

Devon T. Barber

Devon Tyler Barber – *Pro Se Plaintiff*
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SUPERIOR COURT OF NEW JERSEY

LAW DIVISION – CIVIL PART – ATLANTIC COUNTY

DEVON TYLER BARBER,

Plaintiff,

v.

**CARMAX BUSINESS SERVICES
LLC; EXETER FINANCE LLC; and
JOHN DOES 1–10,**
Defendant.

Docket No. ATL-L-002869-25
(Consolidated with ATL-L-002908-25)

Civil Action

**COVER LETTER – TEAM 203
CASE MANAGEMENT**

October 30, 2025

VIA JUDICIARY ELECTRONIC DOCUMENT SUBMISSION (JEDS)

Team 203 – Civil Case Management
Superior Court of New Jersey
Law Division – Civil Part – Atlantic County
1201 Bacharach Boulevard
Atlantic City, NJ 08401

Re: *Barber v. CarMax Business Services LLC et al.*

Docket No. ATL-L-002869-25 (consolidated with ATL-L-002908-25)

Subject: First Amended Complaint – Supplemental Evidence (Text Messages Oct 29 2024 – Jan 31 2025)

Dear Case Management Team:

Please accept for electronic filing the enclosed **First Amended Complaint (Supplemental)**,
filed as of right under R. 4:9-1 (prior to service and answer).

This amendment adds **Exhibit F (text-message evidence)** confirming a post-sale, multi-step approval process and continued lien irregularities.

It does **not withdraw or replace** any prior pleading.

Included for docketing:

1. Cover Letter
2. First Amended Complaint (Supplemental)
3. Exhibit F – Text Message Screenshots (F-1 to F-6)
4. Certification pursuant to R. 1:4-4(b)
5. Certificate of Service (JEDS only)

Kindly docket this under ATL-L-002869-25 and note the consolidation with 002908-25.
Please confirm acceptance by JEDS notification.

Respectfully submitted,

/s/ **Devon T. Barber**

Devon Tyler Barber – Pro Se Plaintiff

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FIRST AMENDED COMPLAINT (SUPPLEMENTAL)

*(Adding Supplemental Evidence and
 Facts Pursuant to R. 4:9-1)*

TABLE OF EXHIBITS

(Comprehensive Reference – Exhibits A through E previously filed; Exhibit F newly submitted)

Exhibit	Title / Description	Purpose / Evidentiary Relevance
A	Retail Installment Sale Contract and Bill of Sale (Volkswagen Passat)	Establishes transaction terms and contractual foundation for fraud and rescission claims
B	Proof of Payment and Down Payment Receipts	Demonstrates Plaintiff's consideration and supports restitution
C	Midas Tire Replacement Invoice (2024)	Confirms misrepresentation of vehicle condition
D	MVC Title and Lien Search Report	Shows defective title and fraudulent lien transfer
E	CarMax / Exeter Email Correspondence (2023–2024)	Demonstrates ongoing coercive conduct and pattern of deceptive practice
F	Text Message Chronology (Oct 29 2024 – Jan 31 2025)	Newly discovered communications confirming post-sale approval steps and lien irregularities

Statement of Continuation: Exhibits A through E are already of record under the consolidated dockets. This submission adds Exhibit F solely as newly discovered evidence.

PRELIMINARY NOTE

1. Plaintiff Devon Tyler Barber files this First Amended Complaint (Supplemental) pursuant to R. 4:9-1. This filing adds newly discovered documentary evidence – text messages with CarMax representatives from October 29 2024 through January 31 2025 – confirming post-delivery approval steps, service appointments, and title delays that support existing claims for fraud, unconscionable practice, and fraudulent lien. It does not replace or withdraw any prior pleadings.

SUPPLEMENTAL STATEMENT OF FACTS

2. On **October 29, 2024**, Plaintiff completed the purchase of a 2019 Volkswagen Passat from **CarMax Maple Shade**, signing the retail installment contract and related sales documents electronically through CarMax’s online platform. Plaintiff took physical delivery of the vehicle the same day and drove it from the lot.
3. That same evening, at **5:51 p.m.**, CarMax texted Plaintiff confirming a “**Test Drive, Finish Financing Appointment**” scheduled for **October 30, 2024, 2:00 p.m.** at 531 Route 38 West, Maple Shade, NJ. The message recited the financing terms: monthly payment \$437.93; amount financed \$14,696.37; down payment \$2,500.00; APR 29%; term 72 months; lender Exeter Finance Corp., P.O. Box 166008, Irving, TX 75016.
4. Although the sale was already consummated, CarMax continued communicating as though approval and documentation were still in process. Plaintiff promptly uploaded Progressive

Insurance verification at CarMax’s request; a representative confirmed receipt and thanked him.

5. Between **October 29–30, 2024**, CarMax employees **Brittany** and **Lequicia** of the “Transaction Support Team” sent additional texts acknowledging they were “reviewing order details,” “needing additional documents to complete this process,” and providing direct contact numbers. Plaintiff cooperated fully.
6. CarMax then emailed a link to execute the **electronic sales documents**, which Plaintiff completed, after which the dealership demanded additional handwritten (“cursive”) signatures in person—a pattern previously used with both the prior Jetta transaction and this Passat acquisition.
7. Despite the completed sale, CarMax retained post-delivery control over the paperwork and repeatedly threatened repossession unless Plaintiff returned to re-sign. This conduct reflected ongoing control and coercion inconsistent with a finalized retail installment sale.
8. On **November 14, 2024**, CarMax texted Plaintiff a **service-appointment reminder**: “CarMax Appt Reminder for service 10:00 on Fri. Call (856) 234-7307 Opt. 4 to reschedule...” Plaintiff declined the appointment due to CarMax’s demonstrated pattern of fraud, lack of accountability, and distrust of any further dealership handling of the vehicle.
9. Approximately two months later, on **January 30, 2025 at 2:29 p.m.**, CarMax texted: “Hi Devon. This is CarMax in Maple Shade to inform you that your plates and registration are ready for pick up or if you would like them to be FedEx’d to you, please confirm the address you would like them to be sent to.”
10. This was the first notice regarding registration since the October 29 purchase.

11. That same day at **4:53 p.m.**, Plaintiff formally instructed CarMax to **ship the plates and registration** to 325 E. Jimmie Leeds Rd., Suite 7-333, Galloway Township, NJ, reiterating that the property was held in private trust and requesting confirmation of dispatch and tracking.
12. At **7:36 p.m.**, CarMax responded: “Good Evening Devon, your plates and registration will be sent via FedEx to the address above with tracking 771786572606. Since FedEx picked up already for today, they will be picked up tomorrow and will be received on Saturday at the time FedEx delivers in the area.”
13. On **January 31, 2025 at 12:07 p.m.**, Plaintiff emailed CarMax stating that an **MVC lien search** still listed the prior individual owner as lienholder, requesting confirmation that CarMax had satisfied and properly transferred the lien and title. No response was ever received.
14. True and correct copies of these communications (October 29 2024 through January 31 2025) are attached collectively as **Exhibit F (F-1 through F-6)**.
15. This timeline shows a **completed sale on October 29, 2024** followed by a **two-month delay in registration, continued post-sale control, and lien irregularities**, all corroborating Plaintiff’s claims of **fraudulent lien practice, coercive sales tactics, and unconscionable commercial conduct** in violation of N.J.S.A. 56:8-2 and N.J.S.A. 12A:9-625(b).

SUPPLEMENTAL COUNT – CONTINUING VIOLATIONS OF THE CONSUMER FRAUD ACT

16. Plaintiff incorporates all preceding paragraphs and prior pleadings.
17. The CarMax communications constitute ongoing misrepresentation, concealment, and coercive sales tactics in violation of N.J.S.A. 56:8-2.

18. Defendants' pattern of delayed title processing, inflated pricing, and failure to respond to lien concerns supports relief under N.J.S.A. 56:8-19 (treble damages) and N.J.S.A. 12A:9-625(b) (lien nullification).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court:

- A.** Accept this First Amended Complaint (Supplemental) under R. 4:9-1;
- B.** Admit Exhibit F as supplemental evidence to the record;
- C.** Declare Defendants' conduct fraudulent and unconscionable;
- D.** Grant rescission, treble damages, and lien discharge consistent with law and equity; and
- E.** Grant such further relief as the Court deems just and proper.

Executed October 29th, 2025.

/s/ **Devon T. Barber**

Devon Tyler Barber – Pro Se Plaintiff

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CARMAX BUSINESS

SERVICES LLC; EXETER

FINANCE LLC; and JOHN

DOES 1–10,

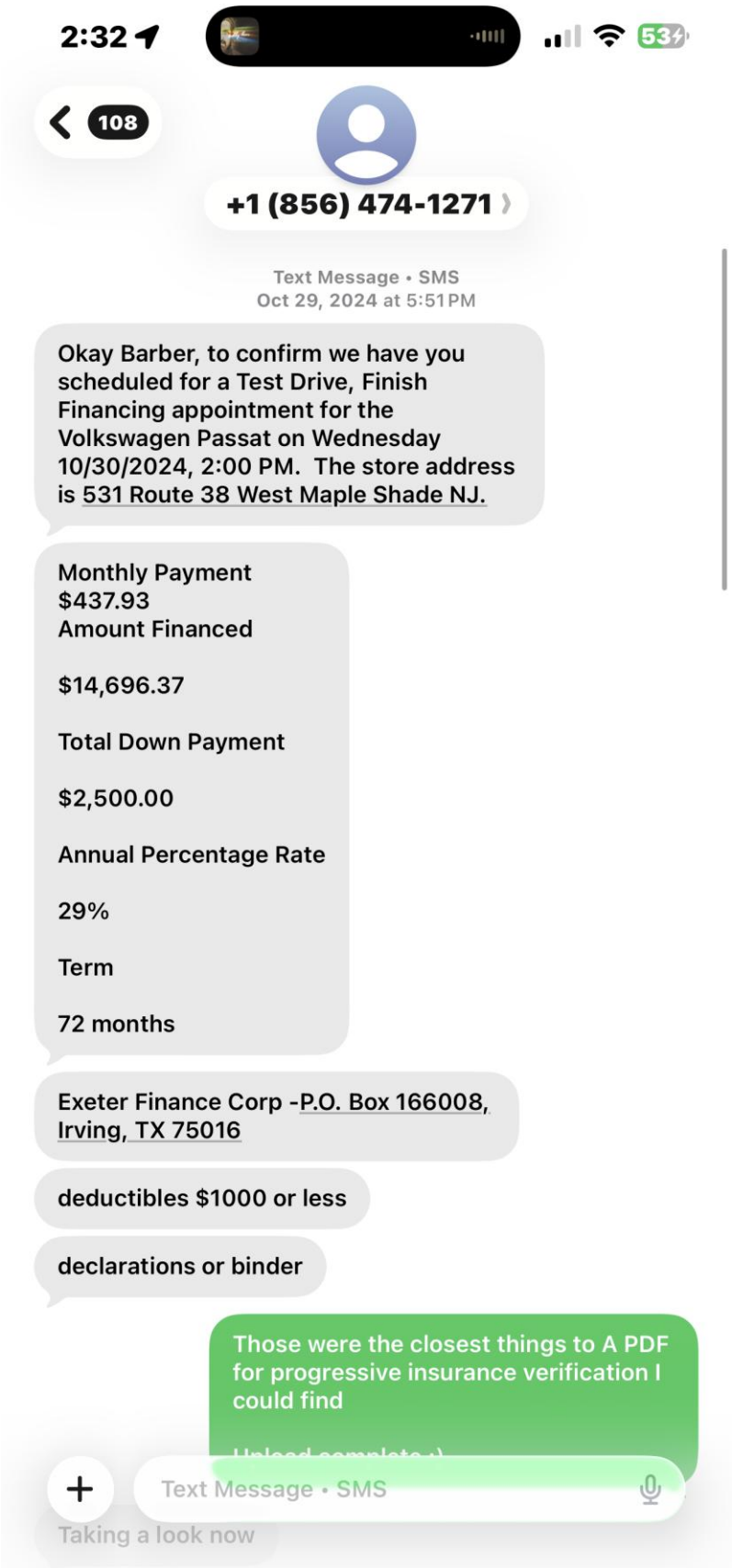
Defendant.

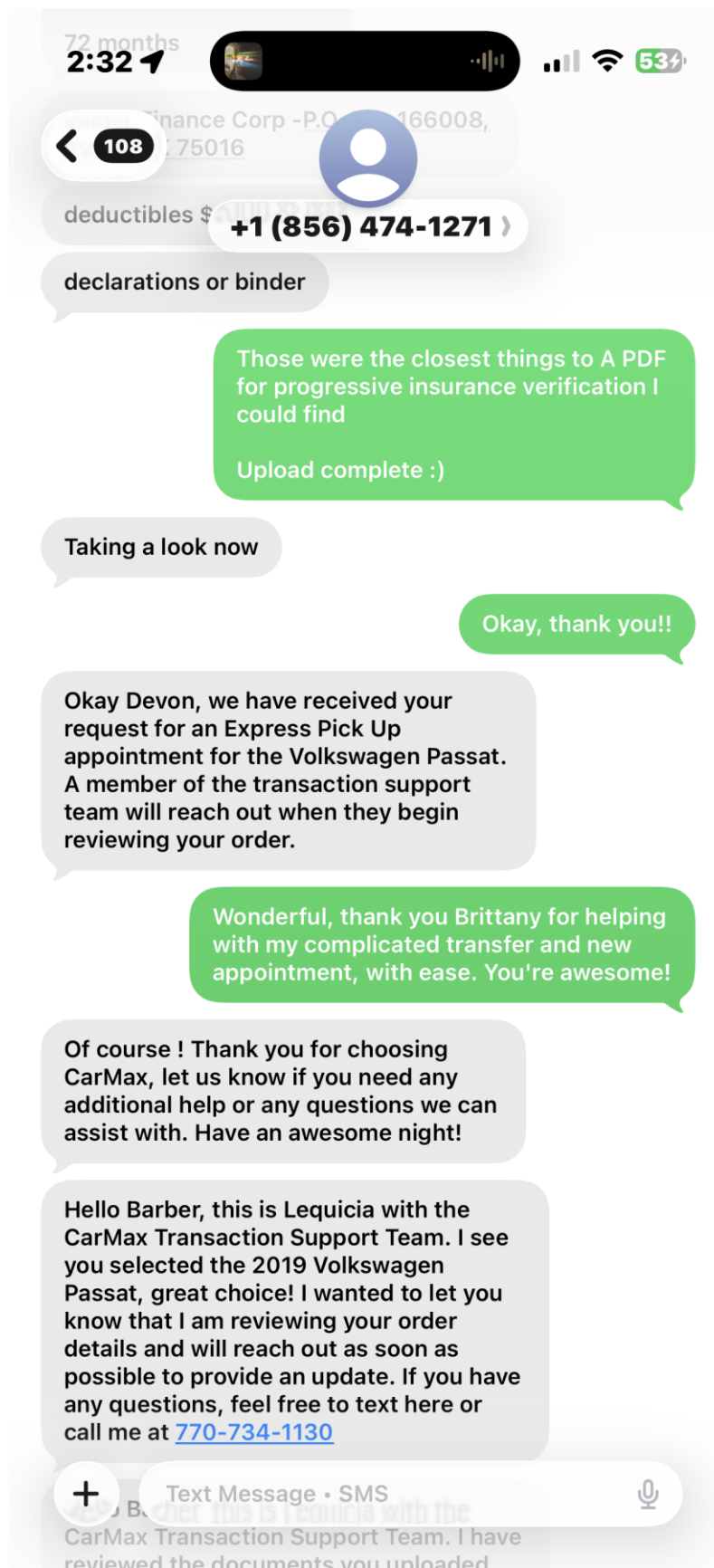
Docket No. ATL-L-002869-25

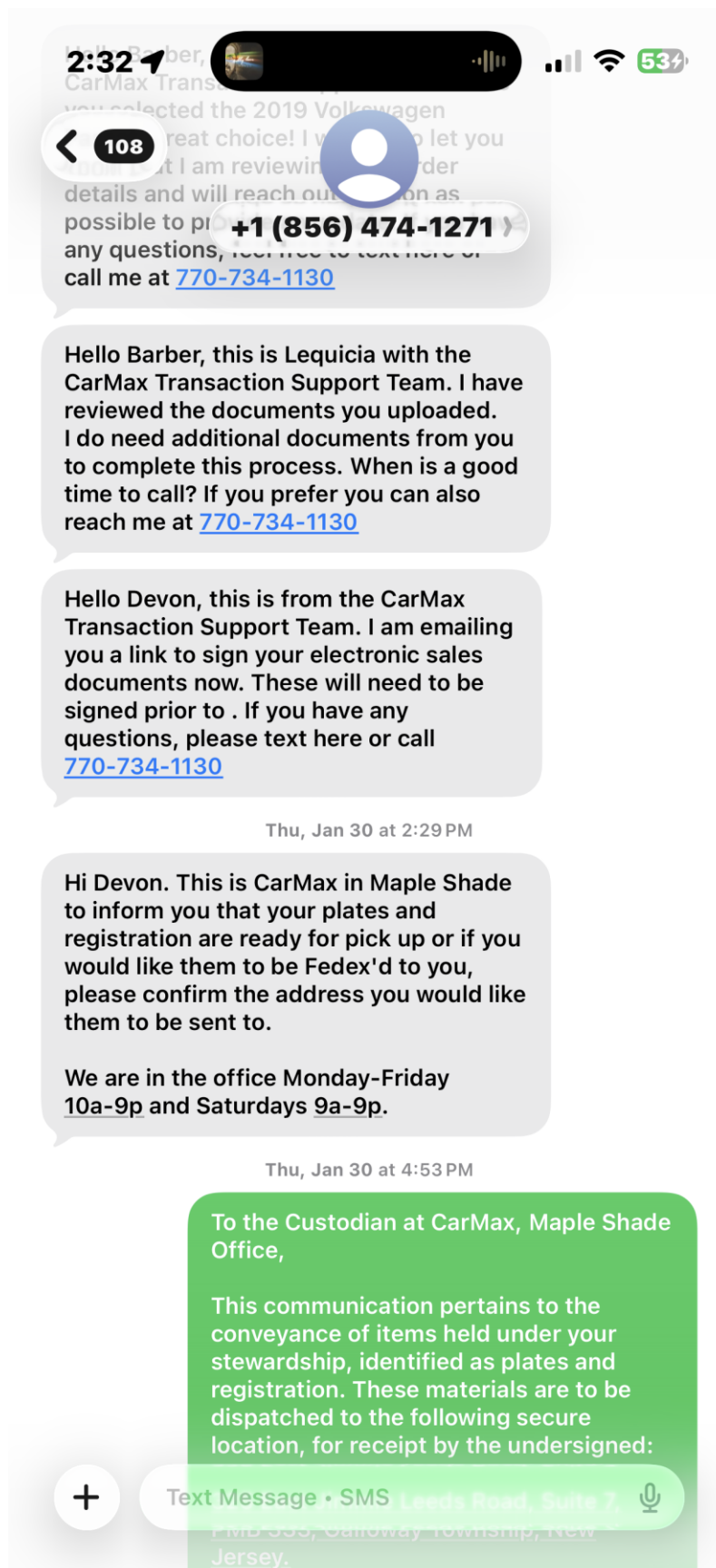
(Consolidated with ATL-L-002908-25)

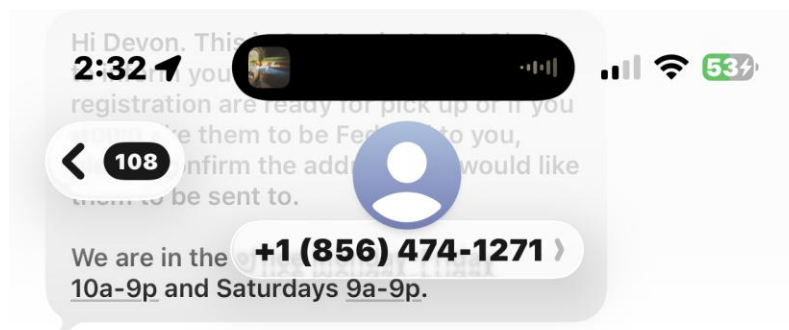
Civil Action

EXHIBIT F









Thu, Jan 30 at 4:53 PM

To the Custodian at CarMax, Maple Shade Office,

This communication pertains to the conveyance of items held under your stewardship, identified as plates and registration. These materials are to be dispatched to the following secure location, for receipt by the undersigned:

325 East Jimmie Leeds Road, Suite 7, PMB 333, Galloway Township, New Jersey.

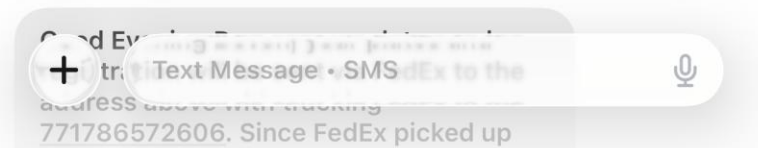
Kindly ensure the transfer is executed with all due care and according to procedural integrity. This property is secured under private trust, operating within the confines of non-commercial use, and backed by constitutional tender, explicitly gold and silver, as collateral and security.

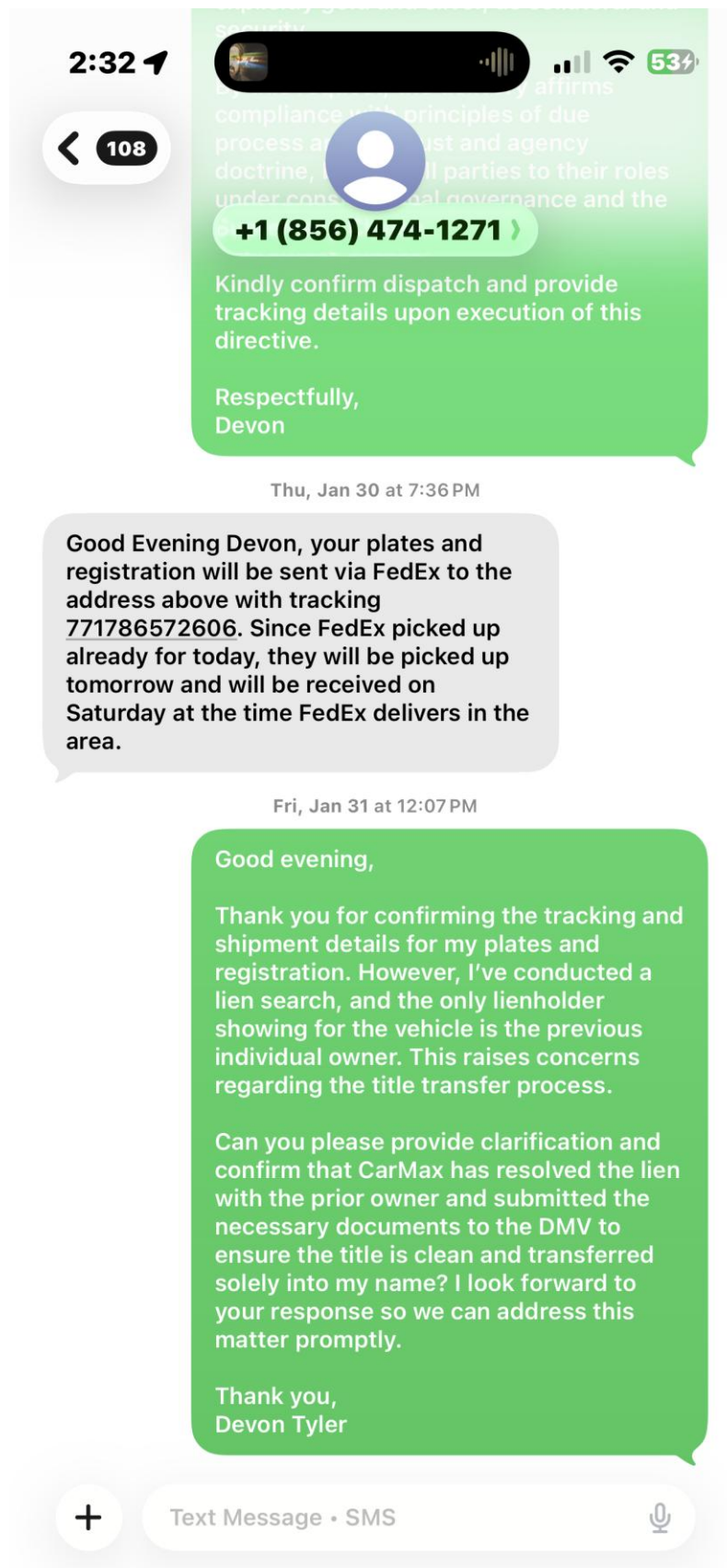
By this request, the delivery affirms compliance with principles of due process and the trust and agency doctrine, binding all parties to their roles under constitutional governance and the Supremacy Clause.

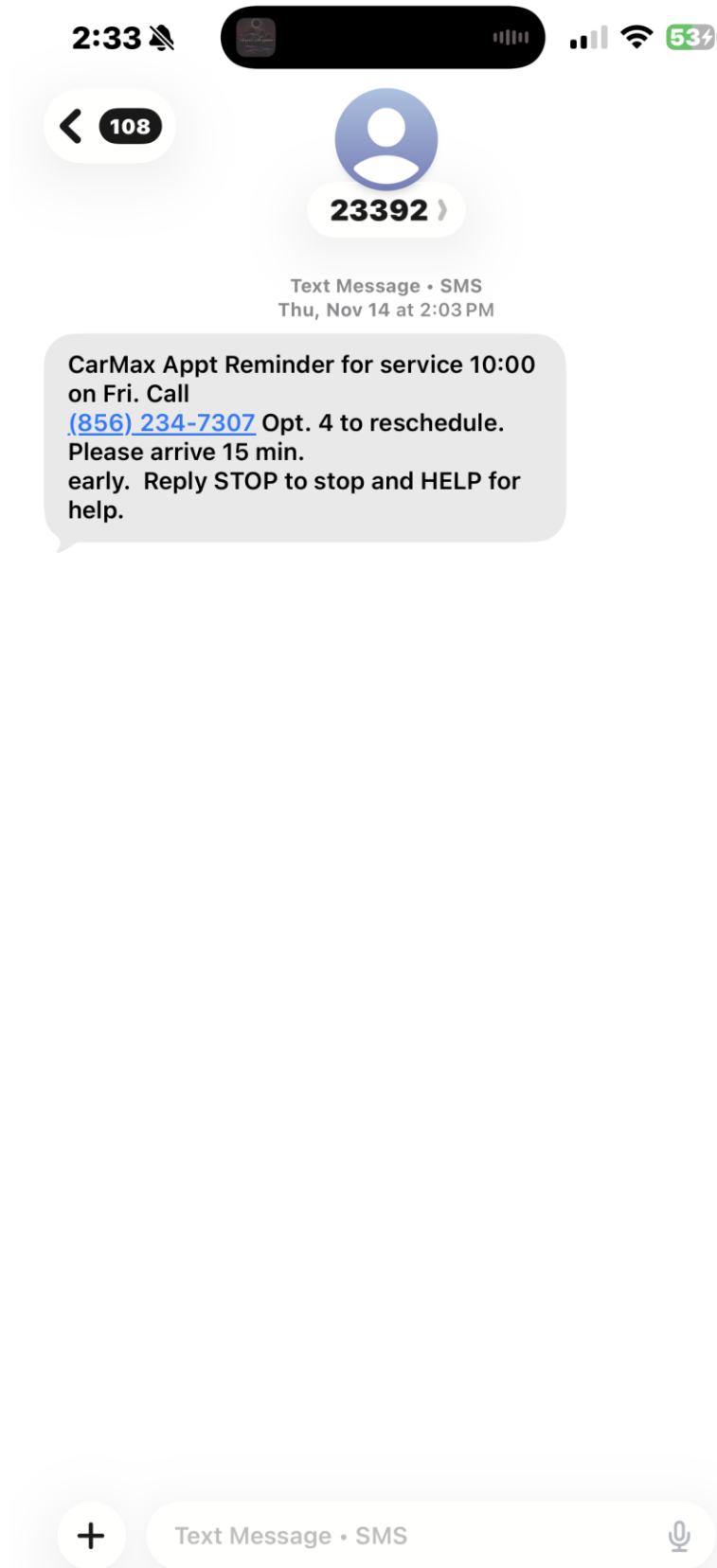
Kindly confirm dispatch and provide tracking details upon execution of this directive.

Respectfully,
Devon

Thu, Jan 30 at 7:36 PM







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**[PROPOSED] ORDER
ACCEPTING FIRST AMENDED
COMPLAINT (SUPPLEMENTAL)**

This matter having been presented by **Devon Tyler Barber**, pro se plaintiff, seeking leave to file a **First Amended Complaint (Supplemental)** pursuant to **R. 4:9-1**, and the Court having reviewed the submission and finding good cause shown,

IT IS on this ____ day of _____, 2025, ORDERED that:

1. Plaintiff's **First Amended Complaint (Supplemental)**, including **Exhibit F** (communications dated **October 29 2024 through January 31 2025**), is **ACCEPTED FOR FILING** and made part of the record under **Docket No. ATL-L-002869-25 (consolidated with 002908-25)**.
2. All prior pleadings and exhibits remain of record and are not withdrawn or superseded.

SO ORDERED.

HON. BENJAMIN PODOLNICK, J.S.C.