

## Rescission of Contract

George Zies <philip@zieslaw.com>

Tue 10/18/2022 10:59 AM

To: spoll19102@aol.com <spoll19102@aol.com>

Bcc: ajay matta <jaymatta@outlook.com>

Mr. Pollack:

You will recall that I represent Mr. Ajay Matta with regard to the contract between you for the purchase by my client of a Rolex watch. As I am sure that you are aware, my client has disputed the \$5,000.00 credit card charge made on his Synchrony Bank credit card that he applied for in your store incidental to the purchase of the watch. His dispute of this charge is a result of multiple issues related to both the contract and his dealings with you.

As my client has expressed to you many times, my client feels that the watch you presented to him (but never delivered to him) is not the watch that he ordered. Additionally, it has come to my attention that you may have misrepresented to my client the nature and terms of the credit he obtained from Synchrony Bank in your store. Specifically, I understand that you led my client to believe that the credit my client applied for from Synchrony Bank in your store was only available to him if he used it in your store on August 7, 2022 and that it would be lost to him if he did not use it on that day. I understand that you made this statement to my client to pressure my client to purchase the watch after my client informed you that he needed more time to decide whether to purchase the watch. In reliance on your representation to my client that the applied-for credit was only available to him on that day, my client agreed to purchase the watch. As a result of your misrepresentation to my client, as well as the unsuitability of the watch you provided to my client, my client elects to rescind the contract.

As such, my client demands that you return to him the \$3,000.00 he paid to you in cash, plus \$500.00 in attorney fees my client incurred in the effort to obtain redress from you, within ten (10) days of the date of this email. If you fail to comply with my client's demand, my client is prepared to take the appropriate action to not only seek recovery of his money from you, but also to advise others of his experience with your business and to warn others of the business practices in which you are engaged. This includes, but is not limited to, contacting the Better Business Bureau, Rolex International, the Sawgrass Mills Mall, Google reviews, and other consumer portals that warn unwitting consumers of merchants' predatory business practices. As you may be aware, my client is a social media influencer with an estimated audience of some 50,000 viewers who look to my client for his opinion and my client also works with other social media influencers as a consultant.

I await your response.

Respectfully,

G. Philip J. Zies, Esq.  
700 N. Wickham Road, Suite 107  
Melbourne, FL 32935  
(321) 610-3707  
[philip@zieslaw.com](mailto:philip@zieslaw.com)



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