuant to A.R.S. § 44-1528.

4. Defendants caused events to occur in this state out of which the claims which are the subject of this Complaint arose.

5. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

II. PARTIES

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6. Plaintiff is the State of Arizona *ex rel*. Mark Brnovich, the Attorney General of Arizona, who is authorized to bring this action under the Arizona Consumer Fraud Act (the "ACFA"), A.R.S. §§ 44-1521 to -1534.

7. Defendant C & C Verde LLC ("Midas Tanque Verde") is an Arizona limited liability company with its principal place of business on Tanque Verde Road in Tucson, Arizona. 49% of Midas Tanque Verde is owned by Christopher Conforti, a resident of Pima County, Arizona. 51% of Midas Tanque Verde is owned by Nicholas Conforti, a resident of Collier County, Florida.

8. Defendant C & C Valencia LLC ("Midas Valencia") is an Arizona limited liability with its principal place of business on Valencia Road in Tucson, Arizona. 49% of Midas Valencia is owned by Christopher Conforti, a resident of Pima County, Arizona. 51% of Midas Valencia is owned by Nicholas Conforti, a resident of Collier County, Florida.

III. ALLEGATIONS: MIDAS TANQUE VERDE

9. On the morning of June 15, 2020, an undercover agent for the State brought a vehicle to the Midas Tanque Verde store location on 6740 E. Tanque Verde Road in Tucson, AZ after making an appointment for an oil change and to evaluate why the air conditioner was not working on the vehicle.

10. Before bringing the car to Midas Tanque Verde, the State's automobile expert evaluated the vehicle, documented its condition, and created a repair issue that was easy to identify and inexpensive to repair.

At 11:51 on the morning of June 15, 2020, Tommy Hildebrandt, the assistant manager 11. of Midas Tanque Verde, called the State's agent and informed her that the vehicle's air conditioning system needed an evacuation and recharge to take out the old refrigerant and add new refrigerant, when it did not, and the level and amount of refrigerant had not been evaluated by Midas Tanque Verde technicians.

12. In the same phone call Tommy Hildebrandt, the assistant manager of Midas Tanque Verde, stated that the vehicle's serpentine belt needed replacement because it was at half the depth it should be, when it was not.

13. In the same phone call, Tommy Hildebrandt, the assistant manager of Midas Tanque Verde, further stated that the ten-ampere fuse had blown because of low refrigerant and needed to be replaced, when the fuse had not blown because of low refrigerant and the Midas Tanque Verde mechanics had never tested the level and amount of refrigerant.

14. The State's agent agreed to an oil change, replacement of the fuse, replacement of the serpentine belt, and evacuation and recharge of refrigerant for a total price of \$336.79.

15. The Midas Tanque Verde mechanics replaced a fuse and changed the oil and oil filter on the vehicle.

16. The Midas Tanque Verde mechanics did not evacuate and recharge the refrigerant, vacuum test for leaks, or add fluorescent dye to the air conditioning system.

17. Nevertheless, the \$159.99 charge for this service plus the \$9.99 charge for fluorescent dye were included on the receipt and paid for by the State's agent. (Midas Tanque Verde Receipt, Exhibit 1)

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18. The Midas Tanque Verde mechanics did not replace the vehicle's serpentine belt.

19. Nevertheless, the \$137.18 charge for this service was included on the receipt and paid 24 for by the State's agent. (Midas Tanque Verde Receipt, Exhibit 1)

25 20. The State's agent returned to Midas Tanque Verde on June 15, 2020 at 3:26 p.m. and 26 paid \$336.79 to Jeff Andre, the office manager of Midas Tanque Verde, for the vehicle repair costs. 27 She asked for the serpentine belt that had been replaced on the vehicle, and a serpentine belt was 28 returned to her. This serpentine belt was a new belt, and was not a belt that had been removed from

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the undercover vehicle. (Photograph of Serpentine Belt, Exhibit 2)

21. Jeff Andre, the office manager of Midas Tanque Verde, misrepresented that he was returning the serpentine belt removed from the State's undercover vehicle to the State's agent, when the serpentine belt returned to the State's agent was a new serpentine belt and the incorrect model for the State's undercover vehicle.

IV. ALLEGATIONS: MIDAS VALENCIA

22. On the morning of October 28, 2020, an undercover agent for the State brought a vehicle to the Midas Valencia store location on 333 W. Valencia Road in Tucson, AZ after making an appointment for the problem that the vehicle was "running rough."

23. Before bringing the car to Midas Valencia, the State's automobile expert evaluated the vehicle, documented its condition, and created a repair issue that was easy to identify and inexpensive to repair.

24. At 11:31 on the morning of October 28, 2020, Javier Gradillas, Midas Valencia store manager, via telephone, informed the State's agent that a fuel line that hooks up to the engine was cracked and needed to be replaced, when a fuel line that hooks up to the engine was not cracked and did not need to be replaced.

25. In the same phone call, Javier Gradillas, Midas Valencia manager, informed the State's agent that the spark plugs needed to be replaced, were "pretty bad," and "all burnt up" when the current spark plugs in the State's undercover vehicle had not been evaluated by Midas Valencia mechanics, and were in acceptable working condition.

26. In the same phone call, Javier Gradillas, Midas Valencia manager, informed the State's agent that the fuel system needed to be flushed out, and a fuel additive and throttle body service were needed, which would "get all the carbon build up out of there," when the fuel system did not need to be flushed out and the vehicle had not been evaluated by Midas Valencia mechanics for carbon build-up.

27. In a phone call placed by the State's agent at 11:48 a.m. on October 28, 2020, Javier Gradillas, Midas Valencia manager, reiterated that they would be replacing a cracked fuel line and the spark plugs and flushing out the fuel system along with a throttle body service, to remove carbon

build up and to give her better gas mileage. The State's undercover agent approved the work and the price of \$421.08.

28. In the same phone call, Javier Gradillas, Midas Valencia manager, stated that they needed to replace the air filter, because it had "a lot of hot black spots…because of the carbon," when the air filter did not have a lot of hot black spots and was in acceptable working condition.

29. Midas Valencia mechanics replaced a vacuum hose, the air filter, and the spark plugs on the State's undercover vehicle.

30. Midas Valencia mechanics did not perform the fuel system service, did not place additives into the fuel tank, did not perform the throttle body service, or use the three-part fuel system service kit that contains air intake cleaner, premium fuel system cleaner, and combustion chamber cleaner.

31. Nevertheless, the \$99.99 charge for this service and three-part fuel system service kit was included on the receipt and paid for by the State's agent. (Midas Valencia Receipt, Exhibit 3)

32. The State's undercover agent returned to Midas Valencia shortly before 2:00 p.m. on October 28, 2020 to pick up the undercover vehicle. Javier Gradillas, Midas Valencia manager, stated that Midas Valencia had performed a test drive on the State's undercover vehicle and that it drove "great," when no test drive was performed.

V. CLAIM FOR RELIEF: VIOLATIONS OF THE ACFA, A.R.S. §§ 44-1521 to -1534

(Against Midas Tanque Verde and Midas Valencia)

33. The State realleges all prior allegations of this Complaint as though fully set forth herein.

34. The conduct described in the preceding paragraphs of this Complaint constitutes deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises, misrepresentations, or concealment, suppression or omission of material facts with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of merchandise in violation of A.R.S. §§ 44-1521 to -1534, including, but not limited to:

a. At the Midas Tanque Verde location, Midas Tanque Verde engaged in deceptive

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and unfair acts and practices, through its employees, by (i) informing the State's agent that the vehicle needed an evacuation and recharge of refrigerant when it did not; (ii) informing the State's agent that the vehicle's serpentine belt needed replacement when it did not; (iii) informing the State's agent that Midas Tanque Verde employees replaced the serpentine belt when it did not; (iv) returning to the State's agent a new serpentine belt and the incorrect model for the State's undercover vehicle while representing that it was the serpentine belt that had been replaced; (v) charging \$159.99 for an evacuation and recharge service that was not performed, (vi) charging \$9.99 for fluorescent dye that was not utilized; and (vii) charging \$137.18 for replacement of a serpentine belt that was not performed.

b. At the Midas Tanque Verde location, Midas Tanque Verde engaged in deceptive and unfair acts and practices, through its employees, by concealing, suppressing, or omitting the material fact that Midas Tangue Verde employees (i) did not test the level and amount of refrigerant in the vehicle before recommending an evacuation and recharge service; (ii) did not test for leaks in the vehicle's air conditioning system; (iii) did not evacuate and recharge the refrigerant; (iv) did not add fluorescent dye to the air conditioning system; (v) did not evaluate the serpentine belt to determine if it needed replacement; and (vi) did not replace the vehicle's serpentine belt.

At the Midas Valencia location, the Midas Valencia engaged in deceptive and c. unfair acts and practices, through its employees, by (i) informing the State's agent that a fuel line that hooks up to the engine was cracked and needed to be replaced, when a fuel line to the engine was not cracked and did not need to be replaced; (ii) informing the State's agent that the spark plugs needed to be replaced when they were in acceptable working condition; (iii) informing the State's agent that the fuel system needed to be flushed out, a fuel additive was needed, and a throttle body service needed to be performed, when the fuel system did not need to be flushed out or the throttle body service performed; (iv) informing the State's agent that the air filter needed to be replaced when it was in acceptable working condition; (v) charging \$99.99 for a fuel system/throttle body service that was not performed and a three-part fuel system service kit that was not utilized; and (vi) informing the State's agent that Midas Valencia performed a test drive when it did not.

d. At the Midas Valencia location, Midas Valencia, through its employees, engaged

in deceptive and unfair acts and practices by concealing, suppressing, or omitting the material fact
that Midas Valencia (i) did not test the spark plugs before recommending their replacement; (ii) did
not evaluate the State's vehicle for carbon build-up; (iii) did not perform the fuel system/throttle
bottle service or utilize the three part fuel system service kit; and (iv) did not perform a test drive
on the vehicle.

35. While engaging in the acts and practices alleged in this Complaint, Midas Tanque Verde and Midas Valencia knew or should have known that that their conduct was of the nature prohibited by A.R.S. § 44-1522, subjecting themselves to enforcement and penalties as provided in A.R.S. § 44-1531(A).

36. With respect to the concealments, suppressions, or omissions of material fact described above, Midas Tanque Verde and Midas Valencia did so with intent that others rely on such concealments, suppressions, or omissions.

37. With respect to the unfair acts and practices described above, Midas Tanque Verde and Midas Valencia's acts and practices caused or were likely to cause substantial injuries to consumers that were not reasonably avoidable by consumers and were not outweighed by countervailing benefits to consumers or to competition.

VI. PRAYER FOR RELIEF

WHEREFORE, the State respectfully requests that the Court:

38. Pursuant to A.R.S. § 44-1528(A)(1), issue a permanent injunction in accordance with Ariz. R. Civ. P. 65(d)(1), enjoining and restraining (a) Midas Tanque Verde and Midas Valencia, (b) their officers, agents, servants, employees, attorneys, and (c) all persons in active concert or participation with anyone described in part (a) or (b) of this paragraph, directly or indirectly, from engaging in deceptive, misleading, or unfair acts or practices, or concealments, suppressions, or omissions, that violate the ACFA, A.R.S. § 44-1522(A), including specific injunctive relief barring Midas Tanque Verde and Midas Valencia from engaging in the unlawful acts and practices set forth above;

39. Pursuant to A.R.S. § 44-1528(A)(2), order Midas Tanque Verde and Midas Valencia to restore to all persons in interest any monies or property, real or personal, which may have been

acquired by any means or any practice in this article declared to be unlawful;

40. Pursuant to A.R.S. § 44-1528(A)(3), order Midas Tanque Verde and Midas Valencia to disgorge all profits, gains, gross receipts, or other benefits obtained as a result of their unlawful acts alleged herein;

41. Pursuant to A.R.S. § 44-1531, order Midas Tanque Verde and Midas Valencia to pay to the State of Arizona a civil penalty of up to \$10,000 for each willful violation of A.R.S. § 44-1522;

42. Pursuant to A.R.S. § 44-1534, order Midas Tanque Verde and Midas Valencia to reimburse the State for its costs and attorneys' fees incurred in the investigation and prosecution of Defendants' activities alleged in this Complaint;

43. Pursuant to A.R.S. § 44-1201, require Midas Tanque Verde and Midas Valencia to pay pre-judgment and post-judgment interest to the State and all consumers; and

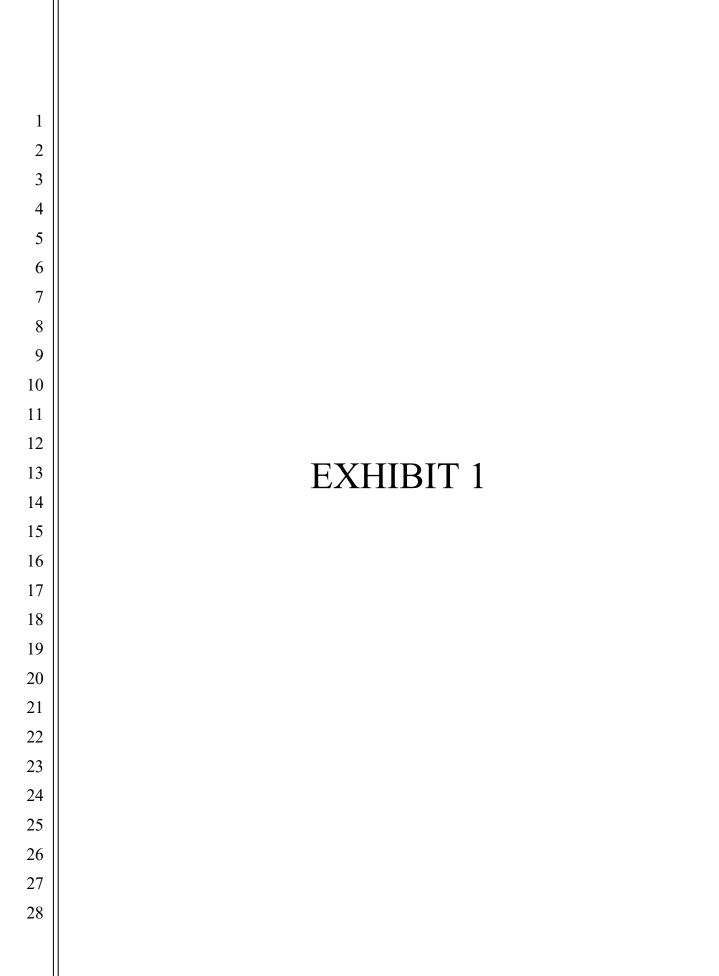
44. Award the State such further relief the Court deems just and proper under the circumstances.

DATED this 15th day of June, 2022.

MARK BRNOVICH Attorney General

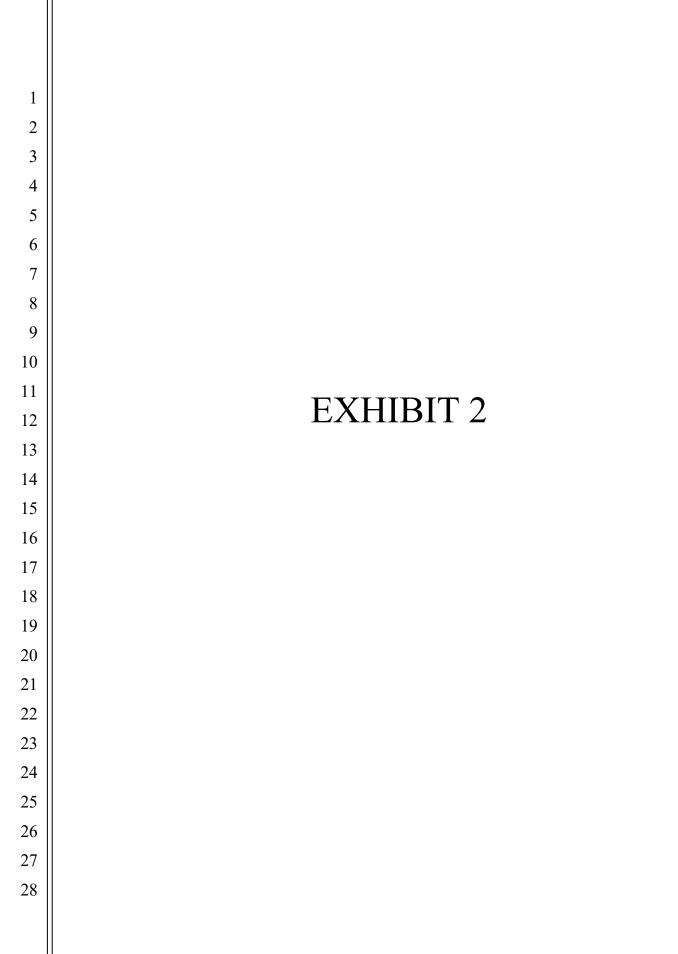
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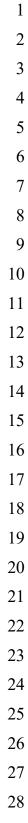
Rebecca Salisbury Matthew du Mée Assistant Attorneys General *Attorneys for the State of Arizona*



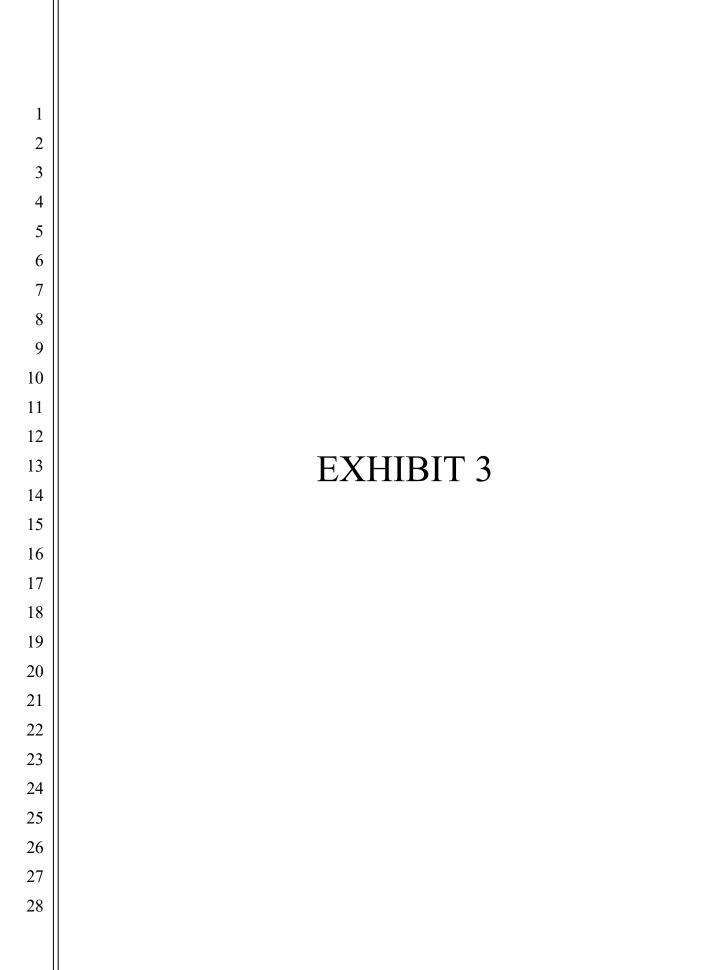
	IDAS		Invoice #1234140 Original Estimate #2310745		6/15/2020 3:37 pm			
N	MIDAS AUTO SERVICE E 6740 E TANQUE VERI Tucson, AZ 85715 520-721-7744		TUCSON, AZ 85715-					
			Your Service Writer Today Is:	том ні	LDERBRAN	D Ce	enter: INVOICE	
Service Re A/C BLOWI	equests: NG HOT, LOF		Category Summary AIR CONDITIONING BELTS OIL CHANGE		Parts \$72.81 \$72.68 \$18.99	Labor \$87.18 \$64.50 \$0.00	<u>Job Total</u> \$159.99 \$137.18 \$18.99	
Techniciar	n Service Description		a desirente a la company			Parts	Labor	Uob Tot
CM	5W30 Synthetic Blend Si Includes:Change Oll & F Inspect 4 tires/Visual Co Recommended Viscosity Part Number,	Iter,rotate Up to 5 Qu urtesy Inspection	arts of oil. NPERATURES	rice Each	Quantily	18.99 Extended	0.00	18.99
	PH2835BULK Reason For Replacement:	OIL FILTER COMPLY WITH OEM RE	ECOMMENDED MAINTENANCE	B. 99	1	8.99		
	5W30 Reason For Replacement:	5W30 OIL CLOSE TO THE END O	F USEFUL LIFE	2.00	5	10.00		
CM	All Belts except timing: I <u>Part Number</u> 5060840 Reason For Replacement:	Part Description SERPENTINE BELT		rice Each 72.68	<u>Quantily</u> 1	72.68 <u>Extended</u> 72.68	64.50	137.18
	Leaks. Because Of The L We Believe There May B	ower Motor 9.Install L ups **** Note**** Fluo n Your A/C System.TI oss Of Refrigerant Ff a A Leak That Is Please Use You're A tion Within 7-14	eak Detecting Dye rescent nis is To Detect Any Small rom You're A/C System I'C System As Normal And any components other <u>Part P</u> F USEFUL LIFE NC	r <u>ice Each</u> 9.99 3.49	Quantity 1 18	<u>Extended</u> 9.99 62.82		
	ecommended to Customer							
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Dia Paymer	nts: C/DISC/AM, \$336.18, on 06/ Author							
Dia Paymen VISA/M	nts: C/DISC/AM, \$336.18, on 06/ Author							

3 1 5	MIDAS AUTO SERVICE EXPERTS 6740 E TANQUE VERDE Tucson, AZ 85715	Invoice #1234140 6/1 Original Estimate #2310745 3:	5/2020 37 pm	
	520-721-7744			
5		Your Service Writer Today Is: TOM HILDE		
7	Technician Service Description 1		Parts Labo TOTAL PARTS	r Job Total \$164.48
	assemblies, strut cartridges, brake shoes and pads.* All other prod	lucts and services are warranted from defect for	TOTAL LABOR	\$151.68
3	ninety (90) days from the date of installation. The complete written Limited Warranty Terms Document issued to you, together with th	is invoice, upon the purchase of the appropriate	SUBLET	\$0.00
→	warranted product. The terms of all the warranties are also in the M location. There are no other warranties issued by Midas Internation	al Corporation. This warranty gives you specific	Environ. Fee	\$5.25
	legal rights. You may also have other rights which vary from State work will be performed at any Midas location in the USA or Cana	da offering the warranted product or service. To	SUBTOTAL	\$321.41
)	locate a Midas location, please call: 1-800-621-8545; visit our International Corporation, Customer Relations, 4300 TBC Way, Pa	alm Beach Gardens, Florida 33410. *This is a	OTHER FEES SALES TAX	\$0.00 \$14.77
.	summary of the Midas Limited Warranty Terms. For complete war exclusions, and restrictions, please consult the Midas Limited Warra	inty Terms Document issued to you or the Midas	UNLES INV	Q14.77
	Warranty Binder on display in each Midas location. I hereby an regarding the products and services, including any recall information		INVOICE TOTAL	\$336.18
2			PAID	\$336.18
	Customer Signature:	Date:	DUE	\$0.00
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1 2 3 4 5		Thank you for your business!		Page 2 of 2









MIDAS	Invoice #0058623 Original Estimate #0062823	10/28/202 1:59 pn			
Midas Auto Service Experts 333 West Valencia Road Tucson, AZ 85706 Phone: 520-294-0088	TUCSON, AZ 85706-				
Fax: 520-294-0990	Your Service Writer Today Is: JAVIE	RG C	Center: INVOI	CE	
Service Requests:	Category Summary ENGINE SERVICE FACTORY SCHED MAINT FILTERS	Parts \$99.96 \$38.99 \$19.99	Labor \$150.00 \$61.00 \$0.00	Job Total \$249.96 \$99.99 \$19.99	
Technician Service Description			Parts	Labor	Job To
JO Spark Plugs:Remove & Replace <u>Part Number</u> Part Description XP5683 AUTOLITE IRIDIUM XP Reason For Replacement: MISSING, WORN, LOSE			99.96 <u>Extended</u> 99.96	150.00	249.96
JO Fuel System/Throttle Body Service Part Number Part Description 10104 FUEL SERVICE KIT Reason For Replacement: COMPLY WITH OEM RE	Part Price Eac 38.9 ECOMMENDED MAINTENANCE SCHEDUL) 1	38.99 <u>Extended</u> 38.99	61.00	99.99
JO Air Filter: Remove & Replace Part Number Part Description AF4015 AIR FILTER	Part Price Eacl		19.99 Extended	0.00	19.9
 Payments: VISA/MC/DISC, \$421.80, on 10/28/20					
VIŠA/MC/DISC, \$421.80, on 10/28/20 Repair Order Notes Midas International Corporation issues written limited lifetime warrantie	s on certain mufflers, shock absorbers, stru-	t TOT	AL PARTS		\$158.94
VISA/MC/DISC, \$421.80, on 10/28/20 Repair Order Notes Midas International Corporation issues written limited lifetime warrantie: assemblies, strut cartridges, brake shoes and pads.* All other products ninety (90) days from the date of installation. The complete written limited	and services are warranted from defect for ited warranty terms are stated on the Mida	r тот/	AL LABOR		\$211.00
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