

**IN THE COURT OF COMMON PLEAS OF
LUZERNE COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY**

**COMMONWEALTH OF PENNSYLVANIA
by Attorney General Josh Shapiro**

Plaintiff,

v.

**RCMS AUTO SALES, INC.
d/b/a AUTO NOW**

and

**THOMAS HASHEM, individually and as
sole owner of RCMS AUTO SALES, INC.**

Defendants.

Case No. 2019-CV-2019 05922

CIVIL ACTION

PROTHONOTARY LUZERNE COUNTY
FILED MAY 23 '19 AM 9:23

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED RATE OR NO FEE.**

AVISO

A USTED SE LE HA DEMANDADO EN LA CORTE. Si usted quiere defenderse contra la demanda expuesta en las siguientes páginas, tiene que tomar acción en un plazo de veinte (20) días después que reciba esta demanda y aviso, por presentar una notificación de comparecencia escrita personalmente o por un abogado y radicar por escrito en la Corte sus defensas u objeciones a las demandas presentadas en su contra. Se le advierte que si falla en hacerlo, el caso podría seguir

adelante sin usted y un fallo podría ser dictado en su contra por la Corte sin previo aviso por cualquier dinero reclamado en la demanda o por cualquier otro reclamo o desagravio pedido por el/la demandante. Puede que usted pierda dinero o propiedad u otros derechos importantes para usted. **USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, DIRÍJASE O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACIÓN SOBRE COMO CONTRATAR UN ABOGADO. SI NO TIENE LOS FONDOS SUFICIENTES PARA CONTRATAR UN ABOGADO, ESTA OFICINA PODRÍA PROPORCIONARLE INFORMACIÓN ACERCA DE AGENCIAS QUE PUEDAN OFRECERLES SERVICIOS LEGALES A PERSONAS QUE REÚNAN LOS REQUISITOS A UN HONORARIO REDUCIDO O GRATIS.**

North Penn Legal Services, Inc.
33 N. Main Street,
Suite 200
Pittston, PA 18640
(570) 299-4100
(877) 953-4250 Toll free
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THIS IS NOT AN ARBITRATION CASE-
 This case has been brought by the
 Commonwealth under the Pennsylvania
 Unfair Trade Practices and Consumer
 Protection Law, 73 P.S. §§ 201-1, *et seq.*,
AN ASSESSMENT OF DAMAGES
HEARING IS REQUIRED

**IN THE COURT OF COMMON PLEAS OF
 LUZERNE COUNTY, PENNSYLVANIA
 CIVIL ACTION - EQUITY**

PROTHONOTARY LUZERNE COUNTY
 FILED MAY 23 '19 AM 9:23

COMMONWEALTH OF PENNSYLVANIA	:	
by Attorney General Josh Shapiro	:	Case No. 2019-CV-
	:	
Plaintiff,	:	CIVIL ACTION
	:	
v.	:	<i>201905922</i>
	:	
RCMS AUTO SALES, INC.	:	
d/b/a AUTO NOW	:	
	:	
and	:	
	:	
THOMAS HASHEM, individually and as	:	
sole owner of RCMS AUTO SALES, INC.	:	
	:	
Defendants.	:	

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro through the Bureau of Consumer Protection (hereinafter "Commonwealth" and/or "Plaintiff"), which brings this action on behalf of the Commonwealth pursuant to the provisions of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 – 201-9.2 (hereinafter "Consumer Protection Law"), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce, declared unlawful by the Consumer Protection Law.

The Commonwealth believes that the public interest is served by seeking a permanent

injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth also seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said law, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law, as set forth herein.

In support of this action, the Commonwealth respectfully represents the following:

JURISDICTION & VENUE

1. This court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa.C.S. § 931(a).

2. Venue is proper pursuant to Rules 1006(a)(1),(b) and 2179 of the Pennsylvania Rules of Civil Procedure.

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro through the Bureau of Consumer Protection (hereinafter “Commonwealth” or “Plaintiff”) located at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant RCMS Auto Sales, Inc. (hereinafter “Defendant RCMS Auto Sales” and/or collectively as one of the “Defendants”), is a Pennsylvania business corporation registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (hereinafter “Corporations Bureau”) with a registered business address of

1429 Bryn Mawr Street, Scranton, Lackawanna County, Pennsylvania, which last operated at 141 Spring Street, Wilkes-Barre, Luzerne County, Pennsylvania.

5. Defendant Thomas J. Hashem, Jr. (hereinafter “Defendant Hashem” and/or collectively as one of the “Defendants”), is an adult individual who resides at 416 East Main Street, Dalton, Lackawanna County, Pennsylvania and at all times relevant hereto is the sole owner and principal of Defendant RCMS Auto Sales.

STATEMENT OF FACTS

6. At all times relevant hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by owning and operating a motor vehicle dealership, as defined by Section 301.1 of the Automotive Industry Trade Practices, 37 Pa. Code §§ 301.1, *et seq.* (hereinafter “Auto Regulations”), under the registered fictitious name “Auto Now.”

7. At all times relevant hereto, Defendants advertised, offered for sale, marketed, and negotiated the sale of used motor vehicles from locations at 4797 Birney Avenue, Moosic, Pennsylvania 18507, 1500 Mulberry Street, Scranton, Pennsylvania 18510 and 141 Spring Street, Wilkes-Barre, Pennsylvania 18702.

8. Unless otherwise specified, whenever reference is made in this Complaint to any act of any of the Defendants, such allegation shall be deemed to mean the act of Defendant RCMS Auto Sales and Defendant Hashem, acting individually, jointly, or severally, or in concert with one another.

9. At all times relevant and material hereto, Defendant Hashem approved, endorsed, directed, ratified, controlled, supervised, formulated, authorized, benefitted from and/or otherwise participated in the conduct alleged herein and the practices and operations conducted through the business entity Defendant RCMS Auto Sales.

10. The unlawful acts and practices complained of herein were carried out pursuant to Defendant Hashem's direction and control, and Defendant Hashem directly participated in such unlawful acts and practices.

11. At all times relevant and material hereto, the unlawful methods, acts and practices complained of herein have been willfully used by Defendants.

12. The State Board of Vehicle Manufacturers, Dealers and Salespersons (hereinafter "Board") issued to Defendant Hashem a motor vehicle salesperson license, number MV229102, on November 7, 2011, which is currently active and set to expire on May 31, 2019.

13. The Board issued to Auto Now a motor vehicle dealer license, number VD030198, on April 14, 2011, which is set to expire May 31, 2019.

14. Defendant Hashem is currently the only active salesperson licensed with the Board to sell vehicles at Auto Now which license has only been associated with and employed by Auto Now during its activity.

15. Neither RCMS Auto Sales, Inc. nor Auto Now have ever been dissolved as a corporate entity and registered fictitious name with the Corporations Bureau and may continue to operate and conduct business in the Commonwealth.

16. Upon information and belief, the Commonwealth avers that the Defendants are using, have used, or are about to use methods, acts, or practices declared unlawful by Section 201-3 of the Consumer Protection Law including, but not limited to, the following:

- a. Misrepresenting the condition and/or roadworthiness of motor vehicles sold;
- b. Failing to disclose to purchasers that some vehicles were not roadworthy as the vehicles were unable to pass State inspection;
- c. Misrepresenting in their advertisements, including website and dealer lot signage, that Defendants have a credit restoration program to help customers restore their credit when in fact Defendants do not have a credit restoration program;

- d. Misrepresenting that Defendants have performed a “61 point” pre-purchase inspection on all vehicles and all vehicles sold are all serviced by a licensed service technician when, in fact, the Commonwealth believes that Defendants do not perform a 61-point pre-purchase inspection nor are vehicles serviced by a licensed service technician ;
- e. Misrepresenting to consumers that vehicles purchased were in a condition acceptable to qualify for a third-party warranty that Defendants advertised and sold to consumers;
- f. Misrepresenting that a warranty was placed on “every vehicle” and that Defendants service their warranties when in fact, in at least some instances, the vehicles sold were not warrantable due to pre-existing mechanical issues that Defendants knew or should have known existed;
- g. Failing to service warranties or otherwise remedy consumer vehicles within a reasonable amount of time and without charge; and
- h. Failing to include, in at least six (6) sales of motor vehicles, whether the motor vehicles was “new” or “used” and a description of the prior usage on Defendants’ bills of sale.

17. The Commonwealth has received numerous consumer complaints regarding Defendants’ business practices, some of which were filed by or on behalf of citizens that are age sixty (60) years or over. The following is a sample of the allegations in the complaints submitted to the Commonwealth by consumers:

- a. On September 2, 2014, a Lackawanna County consumer purchased a vehicle from Auto Now for \$7,045.92, which included a warranty for \$125.00. Shortly after the purchase, the consumer noted a noise coming from the engine compartment and on October 2, 2014, the consumer contacted the warranty and requested that the vehicle be inspected. On October 8, 2014, the warranty company diagnosed the vehicle as having pre-existing engine issues that led to serious engine failure necessitating rebuild or replacement. Despite the issues being pre-existing and thus disqualifying the claim submitted by the consumer, the warranty company paid \$1,900.00 as a form of goodwill.
- b. On February 4, 2015, a Lackawanna County consumer purchased a vehicle from Auto Now for \$11,364.21 along with a warranty through CARS Protection Plus for \$99.00. On February 23, 2015, the consumer contacted the warranty company in an effort to arrange a claim on their vehicle only to find out that the policy had been denied and a refund was sent back to the dealership on February 5, 2015. Shortly

17. Upon information and belief, the Commonwealth avers that the Defendants are using, have used, or are about to use methods, acts, or practices declared unlawful by Section 201-3 of the Consumer Protection Law including, but not limited to, the following:

- a. Misrepresenting the condition and/or roadworthiness of motor vehicles sold;
- b. Failing to disclose to purchasers that some vehicles were not roadworthy as the vehicles were unable to pass State inspection;
- c. Misrepresenting that Defendants have a credit restoration program;
- d. Misrepresenting that Defendants have performed a "61 point" pre-purchase inspection on all vehicles and all vehicles sold are all serviced by a licensed service technician;
- e. Misrepresenting to consumers that vehicles purchased were in a condition acceptable to qualify for a third-party warranty that Defendants advertised and sold to consumers;
- f. Misrepresenting that a warranty was placed on "every vehicle";
- g. Failing to service warranties or otherwise remedy consumer vehicles within a reasonable amount of time and without charge; and
- h. Omitting material requisite information from bills of sale.

18. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau of Consumer Protection and who have been harmed due to the methods, acts and practices of Defendants which include, but are not limited to, those as alleged herein.

19. Defendants have engaged in and may continue to engage in trade and commerce within the Commonwealth of Pennsylvania by advertising, selling, offering and negotiating for sale or lease, used motor vehicles and motor vehicle warranties.

19. Defendants have engaged in and may continue to engage in trade and commerce within the Commonwealth of Pennsylvania by advertising, selling, offering and negotiating for sale or lease, used motor vehicles and motor vehicle warranties.

20. The Commonwealth believes that the public interest is served by seeking a permanent injunction to restrain the methods, acts, and practices of the Defendants as hereinafter set forth.

21. In addition, the Commonwealth requests injunctive relief, civil penalties, costs and other appropriate equitable relief for the Defendants' violations of the Consumer Protection Law as specifically requested in the Prayers for Relief in the various Counts of this Complaint herein below.

**COUNT I – VIOLATIONS OF THE AUTO REGULATIONS AND THE CONSUMER
PROTECTION LAW**

**DEFENDANTS ADVERTISED AND SOLD UNROADWORTHY VEHICLES AND
FAILED TO DISCLOSE OR MISREPRESENTED THE UNROADWORTHINESS OF
THE VEHICLES**

22. The forgoing averments are incorporated as if fully set forth herein.

23. According to Section 201-3.1 of the Consumer Protection Law, “[t]he Attorney General may adopt, after public hearing, such rules and regulations as may be necessary for the enforcement and administration of [the Consumer Protection Law]. Such rules and regulations... shall have the force and effect of law.” 73 P.S. § 201-3.1.

24. The Auto Regulations were adopted for the enforcement and administration of the Consumer Protection Law as it relates to new or used motor vehicle dealers, salespeople, maintenance, service, or repair shops, and vehicle manufacturers.

25. Defendants advertised that they sell quality motor vehicles at affordable prices; however, Defendants sold numerous motor vehicles to Pennsylvania consumers that were not

roadworthy and in various states of disrepair such as engine failure, overheating, transmission replacement required and/or otherwise unable to pass State inspection.

26. Defendants advertised, including on their website, www.autonow.net (hereinafter “Website”), that all vehicles are serviced and inspected with a “61 Point Inspection” by a licensed service technician. Exemplary screenshots of the Website, including screenshots of pop-ups, are attached hereto and incorporated herein by reference as Exhibit “A.”

27. Defendants also represented to Pennsylvania consumers, including on their business cards, that Defendants had “Every Vehicle State Inspected.” A true and correct copy of Defendants’ business card is attached hereto and incorporated herein as Exhibit “B.”

28. More than one used motor vehicle sold by Defendants had undisclosed pre-existing mechanical defects that could not pass State inspection, were denied coverage by the third-party warranty sold to the consumers by Defendants and/or Defendants failed to service their represented warranty. A true and correct exemplary, partially redacted copy of a deceptive sale of a warranty for a vehicle with a pre-existing disqualifying condition is attached hereto as Exhibit “C.”

29. The Commonwealth believes these mechanical defects would have been uncovered if any inspection by a licensed service technician were performed by Defendants.

30. The Commonwealth believes these mechanical defects would have been serviced, prior to sale to the consumer, if Defendants serviced every vehicle they sold with a licensed service technician as represented.

31. Upon information and belief, the advertised “61 Point Inspection” and servicing of every vehicle before sale does not exist, is not performed by a licensed service technician and/or is not performed for all of Defendants’ vehicles as represented to consumers.

32. Defendants represented that all vehicles sold at Auto Now received a 61 Point Inspection by a licensed service technician when they did not, in violation of Section 301.2 of the Auto Regulations, and is considered an unfair method of competition and/or an unfair or deceptive act or practice under the Consumer Protection Law. 37 Pa. Code §§ 301.2(2), (3)(iv) and (6) and 73 P.S. §§ 201-2(4)(ii), (iii), (v), (vii), (ix) and (xxi).

33. Defendants represented that all vehicles sold at Auto Now were State inspected when Defendants knew or should have known that the vehicles were not State inspected, in violation of Section 301.2 of the Auto Regs and Section 201-2(4)(ix) of the Consumer Protection Law. 37 Pa. Code §§ 301.2(3)(iv), (5)(iii), (6) and 73 P.S. §§ 201-2(4)(ii), (iii), (v), (vii), (ix) and (xxi).

34. Defendants failed to disclose to the purchasers that some of the vehicles Defendants advertised and sold were not roadworthy as the vehicles were unable to pass State inspection, in violation of Section 301.2 of the Auto Regs and is considered an unfair method of competition and/or an unfair or deceptive act or practice under the Consumer Protection Law. 37 Pa. Code §§ 301.2(3)(iv) and (5) and 73 P.S. §§ 201-2(4)(vii) and (xxi).

35. Defendants misrepresented that they sell quality motor vehicles when Defendants sold vehicles that were not roadworthy and in various states of disrepair such as engine failure, overheating, transmission replacement required and/or otherwise unable to pass State inspection in violation of Sections 301.2 of the Auto Regulations and is considered an unfair method of competition and/or an unfair or deceptive act or practice under the Consumer Protection Law. 37 Pa. Code §§ 301.2(3)(iv) and (5) and 73 P.S. §§ 201-2(4)(vii) and (xxi).

36. As such, Defendants' acts and practices constitute "unfair methods of competition" and/or "unfair or deceptive acts or practices," as prohibited by the Auto Regulations as follows:

- (a) The misrepresentation in any way of the size, inventory or nature of the business of the advertiser or seller; the expertise of the advertiser or seller or his agents or employees; or the ability or capacity of the advertiser or seller to offer price reductions, 37 Pa. Code § 301.2(2);
- (b) The use of an advertisement or sales presentation as part of a plan or scheme not to sell the vehicles or services advertised, or both, or not to sell the vehicles or services advertised or presented at the advertised price by showing, demonstrating or delivering advertised goods or services which are obviously defective, unusable or unsuitable for the purpose represented or implied in the advertisement or sales presentation, 37 Pa. Code § 301.2(3)(iv);
- (c) The representation in an advertisement or sales presentation that a motor vehicle or motor vehicle goods or services are of a particular style, model, standard, quality or grade if they are of another or if the representation conflicts with a written notice or disclosure required, 37 Pa. Code § 301.2(5)(iii);
- (d) A motor vehicle which is offered for sale is represented to be roadworthy, and the advertiser or seller shall disclose prior to sale of a vehicle that the vehicle is unable to pass State inspection if the advertiser or seller knows or should know that the conditions exist in the motor vehicle, 37 Pa. Code § 301.2(5)(iii);
- (e) The making of a representation or statement of a fact in an advertisement or sales presentation if the advertiser or salesperson knows or should know that the representation or statement is false and misleading or if the advertiser or salesperson does not have sufficient information upon which a reasonable belief in the truth of the representation could be based. 37 Pa. Code § 301.2(6);

37 Pa. Code §§ 301.2(2), 301.2(3)(iv), (5)(iii), and (6).

37. As such, Defendants' acts and practices constitute "unfair methods of competition" and/or "unfair or deceptive acts or practices," as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Sections 201-2(4)(ii), (iii), (v), (vii), (ix), and (xxi) as follows:

- (a) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, 73 P.S. § 201-2(4)(ii);
- (b) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, 73 P.S. § 201-2(4)(iii);
- (c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person

has a sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v);

(d) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, 73 P.S. § 201-2(4)(vii);

(e) Advertising goods or services with intent not to sell them as advertised, 73 P.S. § 201-2(4)(ix); and

(f) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

73 P.S. §§ 201-2(4)(ii), (iii), (v), (vii), (ix), and (xxi).

38. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

39. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described in the Complaint to be in violation of the Auto Regulations and the Consumer Protection Law;

B. Permanently enjoining Defendants, their agents, successors, assigns and employees acting directly or through any corporate device, from engaging in the aforementioned acts, practices, methods of competition or any other practice in violation of the Auto Regulations and the Consumer Protection Law;

C. Directing Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Auto Regulations and Consumer Protection Law, pursuant to Section 201-4.1 of the Consumer Protection Law, 73 P.S. § 201-4.1;

D. Directing Defendants to pay civil penalties in the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Auto Regulations and Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Auto Regulations and Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Declaring Defendants' business to be dissolved and permanently enjoining Defendants, individually or through any business entity, from engaging in the automotive business including, without limitation, selling, accepting deposits, marketing, advertising services and repairing motor vehicles in the Commonwealth of Pennsylvania;

F. Directing Defendants to forfeit and surrender their motor vehicle dealer license, and any associated motor vehicle salespersons licenses, to the Department of Motor Vehicles;

G. Requiring Defendants to pay the Commonwealth for the cost of investigation and prosecution of this action;

H. Directing Defendants to disgorge and forfeit all profits derived as a result of unfair and deceptive acts and practices as set forth in this Complaint; and

I. Granting such other and further relief as the Court deems just, proper, and equitable under the circumstances.

COUNT II – VIOLATIONS OF THE AUTO REGULATIONS AND THE CONSUMER PROTECTION LAW

**DEFENDANTS MISREPRESENTED THE EXISTENCE AND COVERAGE OF
WARRANTIES**

40. The forgoing averments are incorporated as if fully set forth herein.

41. At all times relevant and material hereto, Defendants had a pattern and practice of advertising and selling to consumers warranties that Defendants knew or should have known to be unusable and that Defendants would not otherwise refund, repair or replace a vehicle, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law. 73 P.S. § 201-2(4)(xxi).

42. Defendants made written promises regarding the nature of the workmanship and/or otherwise undertook in writing to refund, repair or replace a vehicle which constitutes a “written warranty” as defined by Section 2301 of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, 15 U.S.C.A. §§ 2301, *et seq.* (hereinafter “Warranty Act”), 15 U.S.C.A. § 2301. True and correct exemplary, partially redacted copies of warranties sold by Defendants are attached hereto as Exhibit “D.”

43. Defendants advertised to consumers that “Warranties [are] Available for Every Vehicle” and that they “service [their] warranties.” See Exhibits A and B.

44. Defendants also advertised to consumers that Defendants had “Every Vehicle State Inspected” with a “61 Point Inspection” and serviced by a licensed service technician. See Exhibits A and B.

45. Defendants sold consumers warranties and, in at least some instances, the vehicles sold were not warrantable due to pre-existing vehicle conditions that Defendants knew and failed to disclose to the purchasing consumer. See Exhibit C.

46. The Commonwealth believes that a “61 Point Inspection” and servicing of every vehicle sold by a licensed service technician would have revealed the pre-existing issues with the motor vehicles and remedied any pre-existing issue prior to sale.

47. Defendants knew or should have known that some of the used motor vehicles sold by Auto Now had pre-existing issues and could not be warranted.

48. By misrepresenting that a warranty could be placed on “every” or “mostly every” vehicle and that they service their warranties, Defendants’ conduct violates Section 301.2(6) of the Auto Regulations and is considered an unfair method of competition and/or an unfair or deceptive act or practice under the Consumer Protection Law. 37 Pa. Code. § 301.2(6) and 73 P.S. § 201-2(4)(xxi).

49. When pre-existing issues manifested in at least one (1) motor vehicle soon after the sale that were discovered by a third-party warranty company, the consumers warranty claim was, on information and belief, at least initially denied. See Exhibit C.

50. Thereafter, Defendants failed to service the warranty and the consumer paid a repair shop, to replace the engine for the vehicle purchased. See Exhibit C.

51. On more than one occasion, Defendants failed to service or honor the motor vehicle warranties that they sold. See e.g. Exhibit C.

52. Defendants’ failure to remedy consumer vehicles that had defects or malfunctions within a reasonable amount of time and without charge violates Section 2304(a)(1) of the Warranty Act. 15 U.S.C.A. § 2304(a)(1).

53. As such, Defendants advertised for sale warranties that did not comply with all requirements of the Warranty Act, which violates Section 301.2(24) of the Auto Regulations and

is considered an unfair method of competition and/or an unfair or deceptive act or practice under the Consumer Protection Law. 37 Pa. Code § 301.2(24) and 73 P.S. § 201-2(4)(xxi).

54. Defendants also, on more than one occasion, represented to consumers that they would repair, refund or replace a motor vehicle and then, when the consumer requested a repair, refund or replacement after purchasing the vehicle, Defendants refused claiming, in many instances, that the vehicle was sold “as is.”

55. Defendants misrepresented that any existing mechanical issues would be repaired or otherwise taken care of by the Defendants, in violation of Section 301.2 of the Auto Regulations, and is considered an unfair method of competition and/or an unfair or deceptive act or practice under the Consumer Protection Law. 37 Pa. Code §§ 301.2(6) and 73 P.S. §§ 201-2(4)(xxi).

56. As such, Defendants’ aforementioned acts and practices constitute “unfair methods of competition” and/or “unfair or deceptive acts or practices,” as prohibited by the Section 301.2 of the Auto Regulations and Section 201-3 of the Consumer Protection Law. 37 Pa. Code. §§ 301.2(6) and (24) and 73 P.S. § 201-2(4)(xxi).

57. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

58. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described in the Complaint to be in violation of the Auto Regulations and the Consumer Protection Law;

B. Permanently enjoining Defendants, their agents, successors, assigns and employees acting directly or through any corporate device, from engaging in the aforementioned acts, practices, methods of competition or any other practice in violation of the Auto Regulations and the Consumer Protection Law;

C. Directing Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Auto Regulations and Consumer Protection Law, pursuant to Section 201-4.1 of the Consumer Protection Law, 73 P.S. § 201-4.1;

D. Directing Defendants to pay civil penalties in the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Auto Regulations and Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Auto Regulations and Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Declaring Defendants' business to be dissolved and permanently enjoining Defendants, individually or through any business entity, from engaging in the automotive business including, without limitation, selling, accepting deposits, marketing, advertising services and repairing motor vehicles in the Commonwealth of Pennsylvania;

F. Directing Defendants to forfeit and surrender their motor vehicle dealer license, and any associated motor vehicle salespersons licenses, to the Department of Motor Vehicles;

G. Requiring Defendants to pay the Commonwealth for the cost of investigation and prosecution of this action;

H. Directing Defendants to disgorge and forfeit all profits derived as a result of unfair and deceptive acts and practices as set forth in this Complaint; and

I. Granting such other and further relief as the Court deems just, proper, and equitable under the circumstances.

COUNT III – VIOLATIONS OF THE AUTO REGULATIONS AND THE CONSUMER PROTECTION LAW

DEFENDANTS UTILIZED NON-COMPLIANT WRITTEN BILLS OF SALE

59. The forgoing averments are incorporated as if fully set forth herein.

60. Section 301.4 of the Auto Regulations prohibits a motor vehicle dealer from:

“using a printed or written contract form agreement, receipt or invoice in connection with the sale of a motor vehicle which is not clearly identified and which does not contain a description of the purchased vehicle as either ‘new’ or ‘used’ and, if used, a brief description of its prior usage such as ‘executive,’ ‘demonstrator,’ ‘reconstructed,’ or any prior usage which is required to be noted on a Pennsylvania Certificate of Title or which appears on the title of any state through which the dealer has acquired ownership.”

37 Pa. Code § 301.4(a)(2)(iii).

61. In at least six (6) sales of motor vehicles, Defendants failed to include on a bill of sale whether the motor vehicle sold was “new” or “used” nor did Defendants provide a brief description of its prior usage such as “executive,” “demonstrator,” “reconstructed,” or any prior usage. True and correct exemplary, partially redacted copies of Defendants’ bills of sale are attached hereto and incorporated herein as Exhibit “E.”

62. Each of Defendants’ failures to include this information on a bill of sale is a violation of Section 301.4(2)(iii) of the Auto Regulations and is considered an unfair method of competition and/or an unfair or deceptive act or practice under the Consumer Protection Law. 37 Pa.C.S. § 301.4(2)(iii) and 73 P.S. § 201-2(4)(xxi).

63. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

64. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described in the Complaint to be in violation of the Auto Regulations and the Consumer Protection Law;

B. Permanently enjoining Defendants, their agents, successors, assigns and employees acting directly or through any corporate device, from engaging in the aforementioned acts, practices, methods of competition or any other practice in violation of the Auto Regulations and the Consumer Protection Law;

C. Directing Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Auto Regulations and Consumer Protection Law, pursuant to Section 201-4.1 of the Consumer Protection Law, 73 P.S. § 201-4.1;

D. Directing Defendants to pay civil penalties in the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Auto Regulations and Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each

instance of a past or present violation of the Auto Regulations and Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Declaring Defendants' business to be dissolved and permanently enjoining Defendants, individually or through any business entity, from engaging in the automotive business including, without limitation, selling, accepting deposits, marketing, advertising services and repairing motor vehicles in the Commonwealth of Pennsylvania;

F. Directing Defendants to forfeit and surrender their motor vehicle dealer license, and any associated motor vehicle salespersons licenses, to the Department of Motor Vehicles;

G. Requiring Defendants to pay the Commonwealth for the cost of investigation and prosecution of this action;

H. Directing Defendants to disgorge and forfeit all profits derived as a result of unfair and deceptive acts and practices as set forth in this Complaint; and

I. Granting such other and further relief as the Court deems just, proper, and equitable under the circumstances.

COUNT IV – VIOLATIONS OF THE AUTO REGULATIONS AND THE CONSUMER PROTECTION LAW

DEFENDANTS MISREPRESENTED THE EXISTENCE OF A CREDIT RESTORATION PROGRAM

65. The forgoing averments are incorporated as if fully set forth herein.

66. Defendants advertised having a "Credit Restoration Program" to help consumers restore their credit, including on the Website and on signage at the dealership. True and correct pictures of Defendants' lot and signs are attached hereto and incorporated herein by reference as Exhibit "F"; see also Exhibit A.

67. Pursuant to Section 1679(b) of the Credit Repair Organizations Act (hereinafter “CROA”), 15 U.S.C. §§ 1679 *et seq.*, no person may “make or use any untrue or misleading representation of the services of the credit repair organization” nor may any credit repair organization charge or receive any money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform for any consumer before such service is fully performed. 15 U.S.C.A. §§ 1679b(a)(3) and (b).

68. Upon information and belief, the advertised “Credit Restoration Program” does not exist.

69. At least one (1) consumer relied upon Defendants’ misrepresentation that a “Credit Restoration Program” exists.

70. Defendants misrepresented that a “Credit Restoration Program” existed, in violation of Section 301.2 of the Auto Regulations and is considered an unfair method of competition and/or an unfair or deceptive act or practice under the Consumer Protection Law. 37 Pa. Code § 301.2(2) and (3) and 73 P.S. §§ 201-2(4)(v), (vii), (ix) and (xxi).

71. The Commonwealth alleges that, at all times relevant hereto, all of the methods, acts and practices described above were performed willfully by Defendants.

72. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court issue an Order:

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B. Permanently enjoining Defendants, their agents, successors, assigns and employees acting directly or through any corporate device, from engaging in the aforementioned acts, practices, methods of competition or any other practice in violation of the Auto Regulations and the Consumer Protection Law;

C. Directing Defendants to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Auto Regulations and Consumer Protection Law, pursuant to Section 201-4.1 of the Consumer Protection Law, 73 P.S. § 201-4.1;

D. Directing Defendants to pay civil penalties in the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Auto Regulations and Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Auto Regulations and Consumer Protection Law involving consumers age sixty (60) or older as victims;

E. Declaring Defendants' business to be dissolved and permanently enjoining Defendants, individually or through any business entity, from engaging in the automotive business including, without limitation, selling, accepting deposits, marketing, advertising services and repairing motor vehicles in the Commonwealth of Pennsylvania;

F. Directing Defendants to forfeit and surrender their motor vehicle dealer license, and any associated motor vehicle salespersons licenses, to the Department of Motor Vehicles;

G. Requiring Defendants to pay the Commonwealth for the cost of investigation and prosecution of this action;

H. Directing Defendants to disgorge and forfeit all profits derived as a result of unfair and deceptive acts and practices as set forth in this Complaint; and

I. Granting such other and further relief as the Court deems just, proper, and equitable under the circumstances.

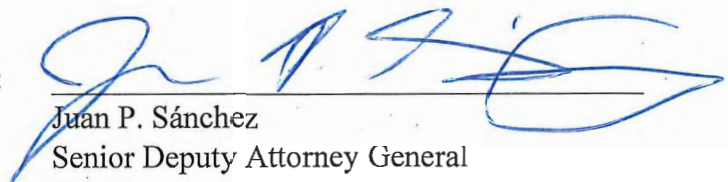
Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: May 22, 2019

By:



Juan P. Sánchez
Senior Deputy Attorney General
PA Attorney ID #206839
Office of Attorney General
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 787-9707
Facsimile: (717) 705-3795
Email: jpsanchez@attorneygeneral.gov

Exhibit A



**Used Cars in NEPA - Low Down Payment,
Drive Today!**

Are you looking for fuel efficient, and well equipped and insured used cars in NEPA? We may have your dream car available at a rate that is pocket friendly and drive pleasurable. Buying used cars in Saranath is always a profitable deal. If you always wanted to buy your dream favorite car, but didn't due to its high price or personal credit challenges, then let not feel anymore, as we can now get you the desired car at affordable and unbelievably low down payments.

WHY BUY FROM US..

61 POINT INSPECTION



LOW BROWN PAYMENTS



BUILD
your C.R.D.



User Unknown.

PRICES QUOTED ARE CASH ONLY PRICES OR D.A.O. WE OFFER FINANCING
ON ALL VEHICLES. PRICES ARE SUBJECT TO CHANGE.

In the last few years, there has been a phase of global recession that remarkably reduced the paying capacity of people; the tendency of buying used cars in Scranton eventually grew tremendously and significantly. Now more people are interested to sell their old cars to free up some cash. Cheap used cars in Scranton PA are very much affordable now. As a customer oriented used car dealer in Scranton PA, we constantly bring quality (loads of money) car models with complete guarantees for document compilation and insurance.

There could be many reasons for which you may like to buy a used car like a tight budget or simply have a certain model of car that is not being produced; we are always ready to help you get the best deal. As one of the most prominent used car dealers in Scranton pa, we keep the track of our esteemed customer's payment and acquire so as to suggest them the best buy always. We positively assess, suggest, and finance more according to your budget, so that you can easily afford a used car. We make every possible effort to get the best used car arranged for your swiftly. Buying a used car is highly secure, affordable, and easy with us, just schedule an appointment and drive out in your dream car now!



12/12/2017

Used Car in Scranton | Get Guaranteed Credit Approval



AUTONOW

CALL US TODAY 570-471-3684

| Mazda | | Sprinter | | Volkswagen |

HOURS OF OPERATION

Monday 10:00 AM - 7:00 PM
Tuesday 10:00 AM - 7:00 PM
Wednesday 10:00 AM - 7:00 PM
Thursday 10:00 AM - 7:00 PM
Friday 10:00 AM - 7:00 PM
Saturday 10:00 AM - 2:00 PM
Sunday Closed

Home Inventory
1500 Mulberry Street
Scranton, PA - 18510, USA

Ph No: 570-007-0300
Fax No: 570-071-432

Financing **Contact Us**
Powered by: Dealer2Wheelz
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DRIVE TODAY GUARANTEED

*If we can't get you financed into a vehicle,
WE'LL GIVE YOU ONE FOR FREE !!*

Easy Application

- ➡ No SS# Needed
- ➡ We Finance cars on the Person
Not Past Credit Problems
- ➡ Many Makes & Models

Our Customer Benefits



LOW PAYMENTS



BUILD YOUR CREDIT



61 POINT INSPECTION



Name
Email
Phone
Code **8090**

Click here if you cannot recognize the code.



At AutoNow we credit report on file can get you financed
even with past credit problems!
Guaranteed, Fast Approval, Repairs, Loans, Cars and more.
No Obligation... Apply Today... Drive Today!

"After my bankruptcy my credit was ruined, after going to many dealerships they all turned me down except AutoNow, they got me approved and driving the same day in a new car."

Donna Butler
Scranton, PA

See Sales Manager for Guarantee Details
privacy policy

Home Inventory Financing
1000 Mulberry Street
Scranton, PA 18510, USA

Plz No: 070-807-0310
PA No: 070-0714432

Contact Us
Powered by: Dealz 2 Winz
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Apply Now!

Used Cars in NEPA - Low Down Payment, Drive

WHY BUY FROM US...

1. WE SELL QUALITY CARS
2. WE OFFER OUR CARS AT STEEP DISCOUNTS
3. WE FINANCE EVERYONE
4. BUYING FROM US WILL REBUILD YOUR CREDIT.
5. OUR CUSTOMERS COME FIRST
6. WE DON'T FORGET OUR CUSTOMERS AFTER THE SALE
7. WE WORK WITH MOSTLY ANY BUDGET
8. WE PUT WARRANTIES ON MOSTLY EVERY CAR WE SELL
9. WE SERVICE OUR WARRANTIES
10. WE MIGHT NOT BE PERFECT BUT WE TRY OUR BEST

Scranton pa are very much affordable now. As a customer oriented used car dealer in Scranton pa, we provide complete assistance for document compilation and insurance.

There could be many reasons for which you may like to buy a used car like a tight budget or simply you are tired of your old car. If you are interested in buying a used car, we are always ready to help you get the best deal. As one of the most prominent used car dealers in Scranton, we are concerned about our customer's payment and equities so as to suggest them the best buy always. We positively guarantee that you can easily afford a used car. We make every possible effort to get the best used car for you. It is very secure, affordable, and easy with us. Just schedule an appointment and drive out in your dream car.

Low Down Payment, Drive Today!

ed and inspected used cars in NEPA? We may have your dream car available at a r

anton

o not

61 P
INSPE

All inspections are performed and completed by a
licensed service technician

61 POINT INSPECTION



- ✓ Engine
- ✓ Transmission
- ✓ Suspension
- ✓ Brakes
- ✓ Electrical
- ✓ Cooling
- ✓ ... & more

All vehicles are Serviced and Inspected

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BUILD
YOUR CRED

PRICES

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As a customer-oriented used car dealer in Scranton pa, we constantly bring quality deals of

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ARE SUBJECT

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may like to buy a used car like a tight budget or simply love a certain model of car that is no

get the best deal. As one of the most prominent used car dealers in Scranton pa, we keep full

so as to suggest them the best buy always. We positively assess, suggest, and finance cars

car. We make every possible effort to get the best used car arranged for you swiftly. Buying o

is. Just schedule an appointment and drive out in your dream car now!

CALL

e Today!

ay have your dream car available at a rate that is pocket friendly



LOW DOWN PAYMENTS



At AutoNOW we understand the credit challenges
of securing financing for your vehicle.

Our financing specialists will help get you
in the vehicle you want at a price you can afford.

DOWN PAYMENTS START AS LOW AS **\$199***

AND WEEKLY PAYMENTS AS LOW AS **\$49***

* Down payment and weekly payment amounts
will vary depending on the amount financed.

Scranton pa, we consistently bring quality deals on many car models that

get or simply love a certain model of car that is no more being
ment used car dealers in Scranton pa, we keep full track of our
s. We positively assess, suggest, and finance cars according to your
the best used car arranged for you swiftly. Buying or selling a used car
out in your dream car now!

a rate that is what you need.

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believably

BUILD
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RE SUBJECT

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car that is no more being
oa, we keep full track of our
nd finance cars according to your
swiftly. Buying or selling a used car

BUILD / RESTORE YOUR CREDIT

BAD CREDIT
POOR CREDIT
NO CREDIT

*we HELP rebuild
your Credit !!*

Exhibit B

AUTO NOW **APPLY**
9/10 @ 7:00 PM
Call Us Today!

AUTOWHEEL
Guaranteed
Credit Approval

- at EZ-Kwik
- at Day-After Pay
- at Buy Here Pay Here
- at Guaranteed Financing
- at Great Value-Savings
- at Every Vehicle Store National
- at Wholesale Available for Every Vehicle
- at No Credit and Credit Specialists
- at Lowest Interest Rates Possible
- at Build Your Credit, Keep No Report

LET US HELP YOU RESTORE YOUR CREDIT

7615 Hwy 58
Welles, TX 76094
FVW 824-4010

1000 McKinney Street
Spring, TX 77070
(877) 367-5580

Great Easy Access
Houston, TX 77027
(713) 671-1041

Exhibit C

Auto Now

4704 BIRNEY AVE., MOOSIC, PA 18607
PHONE: (670) 471-8004 | FAX: (670) 471-3686

Bill of Sale

Sale Date: 02/20/14

Buyer

Name: [REDACTED]
Address: [REDACTED]
SORANTON, PA 18610
Phone:
Email:
Dr. #:

Co-Buyer

Name:
Address:
Phone:
Dr. #:

Sold Vehicle: ALL DEPOSITS ARE NONREFUNDABLE

Stock #	Year	Make	Model	Color	Mileage	VIN	Series
217100	2008	Volkswagen	Passat	White	108002 actual	WVWAK73016P217100	2.0T

Trade-In Vehicle:

Stock #	Year	Make	Model	Color	Mileage	VIN	Series

APR.	Amount Financed	Finance Charge	Total of Payments
0.00%	\$0.00	\$0.00	\$0.00

The balance to be paid in 24 Monthly payments of \$0.00
and one final payment of \$0.00
The final payment is due on 10/2/2014

Trade Amount:	\$0.00	Total Deferred:	\$0.00
Payoff Balance:	\$0.00	Cash Down:	\$7045.82
MFR's Rebate:	\$0.00	Total Down:	\$7045.82

Cash Price:	\$1400.00
Dir. Buy Chrg:	\$133.00
Lien Fee:	\$23.00
County Code:	1
Tax Rate:	6.000
Warranty Rate:	6.000
Title Fee:	\$50.00
Registration:	\$39.00
Sales Tax:	\$384.00
T-Plate Fee:	\$10.00
Messenger Fee:	\$10.00
Total Down:	\$7045.82
Total:	\$7045.82

Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement written or oral, Purchaser agrees to pay the total of the payments in accordance with the above payment schedule. This order shall not become binding until accepted by the DEALER or his authorized representative. I have read the face of this order and agree to this purchase price. I hereby certify that I am 18 years of age or older.

NOTICE: DEALER PROVIDES NO INSURANCE

☐ Buyer agrees to furnish full coverage insurance
☐ I relinquish all rights to this vehicle and it can be repossessed at any time or place, with or without my knowledge if I am account delinquent (delinquent)

SOLE AS IS

MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT. I AGREE TO NOTIFY LIENHOLDER, IF CHANGE OF ADDRESS OCCURS AND/OR CHANGE OF EMPLOYMENT OCCURS. FINANCING IS SUBJECT TO CREDIT APPROVAL.

Purchaser(s) Signature Date Accepted By
Jason Selenka 9-2-14 Jason Selenka
Date Signature

JASON SELENKA No.



Warranty Inspection Services

Phone (804) 521-1616 Toll Free (888) 849-7195

Request Information

Request ID 385218

Request Date 10/2/2014 3:46:00 PM

Requested By SHAWN

Claim Information

Customer DIAMOND WARRANTY CORP.

Contract Holder [REDACTED]

Contract No. 158559

Authorization No. 41798

Contract Start Date 8/2/14

Contract Start Mileage 105002

Vehicle Information

Vehicle Year 08

Vehicle Make Volkswagen

Vehicle Model PASSAT

Reported Mileage 105811

Reported VIN No. WWWWAK73C16P217188

Repair Facility

Site Name AUTO NOW

Address 1500 MULBERRY STREET

Phone 870-507-9380

City SCRANTON

Fax

State PA

Zip 18510

Contact Person ANDY

Reasons for Inspection

- SHOP STATES NEEDS A ENGINE - ENGINE IS OUT AND TORN DOWN FOR INSPECTION - THANKS - SHAWN - DIAMOND

Inspection Report

Date of Inspection 10/3/2014

Verbal Report To WIG

RO Date 9/29/14

Mileage on Vehicle [REDACTED]

License on Vehicle [REDACTED]

Name on RO MARTINEZ

Customer Complaint:

- 1) LACK OF POWER, STALLS, MAKES LOUD NOISE FROM ENGINE

Labor Rate 78.0000

Labor Type Verbal

License State PA

Towed/Driven Driven In

Arrive Time

Completion Time

RO # [REDACTED]

Prod. Date 8/05





Phone (804) 521-36 Toll Free (866) 849-7195

Engine Size 2.0 TURBO

Transmission Type AUTO

Drive FWD

Fluids

	Levels	Condition		Levels	Condition
Engine	DRAINED	FAIR	Power Steering	FULL	GOOD
Transmission	NOT CHECKED	NO STICK	Front Diff	N/A	
Coolant	DRAINED	FAIR	Rear Diff	N/A	
Radiator	DRAINED	FAIR	Brake Fluid	FULL	GOOD
Transfer	N/A				

Belts SEE REPORT

Hoses FAIR

Service History at Shop? NO

Service Stickers NO

Any commercial use? NO

Any modifications? NO

Any abuse? NO

Any collision? NO

Any evidence of towing? NO

Are tires factory size? YES, 215 55 16

Any sludge or varnish? NO

Any overhaul? NO

Any lack of lube damages? NO

Any discoloration? NO

Operator protect the vehicle after failure? NO

Any pre-existing conditions? NO

Level of Tear-down

The timing cover is removed

Report

1) The inspector verified the timing belt has come off and is stretched. The tensioner is fully extended. The timing marks are not lined up. The tech states the engine was noisy when the vehicle arrived at the repair facility. There are no signs of previous repairs. There are no leaks. There are no signs of impact damage or abuse. There are no other failures seen or demonstrated.

Cause of Failure

1) Material failure of the timing belt with unknown sub-damage to the engine

Inspector's Opinion of Required Repairs

1) Further diagnostic/dis-assembly required or replace the engine assembly

Pictures



Photo02.jpg

*** UNBOUND NOTIFICATION - FAX RECEIVED SUCCESSFULLY ***

TIME RECEIVED
November 18, 2016 At 10:42:26 AM EST

REMOTE CEND
Fax Services

DURATION
253

PAGES
0

STATUS
Received

11/10/2016 9:38 AM

Fax Services

→ Fax

P1

Warranty Inspection Services

DIAMOND WARRANTY CORP.

Request ID: 305892

Requested 10/7/2014 8:15:00 AM by SHAWN
Inspected 10/8/2014 12:15:00 PM

Claim Information

Contract Holder
Contract No. 156836
Authorization No. 4179BR
Contract Start Date 0/2/14
Contract Start Mileage 105002

Vehicle Information

Vehicle 06 Volkswagen PASSAT
Reported Mileage 105811
Reported VIN WVAW73C16P217496

Repair Facility

Name AUTO NOW
Address 1500 MULBERRY STREET SCRANTON, PA 18510
Phone 570-507-9360
Fax
Contact ANDY

Reasons for Inspection

SHOP STATES HAS MORE T/D EXPOSING THE BENT VALVES - PLEASE (F POSSIBLE) INSPECT TODAY 10/7/14 -
THANKS - SHAWN - DIAMOND WARRANTY



DIAMOND WARRANTY CORP.
Request ID: 305892

Requested 10/7/2014 8:18:00 AM by BHAVIN
Inspected 10/8/2014 12:18:00 PM

Inspection Report

Verbal Report To	WIS	Labor Rate	\$75.00	Arrive Time	
RO Date	9/29/14	Labor Type	Verbal	Completion Time	
Mileage	105810	VIN	WVAK7AC16P217196	RO Number	
License		License State	PA	Production Date	5/06
Name on RO		Towed/Driven	Driven In		

Customer Complaint

1) LACK OF POWER, STALLING NOISE IN ENGINE

Engine Size	2.0L TURBO	Transmission Type	AUTO	Drive	FWD
-------------	------------	-------------------	------	-------	-----

Fluids

	Levels	Condition		Levels	Condition
Engine	DRAINED	N/A	Power Steering	FULL	GOOD
Transmission	NOT CHECKED	NO STICK	Front Diff	N/A	
Coolant	DRAINED	N/A	Rear Diff	N/A	
Radiator	DRAINED	N/A	Brake Fluid	FULL	GOOD
Transfer	N/A				

Belts	GOOD
Hoses	GOOD
Service history at shop?	NO
Service stickers?	NO
Any commercial use?	NO
Any modifications?	NO
Any abuse?	NO
Any collision?	NO
Any evidence of towing?	NO
Are tires factory size?	YES
Any sludge or varnish?	NO
Any overheating?	NO
Any lack of lube damages?	NO
Any discoloration?	NO
Operator protect this vehicle after failure?	YES
Any pre-existing conditions?	YES

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Fax Service

→ Fax

D3



Warranty Inspection Services

DIAMOND WARRANTY CORP.

Request ID: 305892

Requested 10/7/2014 8:18:00 AM by SHAWN
Inspected 10/8/2014 12:16:00 PM

Level of Teardown

The cylinder head is removed

Report

1) The inspector verified there are impact marks on the top of every piston. This is caused by the valves coming in contact with the piston. The valves are visibly bent and not fully closing.

Cause of Failure

1) Failure to the timing belt causing sub damage to the engine internals

Inspector's Opinion of Required Repairs

1) Rebuild or replace the engine

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Fax Services

+Fax

D4



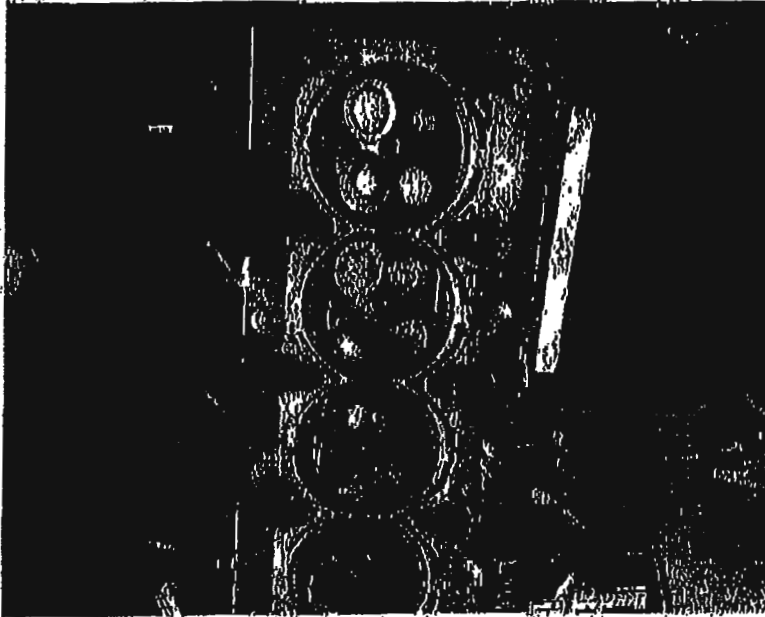
Warranty Inspection Services

DIAMOND WARRANTY CORP.

Request ID: 385892

Requested 10/7/2014 8:18:00 AM by SHAWN
Inspected 10/8/2014 12:16:00 PM

Pictures



cyl head



11/18/2016 9:38 AM

Fax Services

→ Fax

D5

Warranty Inspection Services

DIAMOND WARRANTY CORP.
Request ID: 385892

Requested 10/7/2014 8:15:00 AM by BHAWN
Inspected 10/8/2014 12:16:00 PM



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Fax Services

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D6



Warranty Inspection Services

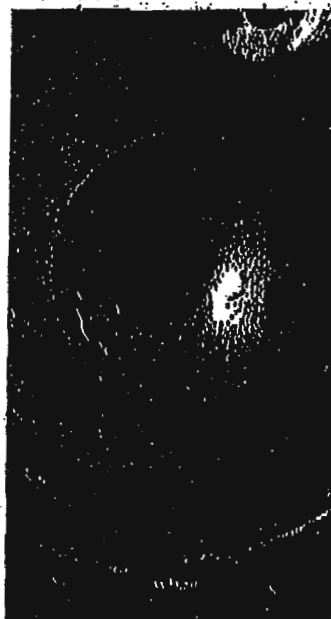
DIAMOND WARRANTY CORP.

Request ID: 305892

Requested 10/7/2014 8:18:00 AM by SHAWN
Inspected 10/8/2014 12:18:00 PM



2



pleton 4

Phone (804) 521-1496 Toll Free (866) 849-7195

6 of 9

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Fax Services

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57



Warranty Inspection Services

DIAMOND WARRANTY CORP.

Request ID: 385892

Requested 10/7/2014 8:18:00 AM by SHAWN
Inspected 10/8/2014 12:18:00 PM



photo 3

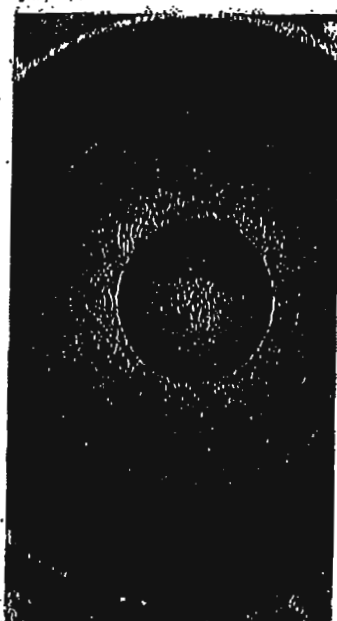


photo 2

11/10/2016 9:38 AM

Fax Services

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08

 **Warranty Inspection Services**

DIAMOND WARRANTY CORP.

Request ID: 385892

Requested 10/7/2014 8:15:00 AM by SHAWN
Inspected 10/8/2014 12:16:00 PM



plate 1

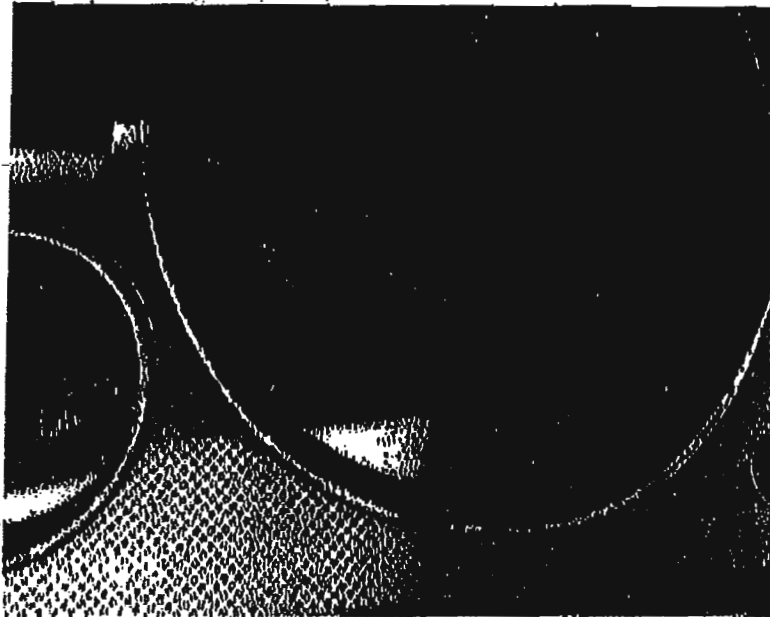


plate 2

© 11/18/2016 9:30 AM

Fax Service

→ Fax

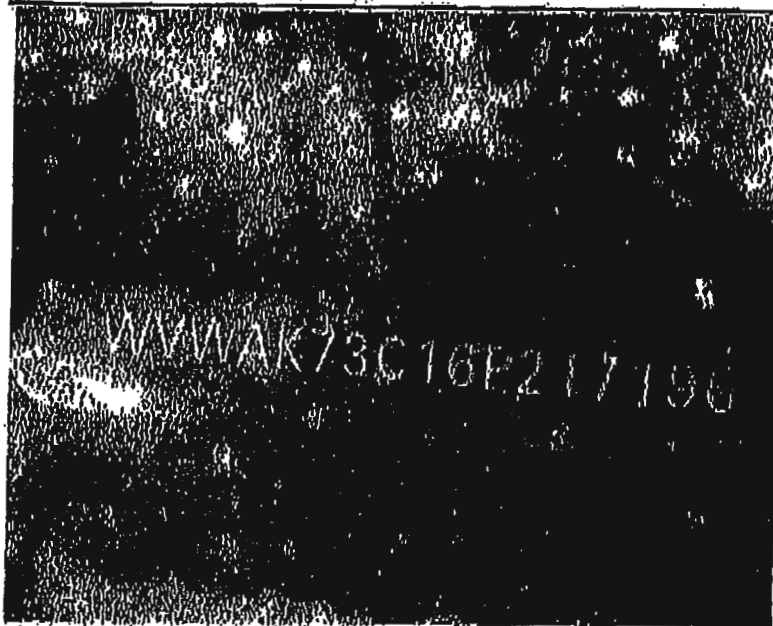


Warranty Inspection Services

DIAMOND WARRANTY CORP.

Request ID: 305892

Requested 10/7/2014 8:15:00 AM by SHAWN
Inspected 10/8/2014 12:16:00 PM



vin





DATE	7/2/2015
TIME	10:41
SALES	
QUANTITY	2

NAME	HOLSTER STEVEN
ADDRESS	46 REYNOLDS AVE
CITY	TC AUTO
STATE	CAIBONDALE PA 18407
PHONE	670-282-2603 / 607-775-1542

QUANTITY	1
DESCRIPTION	300-67966 1U ENGINE ASSEMBLY; SUG# DL4112; 3D-27
UNIT PRICE	\$2,500.00
EXT PRICE	\$2,250.00

Quantity	Description	Unit Price	Ext Price
1	300-67966 1U ENGINE ASSEMBLY; SUG# DL4112; 3D-27 R: 001470733; VIN: WVWAK73CX7P124498; 4.2L 65K VC17; Requested: 2006 PASSAT; PASSAT 06-07 2.0L (VIN IC 5th digit); Q: 1104811; W: 17345 91 Day Parts only, No Labor Coverage	\$2,500.00	\$2,250.00
	Core charge W: 17345	\$0.00	\$0.00
1	601-60967 1U ALTERNATOR; SUG# DL4112; FB079 R: 001470780; VIN: WVWAK73CX7P124498; 4.2L 140A; Requested: 2006 PASSAT; PASSAT 06-09 140 amp; W: 17345 12 Months Parts Replacement Warranty No Labor	\$75.00	\$75.00
	Core charge W: 17345	\$0.00	\$0.00
1	604-50100 1U STARTER MOTOR; SUG# DL4112; FB080 R: 001470740; VIN: WVWAK73CX7P124498; 4.2L AOT; Requested: 2006 PASSAT; PASSAT 06-09 2.0L; W: 17345 12 Months Parts Replacement Warranty No Labor	\$75.00	\$75.00
	Core charge W: 17345	\$0.00	\$0.00

Notes:	
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Payment Method	Cash	Freight	
	Check	Discount	
	Credit Card	Taxable	
		Non Tax	
		Total Tax	

01 Don's Automotive Mall
 216 Coleville Road
 Binghamton, NY 13904
 607-775-1542 Fax: 607-775-2884



Invoice Number	639343
Date	2/17/2015 16:48
Customer Name	Customer Name
Address	2

SOLD TO	[REDACTED]	SHIP TO	HOLSTER STEVEN
			45 TENNOLDS AVE
			19 AUTO
FROM	CARBONDALE PA 18407	FROM	CARBONDALE PA 18407
	570-497-0366		570-282-2603 (Traco: 607-775-1542)

SALES TAX	ORIGINALLY PAID BY CASH	SALES TAX	

Quantity	Description	Unit Price	Ext Price
1	Core charge W-17345	\$0.00	\$0.00
1	DEPOSIT W-17345 VISA 0317 2/12/15 DEPOSIT PAID ON INVOICE NUMBER 1095692	(\$2,729.50)	(\$2,729.50)

Notes	

Thank You for your purchase!

Cash		Delivery Date: 2/16/2015	Freight	\$100.00
Check			Discount	\$264.00
Credit Card			Taxable	\$2,575.00
			Non Tax	(\$2,729.50)
			Total Tax	\$154.50

Part Return Policy

Returns, Exchanges or Core Refunds **MUST** be accompanied by the **ORIGINAL INVOICE**.
 Cores must be drained of all fluids to receive credit.
 Sales paid by check will have a 14 day hold before refund is made.
 Sales paid by credit card will be refunded by credit card.
 Returns, Exchanges or Core Refunds must be made within 30 days of purchase.
 Returns of Special Order parts are subject to handling charges up to total price of part.
 Electrical parts or new parts that have been installed are not returnable and may be exchanged only.
 Any Return or Exchange may be subject to handling charges.
 Returns must be authorized by the Salesperson. Delivery Driver is not authorized to accept returns.

Don's Automotive Mall, Inc. 91 Day Green Guarantee and Extended Limited Warranty Terms

Your receipt from Don's Automotive Mall, Inc. (Don's) is your **WARRANTY RECEIPT** and is covered by the terms of this warranty. This warranty is void if the receipt is not presented in full at the time of sale.

General

This warranty is not transferable and applies only to the original purchaser as long as the part is still installed in the vehicle it was originally purchased for. Don's Automotive Mall, Inc. must be informed immediately and verbally of any defect discovered during the warranty period. All work under this warranty must be authorized by Don's Automotive Mall, Inc. Transportation cost of any part to Don's Automotive Mall, Inc. is exclusively excluded from this warranty. All claims must be accompanied by the original sales receipt. Don's Automotive Mall, Inc. reserves the right to repair, replace, or refund the purchase price of any part at its option. Such repair, replacement, or refund will satisfy all obligations under this warranty. Improper installation, use, misuse, neglect, careless handling, or damage done by installer after purchase from Don's Automotive Mall, Inc. shall void this warranty. Labor costs, including the cost of moving damaged external parts from the purchaser's old part to Don's Automotive Mall, Inc. part, tires, shocks, fluids, and similar supplies are specifically excluded from this warranty.

The liability and obligation of Don's Automotive Mall, Inc. under this warranty shall not include any inconvenience, transportation, towing, down time, or direct or indirect or consequential damage, or delay resulting from any defect. No action by Don's Automotive Mall, Inc. under this warranty shall extend the original warranty period or alter its obligation. This warranty gives you specific legal rights. You may also have other rights which vary from state to state. Any cause of action arising from any warranty claim must be filed in Binghamton, NY. This warranty is in lieu of any other warranties expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

Engines

Don's Automotive Mall, Inc. warrants to the original purchaser all internally lubricated parts of its engines to be free of defects for a period shown on the invoice from date of sale. All bolts on external parts are excluded from this warranty. Calibration and adjustment of excluded parts is also excluded from this warranty. This warranty is void if proper installation procedures are not followed.

Transmissions

Don's Automotive Mall, Inc. warrants to the original purchaser its transmission to be free of defects for a period shown on the invoice from the date of sale. The parts covered by this warranty are the transmission case and all internal parts including the torque converter. All bolts on external parts are excluded from this warranty. Any problems that result from not installing new seals and Allen improperly installed or adjusted unit, Computer codes not being cleared and / or any external issues causing failure will void this warranty.

Other Parts

Don's Automotive Mall, Inc. warrants to the original purchaser that reworked parts sold by it will be free of defects for a period of 91 days from the date of purchase unless otherwise noted on front of invoice. Properly installed and finished sheet metal parts are guaranteed for an amount up to their original price, against rust and corrosion for one year from the date of purchase.

One-time Labor allowance available on limited product lines

Non-Commercial Passenger Cars and GAS Powered SUV, Light Truck and Vans up to 7,000 lbs are eligible for up to 2 years parts and labor allowance coverage, must be purchased at time of sale.

Heavy Duty Trucks and Vehicles, Marine Engines, Motor Homes, Commercial Vehicles, Snow Trucks, Dump Trucks, Taxi Cab, non-intended use and Industrial or Off Highway Vehicles - 91 Day Parts Replacement Warranty with no labor allowance.

Parts will be supplied by Don's, no charge. Don's will approve the purchase of these parts, which will be reimbursed at Inland Cost, Labor expense coverage, when purchased, is a one-time Labor allowance paid at \$50.00 per hour (not to exceed the part purchase price on original invoice).

Warranty Time Period is 91 days unless otherwise stated on front of invoice

The liability and obligation of Don's Automotive Mall, Inc. under this warranty shall not exceed the amount of original purchase price or time period shown on the original invoice and shall not include any inconvenience, transportation, towing (including towing to any repair facility), down time of direct or indirect or consequential damage or delay resulting from any defect.

Member United Recyclers Group, 110 210 Coleville Rd, Binghamton, NY 13904 Phone: 800.283.3087 NY911 Donville #404-0310 revised 8-2015

GOLD SEAL CERTIFIED AUTOMOTIVE RECYCLERS PROGRAM This recycled part was provided by a professional automotive recycler that participates in the ARA GOLD SEAL certified automotive recycler program and therefore agrees to abide by the program's code of ethics. If you feel that this company has failed to deliver on a promise or you are not satisfied with your product, please fax your concerns to the Automotive Recyclers Association at 703-305-1497.

Exhibit D

DEFINITIONS

Throughout the Vehicle Service Agreement certain words and phrases are used that have special meanings. These terms appear in boldface type. Their meanings are listed below:

Administrator means the company, Diamond Warranty Corp., that provides administrative services for the Vehicle Service Agreement.

Agreement means the Vehicle Service Agreement which you have purchased from us to protect your vehicle.

Application means the document which must be attached to and forms part of the Vehicle Service Agreement. It lists information regarding you, your vehicle, coverage selected, and other vital information.

Coverage means the protection you have selected and, as shown on the Application.

Covered Part(s) means the mechanical and electrical parts and components listed on the Application page of this document under the section titled Covered Components, and as contained in this Agreement that are original parts on your vehicle at the time of its purchase by you or the replacement parts meeting the vehicle manufacturer's specification.

Deductible means the amount you are required to pay, if applicable, as shown on the Application, prior to coverage for covered breakdowns.

In Service Date means the vehicle's factory warranty start date or the new vehicle's first day of use, whichever occurs first, regardless of the Agreement purchase date.

Licensed Repair Facility means a repair facility licensed and/or regulated by the state to perform repairs for profit.

Mechanical Breakdown or Breakdown means the inability of any Covered Part(s) or Component(s) to perform the function(s) for which it was designed due to defects in material or workmanship. Mechanical Breakdown does not include the gradual reduction in operating performance which a Mechanical Breakdown has not occurred. Mechanical Breakdown does not include "Wear and Tear." The manufacturer has established tolerances for the express purpose of defining Mechanical Breakdown. Mechanical Breakdown will be considered to have occurred. Replacement of Covered Parts with non-mando will original equipment manufacturer parts, non-mando parts, non-DEM, or used parts, at the election of the Administrator, Diamond Warranty Corp.

Period of Maximum Delay means you will be reimbursed \$30.00 per day for a maximum of 5 days in the event of a covered component failure that requires more than 10 hours labor based on standard mechanical labor calling guides. The Administrator Diamond Warranty is not responsible for delays in delivery of parts, repair facility delays or delays by others.

Vehicle Service Agreement, Service Agreement or Agreement means this Vehicle Service Agreement document which includes the completed signed Application.

We, Us, Our means the entity that is obligated to perform under this contract, as identified in the Application as "Obligor."

You and Your means the Purchaser shown on the Application or the person to whom the contract was properly transferred.

Your Vehicle means the vehicle which is described on the Application.

ARBITRATION AGREEMENT

You and We agree that any dispute, claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be resolved only by binding arbitration. You and We shall each select an arbitrator and the two arbitrators shall select a third arbitrator. The decisions of any two of the three arbitrators shall be final and binding on you and us. The arbitrators may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator of the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. There shall be no authority for any claim(s) to be arbitrated on or as a class action. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by and interpreted under the Federal Arbitration Act (FAA), 9 U.S.C. Sections 1-10. If the holder of this contract breaches this Agreement, you the contract holder will be fully responsible for any and all legal fees, including court costs incurred by the Administrator Diamond Warranty Corp. due to any breach of this arbitration clause by you or any attorney(s) acting on your behalf. You and We also agree that the disposition of any disputes or claims shall be governed by the laws of the state of Pennsylvania; any arbitration arising from any disputes shall be held in the State of Pennsylvania County of Luzerne. Any other claims or disputes pertaining to this Agreement in any other state or county initiated by you or on your behalf shall constitute a breach by you of this Agreement and arbitration clause.

The Parties of this Agreement understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes decided through arbitration and agree to arbitrate by the signing of you and the acceptance by the Administrator of this Agreement.

AGREEMENT HOLDER'S RESPONSIBILITIES:

A. Filing a Claim

You must contact the Administrator Diamond Warranty Corporation for authorization at the time of breakdown. Repairs must be authorized prior to repairs being done to your vehicle. Unauthorized claims will not be covered or paid under the terms of this Agreement.

Phone Claims 1-870-802-2020 or Fax to 1-800-384-8041

B. Maintenance Requirements and Service History

For New Vehicles: You must have your vehicle checked and serviced in accordance with the vehicle manufacturer's recommendations, as outlined in the Owner's Manual for your vehicle.

For Pre-Owned or Used Vehicles: The following maintenance requirements must be performed every 3 months or 4,000 miles: Changing engine oil and filter; Check transmission fluid and check axle fluid every 3 months or 4,000 miles; Lubricate front suspension and steering linkage; Perform other special services as recommended by Manufacturer. You must retain service documents as proof of all services being performed according to the terms of this Agreement.

General Provisions

This Agreement, which includes the Application, is between You and Us, and is subject to the terms and conditions contained herein. A. Contract Period: Coverage under this Agreement begins on the date shown on the Application and will expire according to the time and/or mileage of the plan selected whichever occurs first, as of 12:01 a.m., Eastern Standard Time, on the expiration date shown on the Application.

B. Coverage: The coverage provided for Your Vehicle is determined by the coverage selected on the Application and is subject to the terms and conditions of the coverage selected on the Application.

C. Limit of Liability: Coverage under this Agreement is subject to the terms of this agreement and as follows: Engine \$1,500, Transmission \$1,500, Transfer Case \$1,500, All other components, \$1,000, Towing maximum \$75.00 per breakdown. The total liability for the first year of the contract shall not exceed a maximum payout of accumulated claims of \$5,000 over the chosen term of your selected coverage. Deductible \$100.00 per covered component breakdown. Limit of Liability Plus Coverage: The limit of liability under the terms of this agreement on a 3 & 5 month contract is as follows: Engine \$2,000, Transmission \$2,000, All other components, \$1,500, Towing maximum \$75.00 per breakdown. The total liability for the full term of this contract shall not exceed a maximum payout of accumulated claims of \$5,000 over the chosen term of your selected coverage. Plus Coverage and Enhanced Coverage 12, 24, 36, 48 month terms. - Our liability for repairs shall in no event exceed the Actual Cash Value of Your Vehicle, Actual Cash Value is defined as the NADA published average trade in value of Your Vehicle on the date of loss, taking into account condition and mileage into consideration. Aggregate - The total of all benefits paid or payable while this Agreement is in force shall not exceed the NADA trade in value of Your Vehicle (excluding tax, title and license fees).

D. Deductible: In the event of a breakdown covered by this Agreement, You may be required to pay a Deductible. To determine if a deductible applies, and if so, the amount, please see the Deductible entry in the Coverage Selection Section, Deductible Choice, shown on the Application.

E. Agreement Transfer: Your Agreement may be transferable to someone to whom You sell or otherwise transfer Your Vehicle to while this Agreement is still in force providing no claims have been filed, either approved or denied by the original Agreement holder. This Agreement

cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling Vehicles. This Agreement can only be transferred once and the transfer must be initiated by the original Agreement Purchaser. To transfer, the following must be submitted to the Administrator, Diamond Warranty Corp., within ten (10) days of the change of ownership to a subsequent individual purchaser: 1. Original Agreement and Application 2. Transfer Application signed by You and the purchaser of Your Vehicle. Get the Administrator for approval and return to the Administrator where You purchased this Agreement after approval from the Administrator to have a transfer Application mailed or faxed to You. 3. You must submit a copy of the title transfer records, a bill of sale and bill of lading. All terms and conditions of the original Vehicle Service Agreement will apply to the transferee. Any manufacturer's warranty must also be transferred at the same time as Vehicle ownership transfer.

NOTES: The term and/or coverage under some Vehicle manufacturers' warranties are reduced upon transfer to a subsequent vehicle owner. Breakdowns to components covered by the manufacturer during the term of the original manufacturer's warranty are not covered under this Agreement regardless of transfer. Copies of all maintenance records and original receipts showing actual oil changes and manufacturer's recommended maintenance must be given to the new owner and provided to the Administrator at the time of submission of the transfer Application. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the vehicle's manufacturer's recommendations. Maintenance documentation and Service History as contained in the Agreement. If these requirements are not met, the Administrator has the right to deny the transfer of this Agreement.

F. Renewal: Must be done by sending dealer copy of the original Service Agreement must be attached to the renewal agreement, and the vehicle must meet all Diamond Warranty's Dealer Guidelines at time of renewal. This Agreement can be renewed by the original contract holder only and can also be renewed for additional term only, but is not eligible for a coverage upgrade. Same terms apply to Renewal as Transfer. Diamond Warranty has the right to accept/reject any renewal request.

G. Cancellation of Your Agreement: 1. Return to the Dealer/lessor to complete and sign cancellation form; in such event, You are required to notify the Administrator and submit all required documents to the Administrator within 10 days. 2. Making written notice to the Dealer/lessor to cancel the Agreement. 3. Vehicle must be a total loss or repossession to void the cancellation (See Special State Requirements/Disclaimer). In either instance above, the request must be accompanied by a notarized affidavit indicating the odometer mileage reading at the time of the request. The Administrator may request all supporting documentation from Your primary insurance company or police reports indicating time and mileage of the time of incident. If this Agreement is cancelled and a claim has been filed, authorized or paid, We will refund an amount of the Agreement charge paid to Us, according to the pro-rata method reflecting the greater of the days in force by the miles driven based on the term of the plan selected and date coverage begins on the Agreement, less a fifty-dollar (\$50.00) administrative fee. In the event of cancellation the Administrator, if any, will be named on a cancellation refund check on their interest may appear. We may cancel this Agreement at any time if: 1. Your Vehicle is reported to Us as a Total Loss or Repossessed by the Administrator listed on the Agreement; 2. Your Vehicle odometer is disconnected or altered or the two values cannot be determined, or verified or the vehicle odometer has been replaced; 3. Your Vehicle is not used by You in a manner covered by this Agreement, including Vehicle modifications, commercial use or illegal and not recommended by the manufacturer; 4. The charge for this Agreement and Agreement Options is not paid in full to the Administrator Diamond Warranty Corp. by Your selling dealer; 5. You employed intentional misrepresentation in the submission of a claim; 6. You employed intentional misrepresentation in obtaining this Agreement; 7. Your Vehicle does not have a valid manufacturer VIN Number or true odometer reading; 8. Your Vehicle is titled as salvage, junk, rebuilt, or flood damaged. Notice of such cancellation will be delivered to You by registered mail. The notice of cancellation will also give of the above mentioned basis of cancellation. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. If there is a refund due to You it will be processed by Us under the same calculations, terms and language stated above under Cancellation of Your Agreement. Cancellation refunds will be received within 45 days of receipt of complete paperwork.

H. Nontransfer Cancellation

If Your Vehicle and this Agreement have been financed, the Administrator shown on the Application may cancel the Agreement for default of the loan Agreement or if Your Vehicle is declared a total loss due to accident or theft or is repossessed.

I. Refund Calculation

If this Agreement is cancelled within the first thirty (30) days from the effective date and no claims have been filed, authorized or paid, We will refund the authorized amount of the Agreement charge paid to the Administrator. If this Agreement is cancelled after the first thirty (30) days or a claim has been filed, authorized, or paid, We will refund an amount of the Agreement charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins less claim amount paid less a fifty-dollar (\$50.00) administrative fee. In the event of cancellation, the Administrator, if any, will be named on a cancellation refund check on their interest may appear.

J. Our Right to Recover Payment

If You have a right to recover against another party for anything We have paid under this Agreement Your right shall become Our right. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

K. Right of Rescission

In the event of any dispute between Us and the Administrator or You, We the Administrator Diamond Warranty Corporation shall have the right to remove the Vehicle and move it to a licensed repair facility of Our choice.

L. Agreement Reprint

You may request a reproduction of this Agreement during the Agreement term by contacting the Administrator in writing. A \$10.00 processing fee must be included with the request.

SPECIAL STATE REQUIREMENTS (cont.)

TEXAS SPECIAL STATE REQUIREMENTS

The official Agreement holder may return this Agreement within thirty (30) days of receipt of the Agreement, if no claim has been made under the Agreement and either in person at the purchase place of the Agreement, and the Agreement may be void. A ten (10) percent penalty per month shall be added to a refund that is not made within forty (40) days of return of the Agreement to the Administrator, Dealers and assigned complete providers may be added to the Texas Department of Insurance and Regulation P.O. Box 12107, Austin TX 78712-0107 463-2000.

VERMONT SPECIAL STATE REQUIREMENTS

The official Agreement holder may return this Agreement within thirty (30) days of receipt of the Agreement, if no claim has been made under the Agreement and either in person at the purchase place of the Agreement, any and all other providers in connection with the Agreement may be brought in the courts of Vermont.

WEST VIRGINIA: You may cancel this Agreement any time within the first ninety (90) days after the purchase date by completing the return form. After the ninety (90) day period, this Agreement may be canceled only by the Administrator's approval or the Lien holder as specified herein.

PRIVACY POLICY

Congress recently passed the Gramm Leach Bliley (GLB) Act, which deals in part with how financial institutions that are not public companies ("financial institutions") may use and disclose information about their customers. The act is intended to protect the privacy of customers' financial information and to give customers more control over how their information is used and disclosed.

This policy explains the type of information the Administrator collects and the ways in which it may be used and disclosed. This policy also explains the ways in which you can control how your information is used and disclosed. This policy also explains the ways in which you can control how your information is used and disclosed. This policy also explains the ways in which you can control how your information is used and disclosed.

INFORMATION THE ADMINISTRATOR MAY COLLECT

- Information the Administrator collects from Agreement holders, or is provided to us by Agreement holders, for a particular product or service, such as Agreement holder's name, address, telephone number, Social Security Number, date of birth, and other identifying information.
- Information about Agreement holder's business with the Administrator, our affiliates, or others.
- Information that is provided to the Administrator for purposes of determining eligibility for a particular product or service, as authorized by Agreement holder, or as otherwise permitted or required by law.

INFORMATION THE ADMINISTRATOR MAY DISCLOSE TO WHOM WE MAY DISCLOSE, PRODUCE OR PERMIT TO BE PRODUCED FOR ANY PURPOSE

- The Administrator will disclose or permit the disclosure of information to third parties who need to know the information to provide services and products to Agreement holder, or to administer Agreement holder's account. Agreement holder's physical, electronic and other records may be disclosed to protect our customer information. We also let our employees about the meaning and requirements of the Administrator's policy for information security and confidentiality.
- Agreement holder does not disclose that information about creditworthiness or any other information to anyone, except as permitted by law.
- The law permits disclosure to share information with our affiliates and other affiliated entities.
- The law also permits the disclosure to share information with companies that perform marketing services for the Administrator, or other individuals that have a business relationship with the Administrator, such as the dealer who the Agreement holder purchased the vehicle and agreed for the Administrator vehicle service agreement.

Agreement holder does not need to do anything as a result of this notice. It is meant to inform Agreement holder of their Administrator's collection, sharing, and safeguarding of Agreement holder's non public financial information, and is not part of the vehicle service agreement.

Questions? Diamond Warranty Corporation at 1-800-384-5023;

Thank you for this opportunity to clarify administrator privacy policy as a result of this new law;

www.diamondwarrantycorp.com

4431 William Penn Hwy, Suite 1
Murrysburg, PA 15868
800-336-8830
carsprotectionplus.com

CARS

PROTECTION PLUS

Administrator/Obligor

- ☐ 3 Month/4,000 Miles
- ☐ 3 Month/Unlimited Miles
- ☐ 6 Month/7,000 Miles
- ☐ 12 Month/15,000 Miles
- ☐ 24 Month/30,000 Miles

POWER TRAIN SERVICE CONTRACT

Ford ID1001E 1400

OWNER'S NAME	DATE OF VEHICLE PURCHASE
ADDRESS	INSPECTION REQUIRED IF PURCHASED BY CAR AFTER 30 DAYS
CITY	VIN
STATE	YEAR
ZIP	MAKE
PHONE	MODEL
OWNER'S EMAIL	CURRENT ODOMETER READING
LIENHOLDER	VEHICLE PURCHASE PRICE
DEALER'S NAME	SERVICE CONTRACT PURCHASE PRICE
DEALER'S PHONE NO.	

COVERED COMPONENTS

ENGINE Lubricated parts contained within the engine block, cylinder heads, intake manifold, pistons, piston rings, wrist pins, connecting rods and bearings; crankshaft and bearings; camshaft and bearings; timing chain, guides, tensioner and gears; valve covers; rocker arms/shafts and bushings; intake/exhaust valves and valve springs; seats, guides, push rods and hydraulic lifters; oil pump; and oil pan. Engine block only if damaged by a covered component internal to the engine block. **NOT COVERED:** timing belt, fuel injectors, turbochargers, superchargers, EGR cooler and oil cooler.

AUTOMATIC TRANSMISSION/TRANSFER CASE Lubricated parts contained within the transmission or transfer case housing; torque converter; bands; pump; pump housing; carrier assembly; planetary gears; chain drums; reaction shaft; governor; valve body; and servo assemblies. Transmission/transfer case only if damaged by a covered component internal to the transmission/transfer case housing.

MANUAL TRANSMISSION/TRANSFER CASE Lubricated parts contained within the transmission or transfer case housing; main shaft; counter shaft; all gears; chain; input shaft; hub assemblies; synchronizers; shift forks; and internal transmission bearings. Transmission/transfer case only if damaged by a covered component internal to the transmission/transfer case housing. **NOT COVERED:** manual clutch and related components.

DRIVE AXLE ASSEMBLY Lubricated parts contained within the front and rear drive axle housing; pinion bearings; wheel bearings; axle carrier bearings; ring and pinion; axle gears; spider gears and cases; drive shaft universal joints; constant velocity joints; and 4x4 hubs. Front/rear drive axle housing only if damaged by a lubricated part contained within the drive axle housing.

SEALS & GASKETS Seals and gaskets are covered only when required in conjunction with the replacement of a covered component. Additionally, cylinder head gaskets are covered for combustion and coolant leaks. Intake manifold gaskets are covered for coolant leaks only. **NOT COVERED:** oil and vacuum leaks.

LABOR The authorized time for a repair will be based on the ProDemand labor guide. The hourly labor rate will be the repair facility's rate up to \$80.00 per hour. Should your repair facility's rate exceed this amount, you are responsible for the difference. **NOT COVERED:** tear-down and diagnosis.

RENTAL BENEFITS The Service Contract Holder will be reimbursed \$26.00 for each day of ProDemand labor guide time to repair or replace the covered component with a maximum benefit of \$300.00 per claim. If proof of rental is provided with an authorized claim, downtime, regardless of reason, is not included.

TOWING We will reimburse up to a maximum of \$50.00, if proof of towing is provided with an authorized claim.

COVERAGE LIMITED TO ABOVE COMPONENTS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

ACCEPTANCE TO TERMS

I have read, understand and agree to the Covered Components and Terms and Conditions as stated on the front and reverse side of this Service Contract Application. This Service Contract does NOT go into effect until: (1) this application is received by CARS Protection Plus, Inc. ("CARS"), (2) with proper payment, and (3) approved by CARS, which may be different than my date of vehicle purchase. I certify the information above is true and correct, and I will contact CARS if I have not received a CARS ID card within 10 days. I understand I am responsible for a \$100.00 deductible per claim. I acknowledge receipt of my copy of this Service Contract.

OWNER'S ACCEPTANCE TO TERMS

DATE

WHITE PAGE - RETURN BY MAIL

PINK PAGE - DEALER

BLUE PAGES - CUSTOMER

VEHICLE BUYER REFUND PROVISIONS

These conditions apply to the residents of: ALABAMA, NE, MARYLAND, MASSACHUSETTS, NEW YORK, AND S. CAROLINA. Terms for Cancellation by You: You may return the Service Contract within 20 days of the effective date as stated on Your CARSID, card. You may have additional time and right to return the Service Contract, see the State Disclosures below. Upon return of the Service Contract to CARS, within the applicable time period, the Service Contract is void and CARS shall refund to You the full purchase price of the Service Contract including any sales tax payable to state law, if no claim has been made. A two percent penalty per month shall be added to a refund if is not paid or credited within 30 days after return of the Service Contract to CARS.

After 20 days, or if a claim has been made, You may cancel the Service Contract and CARS shall refund to You 100% of the unearned pro rata provider fee, less any claims paid. A administrative fee, not to exceed ten percent of the provider fee paid by You, may be charged by CARS.

Terms for Cancellation by CARS: CARS may cancel the Service Contract for material misrepresentation or substantial breaches of contractual duties, conditions, warranties or nonpayment of the Service Contract by mailing a written notice to Your last known address within at least 15 days prior to cancellation. The notice must state the effective date and reason for cancellation. CARS is not required to provide prior notice of cancellation if the Service Contract is cancelled due to: (1) nonpayment of the consideration for the Service Contract; (2) material misrepresentation by You to CARS; or (3) a substantial breach of duty by You related to the covered product or its use. Unless cancellation is for nonpayment, a pro rata refund of the unearned portion of the provider fee less the amount or value of any claims paid shall accompany the notice.

If a vehicle is altered or modified after the purchase, and a claim has been made or paid, the Service Contract is cancelled and no refund shall be issued unless required to do so by Your state.

ADDITIONAL STATE DISCLOSURES: THIS IS NOT AN INSURANCE POLICY

ALABAMA

The provision of paragraph 4(c) is deleted.

Paragraph 5(b) is amended to replace the administrative fee "(not to exceed \$50.00)" with "(not to exceed \$20.00)".

The provisions of 6(c) are deleted and amended to include: If a vehicle is altered or modified after purchase, the Service Contract is cancelled and a prorated refund, less claims will be refunded to the customer.

CONNECTICUT

Paragraph 2(c) is amended to include the following: If this Service Contract is for less than one year of coverage, this contract will be extended while Your vehicle is being repaired.

The following is added as Paragraph 2(d): You may pursue arbitration to settle disputes between You and CARS. A written complaint must contain a description of the dispute, the purchase price or lease price of Your covered vehicle, the cost of any disputed repair, and a copy of this Service Contract. This complaint should be mailed to: State of Connecticut, Insurance Department, PO Box 610, Hartford, CT 06142-0610, Attention: Consumer Affairs Division. A more detailed description of the arbitration procedure is set forth in §§ 42-200-2 through 42-200-5 of the Connecticut Administrative Code.

The following in Paragraph 5(b) is amended to include: You have the right to cancel this Service Contract if You return the vehicle or if the vehicle is sold, lost, stolen or destroyed.

GEORGIA

This Service Contract is not a contract of insurance.

Paragraph 1(b) is amended to include the following: Component failures known, or which should have been known, by You before CARS approves this Service Contract application are NOT covered.

Paragraph 1(d) is amended to include the following: Vehicles modified or altered from the original manufacturer's specifications by You or with Your knowledge after vehicle purchase, including but not limited to the following modifications: frame, suspension or body lift kit, wheels/tires (not to OEM specifications), emission system, exhaust system, engine, transmission and drive axle.

Paragraph 1(j) is amended to include the following: Damage after vehicle purchase done by You or with Your knowledge from altering, misusing or tampering with the vehicle, making improper adjustments or using improper tools or fluids.

Paragraph 1(k) is amended to include the following: Damage done by You or with Your knowledge resulting from failure to maintain Your vehicle according to Your manufacturer's maintenance requirements.

Paragraph 2(f) is deleted and replaced with the following: Your odometer MUST display and function at all times while the vehicle is owned by You. A chisel, odometer, and/or odometer display known by You to be inoperative during Your ownership voids the Service Contract without refund.

Paragraph 2(g) is deleted and replaced with the following: Vehicle alterations or modifications made subsequent to the purchase of this Service Contract are not covered and shall void the Service Contract.

Paragraph 2(e) is amended to include the following at the end of the paragraph: An insurer is not authorized to sell this Service Contract, including automatic dealer sales.

Paragraph 2(h) is deleted and replaced with the following: This Service Contract shall not be cancelled by CARS except for fraud, material misrepresentation, a substantial breach or nonpayment. The cancellation shall be in writing and mailed at least 30 days prior to cancellation for any reason pursuant to Georgia Code §§ 33-21-44. Should CARS fail to refund Your unearned consideration, You have the right to receive a refund directly from Dealer's Assurance Company.

Paragraphs 3(d) and 3(e) are deleted and replaced with the following: You may cancel this

Service Contract at any time by submitting a written request and returning Your Service Contract to CARS. If this Service Contract is cancelled, You will receive a full refund of the unearned pro rata Service Contract price. No claims paid shall be deducted from any refund owed. All refunds will be paid to the titleholder, if any, otherwise to You.

ILLINOIS

Paragraph 1(f) is amended to include at the end of the sentence: or failures caused by normal and abnormal wear and tear.

Paragraphs 5(a) and 5(b) are amended to include the following: As an Illinois customer, You may cancel Your contract for a full refund of the Service Contract consideration during the first 30 days after purchase, if no service has been provided, less a cancellation fee. At any other time, the Service Contract may be cancelled for a monthly prorated refund, less the value of any service received and less a cancellation fee which shall be the lesser of ten percent of the Service Contract price, or \$50.00.

INDIANA

Proof of payment to the issuing dealer for this Service Contract shall be considered proof of payment to the insurer which guarantees our obligation to You, providing such insurance was in effect at the time You purchased this Service Contract.

The following provision is added as Paragraph 2(d): This Service Contract is not insurance and is not subject to Indiana insurance law.

MAINE

The following is added as Paragraph 3(h): In the event an emergency breakdown occurs when CARS is closed, You may follow the claim procedures in the contract without prior authorization. However, You must notify CARS of the repairs as soon as CARS reopens. Reimbursement will be made in accordance with the provisions in the contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by CARS.

MARYLAND

Paragraph 1(e) is amended to include the following: The repair of a malfunction or defect covered under a mechanical repair contract shall include the cost of the tear-down and diagnosing the malfunction or defect.

MASSACHUSETTS

Notice to customer: Purchase of this Service Contract is not required in order to register or finance Your vehicle. The benefits provided may duplicate express manufacturer's or dealer's warranties that come automatically with every sale. The seller of this vehicle is required to inform You of any warranties available to You with this Service Contract.

MISSISSIPPI

The following is added as Paragraph 3(h): In the event an emergency breakdown occurs when CARS is closed, You may follow the claim procedures in the contract without prior authorization. However, You must notify the Administrator of the repairs as soon as CARS reopens. Reimbursement will be made in accordance with the provisions in the contract and nothing herein authorizes repairs not otherwise covered. Emergency repairs are those required because the Covered Vehicle was inoperable or unsafe to drive. Parts must be available for inspection by CARS.

NEW HAMPSHIRE

The following is added as Paragraph 2(d): In the event that You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department, 21 South First Street, Suite 10, Concord, NH 03301, telephone number: 603-271-2261.

If You have any questions regarding this Service Contract, You may contact CARS by mail at 4431 William Penn Highway, Suite 1, Morrisville, Pennsylvania 19060 or by phone at 800-335-6839.

TRANSMISSION VERIFICATION REPORT

TIME : 02/08/2016 17:33
NAME : AUTONOW WB
FAX : 6708210415
TEL : 6708212886
SER. # : D9J143888

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

02/08 17:32
17243873097
001 00:34
01
OK
STANDARD
EQM

800-835-8838

19112

4431 William Penn Hwy, Suite 1
Mumysville, PA 16808
888-835-8838
carsprotectionplus.com



- ☐ 3 Months/4,500 Miles
- ☐ 3 Months/Unlimited Miles
- ☒ 6 Months/7,500 Miles
- ☐ 12 Months/15,000 Miles
- ☐ 24 Months/30,000 Miles

POWER TRAIN SERVICE CONTRACT

Form B1601E 1408

OWNER'S NAME	[REDACTED]	DATE OF VEHICLE PURCHASE	2-8-14
ADDRESS	[REDACTED]	(ELEVATION REQUIRED) RECEIVED BY CARBART 130 (415)	
CITY	WILKES BARRE	STATE	PA ZIP 18702
PHONE	[REDACTED]	VIN#	1.B.7.H.F.1.3.Z.7.1.J.5.0.6.2.7.5
OWNER'S EMAIL	[REDACTED]	YEAR	2001 MAKE Dodge
LEASER/OWNER	Autonow City Funding	MODEL	RAM
DEALER'S NAME	Autonow	CURRENT ODOMETER READING	61,228
DEALER'S PHONE NO. (570)	502-2360	VEHICLE PURCHASE PRICE	\$75,421.45
	(AS REPRESENTED BY YOUR DEALER'S SIGNATURE)	SERVICE CONTRACT PURCHASE PRICE	\$169.00
			(AS SHOWN)

COVERED COMPONENTS

ENGINE Lubricated parts contained within the original block, cylinder heads, intake manifold, pistons, piston rings, wrist pins, connecting rods and bearings; crank shaft and bearings; camshaft and bearings; timing chain, guides, tensioner and gears; valve covers; rocker arms/shafts and bushings; intake/exhaust valves and valve springs, seals, guides, push rods and hydraulic lifters; oil pump; and oil pan. Engine block only if damaged by a covered component internal to the engine block. **NOT COVERED:** timing belt, fuel injectors, timing chainers, supercharger, EGR cooler and oil cooler.

AUTOMATIC TRANSMISSION/TRANSFER CASE Lubricated parts contained within the transmission or transfer case housing; torque converter bands; pump; pump housing; output assembly; planetary gears; output drums; reaction shaft governor; valve body; and servo assemblies. Transmission/transfer case only if damaged by a covered component internal to the transmission/transfer case housing.

SEALS & GASKETS Seals and gaskets are covered only when required in conjunction with the replacement of a covered component. Additionally, cylinder head gaskets are covered for combustion and coolant leaks. Intake manifold gaskets are covered for coolant leaks only. **NOT COVERED:** all unit vacuum leaks.

LABOR The authorized time for a repair will be based on the ProDemand labor guide. The hourly labor rate will be the repair facility's rate up to \$80.00 per hour. Should your repair facility's rate exceed this amount, you are responsible for the difference. **NOT COVERED:** tear down and diagnosis.

RENTAL BENEFITS The Service Contract Holder will be reimbursed \$20.00 for each eight hours of ProDemand labor guide time to repair or replace the covered component with a maximum benefit of \$800.00 per claim. If proof of rental is provided within an authorized claim, downtime, regardless of reason, is not included.

Exhibit E

Auto Now

4794 BIRNEY AVE., MOOSIC, PA 18607

Bill of Sale

Sale Date: 8/2/2013

Buyer

Name:
 Address:
 SCRANTON, PA 18606
 Phone:
 Email:
 Dr. #:

Co-Buyer

Name:
 Address:
 Phone:
 Dr. #:

909-9608

Sold Vehicle: ALL DEPOSITS ARE NONREFUNDABLE

Stock#	Year	Make	Model	Color	Mileage	VIN	Series
168933	2002	Ford	Taurus	Tan	102066 actual	1FAFP82U02G163933	SE

Trade-In Vehicle:

Stock#	Year	Make	Model	Color	Mileage	VIN	Series

A.P.M.	Amount Financed	Finance Charge	Total of Payments
0.00%	\$1194.00	\$0.00	\$1194.00

The balance to be paid in one payment of \$1194.00
Your payment is due on 8/2/2013

Trade Amount:	\$0.00	Total Deferred:	\$0.00
Payoff Balance:	\$0.00	Cash Down:	\$0.00
MPR's Rebate:	\$0.00	Total Down:	\$0.00

Cash Price:	\$1100.00	Notary Fee:	\$0.00
Accessories:	\$0.00	Tire Tax:	
Dir Svc Chrg:	\$0.00	On-Line Reg Fee:	
Lien Fee:	\$0.00	On-Line Dealer Fee:	
County Code:	1	Messenger Fee:	
Tax Rate:	0.000	Service Contract:	\$0.00
Warranty Rate:	0.000	Gap Contract:	\$0.00
Transfer Fee:	\$9.00	Gap Paid To:	
Title Fee:	\$22.00	Balance:	\$1194.00
Increase Fee:	\$0.00		
Registration:	\$0.00		
Sales Tax:	\$66.00		
Warranty Tax:	\$0.00		
T-Plate Fee:			

Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement written or oral. Purchaser agrees to pay the total of the payments in accordance with the above payment schedule. This order shall not become binding until accepted by the DEALER or his authorized representative. I have read the face of this order and agree to this purchase price. I hereby certify that I am 18 years of age or older.

Purchaser Signature: *[Signature]* Date: 7/9/13 Accepted by:

Purchaser Signature: *[Signature]* Date: 9/1/13 Accepted by:

NOTICE: DEALER PROVIDES NO INSURANCE

☐ Buyer agrees to furnish full coverage insurance
I relinquish all rights to this vehicle and I can be repossessed at any time or place, with or without my knowledge if this account becomes delinquent.

☒ SOLD AS IS

I MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY WARRANTY EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT. I AGREE TO NOTIFY LIENHOLDER, IF CHANGE OF ADDRESS OCCURS AND/OR CHANGE OF EMPLOYMENT OCCURS. FINANCING IS SUBJECT TO CREDIT APPROVAL.

Auto Now

4764 BIRNEY AVE., MOOSIC, PA 18607
PHONE: (670) 471-8884 | FAX: (670) 471-8886

Bill of Sale

Sale Date: 9/2/2014

Buyer

Co-Buyer

Name:
Address:
Phone:
Email:
Dr. #:

SCRANTON, PA 18610

Name:
Address:
Phone:
Dr. #:

Sold Vehicle: ALL DEPOSITS ARE NONREFUNDABLE

Stock#	Year	Make	Model	Color	Mileage	VIN	Series
217198	2008	Volkswagen	Passat	White	108002 actual	WVWAU73C18P217198	2.0T

Trade-In Vehicle:

Stock#	Year	Make	Model	Color	Mileage	VIN	Series

A.P.R.	Amount Financed	Finance Charge	Total of Payments
0.00%	\$0.00	\$0.00	\$0.00

The balance to be paid in 24 Monthly payments of \$0.00
and one final payment of \$0.00
The final payment is due on 10/2/2014

Trade Amount:	\$0.00	Total Deferred:	\$0.00
Payoff Balance:	\$0.00	Cash Down:	\$7045.92
MFR's Rebate:	\$0.00	Total Down:	\$7045.92

Cash Price: \$1400.00
Dir Svc Chrg: \$133.00
Lien Fee: \$23.00
County Code: 1
Tax Rate: 6.000
Weekly Rate: \$0.00
Title Fee: \$50.00
Registration: \$35.00
Sales Tax: \$384.00
T-Plate Fee: \$10.00
Massenger Fee: \$10.00
Total Down: \$7045.92
Total: \$7045.92

Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement written or oral. Purchaser agrees to pay the total of the payments in accordance with the above payment schedule. This order shall not become binding until accepted by the DEALER or his authorized representative. I have read the face of this order and agree to this purchase price. I hereby certify that I am 18 years of age or older.

NOTICE: DEALER PROVIDES NO INSURANCE

☐ Buyer agrees to furnish full coverage insurance
and relinquish all rights to this vehicle and loan as represented
at any time or place, with or without my knowledge if this document
becomes delinquent.

☐ CASH SALE

MAKES THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE
EXPRESSED OR IMPLIED, BY THE DEALER OR HIS AGENT.
I AGREE TO NOTIFY LIENHOLDER, IF CHANGE OF ADDRESS OCCURS
AND/OR CHANGE OF EMPLOYMENT OCCURS.
FINANCING IS SUBJECT TO CREDIT APPROVAL.

Purchaser(s) Signature Date Accepted By
Jason Selemra 9-2-14 Jason Selemra

JASON SELEMSA No.

Auto Now Mulberry

1500 MULBERRY STREET, SCRANTON, PA 18610
PHONE: (570) 507-9360 | FAX: (570) 871-4432

Bill of Sale

Sale Date: 3/20/2015

Buyer

Name:
Address:
Phone:
Email:
Drl. #:

Co-Buyer

Name:
Address:
Phone:
Drl. #:

Sold Vehicle: ALL DEPOSITS ARE NONREFUNDABLE

Stock#	Year	Make	Model	Color	Mileage	VIN	Series
585039	2002	Dodge	Caravan	Maroon	177158 actual	1B4GP253X2B595839	SE

Trade-In Vehicle:

Stock#	Year	Make	Model	Color	Mileage	VIN	Series

A.P.R.	Amount Financed	Finance Charge	Total of Payments
0.00%	\$0.00	\$0.00	\$0.00

The balance to be paid in one payment of \$0.00
Your payment is due on 4/8/2015

Trade Amount:	\$0.00	Total Deferred:	\$0.00
Payoff Balance:	\$0.00	Cash Down:	\$2594.00
MFR's Rebate:	\$0.00	Total Down:	\$2594.00

Cash Price: \$2200.00
Dir &vo Chrg: \$133.00
Lien Fee: \$23.00
County Code: 1
Tax Rate: 6.000
Warranty Rate: 6.000
Title Fee: \$50.00
Registration: \$36.00
Sales Tax: \$132.00
T-Plate Fee: \$10.00
Messenger Fee: \$10.00
Total Down: \$2594.00
Total: \$2594.00

Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement written or oral. Purchaser agrees to pay the total of the payments in accordance with the above payment schedule. This order shall not become binding until accepted by the DEALER or his authorized representative. I have read the face of this order and agree to this purchase price, thereby certify that I am 18 years of age or older.

NOTICE: DEALER PROVIDES NO INSURANCE

☐ Buyer agrees to furnish full coverage insurance
☐ I relinquish all rights to this vehicle and I can be responsible at any time or place, with or without my knowledge if this account becomes delinquent.

☒ SOLD AS IS

MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY WARRANTY EXPRESSED OR IMPLIED, BY THE DEALER OR HIS AGENT.
I AGREE TO NOTIFY LIENHOLDER, IF CHANGE OF ADDRESS OCCURS AND/OR CHANGE OF EMPLOYMENT OCCURS.
FINANCING IS SUBJECT TO CREDIT APPROVAL.

Purchaser(s) Signature Date Accepted By

Thao-Selene 3-20-15 *James J. Derba*
Buyer Date Signature

JASON SALEMBA No.

4794 BIRNEY AVE., MOOSIC, PA 18507
PHONE: (670) 471-3884 | FAX: (670) 471-3885

Z'PAY
loudersystems.com

Lender Systems, Inc.
Model: IPay ON TIME "FLEX" 0.30
Made in USA

Sale Date: 2/8/2016

Co-Buyer

Name: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
D.O.B: [REDACTED]
DOB: [REDACTED]
SSN: [REDACTED]

Name: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
DOB: [REDACTED]
SSN: [REDACTED]

Sold Vehicle: ALL DEPOSITS ARE NONREFUNDABLE

Stock#	Year	Make	Model	Color	Mileage	VIN	Series
606276	2001	Dodge	Ram Pickup	White	81000 actual	1B7HP13271J606276	SLT

Trade-In Vehicle:

Stock#	Year	Make	Model	Color	Mileage	VIN	Series

A.P.R.	Amount Financed	Finance Charge	Total of Payments
20.05%	\$7000.00	\$2478.04	\$9478.04

The balance to be paid in 85 Monthly payments of \$269.24
and one final payment of \$263.24
The first payment is due on 3/7/2016

Cash Price:	\$7542.46	Notary Fee:	\$0.00
Accessories:	\$0.00	Tire Tax:	
Dfr Svc Chrg:	\$183.00	On-Line Reg Fee:	
Lien Fee:	\$24.00	On-Line Dealer Fee:	
County Code:	1	Messenger Fee:	\$133.00
Tax Rate:	0.000	County Fee:	
Warranty Rate:	6.000	Service Contract:	
Transfer Fee:		Gap Contract:	\$0.00
Title Fee:	\$51.00	Gap Paid To:	
Increase Fee:		Total Down:	\$1400.00
Registration:	\$30.00	Total:	\$10876.04
Sales Tax:	\$452.55		
Warranty Tax:	\$0.00		
T-Plate Fee:	\$28.00		

Trade Amount:	\$0.00	Total Deferred:	\$0.00
Payoff Balance:	\$0.00	Cash Down:	\$1400.00
MFR's Rebate:	\$0.00	Total Down:	\$1400.00

Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supercedes any prior agreement written or oral, Purchaser agrees to pay the total of the payments in accordance with the above payment schedule. This order shall not become binding until accepted by the DEALER or his authorized representative. I have read the face of this order and agree to this purchase price. I hereby certify that I am 18 years of age or older.

NOTICE: DEALER PROVIDES NO INSURANCE

☒ Buyer agrees to furnish full coverage insurance and I relinquish all rights to this vehicle and it can be repossessed at any time or place, with or without my knowledge if this account becomes delinquent.

SOLD AS IS

MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE
EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT.
I AGREE TO NOTIFY LIENHOLDER, IF CHANGE OF ADDRESS OCCURS
AND/OR CHANGE OF EMPLOYMENT OCCURS.
FINANCING IS SUBJECT TO CREDIT APPROVAL.

[illegible]

Purchaser(s)	Signature	Date	Accepted By
--------------	-----------	------	-------------

_____ Date _____ Signature _____

Auto Now

4764 BIRNEY AVE., MOOSIC, PA 18507
PHONE: (570) 471-3884 | FAX: (570) 471-3885

Bill of Sale

Sale Date: 4/8/2018

Buyer

Name: [Redacted]
Address: [Redacted]
City: WILKES BARR TWP, PA 18702
Phone: [Redacted]
Email: [Redacted]
Drl. #: [Redacted]
DOB: [Redacted]
SSN: [Redacted]

Co-Buyer

Name: [Redacted]
Address: [Redacted]
Phone: [Redacted]
Drl. #: [Redacted]
DOB: [Redacted]
SSN: [Redacted]

Sold Vehicle: ALL DEPOSITS ARE NONREFUNDABLE

Stock#	Year	Make	Model	Color	Mileage	VIN	Series
221618	2007	Ford	Fusion	Black	113817 actual	3FAHP07Z07R221618	I-4 BE

Trade-In Vehicle:

Stock#	Year	Make	Model	Color	Mileage	VIN	Series

A.P.R.	Amount Financed	Finance Charge	Total of Payments
0.00%	\$0.00	\$0.00	\$0.00

The balance to be paid in one payment of \$0.00
Your payment is due on 8/8/2018

Trade Amount:	\$0.00	Total Deferred:	\$0.00
Payoff Balance:	\$0.00	Cash Down:	\$3797.00
MFR's Rebate:	\$0.00	Total Down:	\$3797.00

Cash Price:	\$3200.00	Notary Fee:	\$0.00
Accessories:	\$0.00	Title Tax:	
Dir Sys Chrg:	\$133.00	On-Line Reg Fee:	
Lien Fee:	\$24.00	On-Line Dealer Fee:	
County Code:	1	Messenger Fee:	\$133.00
Tax Rate:	8.000	County Fee:	
Warranty Fee:	0.000	Service Contract:	
Transfer Fee:		Gap Contract:	\$0.00
Title Fee:	\$81.00	Gap Paid To:	
Insurance Fee:		Total Down:	\$3797.00
Registration:	\$38.00	Total:	\$3797.00
Sales Tax:	\$192.00		
Warranty Tax:	\$0.00		
T-Plate Fee:	\$28.00		

Purchaser agrees that this order includes all of the terms and conditions hereof, that this order cancels and supersedes any prior agreement written or oral. Purchaser agrees to pay the total of the payments in accordance with the above payment schedule. This order shall not become binding until accepted by the DEALER or his authorized representative. I have read the face of this order and agree to this purchase price. I hereby certify that I am 18 years of age or older.

NOTICE: DEALER PROVIDES NO INSURANCE

- ☐ Buyer agrees to furnish full coverage insurance
☐ I relinquish all rights to this vehicle and it can be repossessed at any time or place, with or without my knowledge if this account becomes delinquent.

SALESLER'S

MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT. I AGREE TO NOTIFY LENDERS, IF CHANGE OF ADDRESS OCCURS AND/OR CHANGE OF EMPLOYMENT OCCURS. FINANCING IS SUBJECT TO CREDIT APPROVAL.

Purchaser(s) Signature Date Accepted by
Antonio 4-6-18 Jason Salas
Buyer Date Signature

Bill of Sale Auto Now

4704 BIRNEY AVE., MOORE, PA 18807
PHONE: (570) 821-2088 | FAX: (570) 821-0416

Sale Date: 4/29/2017

Buyer		Co-Buyer	
Name:		Name:	
Address:	TOBYHANNA, PA 18468	Address:	
Phone:		Phone:	
Email:		Email:	
DOB:		DOB:	

Sold Vehicle: ALL DEPOSITS ARE NONREFUNDABLE							
Year	2007	Make	Jeep	Model	Grand Cherokee	Color	Silver
Mileage	137,797	VIN	1J8HR88F7Y087A820				
Trade-In Vehicle:							
Year		Make		Model		Color	
Mileage		VIN					

A.P.R.	Amount Financed	Finance Charge	Total of Payments
24.99	\$6,000.00	\$1,780.40	\$7,780.40

The balance to be paid in 24 Monthly payments of \$250.00 and one final payment of \$250.00
The first payment is due on 5/29/2017

Trade Amount: \$ 0.00
Payoff Balance: \$ 0.00
MPR's Rebate: \$ 0.00
Total Deferred: \$ 0.00
Cash Down: \$ 1,800.00
Total Down: \$ 1,800.00

Itemization of Amount Financed

Cash Price	\$8,810.07
Accessories	\$0.00
Doc & Reg	\$130.00
Lien Fee	\$24.00
County Code	1
Tax Rate	6.000
Warranty Fee	\$0.00
Transfer Fee	\$0.00
Title Fee	\$01.00
Incresio Fee	\$00.00
Registration	\$80.00
Sales Tax	\$409.10
Warranty Tax	\$0.00
T-Plate Fee	\$20.00
Notary Fee	\$0.00
Title Tax	
On-Line Reg Fee	
On-Line Dealer Fee	
Message Fee	\$0.00
County Fee	
Service Contract	
Gap Contract	\$0.00
Gap Paid To	
Total Down	\$1,800.00
Total	\$9,200.40

Purchaser agrees that this order includes all of the terms and conditions hereof, that this order creates and supersedes any prior agreement written or oral. Purchaser agrees to pay the total of the payments in accordance with the above payment schedule. This order shall not become binding until accepted by the DEALER or his authorized representative. I have read the face of this order and agree to this purchase price. I hereby certify that I am 18 years of age or older.

NOTES: DEALER PROVIDES NO INSURANCE
☐ Buyer agrees to furnish full coverage insurance
☐ I relinquish all right to this vehicle and it can be repossessed at any time or place, with or without my knowledge if the account becomes delinquent.
☐ HOLD THIS
 I HAVE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT.
 I AGREE TO NOTIFY IMMEDIATELY IF CHANGE OF ADDRESS OCCURS AND/OR CHANGE OF EMPLOYMENT OCCURS.
 FINANCING IS SUBJECT TO CREDIT APPROVAL.

Signature	DATE
Signature	DATE
Signature	DATE

Exhibit F

AUTO NOW
www.AutoNow.NET
570-821-AUTO



AUTO NOW
NO CREDIT...
NO JOB...
NO PAY STUBS...
NO PROBLEM!

The Antiques Co.
Gallery Of Sound
BUY - SELL - TRADE
CD - DVD - VINYL
ON MUNDY STREET
← **SUPER RECORDS**
galleryofsound.com 570-829-XXXX



**CREDIT RESTORATION
PROGRAM**

BUY HERE!
Rebuild Your Credit





Mundy St

Gallery of Sound
BUY - SELL - TRADE
CD - DVD - VHS
ON MANDY STREET
FREE ESTIMATION
GALLERY OF SOUND

BUY HERE!
CREDIT RESTRICTION PROGRAM
BUY HERE!

BUY NOW
HARD
HARD
HARD
HARD



AUTO NOW

No Credit... No Job... No Pdy
NO PROBLEM!

570-821-AUTO

www.AutoNow.NET

23

IN THE COURT OF COMMON PLEAS OF
LUZERNE COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY

COMMONWEALTH OF PENNSYLVANIA

by Attorney General Josh Shapiro

Plaintiff,

v.

RCMS AUTO SALES, INC.

d/b/a AUTO NOW

and

THOMAS HASHEM, individually and as
sole owner of RCMS AUTO SALES, INC.

Defendants.

Case No. 2019-CV-

CIVIL ACTION

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

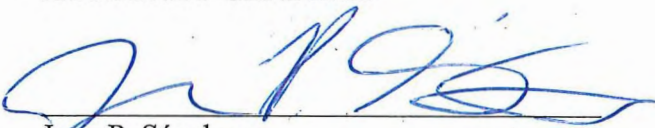
For the Petitioner:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 5/22/19

By:



Juan P. Sánchez
Senior Deputy Attorney General
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