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Filed

MAY - 2 2011

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(1)

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

5 Additional counsel listed below

7 **IN THE ~~ADP~~ UNITED STATES DISTRICT COURT**

8 **NORTHERN DISTRICT OF CALIFORNIA**

9 **SAN JOSE DIVISION**

11 **KEVIN FAULK**, on behalf of himself
12 and all others similarly situated,

13 **Plaintiff,**

14 **-v-**

15 **SEARS, ROEBUCK AND CO.,**

16 **Defendant**

Case Number: **CV 11 - 02159**

CLASS ACTION COMPLAINT
JURY TRIAL DEMANDED

PSG

17 _____

18 **INTRODUCTION**

19 Plaintiff Kevin Faulk ("Named Plaintiff" or "Plaintiff"), individually and behalf of all others
20 similarly situated, upon his personal knowledge, information and belief, and based upon, among
21 other things, the investigation made by his attorneys, alleges as follows:

22 **NATURE OF THE CLAIM**

23 1. This consumer class action arises from Sears, Roebuck & Co.'s ("Sears" or
24 "Defendant") deceptive and unlawful conduct in (1) administering the express warranty applicable to
25 tires sold online and in Sears' retail outlets and auto centers throughout California and the United
26 States; and (2) marketing and selling its "Road Hazard Plus" extended service agreement applicable
27 to those tires. The Named Plaintiff brings this class action on behalf of a Class of consumers who
28

1 purchased tires online or at Sears retail outlets nationwide with or without "Road Hazard Plus", and
2 in part based upon the authority granted by California Code of Civil Procedure §1021.5.

3 2. As a result of the Defendant's actions as described herein, Named Plaintiff and Class
4 Members have suffered damages.

5 **JURISDICTION AND VENUE**

6 3. This court has original jurisdiction over this action under the Class Action Fairness Act, 28
7 U.S.C. §1332(d), because this is a class action in which (i) there are 100 or more members in the
8 proposed class; (ii) members of the class are citizens of states different from that of Defendants; and
9 (iii) the claims of the proposed class members exceed \$5 million in the aggregate.

10 4. Venue is proper in this District pursuant to 28 U.S.C. §1391 because Defendants are
11 residents of this District, and because a substantial part of the events or omissions giving rise to the
12 claims occurred within this district.

13 **PARTIES**

14 5. Named Plaintiff Kevin Faulk is a resident of San Jose, California.

15 6. Defendant Sears, Roebuck & Co. is a New York corporation headquartered in
16 Illinois. It conducts business at retail outlets and automotive service centers located throughout the
17 United States, including California.

18 **FACTUAL ALLEGATIONS**

19 7. On or about April 23, 2009, Named Plaintiff purchased three Falken brand tires, and
20 Road Hazard Plus for each of the three tires, from a Sears Auto store in San Jose, California. At the
21 time of purchase, Named Plaintiff also had Defendant install the three tires on his vehicle. At the
22 time Named Plaintiff purchased the tires and had Defendant install them on his vehicle, there were
23 29,580 miles on Named Plaintiffs' vehicle. A true and correct copy of the receipt, documenting both
24 the purchases and the mileage, is attached hereto as **Exhibit 1** and fully incorporated herein.

25 8. Tires sold by Defendant are accompanied by an express warranty for 40,000 miles. A
26 true and correct copy of the express warranty is attached hereto as **Exhibit 2** and fully incorporated
27 herein.
28

1 9. Road Hazard Plus is offered for sale by Defendant to consumers who purchase tires.
2 Defendant sells the Road Hazard Plus in its stores and auto centers throughout the United States, as
3 well as online. A true and correct copy of the Road Hazard Plus Agreement is attached hereto as
4 **Exhibit 3** and fully incorporated herein.

5 10. Defendant also provides written Tire Care and Maintenance Recommendations. A
6 true and correct copy of the written Tire Care and Maintenance Recommendations provided by
7 Defendant is attached hereto as **Exhibit 4** and fully incorporated herein.

8 11. Named Plaintiff received each of the documents identified and attached hereto as
9 Exhibits 1 – 4. At no time did Defendant provide, nor did Named Plaintiff ever receive, any
10 documentation other than those attached at Exhibits 1 – 4, relating to the tires he purchased on April
11 23, 2009.

12 12. Sears has a policy of denying responsibility under both its express warranty and its
13 Road Hazard Plus Agreement to any customer who cannot prove that he or she has had their tires
14 rotated at specific intervals and has had a wheel alignment at least once per year. None of the
15 written documents provided to the customers specifies that the customer must rotate their tires,
16 perform a wheel alignment, or be able to prove either as a prerequisite to coverage under either the
17 express warranty or the Road Hazard Plus service agreement. (See Exhibits 1 – 4.)

18 13. Sears has publicly acknowledged both that specific maintenance is required for
19 warranty coverage, and that the warranty does not specify what maintenance is required. A true and
20 correct copy of this public acknowledgement is attached hereto as **Exhibit 5** and fully incorporated
21 herein.

22 14. On December 25, 2010, one of the tires blew out while Named Plaintiff was driving
23 the vehicle in Portland, Oregon. On December 26, 2010, Named Plaintiff took the vehicle to a Sears
24 Auto Center in Portland, Oregon where he was informed that all of the tires needed to be replaced.
25 Named Plaintiff requested that Defendant honor its warranty but Defendant refused, informing
26 Named Plaintiff that the warranty would be honored only if Named Plaintiff could demonstrate that
27 a wheel alignment had been performed at least once per year and that the tires had been rotated at
28 intervals of no more than every 6,000 miles since the date of their purchase.

1 15. Prior to December 26, 2010, Named Plaintiff was unaware of Defendant's policy of
2 denying responsibility under both its express warranty and its Road Hazard Plus Agreement to any
3 customer who cannot prove that he or she has had their tires rotated at specific intervals and has had
4 a wheel alignment at least once per year.

5 16. Stranded far from home and left with no other choice, Named Plaintiff purchased two
6 new tires from the Sears Auto Center in Portland, Oregon. At that time, there were 54,026 miles on
7 Named Plaintiff's vehicle. A true and correct copy of this receipt, documenting both the sale and the
8 mileage, is attached hereto as **Exhibit 6** and fully incorporated herein.

9 17. Upon returning to San Jose, Named Plaintiff went to the Sears location at 2180 Tully
10 Rd., San Jose, to have an alignment performed. Sears personnel refused to perform an alignment
11 unless the final tire from the April 23, 2009 sale was also replaced. Sears again refused to provide
12 warranty coverage for this tire, giving the same reason as given by the Portland store: Sears would
13 not give any warranty refund unless the owner could show that the tires had been rotated every 6,000
14 miles and aligned at least once per year.

15 18. Named Plaintiff has sustained damages as a direct result of Sears' failure to honor its
16 warranty as written, and its failure to specify the terms of its warranty and Road Hazard Plus
17 coverage.

18 **TOLLING OR NON-ACCRUAL OF STATUTES OF LIMITATIONS**

19 19. Any applicable statutes of limitations have been tolled or have not run because Sears
20 knowingly and actively concealed and denied the facts as alleged herein. Sears had actual or
21 constructive knowledge of the wrongful courses of action alleged here. Plaintiff and Class Members
22 have been kept in ignorance of information essential to the pursuit of their claims, without any fault
23 or lack of diligence on their part. Plaintiff and Class Members did not discover the facts constituting
24 Sears' unlawful business practices until a date within the limitations period governing this action,
25 and promptly exercised due diligence by filing this action. Plaintiff and Class Members were not at
26 fault for failing to discover Sears' misconduct sooner, and had no actual or presumptive knowledge
27 of the facts of Sears' misconduct to put them on inquiry notice. Plaintiff and Class Members could
28 not reasonably have discovered Sears' misrepresentations and/or material omissions before the date

1 of filing this action; therefore, their claims accrued on that date, and/or any applicable statutes of
2 limitations were tolled until that date.

3 20. Sears was, and is, under a continuing duty to disclose the true facts regarding its
4 warranties to Plaintiff and Class Members. Because of Sears' concealment of material information,
5 Sears is now estopped from relying on any statute of limitations defense.

6 **CLASS ACTION ALLEGATIONS**

7 21. Named Plaintiff maintains this action on behalf of himself and Classes defined as:

8 **All persons who purchased tires and/or Road Hazard Plus Service**
9 **Agreements from Sears.**

10 22. Specifically excluded from the Class are Sears' directors and officers, as well as the
11 judge assigned to this case and members of the judge's immediate family.

12 23. The Class, as defined above, is identifiable. The definition of the Class is
13 unambiguous. The Class can be identified through records in the control of the Defendant. The
14 Named Plaintiff is a Member of the Class that he seeks to represent. Records kept by the Defendant
15 identify Class Members who purchased the tires and/or Road Hazard Plus Agreement in retail
16 transactions. Class Members can be notified through publication and/or direct mailings to address
17 lists maintained in the usual course of business by Defendant.

18 24. Class Members are so numerous that their individual joinder is impracticable. The
19 precise number of Class Members is unknown to the Plaintiff, but it is clear that the number greatly
20 exceeds the number to make joinder impossible.

21 25. There are numerous and substantial questions of law and fact common to all Class
22 Members which control this litigation and which predominate over any individual issues. Included
23 within the common questions are:

- 24 a) Whether Sears conditioned coverage under its express warranty upon the
25 performance of specific maintenance to the tires and vehicle;
26 b) Whether that specific maintenance is adequately described in Sears' written
27 warranty;
28 c) Whether Sears conditioned coverage under its Road Hazard Plus Agreement upon
the performance of specific maintenance to the tires and vehicle;

- d) Whether that specific maintenance is adequately described in Sears' written Road Hazard Plus service agreement;
- e) Whether Sears' conduct violated the Song Beverly Consumer Warranty Act;
- f) Whether Sears' conduct violated California's Unfair Competition Law;
- g) Whether Sears' conduct violated California's Consumers' Legal Remedies Act.
- h) Whether Sears' conduct violated the Magnuson Moss Warranty Act.

26. Defendant engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Class Members. Similar or identical advertisements are involved. Individual questions, if any, pale in comparison to the numerous common questions that predominate.

27. The injuries sustained by Class Members flow, in each instance, from a common nucleus of operative facts -- the Defendant's misconduct.

28. Class Members have been damaged by the Defendant's misconduct because Defendant has refused to provide the services it offered at the time Class Members' purchased the tires.

29. The Named Plaintiff's claims are typical of the claims of other Class Members. The Named Plaintiff purchased both tires and Road Hazard Plus. The Named Plaintiff was refused service under the warranty for failure to follow specific maintenance procedures not contained in the warranty.

30. The Named Plaintiff will fairly and adequately protect the interests of the Class. The Named Plaintiff is familiar with the basic facts that form the bases of the Class Members' claims. The Named Plaintiff's interests do not conflict with the interests of the other Class Members that he seeks to represent.

31. The Named Plaintiff has retained counsel competent and experienced in class action litigation, and intends to prosecute this action vigorously. The Named Plaintiff's counsel has successfully prosecuted complex class actions from start to multi-million dollar jury awards and settlements to the class; has participated in the litigation of large, complex class action litigation; and has served as part of the lead counsel in class actions involving more than 1 million class members.

1 The Named Plaintiff and the Named Plaintiff's counsel will fairly and adequately protect the
2 interests of Class Members.

3 32. The class action device is superior to other available means for the fair and efficient
4 adjudication of the claims of the Named Plaintiff and Class Members. The damages suffered by
5 individual Class Members may total less than one thousand dollars per individual Class Member.
6 Damages of such magnitude are small given the burden and expense of individual prosecution of the
7 potentially extensive litigation necessitated by the conduct of the Defendant. Furthermore, it would
8 be virtually impossible for Class Members to seek redress on an individual basis. Even if the Class
9 Members themselves could afford such individual litigation, the court system could not.

10 33. Individual litigation of the legal and factual issues raised by the conduct of the
11 Defendant would increase delay and expense to all parties and to the court system. The class action
12 device presents far fewer management difficulties and provides the benefits of a single, uniform
13 adjudication, economies of scale and comprehensive supervision by a single court. Given the
14 identical nature of Class Members' claims and the absence of material differences in the state
15 statutes and common laws upon which Class Members' claims are based, a Class will be easily
16 managed by the court and the parties.

17 **FIRST CAUSE OF ACTION**
18 **SONG-BEVERLY CONSUMER WARRANTY ACT**
19 California Civil Code §1790 *et seq.*
(on behalf of California residents only)

20 34. Named Plaintiff hereby incorporates the preceding paragraphs of this Complaint as if
21 fully set forth herein.

22 35. The Song-Beverly Consumer Warranty Act, California Civil Code §1790 *et seq.*,
23 requires, at §1794, that the seller of a service contract make the terms and conditions of the contract
24 available to the purchaser at the point of sale.

25 36. The Road Hazard Plus Agreement is a "service contract" as defined at California
26 Civil Code § 1791.

1 37. Defendant failed to make the terms and conditions of the Road Hazard Plus
2 Agreement, including its requirements for periodic rotation and alignment of tires, available to
3 Named Plaintiff and Class Members at the point of sale.

4 38. As a result of Defendant's violation of the Song-Beverly Consumer Warranty Act,
5 Named Plaintiff and Class Members are entitled, pursuant to California Civil Code §1794, to
6 damages and other legal and equitable relief.

7 **SECOND CAUSE OF ACTION**
8 **SONG-BEVERLY CONSUMER WARRANTY ACT**
9 California Civil Code §1790 *et seq.*
(on behalf of California residents only)

10 39. Named Plaintiff hereby incorporates the preceding paragraphs of this Complaint as if
11 fully set forth herein.

12 40. The Song-Beverly Consumer Warranty Act, California Civil Code §1790 *et seq.*,
13 requires, at §1793.1, requires that a retailer who makes an express warranty must fully set forth the
14 terms of the warranty in writing.

15 41. Defendant failed to specify in writing its requirement that the tires be rotated and the
16 wheels be aligned at specific intervals and that purchasers be able to prove that they have done so.

17 42. As a result of Defendant's violation of the Song-Beverly Consumer Warranty Act,
18 Named Plaintiff and Class Members are entitled, pursuant to California Civil Code §1794, to
19 damages and other legal and equitable relief.

20 **THIRD CAUSE OF ACTION**
21 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**
22 Business & Professions Code §17200 *et seq.*
(on behalf of California residents only)

23 43. Named Plaintiff hereby incorporates the preceding paragraphs of this Complaint as if
24 fully set forth herein.

25 44. California Business & Professions Code §17200, *et seq.* prohibits acts of unfair
26 competition, which means and includes any "unlawful, unfair or fraudulent business act or practice,"
27 any "unfair, deceptive, untrue or misleading advertising" and any act prohibited by Business &
28 Profession Code §17500.

1 45. Defendant violated California Business & Professions Code §17200's prohibition
2 against engaging in an "unlawful" business act or practice, by, inter alia, violating California Civil
3 Code § 1794, violating California Civil Code §1793.1, violating California Civil Code §1770,
4 violating The Magnuson-Moss Warranty Act, 15 U.S.C. § 2302, 15 U.S.C. §2306, and 16 C.F.R.
5 702.3.

6 46. Defendant violated California Business & Professions Code §17200's prohibition
7 against engaging in an "unfair" business act or practice by, inter alia, systematically breaching its
8 contracts with consumers and the general public by conditioning service under both its express
9 warranty and Road Hazard Plus Agreement upon terms not contained in the written agreements.

10 47. Defendant's conduct offends public policy and is unethical, oppressive, unscrupulous
11 and violates the laws stated. Defendant's conduct caused and continues to cause substantial injury to
12 consumers who (1) pay on several hundred dollars for tires which are worth substantially less
13 because of the unwritten restrictions placed upon the warranty and Road Hazard Plus. Defendant's
14 conduct carries with it no substantial benefit that outweighs the costs borne by Named Plaintiffs and
15 Class Members.

16 48. Named Plaintiffs reserve the right to allege other violations of law which constitute
17 other "unlawful, unfair or fraudulent business act or practice," any "unfair, deceptive, untrue or
18 misleading advertising" and any act prohibited by Business & Profession Code §17500. Such
19 conduct is ongoing and continues to this date.

20 49. Defendant has thus engaged in acts and practices entitling Named Plaintiffs to
21 judgment and equitable monetary relief against it, in the form of the purchase price of the subject
22 tires, as set forth in the Prayer for Relief.

23 **FOURTH CAUSE OF ACTION**
24 **VIOLATION OF CALIFORNIA'S CONSUMER'S LEGAL REMEDIES ACT**
25 *Cal. Civ. Code §1750 et seq.*
(on behalf of California residents only)

26 50. Named Plaintiff hereby incorporates the preceding paragraphs of this Complaint as if
27 fully set forth herein.
28

1 51. At all relevant times, the subject tires constituted “goods,” as that term is defined in
2 Civ. Code § 1761(a).

3 52. At all relevant times, the Road Hazard Coverage Agreement was a contract for
4 “services” within the meaning of Civil Code § 1761(b).

5 53. At all relevant times, Named Plaintiffs were each a “consumer,” as that term is
6 defined in Civ. Code § 1761(d).

7 54. At all relevant times, Defendant was a “person,” as that term is defined in Civ. Code
8 § 1761(c).

9 55. At all relevant times, Named Plaintiffs’ purchase of the subject tires and/or Road
10 Hazard Coverage Agreement constituted a “transaction” as that term is defined in Civ. Code §
11 1761(e).

12 56. The CLRA provides in relevant part that “[t]he following unfair methods of
13 competition and unfair or deceptive acts or practices undertaken by any person in a transaction
14 intended to result or which results in the sale or lease of goods or services to any consumer are
15 unlawful:

16 “(5) Representing that goods or services have sponsorship, approval,
17 characteristics, ingredients, uses, benefits, or quantities which they do not have
18 or that a person has a sponsorship, approval, status, affiliation, or connection
19 which he or she does not have”,

20 “(9) Advertising goods or services with intent not to sell them as advertised”,
21 and

22 “(14) Representing that a transaction confers or involves rights, remedies, or
23 obligations which it does not have or involve, or which are prohibited by law”;
24 Civil Code §§ 1770(a)(5), (9) and (14).

25 57. At all pertinent times, Sears represented that its express warranty coverage and Road
26 Hazard Coverage Agreement contained only the terms provided in writing to purchasers at the time
27 of sale. This was incorrect, as Sears conditioned coverage under both upon proof of performance of
28 specific maintenance procedures.

1 58. Defendant's violations of the CLRA occurred as a result of common, written and
2 uniform statements of facts that were material to Named Plaintiffs and to all Class members, and
3 upon which Named Plaintiffs and all Class members relied upon and/or reasonably could be
4 expected to rely upon under all of the circumstances.

5 59. The conduct of which Named Plaintiffs and the Class complain occurred within
6 California.

7 60. Civil Code § 1780(a)(2) permits any court of competent jurisdiction to enjoin
8 practices that violate Civil Code § 1770.

9 61. Named Plaintiff and the Class are also entitled to recover attorneys' fees and costs
10 pursuant to Civil Code §§ 1780 and 1781.

11 62. Named Plaintiff and Class Members, as described herein, have suffered damage
12 and/or injury in fact as a result of Defendant's violations of the CLRA.

13 63. On or about April 26, 2011, Named Plaintiff served Defendant with the demand
14 described in Cal. Civ. Code §1782. Named Plaintiff specifically does not seek monetary damages
15 under this count during the period proscribed in Cal. Civ. Code § 1782, but reserve the right to
16 amend the complaint to do so if Defendants do not satisfactorily respond to that demand.

17 64. Named Plaintiffs and the Class are entitled to damages, restitution, and other relief
18 pursuant to Civil Code § 1780.

19 **FIFTH CAUSE OF ACTION**
20 **VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT**
21 15 U.S.C. 2302
(on behalf of all Class Members)

22 65. Named Plaintiff hereby incorporates the preceding paragraphs of this Complaint as if
23 fully set forth herein.

24 66. The tires sold to Class Members are a "consumer product" within the meaning of the
25 Magnuson-Moss Act, 15 U.S.C. § 2301(1).

26 67. Named Plaintiffs and Class members are "consumers" within the meaning of the
27 Magnuson-Moss Act, 15 U.S.C. § 2301(3).

28

1 68. Defendant is a “warrantor” within the meaning of the Magnuson-Moss Act, 15 U.S.C.
2 § 2301(4)-(5).

3 69. Defendant’s express warranty is a “written warranty” within the meaning of the
4 Magnuson-Moss Act, 15 U.S.C. §2301(6).

5 70. Defendant’s Road Hazard Coverage Agreement is a “service contract” within the
6 meaning of the Magnuson-Moss Act, 15 U.S.C. §2301(8)

7 71. Defendant’s conduct as described above violates 28 U.S.C. § 2302, which requires a
8 warrantor to “fully and conspicuously disclose in simple and readily understood language the terms
9 and conditions of such warranty”, including “a statement of what the consumer must do and
10 expenses he must bear.”

11 72. Defendant’s conduct as described above violates 16 C.F.R. 702.3, which requires that
12 the terms of the warranty be made available to consumers prior to the sale of the product.

13 73. Defendant’s conduct as described above violates 28 U.S.C. 2306, which requires that
14 a supplier “fully, clearly, and conspicuously discloses [the] terms and conditions [of a service
15 contract] in simple and readily understood language.

16 74. As a result of Defendant’s violations of the Magnuson-Moss Warranty Act, Named
17 Plaintiff and Class Members have incurred damages.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for a
20 judgment against Sears as follows:

21 a. For an order certifying the proposed Class herein under Federal Rule of Civil
22 Procedure 23(a) and (b)(3) and appointing Plaintiff and his counsel of record to represent said Class;

23 b. For an order that Sears be permanently enjoined from engaging in the unlawful
24 activities and practices complained of herein;

25 c. For an order awarding restitution and disgorgement of all charges paid by Plaintiff
26 and the Class Members and/or ill-gotten gains realized by Sears as a direct result of Sears’ unlawful,
27 unfair and/or fraudulent business practices complained of herein;

1 d. For an order, on Causes of Action 1, 2, 3 and 5, awarding as damages all monies paid
2 by Plaintiff and the Class Members for any repairs that had to be made by third party companies
3 because Sears refused to honor the written terms of its express warranty and Road Hazard Plus
4 Agreement.

5 e. For an order imposing a constructive trust for the benefit of Plaintiff and the Class
6 Members upon all charges paid by Plaintiff and the Class Members;

7 f. For declaratory relief as this Court deems appropriate;

8 g. For attorneys' fees and costs of suit, including expert witness fees;

9 h. For an order awarding pre-judgment and post-judgment interest as prescribed by law;

10 i. For an order, on Causes of Action 1, 2, 3 and 5, awarding actual and punitive
11 damages plus interest thereon; and,

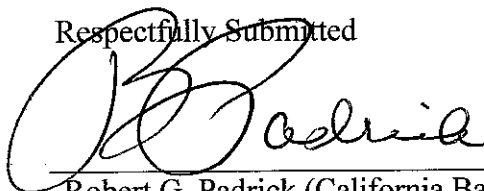
12 j. For such other further relief as this Court may deem just and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands a trial by jury on all claims so triable.

15 Dated: May 2, 2011

Respectfully Submitted



Robert G. Padrick (California Bar 103971)

18 Barbara Quinn Smith (Ohio Bar 0055328)
19 (*pro hac vice to be filed*)

20 **MADDOX HARGETT & CARUSO**
21 9853 Johnnycake Ridge Road, Suite 302
22 Mentor, OH 44060
23 Telephone: 440-354-4010
24 Facsimile: 440-848-8175

25 Thomas K. Caldwell (Indiana Bar 16001-49)
26 (*pro hac vice to be filed*)

27 T. John Kirk (Indiana Bar 27202-29)
28 (*pro hac vice to be filed*)
MADDOX HARGETT & CARUSO
10100 Lantern Road, Suite 150
Fishers, IN 46038
Telephone: 317-598-2040
Facsimile: 317-598-2050

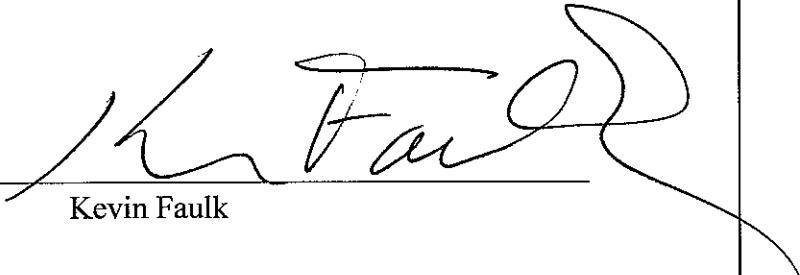
AFFIDAVIT RE: VENUE

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My name is Kevin Faulk and I have personal knowledge of the matters set forth herein.

- 1. I currently reside in Santa Clara County.
- 2. I resided in Santa Clara County at the time the contract or purchase order was entered into.
- 3. The contract or purchase order that is the subject of this dispute was in fact signed by me in Santa Clara County.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 5/2/2011 Signature: 
Kevin Faulk



shop auto accessories @sears.com

CUSTOMER INFORMATION NAME: FALK, KEVIN ADDRESS: 135 S 28TH ST CITY/ST/ZIP: SAN JOSE, CA 95116 HOME PHONE: (512) 791-4041		TAG # VEHICLE INFORMATION 2004 MAZDA 3 Series 4-2260 2.3L I4HC COLOR: GRAY OCCUPATION: LANE out TIME IN: 04/23/2009 07:11 PM TIME OUT: 04/23/2009 08:07 PM 29580	INITIAL ESTIMATE PARTS \$416.97 LABOR \$86.07 OTHER \$0.00 TAX \$38.57 TOTAL \$541.61	REVISED ESTIMATE DATE/TIME OF ESTIMATE: 04/23/2009 07:11 PM	CREATED BY: 91751 REVISION BY: 91751 PAYMENT TYPE: CASH <input type="checkbox"/> CREDIT <input type="checkbox"/> CHECK <input type="checkbox"/>
STORE INFORMATION 4838 - SEARS 2180 Tully Rd San Jose, CA 95122 (408) 234-1129 EPA Number: CA078274827 Repair Number: 2E022667		TIRE INSTALLATION INSTRUCTIONS LP RF SP BW WW Y LR RR SAVE OLD TIRES Y N AIR PRESSURE FRONT / REAR 32/32 - ALL O.E. APPLICATIONS WHL TORQUE SPECIFICATION 89N/65-87 - ALL O.E. APPLICATIONS	PHONE AUTHORIZATION <input type="checkbox"/> PHONE NUMBER CALLED CONTACTED BY DATE TIME		

QTY	ITEM #	DESCRIPTION OF MERCHANDISE	PRICE EA	EXTENSION	TECH.	ASSOC.
*	3	PS 09554638 TIRE, 20550217 FK ZEP128	\$136.99	\$410.97		91751
	3	AC 189021 LOCAL TIRE DISPOSAL	\$2.00	\$6.00		91751
	3	EF 082021 STATE ENVIRONMENTAL FEE	\$1.75	\$5.25		91751
	3	LB 19012006 TIREBALANCE, PERFORMANCE	\$14.99	\$44.97	287755	91751
	3	LB 19019505 ROAD HAZARD, PLUS AGREEMENT	\$13.70	\$41.10		91751

See reverse for important warranty terms and other information.

CUSTOMER WORK AUTHORIZATION
 (Signature)
 X

RETAIN FOR COMPARISON WITH MONTHLY STATEMENT OR FOR RETURN OR EXCHANGE

*09554638 QTY:3	TIRE, 20550217 FK	\$410.97
189021 QTY:3	LOCAL TIRE DISPO	\$6.00
082021 QTY:3	STATE ENVIRONMEN	\$5.25
19012006 QTY:3	TIREBALANCE, PER	\$44.97
19019505 QTY:3	ROAD HAZARD, PLUS	\$41.10

ALL NEW, NON-OEM PARTS UNLESS OTHERWISE SPECIFIED.

ITEM / WARRANTY INFORMATION / CSA COMMENTS / TECHNICIAN COMMENTS

Factory TPMS Available. Verify TPMS.

WARRANTY:
 09554638 : 40,000 MILE; Tread Depth: 10
 ALL LUG NUTS ON CUSTOM AND ALLOY WHEELS MUST BE RE-TORQUED AFTER 25 MILES AND CHECKED PERIODICALLY.

THE ITEMS INDICATED WITH AN ASTERISK (*) ARE SUBJECT TO A RESTOCKING AND/OR CANCELLATION FEE.

Parts SubTotal :	\$422.22
Labor SubTotal :	\$86.07
Reductions SubTotal :	\$0.00
SubTotal :	\$508.29
Tax : 9.250%	\$38.57
Total :	\$546.86

RC: 2037-6011-9568-6177

Credit Tendered : \$546.86

CARDTYPE : AMERICAN EXPRESS
 ACET # : WXXXXXXXXXX2000
 AUTH CODE : 622594
 CARD ID : VERIFIED
 AMERICAN EXPRESS TOTAL : \$546.86

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF \$546.86 AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH IN THE CARDHOLDER'S AGREEMENT WITH THE ISSUER IDENTIFIED HEREIN

Thank you for the opportunity to serve you.
 Our goal is to provide Fast, Expert Service.
 Please keep us in mind for your future automotive needs.

PURCHASED BY (Signature)

A 15% Restocking Fee may apply on returned merchandise
 A 15% Cancellation Fee may apply on Special Ordered Merchandise (except 24 hours)
 See Salesperson for details

RETURN OLD PARTS TO CUSTOMER

YOU ARE ENTITLED TO RECEIVE REPLACED AND REMOVED PARTS, OTHER THAN EXCHANGED OR WARRANTED PARTS WHICH WILL BE AVAILABLE FOR YOUR INSPECTION TO OBTAIN FULL WARRANTY BENEFITS, YOU MUST PRESENT YOUR RECEIPT AND THE DEFECTIVE PRODUCT OR THE VEHICLE ON WHICH THE SERVICE WAS PERFORMED

17451-National (Rev. 10/05) CUSTOMER COPY

LIMITED BATTERY WARRANTIES

Full Replacement Period During the Full Replacement Period indicated on the front of this invoice, if the battery you purchased fails to hold a charge as determined by our testing, we will place the battery you purchased free of charge. If we installed the original battery as indicated by your copy of the invoice or other evidence acceptable to us, we will place the replacement battery as part of our DieHard Service free of charge. If we did not originally install the battery being replaced or if there is no evidence of the original installation by us, installation, if requested, will be subject to our standard DieHard Service charge. If we replace a battery as provided in this paragraph, the Full Replacement Period applicable to your replacement battery shall be the unexpired portion of the Full Replacement Period relating to the replaced battery.

Proration Period During the Proration Period indicated on the front of this invoice, if the battery you purchased fails to hold a charge as determined by our testing, we will give you a credit toward the purchase of a new battery at any Sears Auto Center or another Sears affiliated store. The amount of your credit will be determined by multiplying the unexpired percentage of the original warranty period by the then current selling price of the returned battery or its replacement in our product line (after deducting any trade-in value). If we installed the original battery as indicated by your copy of the invoice or other evidence acceptable to us, we will install the replacement battery as part of our DieHard Service and give you a percentage credit toward our standard DieHard Service charge equal to the battery proration percentage. If we did not originally install the battery being replaced or if there is no evidence of the original installation by us, installation, if requested, will be subject to our standard DieHard Service charge.

Limitations These battery warranties apply only to the original purchaser and only if the battery is still in the vehicle where it was originally installed. If you use the battery for commercial use or in any vehicle other than a private passenger car or light passenger truck, the Full Replacement Period and the Proration Period will each be one-half as long as the periods specified above. Full replacement at no charge is not available without proof of original purchase date. These warranties are subject to the "GENERAL TERMS" that appear at the bottom of this page.

Exclusions These battery warranties do not apply to batteries used in vehicles without properly operating starting/charging systems.

How to Make a Claim To make a claim under the battery warranties described above, you must present your sales receipt or other record indicating the date of purchase at a Sears Auto Center or another Sears affiliated store, that sells vehicle batteries. If there is no record of the original purchase, we will consider the warranty period to have commenced on the first day of the month of the date code sticker affixed to the battery. Full replacement is not available without a record of the actual original purchase date. Instead, we will give you a credit toward the purchase of a new battery, as described under "Proration Period" above. This credit will be based on the unexpired portion of the total warranty period, which will be considered to begin on the last day of the month on the date code sticker.

LIMITED TIRE WARRANTIES

Full Replacement Period If the tire you purchased (as indicated on the front of this invoice) becomes unserviceable due to a defect in materials or workmanship at any time during the first 50% of its original treadlife, we will, at our option, replace it with an equivalent tire at no charge to you or refund to you the original purchase price. "Treadlife" means the period from purchase until there is 2/32 inch or less tread depth remaining on the tire, as measured across the entire width of the tread.

Proration Period If the tire you purchased (as indicated on the front of this invoice) becomes unserviceable due to a defect in materials or workmanship at any time during the remaining 50% of its original treadlife (as defined above), we will give you a credit toward the purchase of new tire. The amount of your credit will be determined by multiplying the percentage of remaining treadlife by the then current selling price of the returned tire. The new tire must be purchased at a Sears Auto Center.

Tires with Limited Lifetime Warranties If the front of this invoice indicates that the tire you purchased carries a "Limited Lifetime Warranty" and that tire becomes unserviceable due to a defect in materials or workmanship at any time during the original treadlife (as defined above); we will, at our option, replace it with an equivalent tire at no charge to you or refund to you the original purchase price.

Wearout Limited Warranty If the front of this invoice indicates that the tire you purchased is warranted for a specified number of miles (the "Mileage Warranty"), and the tread depth, measured across the entire width of the tread, is reduced to 2/32 inch or less prior to expiration of the Mileage Warranty, we will give you a credit toward the purchase of a new tire. The amount of your credit will be determined by multiplying the percentage of remaining mileage on the Mileage Warranty by the then current selling price of the returned tire. The new tire must be purchased at a Sears Auto Center.

Limitations These limited warranties apply only to the original purchaser and only if the tires have been used only on the vehicle on which they were originally installed. These limited warranties do not apply to vehicles registered or primarily operated outside the United States and Canada. These warranties are subject to the "GENERAL TERMS" that appear at the bottom of this page.

Exclusions These warranties do not apply to tire damage or wear caused by:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture);
- Incorrect mounting or demounting of the tire, tire/wheel imbalance, or improper repair (including section repairs or repairs having self-vulcanized plugs only);
- Improper maintenance, under/over-inflation, use while flat, tire spinning, or other abuse;
- Uneven or rapid wear caused by mechanical irregularity in the vehicle (e.g., wheel misalignment, defective brakes or shock absorbers) or operation in excess of tire/wheel manufacturers' specifications and recommendations;
- Modification of the tires by the addition or removal of material or intentional alteration to change the tire's appearance;
- Ozone or weather cracking or checking, if the tires were purchased more than 48 months before you presented them for warranty claim;
- The addition of liquid, solid or gaseous materials other than air, nitrogen, or carbon dioxide (e.g., sealers or balancing substances) to the tire; or
- Flat spotting due to improper storage, braking or chemical corrosion.

Under no circumstances will warranty coverage apply to any tire that is:

- Involved in an accident, fire, vandalism, or theft;
- Recapped, retreaded, regrooved, or used with chains;
- Used in racing or other competitive events.

How to Make a Claim To make a claim under any of the tire warranties described above, you must present your sales receipt or other record indicating your purchase including the date of purchase at a Sears Auto Center.

LIMITED WARRANTIES ON CERTAIN PARTS

These warranties are subject to the "GENERAL TERMS AND CONDITIONS" that appear on the bottom of this page.

If any of the parts listed below fail due to a defect in materials or workmanship during the corresponding Warranty Period indicated below and with physical proof of such parts failure, we will, at our option, replace that defective part only or refund the original purchase price of the defective part only. Installation of replacement parts will be within the corresponding defines indicated below.

PART DESCRIPTION	LIMITED PARTS WARRANTY	LIMITED INSTALLATION WARRANTY
Front end, Driveline, Strut mounts, Shock and strut accessories, and Suspension parts and components	2 years after purchase or 24,000 miles whichever occurs first	6 months after purchase or 6,000 miles whichever occurs first
Monroe Sens-Trac® and Reflex® shocks and struts, cartridges, Quick Struts® and Rancho Shocks®	<ul style="list-style-type: none"> • As long as part is owned by original purchaser and installed on the original vehicle • This warranty does not cover replacement based on mileage or ride comfort 	6 months after purchase or 6,000 miles whichever occurs first
Monroe Gas-Matic® shocks and struts, Monroe Air Adjustable® shocks and all other shocks and struts	6 months after purchase or 6,000 miles whichever occurs first	6 months after purchase or 6,000 miles whichever occurs first
Alternators and Starters	2 years after purchase or 24,000 miles whichever occurs first	6 months after purchase or 6,000 miles whichever occurs first

Limitations These warranties apply only to the original purchaser and the original vehicle. These warranties are not transferable.

Parts not installed by Sears We will replace only the defective part, provided that you show (1) proof of purchase from Sears and (2) there was no evidence of abuse or improper installation of the part.

How to Make a Claim To make a claim under any of the parts warranties described above, you must first present your sales receipt at a Sears Auto Center.

GENERAL TERMS

WE MAKE NO WARRANTIES ON ANY OF THE PRODUCTS DESCRIBED ON THIS PAGE OTHER THAN THOSE DESCRIBED ABOVE. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THESE LIMITED WARRANTIES DO NOT PROVIDE COMPENSATION FOR LOSS OF TIME, LOSS OF USE OF VEHICLE, INCONVENIENCE OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you.

THE WARRANTIES ON THIS PAGE GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

SERVICE WARRANTIES

GENERAL AUTOMOTIVE SERVICE WARRANTY

Except as stated separately in this invoice, we warrant all automotive services performed and related parts installed against defects in materials and workmanship for 6 months or 6,000 miles after your purchase of such services and parts, whichever occurs first. If any such part or service fails during this period, we will, at our option, repair or replace any malfunctioning part and/or re-perform the service, all at no charge to you. These warranties apply only to the original purchaser.

ALIGNMENT WARRANTY

If the tires on the vehicle described on the front of this invoice experience uneven wear or if the alignment of this vehicle is outside the vehicle manufacturer's specifications within 6 months or 6,000 miles after your initial purchase of an alignment, whichever occurs first, we will perform another alignment free of charge. This alignment warranty does not apply to vehicles used for racing, having altered suspensions, showing signs of defective mechanical parts or abuse, or having suspension work performed by other persons or companies during the warranty period.

BRAKE SERVICE WARRANTY

Brake Service Warranty: We warrant all services performed and parts installed as indicated on the front of this invoice from the date of the original purchase. If any part or service included in this service fails during this period, we will, at our option, repair or replace any malfunctioning part and/or re-perform the service to remedy this failure, all at no charge to you.
Exclusions: These brake warranties do not cover any parts other than those itemized as part of the brake service on the front of this invoice. These brake warranties do not apply to any vehicle driven under unusually hazardous conditions (e.g., racing, off-roading).

PERFORMANCE BALANCE SERVICE WARRANTY

Services and Term: This Performance Balance Service entitles you to obtain wheel balancing service at no additional charge whenever you experience a vibration, unusual wear or any other type of ride complaint. This Balance ends for each Tire upon the first to occur of: (a) you no longer own the vehicle described on the front of this invoice or the Tire is removed from the vehicle or (b) the Tire is worn beyond its original "treadlife," which occurs when 2/32 of an inch or less of tread remains on the Tire.
Exclusions: This Balance does not entitle you to the repair or replacement of any Tire. This Balance Service does not cover rebalancing as a result of service performed by anyone other than us.
Limitations: This Balance Service provides only for the re-performance of balancing services on the Tires and does not entitle you to any other products or services.

GENERAL TERMS

To obtain service under any of the above warranties, return to any Sears Auto Center. You must present your receipt and the vehicle on which service was performed to obtain these warranty services.

WE MAKE NO WARRANTIES OTHER THAN THOSE DESCRIBED ABOVE ON ANY OF THE SERVICES DESCRIBED ON THIS PAGE. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THESE WARRANTIES DO NOT PROVIDE COMPENSATION FOR LOSS OF TIME, LOSS OF USE OF VEHICLE, INCONVENIENCE OR CONSEQUENTIAL DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you.

The warranties on this page give you specific legal rights, and you may have other rights that vary from state to state.

Sears, Roebuck and Co., 3333 Beverly Rd., Hoffman Estates, IL 60179

ROAD HAZARD PLUS AGREEMENT

Warranty Services Provided: This Road Hazard Plus Agreement ("Agreement") entitles you to expanded warranty coverage for the tire or tires listed with the Road Hazard Plus purchase on this invoice ("tire") as follows: (a) repair or replacement, as detailed below, of a tire covered by this Agreement which becomes unserviceable due to normal wear and tear, including Road Hazards, experienced under ordinary driving conditions in the U.S. (a "damaged tire"); (b) mounting, inflating and balancing of the repaired tire, or a replacement tire with a new valve stem as described below, and (c) the right to a 25% discount off the regular price of our alignment service when your tire is repaired or replaced under this Agreement. For purposes of this Agreement, "Road Hazards" are small objects in the roadway that are neither readily visible nor avoidable (e.g., nails, broken glass) and road surface defects (e.g., potholes, uneven pavement) that are typically encountered under ordinary driving conditions in the U.S. This warranty is separate from and in addition to:

- Any manufacturer's warranties against defects in tire design or construction,
- Any mileage or wear-out warranties offered by the manufacturer or us, and
- Our warranties on repair services performed on your vehicle.

Repair/Replacement: If a damaged tire can be repaired, we will repair, balance, inflate and remount the tire for no additional charge. For a tire damaged in the first 25% of its original treadlife that cannot be repaired, we will replace it and mount, inflate and balance the new tire with a new valve stem, if needed, for no additional charge. For a damaged tire that occurs after the first 25% of its original treadlife, you will receive a credit towards the purchase of a new replacement tire at any Sears Auto Center. Your credit will be determined by the then current selling price of the same tire (or, if no longer available, an equivalent tire), plus the price of mounting, inflating, balancing and valve stem multiplied by the percentage of usable tread remaining on the irreparable damaged tire. If you obtain a warranty adjustment or replacement tire due to a defect in materials or workmanship, your new tire will continue to be covered under this Agreement for the duration of the term.

Term: This Agreement ends for each tire upon the first to occur of: (a) the tire is worn beyond its original "treadlife," which occurs when 2/32 of an inch or less of tread remains on the tire (b) the tire is damaged beyond repair by a cause other than normal wear and tear (including Road Hazards) experienced under ordinary driving conditions in the U.S.; (c) you receive a replacement tire or credit under this Agreement for a damaged tire that is not repairable; or (d) four years after the date you purchased this Agreement.

Responsible Provider: This Agreement is sold by, and legal and financial responsibility for providing the warranty services to which you are entitled under this Agreement lies with:

Sears, Roebuck and Co., 3333 Beverly Road, Hoffman Estates, Illinois 60179

Owner's Obligations: It is your obligation to ensure that your tire and wheel assemblies are in balance; that your tires are properly inflated; that your vehicle is properly aligned in accordance with the vehicle manufacturer's specifications; and that further damage to a damaged tire is minimized. In addition, you must present your sales receipt showing purchase of the Road Hazard Plus Agreement to obtain any services or compensation under this Agreement.

Exclusions: This Agreement does not provide any services or compensation for: cosmetic damage; any damage or failure from causes other than normal wear and tear, including but not limited to any damage caused by fire; theft; vandalism; abuse; collision; defects in the vehicle; use of tire chains; misalignment; failure to ensure proper mounting, balancing, inflation and other preventive maintenance; or driving under unusually hazardous conditions (e.g., racing, off-roading, dangerous weather). This Agreement is designed to offer you expanded warranty benefits that extend beyond the scope of other warranties that may be offered by the tire manufacturer or us.

Limitations of Liability: This Agreement provides limited repair or replacement of a tire that fails under normal wear and tear (including Road Hazards) and does not include preventive maintenance. Our only liabilities are: (1) to either repair the tire; replace, mount and balance the tire if in the first 25% of treadlife; or give a credit against the purchase of a replacement tire after the first 25% of treadlife and (2) to offer the discount on replacement tire alignment as provided in this Agreement. We will not be liable for any special, incidental or consequential damages.

No Right to Transfer: You may not transfer or assign this Agreement to any other person. This Agreement applies only to the original purchaser of the tire and only as long as the tire is installed on the vehicle specified on the reverse side of this Agreement.

Cancellation Rights: You may cancel this Agreement for any reason at any time by giving notice of cancellation to authorized store personnel at any Sears Auto Center. If you have not obtained any services under this Agreement, you may cancel it within 60 days of purchase, and this Agreement will be void and we will refund 100% of the purchase price. After 60 days, you may cancel this Agreement and receive a prorated refund of the purchase price as follows:

Time After Purchase	Percentage of Purchase Price Refunded	Time After Purchase	Percentage of Purchase Price Refunded
61 days to 1 year	25%	2 years to 3 years	10%
1 year to 2 years	15%	3 years to 4 years	0%

In those states where a prorated refund of the purchase price is required, we will make a prorated refund based on the number of months remaining in the 4-year term.

California Residents—If we fail to refund your money within 30 days after you notify us of a cancellation under this paragraph, we are required by law to pay you a penalty of 10% per month on the refund amount.

Purchase Price: The total retail price you paid for this Agreement represents the sum of four annual installment payments, which you have paid up front, in full.

TIRE CARE AND MAINTENANCE RECOMMENDATIONS TO AVOID PREMATURE WEAR AND TIRE FAILURE
DRIVING ON ANY TIRE THAT DOES NOT HAVE THE CORRECT INFLATION PRESSURE IS DANGEROUS AND WILL CAUSE TIRE DAMAGE

FAILURE TO MAINTAIN CORRECT INFLATION PRESSURE MAY RESULT IN SUDDEN TIRE DESTRUCTION, IMPROPER VEHICLE HANDLING, AND MAY CAUSE RAPID AND IRREGULAR TIRE WEAR. THEREFORE INFLATION PRESSURES SHOULD BE CHECKED FREQUENTLY, AT LEAST ONCE A MONTH, AND ALWAYS PRIOR TO LONG DISTANCE TRIPS. PRESSURES SHOULD BE CHECKED WHEN TIRES ARE COLD. IN OTHER WORDS, AT LEAST 2 HOURS AFTER THEY HAVE BEEN USED ON YOUR VEHICLE.

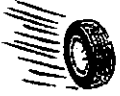
Know the correct inflation pressure for your vehicle. Check your vehicle manufacturer's requirements. These pressures must be maintained as a minimum.

For continuous high speed driving, add 4 pounds pressure for highway passenger and 10 pounds for light truck tires but do not exceed the maximum pressure marked on the tire.

Never "BLEED" air from hot tires as your tires will be underinflated. Use an accurate tire gauge to check pressures.

HIGH SPEED DRIVING CAN BE DANGEROUS AND MAY BE DAMAGING TO YOUR TIRES. YOU SHOULD NOT EXCEED REASONABLE SPEEDS AS INDICATED BY THE LEGAL LIMITS AND DRIVING CONDITIONS.

ALL LUG NUTS ON CUSTOM AND ALLOY WHEELS MUST BE RE-TORQUED AFTER 25 MILES AND CHECKED PERIODICALLY.



APPLYING TIRES TO YOUR VEHICLE WITH A LOWER SPEED RATING THAN THE ORIGINAL EQUIPMENT TIRE FOR YOUR VEHICLE IS NOT RECOMMENDED AND MAY CHANGE THE HANDLING AND PERFORMANCE OF THE VEHICLE. YOUR VEHICLE SHOULD NOT BE OPERATED AT SPEEDS IN EXCESS OF THE REPLACEMENT TIRE'S SPEED RATING.



LEADING TIRE MANUFACTURERS RECOMMEND THAT THE TIRES WITH THE BEST TRACTION BE MOUNTED ON THE REAR OF THE VEHICLE, EVEN ON FRONT WHEEL DRIVE VEHICLES, FOR BETTER PERFORMANCE ON WET AND SLICK ROADS.

INSPECT YOUR TIRES FREQUENTLY

DRIVING ON DAMAGED OR BADLY WORN TIRES COULD RESULT IN TIRE DESTRUCTION. DO NOT DRIVE ON BADLY WORN TIRES. They will not provide adequate traction, particularly in wet weather. Consider your tires worn out and unsafe when the tread depth is 2/32" or less in any groove. Sears passenger tires contain "Wear-Bars" in the grooves of the tire tread which show up when 2/32nds of an inch or less of tread is remaining. At this stage your tires must be replaced. Tires worn beyond this stage are dangerous.

DO NOT DRIVE ON DAMAGED TIRES. Avoid unnecessary impacts with holes and other objects which can ultimately cause tire failure. Examine tires periodically for general condition. Punctures can cause carcass damage. If in doubt, have your tires checked at your nearest Sears Auto Center.

Maintain proper wheel alignment and balance to avoid premature tire wear and erratic vehicle handling.

Treadwear may be improved by periodic tire rotation. Sears Auto Center offers tire rotation on most vehicles. Before rotating tires, always consult the owner's manual for rotation recommendations for specific vehicles. If no rotation period is specified, tires should be rotated at any sign of uneven tire wear. Your tires should be rotated by a qualified tire technician.

IMPROPER TIRE MIXING IS DANGEROUS. Ideally, all four tires on a vehicle should be of the same construction type (all bias, bias-belted, or all radial) and of the same aspect ratio/size. Never mix tires of different construction types or aspect ratios on the same axle. Also, under no circumstance should radial tires be mounted on the front axle, including front wheel drive vehicles, with non-radial tires on the rear axle. If it is necessary to mix different aspect ratios on the same vehicle, those tires having the lower aspect ratio, which provides for improved vehicle stability, should always be installed on the rear axle. FAILURE TO OBSERVE THIS RULE OR MIXING TIRES OF DIFFERENT CONSTRUCTION TYPES OR ASPECT RATIOS MAY PRODUCE DANGEROUS HANDLING CHARACTERISTICS IN YOUR VEHICLE AND LEAD TO AN ACCIDENT.

DO NOT OVERLOAD The maximum load rating of your tires is marked on the tire sidewall. Do not exceed these ratings. Follow the loading instructions of the manufacturer of your vehicle and this will insure that your tires are not overloaded. TIRES WHICH ARE LOADED BEYOND THEIR MAXIMUM ALLOWABLE LOADS FOR THE PARTICULAR APPLICATION WILL BUILD UP EXCESSIVE HEAT THAT MAY RESULT IN SUDDEN TIRE DESTRUCTION. See Above. DO NOT EXCEED THE GROSS AXLE WEIGHT RATINGS FOR ANY AXLE ON YOUR VEHICLE

TRAILERS Check the tire decal and the owner's manual supplied by the manufacturer of your vehicle for recommendations on trailer towing.

REPAIRS Punctures in the tread of passenger tires may not be repairable. To determine whether or not a tire is repairable, go to a qualified tire technician. DO NOT USE AN INNER TUBE FOR THE REPAIR OF A DAMAGED TIRE. DO NOT PLUG REPAIRS. UNDER NO CIRCUMSTANCES ARE PUNCTURES IN EXCESS OF 1/4" REPAIRABLE.

STORAGE When tires are stored, they should be stored in a cool place away from sources of heat and ozone such as hot pipes and electric generators. Be sure that surfaces on which tires are stored are clean and free from grease, gasoline or other substances which may deteriorate the rubber. TIRES EXPOSED TO THESE MATERIALS DURING STORAGE OR DRIVING COULD BE SUBJECT TO SUDDEN FAILURE.

TIRE SPINNING When in mud, sand, snow or ice conditions, do not spin wheels excessively. In such conditions, with automatic transmission vehicles, by accelerating excessively, it is possible to spin one of the drive tires beyond its speed capacity. This is also true when balancing a drive tire/wheel assembly using the engine of the vehicle to spin the wheel.

VALVES Old valves may leak. New tires deserve new valves. Use valve caps.

BATTERY REMOVAL AND INSTALLATION

WARNING: KEEP BATTERY OUT OF REACH OF CHILDREN. DO NOT TIP BATTERY.

POISON: CAUSES SEVERE BURNS. Contains sulfuric acid. Avoid ingestion and contact with eyes, skin or clothing.

ANTIDOTE: INTERNAL—If ingested, drink large amounts of water or milk mixed with egg whites, if conscious. DO NOT induce vomiting. Seek prompt medical attention.

EYES—Flush immediately with large amounts of water for at least 15 minutes. Seek prompt medical attention.

EXTERNAL—Flush immediately with water. Seek medical attention.

DANGER: EXPLOSIVE—CAN CAUSE BLINDNESS OR OTHER SEVERE INJURIES. Batteries produce explosive gases. Keep sparks, flames, and cigarettes away. Ventilate when charging or using in enclosed space. Always shield eyes and face when working near batteries.

Battery IMPORTANT—Turn off all switches. Close vehicle doors. Before removing cables, note battery position and cable polarity and tie a string to the cable connected to the positive (+) terminal.

Removal and Installation: 1. CAUTION—When removing battery, always remove the grounded cable first and when installing battery, connect the grounded cable last. The grounded cable is the one connected to the engine or frame.

2. Loosen and remove battery holddown clamp.

3. Carefully lift out old battery; do not tip.

4. Clean battery tray. If necessary, use wire brush or scraper to remove corrosion. Be sure drain holes are open and there are no stones or other foreign objects in tray that could pierce base of battery.

5. Gently lower battery into correct position for connecting battery cables. Clean cable terminal connectors with wire brush. Replace damaged or corroded connectors or frayed cables.

6. Position holddown clamp and tighten fasteners. Over-tightening of holddown clamp may result in a distorted or cracked case.

7. Connect cables, making certain that positive (+) cable is attached to positive terminal and negative (-) cable to negative terminal. Always connect the ground cable last. Spread cable clamp if necessary so it will fit easily on the terminal. Clamp must never be pounded on to terminal. Tighten seated clamp securely and coat with Corrosion Protection. On side terminal batteries tighten bolt finger tight and wrench tighten no more than 1/4 turn. (Torque 5 to 7 foot pounds.) Installing cables backwards can ruin the components of a car's charging system.

NOTE: Broken cases, posts and component damage due to improper installation are not covered by battery warranties.



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On Your Side

Will Sears Keep Its Promise?

A consumer-friendly change to warranty policy slips through the cracks.

by: Ron Burley | from: [AARP](#) | November 9, 2010

Regular readers of this column know that I do more than solve problems for individual readers. I also encourage companies to change policies to prevent similar situations in the future, and when companies promise to mend their ways, I generally take their word that they will. That's why I was disappointed to find out that Sears hasn't followed through on its year-old pledge to revise its tire warranty.

AARP member Ronald Sexton of Vesuvius, Va., first brought the [tire warranty problem](#) to light. Sears told him he had violated the warranty on his tires by failing to rotate them every 5,000 miles.

But Sears's warranty didn't mention tire rotation, merely that it could be voided by "improper maintenance," which a Sears tire center manager where Sexton went interpreted as meaning tire rotation is a must.

We disagreed and took the matter to Rick Sawyer, Sears Automotive vice president, who saw things our way. Besides providing Sexton with a \$200 gift card as compensation for prematurely worn tires, Sawyer promised to rewrite the warranty to specify the elements of proper maintenance. Case closed — except that the rewrite never happened.

When I stopped by my local Sears tire center recently, I discovered that, a full year later, the tire warranty had yet to be changed, so Sears customers might still be denied warranty coverage for tire replacements and repairs.

I immediately called Sawyer, only to find out that his number had been disconnected. A few more calls to Sears eventually yielded a call back from Larry Costello in public relations. He informed me that Sawyer had indeed left the company — retired — more than six months earlier. I explained the situation to him, and the next day he called again.

"This is something that fell through the cracks when Rick Sawyer retired from the company," Costello told me. He was also armed with a statement from the new head of Sears Automotive, Joe Finney, who promised, "Our goal is to have the warranty language clarified in all states by January 31, 2011."



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According to Costello, the warranty agreements will specify tire rotation as a required part of proper maintenance. While that was nice to hear, it raised another question: How should a Sears customer prove the tires have been rotated as required?

"If Sears customers had their tires rotated in Sears centers, there would be a record," Costello said. "If the work was done elsewhere, they'll need to show a receipt."

Warranties are only as good as your ability to enforce them. To protect yourself, keep adequate records, file all receipts and challenge ambiguous phrases such as "improper maintenance" at the time of sale rather than the day of disaster.

Of course, I'll check again in February to see if Sears has — finally — kept its promise.

Ron Burley is the author of Unscrewed: The Consumer's Guide to Getting What You Paid For.