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 ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL JOSH SHAPIRO,

Plaintiff,

v.

WPK HOLDINGS CO. d/b/a JK MOTOR CARS LLC a/d/b/a JK MOTOR CARS a/d/b/a RP SELLS CARS,

and

JAISON KELLY, Individually and as Managing Member of WPK Holdings Co.,

Defendants.

CIVIL DIVISION

Code 020 – Equity

Case No. GD-22-009111

COMPLAINT

Filed on Behalf of Petitioner:

COMMONWEALTH OF PENNSYLVANIA BY ATTORNEY GENERAL JOSH SHAPIRO

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ALLEGHENY COUNTY PA

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA By ATTORNEY GENERAL JOSH SHAPIRO, *Plaintiff,* v. WPK HOLDINGS CO. d/b/a JK MOTOR CARS LLC a/d/b/a JK MOTOR CARS a/d/b/a RP SELLS CARS, and JAISON KELLY, Individually and as Managing Member of WPK Holdings Co., *Defendants.*	CIVIL DIVISION Code 020 - Equity No. GD-22-009111 **COMPLAINT**

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims 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 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 FEE OR NO FEE.

LAWYER REFERRAL SERVICE
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COMMONWEALTH OF PENNSYLVANIA By ATTORNEY GENERAL JOSH SHAPIRO, *Plaintiff,* v. WPK HOLDINGS CO. d/b/a JK MOTOR CARS LLC a/d/b/a JK MOTOR CARS a/d/b/a RP SELLS CARS, and JAISON KELLY, Individually and as Managing Member of WPK Holdings Co., *Defendants.*	CIVIL DIVISION Code 020 – Equity Case No. GD-22-009111

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro ("Commonwealth" or "Plaintiff"), and brings this action pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq*. ("Consumer Protection Law"), to restrain by permanent injunction unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of

Pennsylvania to restrain by temporary and/or permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law.

The Commonwealth has reason to believe that WPK Holdings Co. d/b/a JK Motor Cars LLC a/d/b/a JK Motor Cars a/d/b/a RP Sells Cars ("Corporate Defendant") and Jaison Kelly, Individually and as Managing Member of WPK Holdings Co. ("Individual Defendant" and when referred to collectively with Corporate Defendant, "Defendants"), have used and/or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law; and that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of are enjoined. The Commonwealth believes that the public interest is served by seeking before this Honorable Court injunctive relief to restrain Defendants' unlawful methods, acts and practices set forth herein. The Commonwealth further requests restitution, civil penalties, costs and other appropriate equitable relief to redress the harm inflicted upon our Commonwealth's citizenry through Defendants' violations of the Consumer Protection Law.

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

JURISDICTION

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

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(1).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Corporate Defendant is a domestic limited liability company that is registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section ("Corporations Bureau"), with a principal place of business located at 1214 Main Street, Pittsburgh, Pennsylvania 15215.

5. Individual Defendant is the managing member of Corporate Defendant and resides in Allegheny County at 113 Overlook Drive, Pittsburgh, Pennsylvania 15237.

BACKGROUND

6. At all times relevant and material hereto, Defendants have engaged in trade and commerce within the Commonwealth of Pennsylvania by advertising, marketing, offering for sale, and selling used motor vehicles to consumers in Pennsylvania.

7. Corporate Defendant is a licensed motor vehicle dealer with license number VD033050, which is set to expire on May 31, 2023.

8. Individual Defendant is a licensed motor vehicle salesperson of Corporate Defendant with license number MV211099, which is currently in probationary status pursuant to a *Consent Agreement and Order* approved by the State Board of Vehicle Manufacturers, Dealers and Salespersons at Case No. 22-60-000384, and which is set to expire on May 31, 2023.

9. Individual Defendant is the sole owner and managing member of Corporate Defendant.

10. At all times relevant and material hereto, Defendants have operated a used motor vehicle dealership under the fictitious names "JK Motor Cars" and "JK Motor Cars LLC."

11. Defendants, through one of their licensed salespersons, have also advertised, marketed, and offered for sale, and sold used motor vehicles through the fictitious name, "RP Sells Cars."

12. "RP Sells Cars" is not a business registered with the Corporations Bureau.

13. "RP Sells Cars" is merely an unregistered fictitious name used for purposes of advertising, marketing, offering for sale, and selling used motor vehicles to consumers in Pennsylvania.

14. At all times relevant and material hereto, Individual Defendant approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted.

15. At all times relevant and material hereto, the unlawful acts and practices complained of herein were carried out pursuant to Individual Defendant's direction and control, and Individual Defendant directly participated in such unlawful acts and practices.

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

FACTS

17. At all times relevant and material hereto, Defendants have operated the used motor vehicle dealership, "JK Motor Cars," from a business location of 1214 Main Street, Pittsburgh, Pennsylvania 15215 and a second business location of 527 Seavey Road, Pittsburgh, Pennsylvania 15209.

18. Corporate Defendant is licensed by the State Board of Vehicle Manufacturers, Dealers, and Salespersons ("Board") to display, offer for sale, and sell used motor vehicles from a business location at 1214 Main Street, Pittsburgh, Pennsylvania 15215.

19. Corporate Defendant is not, however, licensed by the Board to display, advertise, offer for sale, or sell used motor vehicles from the second business location at 527 Seavey Road, Pittsburgh, Pennsylvania 15209.

20. At all times relevant and material hereto, Defendants have advertised, marketed, and offered for sale used motor vehicles on their "JK Motor Cars" business website, https://www.jkmotorcars.com/ ("JK Business Website").

21. Until at least January of 2022, Defendants' Business Website advertised that their motor vehicles were sold through the "JK CERTIFIED PROGRAM," for which Defendants represented, "JK Motorcars is proud to sell every vehicle JK Certified with 3 month, 3,000 mile limited powertrain warranty." *A true and correct screenshot of Defendants' website as of November 11, 2021, is attached hereto and incorporated herein as* ***Exhibit "A-1."***

22. At all times relevant and material hereto, Defendants' Business Website has also continued to list their vehicles under the description "CERTIFIED PRE-OWNED". *A true and correct screenshot of Defendants' website displaying the "CERTIFIED PRE-OWNED" option, taken as of July 18, 2022, is attached hereto and incorporated herein as* ***Exhibit "A-2."***

23. At all times relevant and material hereto, Defendants have advertised, marketed, and offered for sale used motor vehicles on "JK Motor Cars" Facebook website, https://www.facebook.com/jkmotorcars/ ("JK Facebook Webpage"), and through individual listings on the Facebook Marketplace ("JK Marketplace Listings").

24. At all times relevant and material hereto, the JK Facebook Webpage has declared, "Our mission is to sell clean, inspected, reliable cars at affordable prices. If we don't have what you need, have us locate and purchase you the perfect car." *A true and correct screenshot of the JK Facebook Webpage's "About" page, as of July 18, 2022, is attached hereto and incorporated herein as* ***Exhibit "B-1."***

25. At all times relevant and material hereto, the JK Facebook Webpage has also represented that Defendants "sell quality reconditioned pre owed cars trucks and suvs." *A true and correct screenshot of the JK Facebook Webpage's "Services" page, as of July 18, 2022, is attached hereto and incorporated herein as* ***Exhibit "B-2."***

26. Moreover, in connection with advertising, offering for sale, and sale of numerous motor vehicles on Defendants' JK Market Listings, Defendants have further expressly represented that the respective motor "vehicle has no significant damage or problems" and is sold with a "warranty." *A true and correct exemplary screenshot of Facebook Marketplace listing by Defendants, as of July 18, 2022, is attached hereto and incorporated herein as* ***Exhibit "B-3.***

27. In numerous instances, up until at least May of 2022, Defendants, doing business under the name "RP Sells Cars," have also advertised, marketed, and offered for sale numerous used motor vehicles on the "RP Sells Cars" business website, https://rpsellscars.com/ ("RP Business Website"), and the "RP Sells Cars" Facebook page, https://www.facebook.com/RickP67/ ("RP Facebook Webpage" and when referred to collectively with the RP Business Website, "RP Webpages").

28. Defendants represented on the RP Business Website that the website is "In Association with JK Motor Cars." *A true and correct screenshot of the RP Business Website's "Gallery" page, as of May 10, 2022, is attached hereto and incorporated herein as* ***Exhibit "C."***

29. In connection with the advertising, offering for sale, and sale of numerous motor vehicles on Defendants' RP Webpages, Defendants have expressly represented that the respective motor vehicle recently passed a State inspection and was being sold with a "warranty."

30. In numerous instances, Defendants have also advertised, marketed, and offered for sale used motor vehicles on several third-party websites, including, but not limited to:

a. Auto.com dealer website for "JK Motor Cars," https://www.auto.com/dealers/jk_motor_cars-15215-5390323 ("Auto.com Webpage");

b. Carsforsale.com dealer website for "JK Motor Cars," https://www.cars.com/dealers/5390323/jk-motor-cars/ ("Carsforsale.com Webpage"); and

c. Cars.com dealer website for "JK Motor Cars," https://www.cars.com/dealers/5390323/jk-motor-cars/ ("Cars.com Webpage").

31. Many of the motor vehicles advertised, marketed, and offered for sale on Defendants' JK Business Website are similarly advertised, marketed, and offered for sale on Defendants' Carforsale.com Webpage, Auto.com Webpage, Cars.com Webpage, and JK Marketplace Listings (collective, "JK Listing Webpages").

Defendants' Sale of Non-Roadworthy and Highly-Problematic Motor Vehicles

32. The preceding paragraphs are incorporated herein as if fully set forth below.

33. At all times relevant and material hereto, Defendants have marketed, advertised, displayed, offered for sale, and sold motor vehicles on their JK Listing Webpages and their "JK

Motor Cars" sales lots located at 1214 Main Street, Pittsburgh, Pennsylvania 15215 and 527 Seavey Road, Pittsburgh, Pennsylvania 15209.

34. In connection with the advertising, offering for sale, and sale of numerous motor vehicles, Defendants have directly or impliedly represented that such motor vehicles were roadworthy at the time of sale.

35. In connection with the advertising, offering for sale, and sale of numerous motor vehicles, Defendants have made express warranties or guarantees of vehicle merchantability and/or fitness by engaging in, *inter alia*, the following acts and practices:

a. Making express representations when advertising, offering for sale, and selling numerous motor vehicles that the respective motor vehicle was "certified";

b. Making express representations when advertising, offering for sale, and selling numerous motor vehicles that the respective motor vehicle came with a "3 month 3k warranty" or a "3 month 3k mile limited powertrain warranty";

c. Making express representations when advertising, offering for sale, and selling numerous motor vehicles that the respective motor vehicle was safe, reliable, runs well, merchantable, and overall fit for the ordinary purpose of providing transportation;

d. Marking a motor vehicle's respective Federal Trade Commission "Buyers Guide" in a manner that indicated that the motor vehicle was sold by Defendants with a "DEALER WARRANTY";

e. Making oral representations of vehicle safety, merchantability, reliability, and/or fitness to consumers during a vehicle sales pitch or presentation; and

f. Utilizing written purchase agreements that expressly represented to consumers that their respective motor vehicle was sold with a "warranty."

36. In connection with the advertising, offering for sale, and sale of numerous motor vehicles, Defendants have made implied warranties or guarantees of vehicle merchantability by engaging in, *inter alia*, the following acts and practices:

a. Representing that motor vehicles have recently been serviced;

b. Representing that motor vehicles have recently passed their respective State inspections;

c. Describing motor vehicles as having a thorough service history;

d. Representing that motor vehicles, or their respective engine or transmission, runs well;

e. Representing that motor vehicles are in good condition; and

f. Failing to expressly disclaim implied warranties of merchantability in motor vehicle advertisements and motor vehicle listings;

37. Notwithstanding Defendants' above-described express and implied representations, in numerous instances, Defendants sold motor vehicles that were not roadworthy and failed to specifically disclose, prior to sale, if the following conditions existed in a motor vehicle that were known or should have been known by Defendants:

i. Frame bent, cracked or twisted;

ii. Engine block or head cracked;

iii. Vehicle unable to pass State inspection;

iv. Transmission damaged, defective or so deteriorated as to require replacement;

v. Vehicle flood damaged; and/or

vi. Differential damaged, defective or so deteriorated as to require replacement.

38. Notwithstanding Defendants' express and implied warranties or guarantees to consumers, in numerous instances, Defendants have also sold motor vehicles that they knew or should have known:

a. were not fit for the ordinary purpose of providing transportation;

b. were not substantially free of defects that could render it inoperable following the vehicle purchase; and/or

c. had defects and nonconformities that manifested within the applicable warranty period and substantially impaired the use, value, and/or safety of the vehicle.

39. In numerous instances, Defendants were provided notice of a non-roadworthiness issue or a breach of warranty, but then failed to adequately repair the vehicle, issue a full refund to the purchaser, or provide a replacement vehicle to the purchaser promptly thereafter.

Defendants' Unfair and Deceptive Warranty and "As Is" Representations

40. The preceding paragraphs are incorporated herein as if fully set forth below.

41. As set forth above, in connection with the sale of numerous motor vehicles, Defendants have made express and/or implied warranties or guarantees of motor vehicle merchantability and/or fitness.

42. Nevertheless, in connection with the sale of numerous motor vehicles, Defendants have made conflicting "As Is" representations to the vehicle purchaser at the point of sale.

43. Notwithstanding Defendants' internet, Buyers Guide, and contractual representations that their motor vehicles are sold with a "DEALER WARRANTY" or "warranty," in connection with the sale of numerous motor vehicles, Defendants have displayed a sheet of paper at their dealership representing that motor vehicles are sold with a "3rd party warranty" but are "considered AS IS for anything outside of the 3rd party included warranty coverage." *A true and correct exemplary copy of Defendants' written policy is attached hereto and incorporated herein as* ***Exhibit "D."***

44. In connection with the sale of numerous motor vehicles, consumers were likewise required by Defendants to sign an acknowledgement stating: "I am purchasing my vehicle with a LIMITED third-party dealer warranty. I understand that the car is AS IS outside of the covered parts and labor under the included warranty. JK Motor cars has road tested the car but makes no promises outside of the 3rd party warranty included with the vehicle." *A true and correct exemplary copy of Defendants' acknowledgment form, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "E."***

45. In numerous instances where purchasers requested that Defendants honor their express and/or implied warranties, Defendants responded that the vehicle was actually sold "As Is" by the dealership and was only covered by a third-party warranty.

46. In numerous instances, Defendants have used the term "As Is" when selling motor vehicles, but have not prominently affixed to any motor vehicle's window the following notice in 20-point bold type so as to be easily read from the outside: "This vehicle is sold *without* any *warranty*. The purchaser will bear the *entire expense* of repairing or correcting any defects that presently exist and/or may occur in the motor vehicle unless the salesperson promises *in writing* to correct such defect or promises in *writing* that certain defects do not exist."

47. In numerous instances, Defendants have used the term "As Is" when selling motor vehicles, but have not included the following notice in a clear, concise, and conspicuous manner on the face of their vehicle purchase contracts, receipts, agreements or memorandums relating to transactions:

AS IS
THIS MOTOR VEHICLE IS SOLD AS IS *WITHOUT ANY WARRANTY* EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE *ENTIRE EXPENSE* OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

48. In numerous instances, Defendants used the term "As Is" in connection with the sale of motor vehicles, but did not affix to the window of motor vehicles offered for sale a Federal Trade Commission "Buyers Guide" marked "As Is" and displayed in such a fashion that both sides were readily readable.

Defendants' Unfair and Deceptive Nonrefundable-Deposit Policy

49. The preceding paragraphs are incorporated herein as though fully set forth below.

50. In numerous instances, Defendants have received deposits from vehicle purchasers to secure the availability and sale of a particular motor vehicle.

51. In numerous instances, Defendants wrote on vehicle purchase agreements that the respective motor vehicle purchaser's deposit was non-refundable, but the vehicle purchaser did not assent to the non-refundable declaration by initialing the same.

52. Moreover, in numerous instances, Defendants made conflicting representations about deposits being non-refundable and/or the extent to which Defendants would retain a deposit in the event the motor vehicle purchaser cancels or breaches the vehicle sales contract.

53. On at least two occasions, Defendants have also refused to refund the full amount of a consumer's deposit when the contract was conditioned upon the purchaser obtaining financing

of his or her choice, but the purchaser could not obtain financing after exerting reasonable efforts to do so.

Defendants' Unfair and Deceptive Warranty Pricing Disclosures

54. The preceding paragraphs are incorporated herein as though fully set forth below.

55. In numerous instances, Defendants have marketed, advertised, offered for sale, and sold used motor vehicles with the inclusion of a "warranty."

56. Although not disclosed in Defendants' advertisements and sales presentations, the purchase of Defendants' "warranty" is optional.

57. In connection with the sale of numerous motor vehicles, Defendants have reduced the sales price of a motor vehicle in exchange for the respective consumer waiving the inclusion of a "warranty" and instead purchasing the vehicle "As Is." .

58. In connection with the advertising, offering for sale, and sale of numerous motor vehicles, Defendants did not disclose to the consumer the price or specific dollar amount of the offered warranty.

59. In connection with the sale of numerous motor vehicles, Defendants did not disclose to the respective purchaser the price or specific dollar amount of the warranty that was included with the sale of a motor vehicle.

Defendants' Unfair and Deceptive Contract and Warranty Representations

60. The preceding paragraphs are incorporated herein as if fully set forth below.

61. In connection with the sale of numerous motor vehicles, Defendants used written contracts that did not:

a. Identify if the vehicle was sold "As Is," with a "Dealer Warranty," or with a third-party vehicle service contract;

b. Include a brief statement of any express warranty or third-party vehicle service contract included with the vehicle purchase;

c. Set forth information about where a full copy of the written warranty or contract may be obtained;

d. Identify if the sold motor vehicle was "new" or "used";

e. Set forth the make, model, year and vehicle identification number of a trade-in vehicle; and/or

f. Include notice of the buyer's right to cancel the contract until it is signed by an authorized dealer representative.

62. In numerous instances, Defendants failed to provide vehicle purchasers at the time of sale, at no additional charge, an exact copy of any written warranty included with the vehicle purchase, and thereby did not disclose to the vehicle purchaser at the time of sale:

a. Whether the warranty is a "full" or "limited" warranty;

b. If the enforceability of the written warranty is limited to the original consumer purchaser or is otherwise limited to persons other than every consumer owner during the term of the warranty;

c. A clear description and identification of products, or parts, or characteristics, or components or properties covered by and where necessary for clarification, excluded from the warranty;

d. A statement of what the warrantor will do in the event of a defect, malfunction or failure to conform with the written warranty, including the items or services the warrantor will pay for or provide, and, where necessary for clarification, those which the warrantor will not pay for or provide;

e. The time period or other measurement of warranty duration;

f. A step-by-step explanation of the procedure which the consumer should follow in order to obtain performance of any warranty obligation, including the persons or class of persons authorized to perform warranty obligations;

g. Any limitations on the duration of implied warranties, disclosed on the face of the warranty, accompanied by the following statement, "Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you."; and

h. A statement in the following language, "This warranty gives you specific legal rights, and you may also have other rights which vary from State to State."

Defendants' Other Unfair and Deceptive Acts and Practices

63. The preceding paragraphs are incorporated herein as if fully set forth below.

64. In connection with the sale of one motor vehicle, Corporate Defendant has pleaded guilty to violating 75 Pa.C.S. § 1103.1(d) by failing to mail or deliver to the Department of Transportation with twenty (20) days of the date of the vehicle purchase a consumer's application for certificate of title. *See* Allegheny Traffic Docket No. MJ-05204-TR-0000495-2021.

65. In connection with the sale of at least one motor vehicle, Defendants failed to honor the terms of an agreement with a Pennsylvania consumer to replace a new radio in a purchased motor vehicle.

66. In connection with the advertisement and offering for sale of numerous motor vehicles Defendants' JK Marketplace Listings, Defendants have made conflicting and/or inaccurate representations about the respective vehicle's actual odometer reading at the time.

67. In connection with the sale of at least two motor vehicles, Defendants made conflicting representations about the motor vehicle's actual odometer reading at the time of sale.

68. In connection with the advertising, offering for sale, and sale of numerous motor vehicles, Defendants' have further described advertised vehicles as "fully loaded" or "loaded."

Examples of Defendants' Unfair and Deceptive Acts and Practices

69. The preceding paragraphs are incorporated herein as if fully set forth below.

70. The Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection ("Bureau") has received a number of consumer complaints against Defendants. The following are examples of what has been alleged in certain complaints submitted by consumers to the Bureau:

a. **Consumer A**:

i. On November 7, 2020, Consumer A, a Westmoreland County consumer, purchased a 2008 Jeep Patriot from Defendants' dealership for $6,995.00. *A true and correct copy of Consumer A's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "F-1."***

ii. Consumer A alleges that they declined Defendants' warranty coverage, and purchased the vehicle "As Is," for a reduced sales price.

iii. On January 17, 2021, a mechanic discovered during an inspection that Consumer A's vehicle had a rear bumper beam that was "ROTTED AND DAMAGED," the vehicle's rear sub-frame had

"BADLY RUSTED HOLES ON LEFT AND RIGHT SIDES," and the mechanic's invoice further recommended that the vehicle's front lower ball joint, both inner and outer tie roads, right front tie rod, and UCA bushings needed replacement. *A true and correct copy of Consumer A's January 17, 2021 inspection report, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "F-2."***

iv. Pictures taken of the vehicle at or around the same time as the mechanic inspection likewise show the vehicle suffered severe rust and rot damage. *True and correct pictures of Consumer A's vehicle taken on or about January 17, 2021, are also attached hereto and incorporated herein as* ***Exhibit "F-3."***

v. Consumer A alleges that they have had to pay at least $2,000.00 in repairs since purchasing the vehicle.

vi. Defendants have not reimbursed Consumer A for the cost of such repairs.

b. **Consumer B**:

i. On or about October 28, 2021, Consumer B, a Butler County consumer, purchased a 2006 Jeep Grand Cherokee from Defendants' dealership for approximately $7,000.00 that was marked as including a **dealer warranty**.

ii. Consumer B alleges that they brought the vehicle to a mechanic in February of 2022 for a State inspection.

iii. At the inspection station, a mechanic found, among other mechanical issues, that the vehicle had extreme rust and rot damage and could not pass a State inspection. *True and correct pictures of Consumer B's vehicle taken in February of 2022 are attached hereto and incorporated herein as* ***Exhibit "G."***

iv. Consumer B could not afford the cost of all necessary repairs, which Defendants would not pay on the basis that the vehicle was sold "As Is" with third-party coverage.

v. Consumer B later sold the vehicle to a third-party for $1,000.00.

c. **Consumer C**:

i. On April 9, 2022, Consumer C, an Allegheny County consumer, purchased a 2010 Nissan Murano from Defendants' dealership for $6,995.00. *A true and correct copy of Consumer C's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "H-1."***

ii. According to the vehicle's Buyers Guide, Consumer C's vehicle was marked as including a "**DEALER WARRANTY**," with the annotation "3 MTH/ 3000 MILE," without further qualification. *A true and correct copy of Consumer C's Buyers Guide, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "H-2."***

iii. Consumer C's vehicle purchase agreement likewise represented that the vehicle was "**SOLD WITH WARRANTY**." **Exhibit H-1.**

iv. However, on a separate form from the vehicle purchase agreement, Consumer C was further required to sign an acknowledgment indicating the vehicle was being sold with a "LIMITED third-party dealer warranty. I understand that the vehicle is AS IS outside of the covered parts and labor under the included warranty. JK MOTOR CARS has road tested the vehicle but makes no promises outside of the 3rd party warranty included with this vehicle." *A true and correct copy of Consumer C's signed acknowledgment form, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "H-3."***

v. Consumer C alleges that they were not provided a copy of any warranty at the time of sale.

vi. Consumer C alleges that, on the same day of purchase, their vehicle began making a loud humming sound and discovered that the motor vehicle's horn and steering wheel buttons did not function.

vii. On the same day of purchase, Consumer C took the vehicle to a mechanic who observed that the vehicle's transmission does not shift correctly and needs rebuilt, the engine likewise has random misfires and may need rebuilt, converters almost clogged completely, and that the vehicle "HAS MANY, MANY ISSUES!" *A true and correct copy of Consumer C's mechanic diagnosis report dated April 9, 2022, with personal identifiable information*

redacted, is attached hereto and incorporated herein as ***Exhibit "H-4."***

viii. The day following Consumer C's vehicle purchase, on April 10, 2022, the vehicle then broke down and needed to be towed at Consumer C's expense.

ix. In a subsequent inspection on April 20, 2022, a different mechanic then found both front wheel bearings of Consumer C's vehicle were worn out causing noise at the vehicle's front end, and also found the vehicle's transfer case was severely leaking onto its exhaust system, and that the vehicle's rear sub-frame was rusted and corroded. *A true and correct copy of Consumer C's mechanic diagnosis report dated April 20, 2022, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "H-5."***

x. In May of 2022, a third mechanic inspected Consumer C's vehicle and observed a number of transmission and engine codes, and replaced the vehicle's transfer case and rear drive shaft. *A true and correct copy of Consumer C's mechanic diagnosis report dated May 6, 2022, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "H-6."***

xi. Consumer C alleges that Defendants have refused to assist in paying for the cost of the tow or vehicle repairs on the basis that the vehicle was sold "As Is" with third-party coverage.

d. **Consumer D**:

xii. On December 3, 2021, Consumer D, an Allegheny County consumer, purchased a 2006 Chrysler 300 (also referred to as a 2006 Chrysler 300C), from Defendants' dealership for $6,495.00. *A true and correct copy of Consumer D's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "I-1."***

xiii. Consumer D's vehicle purchase agreement did not disclose the vehicle's odometer reading at the time of purchase. **Exhibit I-1.**

xiv. According to the vehicle's Buyers Guide, Consumer D's vehicle was marked as including a "**DEALER WARRANTY**," with the annotations "Powertrain" and "3 month 3000 miles up to $1500 coverage." *A true and correct copy of Consumer D's Buyers Guide, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "I-2."***

xv. Consumer D's vehicle purchase contract likewise represented that the vehicle was "**SOLD WITH WARRANTY**." **Exhibit I-1.**

xvi. Consumer D alleges that they were not provided a copy of any written warranty at the time of sale.

xvii. Consumer D alleges that, on the same day of purchase, Consumer D's vehicle broke down twice and an eruption of antifreeze sprung from underneath the vehicle's hood after parking the vehicle.

xviii. Thereafter, Consumer D had to have their vehicle towed into a mechanic for diagnosis and service.

xix. A mechanic invoice dated January 5, 2022, represents that the vehicle's cooling fans were not working, coolant was found leaking from the vehicle's tank/reservoir, and "FOUND BOTH UPPER BALL JOINTS BAD; FAIL PA STATE INSPECTION –EXT LOOSE AFTER CATALYTIC CONVERTERS, BEFORE MUFFLER." *A true and correct copy of Consumer D's mechanic invoice dated January 5, 2022, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "I-3."***

xx. Consumer D further alleges that on January 13, 2021, after taking the vehicle through a car wash, Consumer D discovered that the vehicle's sunroof was not properly sealed and therefore did not prevent water pouring inside the vehicle.

xxi. Consumer D alleges that Defendants have refused to assist in paying for the cost of the vehicle repairs on the basis that the vehicle was sold "As Is" with third-party coverage.

xxii. Additionally, although the vehicle purchase agreement states that Defendants were to install a new radio into the vehicle (**Exhibit I-1**), Defendants have never fulfilled their promise and Consumer D eventually replaced the vehicle's radio at their own expense.

e. **Consumer E**:

i. On February 22, 2020, Consumer E, an Allegheny County consumer, purchased a 2010 Volkswagen Passat from Defendants' dealership for $4,995.00 that was marked as including a **dealer warranty**. *A true and correct copy of Consumer E's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "J-1."***

ii. Defendants advertised the 2010 Volkswagen Passat with the following description: "2/21 inspection with fresh synthetic oil change. This Passat is ready to go and loaded with all the best options. Heated leather, large screen in dash, all power options, sunroof and more! Gray MPGs, spacious and great safety for insurance. Only 107k miles! 3 month 3k mile warranty included!" *A true and correct copy of the advertised description for Consumer E's purchased vehicle, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "J-2."***

iii. Consumer E alleges that within hours of their vehicle purchase, the vehicle's check-engine light illuminated and the vehicle was thereafter diagnosed as needing a new transmission.

iv. Consumer E alleges that even with Defendants' warranty coverage, their total out of pocket expenses to replace the vehicle's transmission was $761.04.

v. Consumer E alleges that Defendants have refused to assist in paying for the cost of the vehicle repairs on the basis that the vehicle was sold "As Is" with third-party coverage.

f. **Consumer F**:

i. On February 19, 2019, Consumer F, an Allegheny County consumer, purchased a 2010 Chevrolet Malibu from Defendants' dealership for $4,100.00. *A true and correct copy of Consumer F's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "K-1."***

ii. Defendants advertised Consumer F's 2010 Chevrolet Malibu with the following description: "6/19 inspection, all power options, sunroof, runs great!! The interior is clean and in good condition. The exterior is clean and in good condition. The engine is functioning properly and has no issues. The transmission shifts very smoothly." *A true and correct copy of the advertised description for Consumer F's purchased vehicle, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "K-2."***

iii. The vehicle purchase contract represents that the vehicle was sold with 147,000 miles on the odometer (**Exhibit K-1**); however, Defendants attested on the vehicle transfer papers that the vehicle's odometer read 147,391 miles at the time of sale. *A true and correct*

copy of the title paperwork for Consumer F's purchased vehicle, with personal identifiable information redacted, is attached hereto and incorporated herein as ***Exhibit "K-3."***

iv. According to the vehicle's Buyers Guide, Consumer F's vehicle was marked as including a "**DEALER WARRANTY**," with the annotation "powertrain," "up to $1500," and "3k miles 3 months." *A true and correct copy of Consumer F's Buyers Guide, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "K-4."***

v. Consumer F was also provided paperwork at the time of sale representing that the purchased vehicle was a "Certified Pre-Owned Vehicle" that went through, and passed, a visual inspection, engine check, transmission check, suspension check, interior and exterior inspection, air conditioning system check, brake system check, static test, and road test. *A true and correct copy of Defendants' Certified Pre-Owned Vehicle disclosure is attached hereto and incorporated herein as* ***Exhibit "K-5."***

vi. Notwithstanding the above guarantees and representations made by Defendants, Consumer F alleges that, within an hour of having the vehicle, three engine codes came up relating to the transmission and the power steering.

vii. Consumer F later obtained and supplied Defendants with mechanic estimates dated March 5, 2019, indicating that the vehicle's:

transmission needed replaced, camshaft position sensor needed replaced, front and rear brake pads needed replaced, tie rod end (inner) needed replaced, exhaust manifold needed replaced, headlight assembly needed replaced, the trunk seal needed replaced due to a leak, and the steering wheel sensor needed replaced, and a new timing belt may be needed as well. *A true and correct copy of the mechanic invoice supplied to Defendants by Consumer F, and which is dated March 5, 2019, is attached hereto and incorporated herein as* ***Exhibit "K-6."***

viii. Defendants refused to fully reimburse Consumer F for all necessary vehicle repairs on the basis that the vehicle was sold "As Is" with third-party coverage.

g. **Consumer G**:

i. On July 14, 2020, Consumer G, an Allegheny County consumer, purchased a 2012 Chevrolet Tahoe from Defendants dealership for $10,750.00. *A true and correct copy of Consumer G's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "L-1."***

ii. Consumer G's vehicle purchase contract represents that the vehicle was "**SOLD WITH WARRANTY**." **Exhibit L-1**.

iii. Defendants advertised the 2012 Chevrolet Tahoe with the following description: "Check out this completely serviced 4x4, 3rd row 8 passenger Tahoe! It's complete with all new brakes, rotors, tires,

shocks and a 6/21 inspection! It looks and drives new. 140k miles, clean title and an included 3 month 3k mile warranty at this price." *A true and correct copy of the advertised description for Consumer G's purchased vehicle, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "L-2."***

iv. The vehicle purchase contract represents that the vehicle was sold with 140,000 miles on the odometer (**Exhibit L-1**); however, the vehicle's odometer read at least 140,349 miles at the time of sale. *A true and correct copy of Defendants' May 28, 2020 auction purchase of the 2012 Chevrolet Tahoe that was later sold to Consumer G, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "L-3."***

v. According to the vehicle's Buyers Guide, Consumer G's vehicle was marked as including a "**DEALER WARRANTY**," with the annotation "3 MONTH, 3000 MILE." *A true and correct copy of Consumer G's Buyers Guide, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "L-4."***

vi. Notwithstanding the above guarantees and representations by Defendants, Consumer G alleges that, eleven (11) days after purchasing the vehicle, the vehicle's transmission failed and needed replaced.

vii. Consumer G further alleges that they did not receive a copy of any written warranty until the transmission issues occurred and after they inquired with Defendants about the vehicle's "warranty" coverage.

viii. Consumer G alleges that they incurred at least $2,756.00 in out of pocket expenses for the necessary repairs beyond the vehicle's warranty coverage, plus additional out of pocket costs to have the vehicle towed for said repairs. *A true and correct copy of Consumer G's mechanic invoice dated August 6, 2020, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "L-5."***

ix. Defendants have not reimbursed Consumer G for their out of pocket expenses for the vehicle tow or repairs on the basis that the vehicle was sold "As Is" with third-party coverage.

h. **Consumer H**:

i. On October 3, 2020, Consumer H, an Allegheny County consumer, purchased a 2012 GMC Terrain from Defendants' dealership for $7,700.00. *A true and correct copy of Consumer H's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "M-1."***

ii. Defendants advertised the 2012 GMC Terrain with the following description: "Get in and get this one before the snow comes! This 4x4 GMC is a beauty! The suv looks like new inside and out and is

loaded with options. It has the large in dash screen, all power options and plenty of room for the whole family. Inspected in to next year with just 113k miles, this includes a 3 month 3k mile warranty at asking price." *A true and correct copy of the advertised description for Consumer H's purchased vehicle, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "M-2."***

iii. According to the vehicle's Buyers Guide, Consumer H's vehicle was marked as including a "**DEALER WARRANTY**," with the annotations "Powertrain" and "3 month 3000 miles up to $1500 coverage." *A true and correct copy of Consumer H's Buyers Guide, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "M-3."***

iv. The vehicle's Buyers Guide further indicated that a service contract on the vehicle is available at an extra charge. **Exhibit M-3.**

v. Consumer H's vehicle purchase contract does not specify the price of Defendants' warranty or even specify if the vehicle is sold "As Is," with warranty, or with a third-party vehicle service contract. **Exhibit M-1.**

vi. Notwithstanding the above guarantees and representations by Defendants, Consumer H alleges that the vehicle battery failed and needed replaced on October 20, 2020.

vii. Consumer H further alleges that, on or about November 9, 2020, their vehicle was diagnosed with an exhaust manifold leak and multiple oil leaks.

viii. Consumer H alleges that they incurred at least $391.54 in out of pocket expenses for the replacement of the vehicle's battery, the repair of the vehicle's oil leaks, and the repair of the vehicle's exhaust manifold leak.

ix. Consumer H alleges that Defendants have refused to assist in paying for the cost of the vehicle repairs on the basis that the vehicle was sold "As Is" with third-party coverage.

i. **Consumer I**:

i. On November 30, 2021, Consumer I purchased a 2011 GMC Terrain for $8,660.00. *A true and correct copy of Consumer I's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "N-1."***

ii. The purchasing contract for Consumer I's vehicle states that the vehicle "comes w/ 3 Month/3000 miles Warranty." **Exhibit N-1.**

iii. According to the vehicle's Buyers Guide, Consumer I's vehicle was marked as including a "**DEALER WARRANTY**," with the annotations "Powertrain / Engine / Transmission Limited Warranty Covering up to $1500.00" and "3 month 3000 miles up to $1500 coverage." *A true and correct copy of Consumer I's Buyers Guide,*

with personal identifiable information redacted, is attached hereto and incorporated herein as ***Exhibit "N-2."***

iv. Consumer I alleges that they were not provided a copy of a warranty at the time of sale.

v. Consumer I further alleges that they were not promptly provided a copy of the warranty by Defendants upon request.

vi. When Consumer I eventually received a copy of the warranty, the effective date was listed as January 29, 2022, which is approximately two (2) months after Consumer I's vehicle purchase. *A true and correct copy of Consumer I's warranty dated January 29, 2022, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "N-3."***

vii. On December 4, 2021, three days following Consumer I's vehicle purchase, Consumer I had to pay $297.04 to replace the vehicle's battery.

viii. On December 23, 2021, less than a month following Consumer I's vehicle purchase, Consumer I had to pay for the installation of a new rear differential and alternator at a cost of $780.00.

ix. On January 5, 2022, Consumer I then had to replace the vehicle's camshaft sensor and exhaust VVT solenoid for a cost of $200.00.

x. On February 8, 2022, Consumer I also had to replace the vehicles accelerator sensor for a cost of $91.09.

xi. In March of 2022, Consumer I took their vehicle to a mechanic for a timing chain noise, further observing the vehicle's "TENSIONER GOING OR BAD GUIDES." *A true and correct copy of Consumer I's mechanic repair estimate dated March 29, 2022, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "N-4."***

xii. Then in April of 2022, Consumer I took the vehicle to another mechanic who diagnosed the vehicle as needing: water pump chain, main timing chain with guides, and complete tune up. The mechanic estimate further notes the "VEHICLE SHOULD NOT BE DRIVEN IN THIS CONDITION WILL CAUSE MORE DAMAGE / ABS BRAKE SYSTEM IS NOT WORKING . . . ." *A true and correct copy of Consumer I's mechanic repair estimate dated April 14, 2022, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "N-5."***

xiii. The mechanic diagnosis report further notes that the approximate cost of repairing the vehicle's engine was $2,800.00 and then the vehicle would still need rechecked for any additional codes. The mechanic service estimate further notes, "I WOULD NOT RECOMMEND REPAIRING THIS VEHICLE AS THE CONDITION OF THE VEHICLE DOES NOT WARRANT IT." **Exhibit N-5**.

xiv. Following Consumer I filing a complaint with the Bureau, in late-April 2022, Defendants agreed take back the vehicle and refund Consumer I the purchase price of their vehicle. However, Defendants refused to reimburse Consumer I for any costs of repairs that Consumer I on the basis that the vehicle was sold "As Is" with third-party coverage.

xv. After Consumer I returned the vehicle to Defendants, Defendants re-listed the vehicle for sale for $9,998 ($1,338.00 more than the vehicle's previous purchase price), with the description: "Just in, just serviced, detailed and ready to go with a newer set of tires, this 4x4 GMC Terrain has 5/23 pa state and emissions. Carfax shows a clean title with 60 service records. With just 112k miles, this includes a 3 month 3k mile limited powertrain warranty at asking price. All power options are working as they should including the sunroof. Text 4126002727 jkmotorcars.com 1214 main st sharpsburg." *A true and correct copy of the advertised description for Consumer I's returned vehicle on Defendants' JK Business Website, as of May 4, 2022, is attached hereto and incorporated herein as* ***Exhibit "N-6."***

xvi. The JK Marketplace Listing for the re-listed vehicle further represented that "This vehicle has no significant damage or problems." *A true and correct copy of the advertised description for Consumer I's returned vehicle on Defendants' JK Marketplace*

Listing, as of May 4, 2022, is attached hereto and incorporated herein as ***Exhibit "N-7."***

j. **Consumer J**:

i. On February 8, 2022, Consumer J purchased a 2010 Ford Expedition for $8,995.00. *A true and correct copy of Consumer J's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "O-1."***

ii. Consumer J paid for the 2010 Ford Expedition through by trading in their vehicle in exchange for a $16,500.00 allowance. **Exhibit O-1**.

iii. Consumer J's vehicle purchase agreement does not set forth the vehicle identification number of the Consumer K's trade-in vehicle. **Exhibit O-1**.

iv. According to the vehicle's Buyers Guide, Consumer J's vehicle was marked as including a "**DEALER WARRANTY**," with the annotations "Limited powertrain warranty" and "3 month 3000 miles up to $1500 coverage with $100 deductible." *A true and correct copy of Consumer J's Buyers Guide, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "O-2."***

v. Consumer J further alleges that before purchasing the vehicle, Individual Defendant orally represented to the consumer that the vehicle was fine and that nothing was wrong with the motor vehicle.

vi. Consumer J alleges that on the same day of purchase, the vehicle's check-engine light illuminated and the vehicle's engine "bucked" and "shook violently."

vii. Consumer J further alleges that within a week of purchasing the vehicle, the vehicle's heater and sunroom also stopped operating.

viii. Consumer J took the vehicle to Defendants at least two (2) times within the first month of purchase to have the vehicle issues diagnosed and resolved, but each time Defendants represented that nothing was wrong with the vehicle.

ix. In early March of 2022, Consumer J then took the vehicle to a mechanic, who observed, among other issues: the engine light was illuminated and numerous scan codes indicating camshaft and low catalyst system efficiency; rear rotors are in poor condition due to rust and the right rear has a bad wheel bearing making noise; most likely a bad steering shaft, u-joints and slip shaft; misfire on cylinders 5 and 7 of the engine; numerous other engine issues; the "engine oil dipstick tube is so severely rotted it's about to snap off; "Every metal line (power steering, tranny and oil lines) that are attached are so severely rusted they will not come apart and start to leak once moved"; and that the vehicle's engine needs replaced. *A true and correct copy of Consumer J's mechanic repair estimate, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "O-3."***

x. Consumer J paid $514.93 for parts and labor associated with the mechanic diagnosis. The total estimated cost of the recommended repairs totaled at least $8,487.25.

xi. Defendants did not reimburse Consumer J for their out of pocket expenses for the vehicle repairs or otherwise allow Consumer J to return their vehicle for a refund on the basis that the vehicle was sold "As Is" with third-party coverage.

k. **Consumer K**:

i. On December 6, 2019, Consumer K purchased an "As Is" 2008 Kia Sorento for $2,500. *A true and correct copy of Consumer K's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "P."***

ii. Consumer K paid for the 2008 Kia Sorento through a $2,300.00 cash payment and by trading in their vehicle in exchange for a $200.00 credit. **Exhibit P**.

iii. When selling the 2008 Kia Sorento to Consumer K, Defendants did not notarize or cause the notarization of the vehicle's Certificate of Title, which Consumer K alleges is needed to transfer title of the vehicle to Consumer K.

iv. Accordingly, Consumer K alleges that Defendants failed to provide Consumer K with clear title for the vehicle within 20 days of the vehicle transaction.

v. Consumer K alleges that on the same day of purchase, while driving the vehicle to Morgantown, West Virginia, the vehicle motor began making a knocking sound, after which Consumer K had the vehicle towed and was advised by a mechanic that the vehicle's engine needed replaced.

l. **Consumer L**:

i. On November 23, 2020, Consumer L purchased an "As Is" 2010 BMW, Series 3 for $9,700.00. *A true and correct copy of Consumer L's vehicle purchase contract, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "Q."***

ii. Consumer L alleges that Defendants failed to provide Consumer L with clear title for the vehicle within 20 days of the vehicle transaction.

iii. Consumer L alleges that, on the same day of purchase, while driving the vehicle to West Virginia, the motor vehicle's check engine sensor light illuminated. This issue was later diagnosed as an airflow sensor issue with an estimated repair cost of $500.00.

iv. Consumer L further alleges that on the same day of purchasing the vehicle, while driving the vehicle to West Virginia, the vehicle's check-tire light illuminated.

v. Consumer L further alleges that they subsequently discovered that the vehicle's tires were at least eight (8) years old, dry rotted, and incapable of retaining air to be safely operated.

vi. Consumer L later commenced a lawsuit against Defendants in the Allegheny County at Civil Docket No. MJ-05204-CV-0000206-2021 and obtained a judgment against Defendants in the amount of $12,206.35.

vii. Defendants appealed that judgment to the Court of Common Pleas of Allegheny County at Civil Docket No. AR-21-005486.

viii. An Arbitration Award was entered in favor of Consumer L on March 9, 2022 in the amount of $9,700.00.

m. **Consumer M**:

i. On May 4, 2020, Consumer M provided Defendants with a $1,000.00 cash deposit for a 2013 BMW X3 with a listed purchase price of $9,995.

ii. Due to bad credit and low income, Consumer M was denied financing for the vehicle by several third-party financing companies.

iii. Defendants did not refund Consumer M the full $1,000.00 deposit after Consumer M failed to obtain vehicle financing.

iv. Consumer M later commenced a lawsuit against Individual Defendant in the Allegheny County at Civil Docket Nos. MJ-05204-CV-0000083-2020 and GD-21-001499, obtaining a judgment against Individual Defendant in the amount of $1,113.25.

71. In addition to the consumers who filed complaints with the Commonwealth, at least three (3) Pennsylvania consumers have obtained private judgments against Corporate Defendant and/or Individual Defendant relating to the sale of non-roadworthy and/or highly-problematic used motor vehicles:

a. Allegheny County Civil Docket Nos. MJ-05204-CV-0000178-2021 and AR-21-005143 ($6,806.35 magisterial judgment for plaintiff and against Jaison Kelly; on appeal, arbitration award of $6,600.00 for plaintiff and against Jaison Kelly);

b. Allegheny County Civil Docket Nos. MJ-05204-CV-0000220-2019 and AR-20-000088 ($895.00 Non-Jury Verdict for plaintiff and against Corporate Defendant); and

c. Allegheny County Civil Docket Nos. MJ-05204-CV-0000124-2020 and GD-20-012469 ($1,216.48 judgment for plaintiff and against Corporate Defendant).

72. Regarding the above-referenced judgment entered against Individual Defendant at Allegheny County Civil Docket No. AR-21-005143 (**Consumer N**), documents attached to the Consumer M's underlying Complaint indicating the following:

a. On June 16, 2021, Consumer N purchased a 2011 Kia Sorento from Defendants for $5,995. *A true and correct copy of Consumer N's attached Buyers Guide, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "R-1."***

b. Consumer N's vehicle contract noted that the vehicle was sold with a "Limited Warranty 3 month/3000 Mile."

c. According to the vehicle's Buyers Guide, Consumer N's vehicle was marked as including a "DEALER WARRANTY," with the annotations "Powertrain" and "3 month 3000 miles up to $1500 coverage." *A true and correct copy of the Consumer N's Buyers Guide, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "R-2."***

d. The Complaint alleges that "within 48 hours of purchase," the vehicle "was smoking and barely drivable"

e. Documents attached to Consumer N's Complaint further indicate that, approximately a month following Consumer N's purchase, the vehicle was towed to a mechanic with a noted "ENGINE NOISE." Following a diagnostic inspection, the mechanic "FOUND SEVERE EXHAUST LEAK" and "FOUND THAT THE EXHAUST MANIFOLD WAS CRACKED CAUSING THE NOISE. DUE TO THE CONDITION OF THE MANIFOLD, TECHNICIAN ALSO CALLING FOR OXYGEN SENSOR REPLACEMENT." *A true and correct copy of the July 30, 2021 mechanic invoice enclosed with Consumer N's Complaint, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "R-3."***

f. Documents attached to Consumer N's Complaint further indicate that in November of 2021, the vehicle was again brought to a mechanic because the vehicle would not start. During the diagnostic inspection, the mechanic observed that the vehicle's "ENGINE FOUND TO BE LOCKED UP.

DURING DIAGNOSTIC, FOUND HOLES AND SEVERE FRAME ROT IN FRONT SUBFRAME/CRADLE. INSPECTED UNDERSIDE OF VEHICLE FINDING SEVERAL ADDITIONAL AREAS OF SEVERE RUST/FRAME ROT / RUSTED HOLES. FURTHER DIAGNOSTIC INCOMPLETE DUE TO FRAME CONDITION AND SERIOUS SAFETY CONCERNS." *A true and correct copy of the December 15, 2021 mechanic invoice enclosed with Consumer N's Complaint, with personal identifiable information redacted, is attached hereto and incorporated herein as* ***Exhibit "R-4."***

73. Regarding the above-referenced Non-Jury Verdict entered against Corporate Defendant at Allegheny County Civil Docket Nos. MJ-05204-CV-0000220-2019 and AR-20-000088 (**Consumer O**), Consumer O's underlying Complaint alleges ten (10) days following purchase of their vehicle a State Trooper advised them that their vehicle's was not roadworthy because the vehicle's "travel arm" was "rusted out."

74. Regarding the above-referenced Non-Jury Verdict entered against Corporate Defendant at Allegheny County Civil Docket Nos. MJ-05204-CV-0000124-2020 and GD-20-012469 (**Consumer P**), Consumer P's underlying Complaint alleges that four days after purchasing their vehicle the starter fell out and that a week later the alternator froze up and needed replaced, too.

75. In addition to the private lawsuits filed by the above-described consumers, another Pennsylvania consumer has likewise obtained a judgment against Corporate Defendant at Allegheny County Civil Docket Nos. MJ-05204-CV-0000074-2020 and GD-20-010325 (**Consumer Q**), wherein the underlying Complaint alleges that Corporate Defendant refused to

refund Consumer Q a $500.00 deposit even though Consumer Q was never informed that said deposit was non-refundable.

76. In addition to the consumers who filed complaints with the Bureau, several complaints have been filed with the Better Business Bureau against Corporate Defendant, and there are also a collection of individuals who have complained of Defendants' practices on Google reviews as well as on Defendants' JK Facebook Webpage, Auto.com Webpage, and Cars.com Webpage.

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

78. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of the Defendants, as herein complained of and as hereinafter set forth.

79. 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.

80. Further, the Commonwealth requests injunctive relief, restitution, civil penalties, costs, and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

CAUSES OF ACTION

COUNT I – VIOLATIONS OF AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive Marketing, Advertising and Sale of Non-roadworthy Vehicles)

81. The preceding paragraphs are incorporated herein as though fully set forth below.

82. Section 201-3 of the Consumer Protection Law declares unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce as defined by sub-clauses (i) through (xxi) of clause (4) of section 2 of this act and regulations promulgated under section 3.1 of this act are hereby declared unlawful." 73 P.S. § 201-3.

83. Section 201-3.1 of the Consumer Protection Law, in turn, provides that "[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 when promulgated... shall have the force and effect of law." 73 P.S. § 201-3.1.

84. The Pennsylvania *Automotive Industry Trade Practices* regulations, 37 Pa. Code § 301.1, *et seq.* ("Auto Regulations"), were promulgated by the Attorney General pursuant to Section 3.1 of the Consumer Protection Law, 73 P.S. § 201-3.1.

85. Section 301.2(4) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice to fail or refuse to sell a motor vehicle or other goods or services under terms or conditions, including price or warranty, which a motor vehicle manufacturer or dealer or repair shop has advertised or otherwise represented. 37 Pa. Code § 301.2(4).

86. Section 301.2(5) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice to represent 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 under the Auto Regulations. 37 Pa. Code § 301.2(5).

87. Section 301.2(5) of the Auto Regulations declares that a motor vehicle which is offered for sale is represented to be roadworthy. 37 Pa. Code § 301.2(5).

88. Section 301.2(5) of the Auto Regulations further declares that an advertiser or seller of a motor vehicle shall disclose prior to sale the following conditions if the advertiser or seller knows or should know that the conditions exist in the motor vehicle:

a. Frame bent, cracked or twisted;

b. Engine block or head cracked;

c. Vehicle unable to pass State inspection;

d. Transmission damaged, defective or so deteriorated as to require replacement;

e. Vehicle flood damaged; and

f. Differential damaged, defective or so deteriorated as to require replacement.

37 Pa. Code § 301.2(5).

89. At all times relevant and material hereto, and in connection with all vehicles advertised, offered for sale, or sold by Defendants, Defendants represented to consumers that their motor vehicles were roadworthy.

90. In numerous instances, however, Defendants misrepresented that the motor vehicle was actually roadworthy, and failed to specifically disclose, prior to sale, that the following conditions existed in a motor vehicle and were known or should have been known to Defendants:

i. Frame bent, cracked or twisted;

ii. Engine block or head cracked;

iii. Vehicle unable to pass State inspection;

iv. Transmission damaged, defective or so deteriorated as to require replacement;

v. Vehicle flood damaged; and/or

vi. Differential damaged, defective or so deteriorated as to require replacement.

91. With respect to Paragraphs 89 and 90, above, specific examples of Defendants' conduct are set forth at:

a. Paragraphs 70(a) though 70(j) of this Complaint, and their respective exhibits, setting forth allegations of ten (10) consumers who purchased vehicles with severe rust and/or rot damage, or whose vehicle broke down shortly after they purchased the vehicle from Defendants.

b. Paragraph 72 of this Complaint, which avers that Consumer N as awarded a judgment against Defendants wherein it was alleged that "within 48 hours of purchase," the vehicle "was smoking and barely drivable" and was ultimately diagnosed with a "SEVERE EXHAUST LEAK," a cracked exhaust manifold, and severe rust and frame rot.

c. Paragraph 73 of this Complaint, which avers that Consumer O was awarded a judgment against Defendants wherein it was alleged that ten (10) days following purchasing their vehicle Consumer O was advised by a State Trooper that the vehicle was not roadworthy.

d. Paragraph 74 of this Complaint, which avers that Consumer P was awarded a judgment against Defendants because four days after purchasing their

vehicle the starter fell out and that a week later the alternator froze up and needed replaced.

92. Defendants violated Section 301.2(4) of the Auto Regulations by failing or refusing to sell a roadworthy motor vehicle, as advertised or otherwise represented. 37 Pa. Code § 301.2(4).

93. Defendants violated Section 301.2(5) of the Auto Regulations by failing to specifically disclose, prior to sale, the conditions required by Section 301.2(5) of the Auto Regulations to be disclosed.

94. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

95. The aforesaid 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 Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 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, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

c. Representing that goods or services have a 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v); and

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

96. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

97. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

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

B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law and the Auto Regulations;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for

each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT II – VIOLATIONS OF
CONSUMER PROTECTION LAW

(Defendants' Failure to Honor Warranties and Guarantees)

98. The preceding paragraphs are incorporated herein as though fully set forth below.

99. In numerous instances, Defendants have made express representations that a respective motor vehicle was sold to a vehicle purchaser under a dealer warranty.

100. In numerous instances, Defendants have also made express warranties or guarantees, that the respective motor vehicle was safe, reliable, merchantable, and/or fit for the ordinary purpose of providing transportation.

101. In numerous instances, Defendants have also made implied warranties or guarantees of a motor vehicle's merchantability and/or fitness.

102. Notwithstanding Defendants' express and implied warranty or guarantee representations, in numerous instances, Defendants were provided notice of a breach of warranty

by a motor vehicle purchaser, but then failed to adequately repair the vehicle, issue a full refund to the purchaser, or provide a replacement vehicle to the purchaser promptly thereafter.

103. In numerous instances where Defendants failed to honor their warranties or guarantees, Defendants further made conflicting representations to the respective motor vehicle purchasers that Defendants actually sold the vehicle "As Is" with limited third-party coverage.

104. In at least one instance, Defendants failed to honor the terms of an agreement with a Pennsylvania consumer to replace a new radio in a purchased motor vehicle.

105. With respect to Paragraphs 99 through 104, above, specific examples of Defendants' conduct are set forth at:

a. Paragraphs 70(b) through 70(j) of this Complaint, and their respective exhibits, setting forth allegations of nine (9) consumers (Consumers B through J) who purchased vehicles marked with a dealer warranty that Defendants failed to honor, on the basis that the vehicle was sold "As Is," when the vehicle experienced or was found to have severe mechanic issues shortly after the vehicle purchase.

b. Paragraph 72 of this Complaint, setting forth allegations in Consumer N's legal action against Defendants wherein it was alleged that Defendants failed to honor their warranty after Consumer N's vehicle began smoking and was barely drivable "within 48 hours of purchase" and was ultimately diagnosed with a "SEVERE EXHAUST LEAK," a cracked exhaust manifold, and severe rust and rot damage to the vehicle frame.

106. The aforesaid 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 Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 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, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

c. Representing that goods or services have a 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);

d. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xiv); and

e. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

107. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

108. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;

B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law and the Auto Regulations;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade

and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT III – VIOLATIONS OF
AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Unfair, Deceptive, and Contradicting Warranty Representations)

109. The preceding paragraphs are incorporated herein as though fully set forth below.

110. Section 301.2(4) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice to fail or refuse to sell a motor vehicle or other goods or services under terms or conditions, including price or warranty, which a motor vehicle manufacturer or dealer or repair shop has advertised or otherwise represented. 37 Pa. Code § 301.2(4).

111. Section 301.2(5) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice to represent 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 under the Auto Regulations. 37 Pa. Code § 301.2(5).

112. Section 301.4(9) of the Auto Regulations declares it is an unfair method of competition and unfair or deceptive act or practice to attempt to exclude the implied warranties of merchantability and fitness for a particular purpose in the sale of a motor vehicle purchased primarily for personal, family or household purposes unless the following notice in at least 20-

point bold type is prominently affixed to a window in the motor vehicle so as to be easily read from the outside and is brought to the attention of the prospective purchaser by the seller: "This vehicle is sold without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist and/or may occur in the motor vehicle unless the salesperson promises in writing to correct such defect or promises in writing that certain defects do not exist." 37 Pa. Code § 301.4(9).

113. Section 301.4(9) of the Auto Regulations further declares it is an unfair method of competition and unfair or deceptive act or practice to use the term ''As Is'' in connection with the sale of a motor vehicle unless the sales contract, receipt, agreement or memorandum contains the following information in a clear, concise and conspicuous manner on the face of the document:

> **AS IS**
> **THIS MOTOR VEHICLE IS SOLD AS IS *WITHOUT ANY WARRANTY* EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE *ENTIRE EXPENSE* OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.**

37 Pa. Code § 301.4(9).

114. Section 301.4(9) of the Auto Regulations further declares that the above-quoted "As Is" disclosures "may not contradict an oral or written statement, claim or representation made directly or by implication with regard to the quality, performance, reliability or lack of mechanical defects of a motor vehicle which is offered for sale." 37 Pa. Code § 301.4(9).

115. Moreover, pursuant to the Federal Trade Commission's promulgated *Used Motor Vehicle Trade Regulation Rule*, 16 C.F.R. Part 455 ("FTC Rule"), the information on the final version of a vehicle's displayed Buyers Guide is incorporated into the contract of sale for a used motor vehicle and a used motor vehicle dealer "may not make any statements, oral or written, or

take other actions which alter or contradict the disclosures" set forth in the finalized Buyers Guide. 16 C.F.R. § 455.3 and § 455.4.

116. The Federal *Magnuson-Moss Warranty Act*, 15 U.S.C. § 2301, *et seq.* ("MMWA"), additionally prohibits a motor vehicle dealership or salesperson from disclaiming or modifying any implied warranty covering a motor vehicle, if the dealership or salesperson makes any written warranty to the consumer with respect to the product, or if the supplier enters into a service contract with the consumer at the time of sale, or within 90 days thereafter. 15 U.S.C. § 2308(a).

117. In numerous instances, Defendants have made express and written representations on a motor vehicle's Buyers Guide that the vehicle purchased from Defendants included a "DEALER WARRANTY."

118. In numerous instances, Defendants have made express representations on vehicle purchase agreements and advertisements that respective motor vehicles were sold by Defendants with a "warranty."

119. In numerous instances, Defendants have also made express warranties or guarantees, that the respective motor vehicle was safe, reliable, merchantable, and/or fit for the ordinary purpose of providing transportation.

120. In numerous instances, Defendants have also made implied warranties or guarantees of a motor vehicle's merchantability and/or fitness.

121. Notwithstanding Defendants' express and implied warranty or guarantee representations, in numerous instances, Defendants have elsewhere represented to motor vehicle purchasers that their respective motor vehicle was sold "As Is."

122. In numerous instances, Defendants have used the term "As Is" when selling motor vehicles, but have not prominently affixed to any motor vehicle's window the "As Is" notice language required by Section 301.4(9) of the Auto Regulations, 37 Pa. Code § 301.4(9).

123. In numerous instances, Defendants have used the term "As Is" when selling motor vehicles, but have not included within the vehicle's respective purchase agreement, the "As Is" notice language required by Section 301.4(9) of the Auto Regulations, 34 Pa. Code § 301.4(9).

124. Defendants have violated Sections 301.2(4), 301.2(5), and Section 301.4(a)(9) of the Auto Regulations by making conflicting written and verbal guarantees, representations, or warranties for vehicles sold "As Is" and without warranty. 37 Pa. Code § 301.2(4), § 301.2(5), and § 301.4(a)(9).

125. Defendants have violated Sections 301.4(a)(9) of the Auto Regulations by attempting to exclude the implied warranties of merchantability and fitness without first affixing Section 301.4(9)'s "As Is" notice language to the motor vehicle's window and including the language in the vehicle's purchase agreement. 37 Pa. Code § 301.4(9).

126. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

127. Defendants have also violated the FTC Rule by attempting to alter or contradict their finalized Buyers Guide representations that motor vehicles were sold with a "DEALER WARRANTY." 16 C.F.R. § 455.3 and § 455.4.

128. Defendants have also violated the MMWA by attempting to disclaim or modify any implied warranty covering a motor vehicle after they have made a written warranty with respect to the vehicle or entered into a service contract for the vehicle at the time of sale, or within 90 days thereafter. 15 U.S.C. § 2308(a).

129. The aforesaid 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 Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 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, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

c. Representing that goods or services have a 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v); and

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

130. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

131. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

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

B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law and the Auto Regulations;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or

lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT IV – VIOLATIONS OF
AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive No-Refund Policy for Vehicle Deposits)

132. The preceding paragraphs are incorporated herein as though fully set forth below.

133. Section 301.4(a)(4) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to use "in a motor vehicle purchase contract a liquidated damage clause or similar clause which requires the forfeiture of a purchaser's deposit or security when the purchaser cancels or breaches the contract unless: the clause contains a specific dollar amount or item to be retained by the dealer; the clause is clear and conspicuous; the purchaser assents to the clause by initialing the same; and the clause is not otherwise unlawful." 37 Pa. Code § 301.4(a)(4).

134. Section 301.4(a)(6)(ii) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer fails "to refund the full amount of a purchaser deposit promptly when: . . . (ii) The contract is conditioned upon the purchaser obtaining financing of his choice and the purchaser cannot obtain the financing after exerting reasonable efforts to do so." 37 Pa. Code § 301.4(a)(6)(ii).

135. In connection with the offering for sale and sale of numerous motor vehicles, Defendants have received deposits from consumers to secure the purchase of a motor vehicle and declared that such deposits are unequivocally non-refundable.

136. Nevertheless, in connection with the sale of numerous motor vehicles, the vehicle purchaser did not assent to the Defendants' non-refundable declaration by initialing the same.

137. On at least two occasions, Defendants refused to refund the full amount of a consumer's deposit when the contract was conditioned upon the purchaser obtaining financing of his or her choice, but the purchaser could not obtain financing after exerting reasonable efforts to do so.

138. With respect to Paragraphs 135 through 137, above, specific examples of Defendants' conduct are set forth at:

a. Paragraph 70(m), which avers that Defendants failed to return Consumer L's $1,000.00 deposit, after Consumer M failed to obtain financing after exerting reasonable efforts to do so; and

b. Paragraph 75, which avers that Consumer Q obtained a judgment against Corporate Defendant at Allegheny County Civil Docket Nos. MJ-05204-CV-0000074-2020 and GD-20-010325 after Corporate Defendant refused to refund Consumer Q a $500.00 deposit even though Consumer Q was never informed that said deposit was non-refundable.

139. Moreover, in numerous instances, Defendants made conflicting representations about deposits being non-refundable and/or the extent for which Defendants would retain a deposit in the event the motor vehicle purchaser canceled or breached the vehicle sales contract.

140. Defendants violated Section 301.4(a)(4) of the Auto Regulations by declaring vehicle deposits are non-refundable in a conflicting manner and without the purchaser's initialed assent to the same. 37 Pa. Code § 301.4(a)(4).

141. Defendants violated Section 301.4(a)(6)(ii) of the Auto Regulations by failing to promptly refund the full amount of a purchaser deposit, in at least two (2) instances, when the contract was conditioned upon the purchaser obtaining financing of their choice and the purchaser could not obtain the financing after exerting reasonable efforts to do so. 37 Pa. Code § 301.4(a)(6)(ii).

142. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

143. The aforesaid 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 Section 201-2 of said Law, including without limitation, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

144. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

145. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;

B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT V – VIOLATIONS OF AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Use of Non-Compliant Written Vehicle Purchase Agreements)

146. The preceding paragraphs are incorporated herein as though fully set forth below.

147. Section 301.4(a)(2) of the Auto Regulations declares it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to use 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, among of information:

a. A description of the purchased vehicle as either ''new'' or ''used'';

b. The make, model, year and vehicle identification number of a trade-in vehicle;

c. The total contract price, including an itemized list of charges for repairs, services, dealer-installed optional accessories and documentary preparation which are not included in the purchase price;

d. A list of conditions precedent to the dealer's acceptance of the contract set forth in a clear and conspicuous manner as well as a statement that the purchaser may cancel the contract at any time until the conditions are met; and

e. A brief statement of an express warranty, such as ''Manufacturer's limited warranty'' or ''Our own 90-day full warranty,'' and the place where a full copy of the written warranty may be obtained.

37 Pa. Code § 301.4(a)(2).

148. In connection with the sale of numerous motor vehicles, Defendants utilized written vehicle purchase agreements that did not:

a. Identify if the sold motor vehicle was "new" or "used";

b. Set forth the make, model, year and vehicle identification number of a trade-in vehicle;

c. Identify if the vehicle was sold "As Is," with a "Dealer Warranty," or with a third-party vehicle service contract;

d. Include a brief statement of any express warranty or third-party vehicle service contract included with the vehicle purchase;

e. Set forth information about where a full copy of the written warranty or contract may be obtained; and/or

f. Include notice of the buyer's right to cancel the contract until it was signed by an authorized dealer representative.

See, e.g., Exhibits F-1, H-1, I-1, J-1, K-1, L-1, M-1, N-1, O-1.

149. Defendants have violated the Auto Regulations by using a written or printed contract form agreement that fails to specify all information required by Section 301.4(a)(2) of the Auto Regulations. 37 Pa. Code § 301.4(a)(2).

150. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

151. The aforesaid 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 Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 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, in violation of

Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

c. Representing that goods or services have a 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v); and

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

152. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

153. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

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

B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law and the Auto Regulations;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT VI – VIOLATIONS OF AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive Warranty-Pricing Nondisclosures)

154. The preceding paragraphs are incorporated herein as though fully set forth below.

155. Section 301.2(6) of the Auto Regulations declares it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to make 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. 37 Pa. Code § 301.2(6).

156. In numerous instances, Defendants have marketed, advertised, offered for sale, and sold used motor vehicles with the inclusion of a "warranty."

157. Although not disclosed in Defendants' advertisements and sales presentations, the purchase of Defendants' "warranty" is optional.

158. In numerous instances, Defendants failed to disclose on their advertisements and sales presentations, including, but not limited, their business website and sales contracts, the price or specific dollar amount of any warranty included with the sale of a motor vehicle. *See, e.g.*, Exhibits F-1, H-1, I-1, J-1, K-1, L-1, M-1, N-1, O-1.

159. Defendants violated Section 301.2(6) of the Auto Regulations by making a representation or statement of fact in an advertisement or sales presentation that Defendants knew or should have known is false and/or misleading. 37 Pa. Code § 301.2(6).

160. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

161. The aforesaid 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 Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 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, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

c. Representing that goods or services have a 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

162. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

163. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;

B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT VII – VIOLATIONS OF AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Failure to Provide Written Warranty to Consumers at the Time of Sale)

164. The preceding paragraphs are incorporated herein as though fully set forth below.

165. Section 301.4(a)(3) of the Auto Regulations declares it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to fail to provide a purchaser, at no additional charge, an exact copy of each document required by law to be provided including, but not limited to any warranty and other documents in which legal obligations are imposed on the buyer. 37 Pa. Code § 301.4(a)(3).

166. In at least four instances, Defendants failed to provide vehicle purchasers at the time of sale, at no additional charge, an exact copy of any written warranty included with the vehicle purchase.

167. With respect to Paragraphs 166, above, specific examples of Defendants' conduct are the consumer examples set forth at Paragraphs 70(c), 70(d), 70(g), 70(i), all of which alleging that the respective consumers were not provided a copy of any written warranty at the time of sale.

168. Defendants violated Section 301.4(a)(3) of the Auto Regulations by failing provide a purchaser at the time of sale, at no additional charge, an exact copy of any written warranty. 37 Pa. Code § 301.4(a)(3).

169. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

170. The aforesaid 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 Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 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, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

c. Representing that goods or services have a 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

171. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

172. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;

B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT VIII – VIOLATIONS OF AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive Warranty Advertisements)

173. The preceding paragraphs are incorporated herein as though fully set forth below.

174. Section 301.2(24) of the Auto Regulations declares it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to advertise or present for sale a motor vehicle "in which a warranty or guaranty is referred to or offered unless the dealer complies with all requirements of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act (15 U.S.C.A. § § 2301—2312) and 16 CFR Parts 700—703 (relating to rules, regulations, statements and interpretations under the Magnuson-Moss Warranty Act)." 37 Pa. Code § 301.2(24).

175. The MMWA and its promulgated regulations, in turn, require that the seller of a consumer product with a written warranty shall make a text of the warranty readily available for examination by the prospective buyer by:

a. Displaying it in close proximity to the warranted product;

b. Furnishing it upon request prior to sale and placing signs reasonably calculated to elicit the prospective buyer's attention in prominent locations in the store or department advising such prospective buyers of the availability of warranties upon request; or

c. May provide the warranty terms in an accessible digital format on the warrantor's Internet Web site.

16 C.F.R. § 702.3(a), (b)(2).

176. The MMWA and its promulgated regulations further require that any warrantor warranting to a consumer by means of a written warranty a consumer product actually costing the consumer more than $15.00 shall clearly and conspicuously disclose in a single document in simple and readily understood language, the following items of information:

a. Whether the warranty is a "full" or "limited" warranty;

b. The identity of the party or parties to whom the written warranty is extended, if the enforceability of the written warranty is limited to the original consumer purchaser or is otherwise limited to persons other than every consumer owner during the term of the warranty;

c. A clear description and identification of products, or parts, or characteristics, or components or properties covered by and where necessary for clarification, excluded from the warranty;

d. A statement of what the warrantor will do in the event of a defect, malfunction or failure to conform with the written warranty, including the items or services the warrantor will pay for or provide, and, where necessary for clarification, those which the warrantor will not pay for or provide;

e. The point in time or event on which the warranty term commences, if different from the purchase date, and the time period or other measurement of warranty duration;

f. A step-by-step explanation of the procedure which the consumer should follow in order to obtain performance of any warranty obligation, including the persons or class of persons authorized to perform warranty obligations. This includes the name(s) of the warrantor(s), together with: The mailing address(es) of the warrantor(s), and/or the name or title and the address of any employee or department of the warrantor responsible for the performance of warranty obligations, and/or a telephone number which consumers may use without charge to obtain information on warranty performance;

g. Information respecting the availability of any informal dispute settlement mechanism elected by the warrantor in compliance with part 703 of this subchapter;

h. Any limitations on the duration of implied warranties, disclosed on the face of the warranty as provided in section 108 of the Act, 15 U.S.C. 2308, accompanied by the following statement: "Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.";

i. Any exclusions of or limitations on relief such as incidental or consequential damages, accompanied by the following statement, which may be combined with the statement: "Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.";

j. A statement in the following language: "This warranty gives you specific legal rights, and you may also have other rights which vary from State to State."

16 C.F.R. § 700.6 and § 701.3.

177. The MMWA additionally prohibits a motor vehicle dealership or salesperson from disclaiming or modifying any implied warranty covering a motor vehicle, if the dealership or salesperson makes any written warranty to the consumer with respect to the product, or if the supplier enters into a service contract with the consumer at the time of sale, or within 90 days thereafter. 15 U.S.C. § 2308(a).

178. At all times relevant and material hereto, Defendants have advertised or have presented for sale motor vehicles in which a warranty or guaranty is referred to or offered, but Defendants, in violation of the MMWA, did not make the text of the warranty readily available for examination by the prospective buyer by:

a. Displaying it in close proximity to the warranted product;

b. Furnishing it upon request prior to sale and placing signs reasonably calculated to elicit the prospective buyer's attention in prominent locations in the store or department advising such prospective buyers of the availability of warranties upon request; or

c. Providing the warranty terms in an accessible digital format on Defendants' business website.

See, e.g., Exhibits A-1, B-3, C, D, E, J-2.

179. As set forth above at Paragraphs 70(c), 70(d), 70(g), 70(i), in at least four instances, Defendants have also advertised and presented for sale motor vehicles in which a warranty or guaranty is referred to or offered, but Defendants, in violation of the MMWA, did not provide the consumer with a written copy of the warranty or otherwise clearly and conspicuously disclose on a single document:

a. Whether the warranty is a "full" or "limited" warranty;

b. If the enforceability of the written warranty is limited to the original consumer purchaser or is otherwise limited to persons other than every consumer owner during the term of the warranty;

c. A clear description and identification of products, or parts, or characteristics, or components or properties covered by and where necessary for clarification, excluded from the warranty;

d. A statement of what the warrantor will do in the event of a defect, malfunction or failure to conform with the written warranty, including the items or services the warrantor will pay for or provide, and, where necessary for clarification, those which the warrantor will not pay for or provide;

e. The time period or other measurement of warranty duration;

f. A step-by-step explanation of the procedure which the consumer should follow in order to obtain performance of any warranty obligation, including the persons or class of persons authorized to perform warranty obligations;

g. Any limitations on the duration of implied warranties, disclosed on the face of the warranty, accompanied by the following statement, "Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you."; and

h. A statement in the following language, "This warranty gives you specific legal rights, and you may also have other rights which vary from State to State."

180. As set forth above at Paragraphs 70(b) through (j), in numerous instances, Defendants also violated the MMWA by attempting to disclaim or modify any implied warranty covering a motor vehicle after they have made a written warranty with respect to the vehicle or entered into a service contract for the vehicle at the time of sale. 15 U.S.C. § 2308(a).

181. Defendants have violated Section 301.2(24) of the Auto Regulations by advertising and/or presenting for sale motor vehicles in which a warranty or guaranty is referred to or offered, as Defendants have failed to comply with all requirements of MMWA and its promulgated regulations. 37 Pa. Code § 301.2(24).

182. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

183. The aforesaid 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 Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 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, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

c. Representing that goods or services have a 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v); and

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

184. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

185. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

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

B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law and the Auto Regulations;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand

dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT IX – VIOLATIONS OF
AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Failure to Transfer Clear Title to Vehicle Purchasers)

186. The preceding paragraphs are incorporated herein as though fully set forth below.

187. Section 301.4(a)(10) of the Auto Regulations declares it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to fail to forward to the proper Commonwealth agency amounts and forms tendered by a purchaser, such as sales tax and transfer and registration fees, within the time prescribed by law.

188. Section 1103.1(d) of the Vehicle Code provides that a motor vehicle dealer shall mail or deliver to the Department of Transportation with twenty (20) days of the date of the vehicle purchase a consumer's application for certificate of title. 75 Pa.C.S. § 1103.1(d).

189. As set forth above at Paragraphs 64, in connection with the sale of one motor vehicle, Corporate Defendant has pleaded guilty to violating 75 Pa.C.S. § 1103.1(d) by failing to mail or deliver to the Department of Transportation with twenty (20) days of the date of the vehicle

purchase a consumer's application for certificate of title. *See* Allegheny Traffic Docket No. MJ-05204-TR-0000495-2021.

190. Corporate Defendants admitted failure to forward the consumer's application to the Department of Transportation constitutes a violation of Section 301.4(a)(10) of the Auto Regulations. 37 Pa. Code § 301.4(a)(10).

191. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

192. The aforesaid 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 Section 201-2 of said Law, including without limitation, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

193. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

194. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

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

B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law and the Auto Regulations;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT X – VIOLATIONS OF AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive Odometer Representations)

195. The preceding paragraphs are incorporated herein as though fully set forth below.

196. Section 301.2(4) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to fail or refuse to sell a motor vehicle or other goods or services under terms or conditions, including price or warranty, which a motor vehicle manufacturer or dealer or repair shop has advertised or otherwise represented. 37 Pa. Code § 301.2(4).

197. Section 301.2(5) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to represent 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 under the Auto Regulations. 37 Pa. Code § 301.2(5).

198. In connection with the advertising and offering for sale of numerous motor vehicles through Defendants' JK Marketplace Listings, Defendants misrepresented the actual odometer reading of the advertised vehicles.

199. As set forth above at Paragraphs 70(f) and 70(g), in connection with the sale of at least two motor vehicles, Defendants provided conflicting odometer reading representations to the vehicle purchaser at the time of sale.

200. Defendants have violated Section 301.2(4) and Section 301.2(5) of the Auto Regulations by providing conflicting and inaccurate odometer representations to consumers. 37 Pa. Code § 301.2(4) and (5).

201. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

202. The aforesaid 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 Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 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, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

c. Representing that goods or services have a 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v); and

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

203. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

204. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

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

B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law and the Auto Regulations;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or

lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT XI – VIOLATIONS OF
AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive "Loaded" and "Fully Loaded" Representations)

205. The preceding paragraphs are incorporated herein as though fully set forth below.

206. Section 301.2(10) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to use such terms as ''standard factory equipment'' or ''fully equipped'' or words of similar meaning. 37 Pa. Code § 301.2(10).

207. In connection with the advertisement, offering for sale, and sale of numerous motor vehicles, Defendants have used the terms "loaded" or "fully loaded" to describe the respective motor vehicle. *See, e.g.*, Exhibits B-3, C, J-2.

208. Defendants have violated 301.2(10) of the Auto Regulations by using the terms "loaded" or "fully loaded," as they are words of similar meaning to the term "fully equipped." 37 Pa. Code § 301.2(4) and (5).

209. A violation of the Auto Regulations constitutes a violation of the Consumer Protection Law. 73 P.S. § 201-3.1.

210. The aforesaid 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 Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 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, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);

c. Representing that goods or services have a 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, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v); and

d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

211. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

212. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer unless the acts and practices complained of herein are permanently enjoined.

PRAYER FOR RELIEF

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

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

B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Consumer Protection Law and the Auto Regulations;

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

G. Granting such other relief as the Court deems necessary.

COUNT XII – VIOLATIONS OF CONSUMER PROTECTION LAW

(Defendants' Use of a Nonregistered Fictitious Name)

213. The preceding paragraphs are incorporated herein as though fully set forth below.

214. Defendants advertised, marketed, offered for sale, and sold motor vehicles using the fictitious names "RP Sells Cars."

215. Defendants failed to register the fictitious name "RP Sells Cars" with the Pennsylvania Department of State, Corporation Bureau, as required by Section 303(b) of the Pennsylvania *Fictitious Names Act*, 54 Pa.C.S. § 303(b).

216. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law; and

b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law.

73 P.S. § 201-3 and § 201-2(4), (ii) and (xxi).

217. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

PRAYER FOR RELIEF

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

A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;

B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;

C. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars ($1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars ($3,000.00) for each such violation involving a victim age sixty (60) or older;

D. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;

E. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and

F. Granting such other relief as the Court deems necessary.

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Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 7/21/2022

By: Kevin Green

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA By ATTORNEY GENERAL JOSH SHAPIRO, *Plaintiff*, v. WPK HOLDINGS CO. d/b/a JK MOTOR CARS LLC a/d/b/a JK MOTOR CARS a/d/b/a RP SELLS CARS, and JAISON KELLY, Individually and as Managing Member of WPK Holdings Co., *Defendants*.	CIVIL DIVISION Code 020 - Equity No. _____ **COMPLAINT**

VERIFICATION

I, Joseph Grecek, hereby state that I am a Consumer Protection Agent for the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Pittsburgh Regional Office, and I am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing *Complaint* are true and correct to the best of my knowledge or information and belief.

I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Date: 7/21/2022

By: _____
Joseph Grecek
Consumer Protection Agent

EXHIBIT A-1

We want your vehicle! Get the best value for your trade-in!

JK MOTOR CARS

(412) 252-2871

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JK CERTIFIED PROGRAM

JK Motorcars is proud to sell every vehicle JK Certified with 3 month, 3,000 mile limited powertrain warranty.

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Sitemap | Terms and Conditions | Dealer Sign-In

EXHIBIT A-2

We want your vehicle! Get the best value for your trade-in!

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TEXT US ANYTIME - (412) 252-2871

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1214 MAIN ST | PITTSBURGH, PA 15215

WELCOME TO JK MOTOR CARS

JK Motor Cars offers their customers competitively priced vehicles and service with a smile. Their friendly and experienced staff will help you find a vehicle that fits your budget and lifestyle. Call to schedule a test drive!

CONTACT US

1214 Main St
Pittsburgh, PA 15215
(412) 252-2871

Overflow inventory can be seen at 527 Seavey Rd. Pittsburg, PA 15209.

DEALERSHIP HOURS

Monday	10:30 AM - 6:00 PM
Tuesday	10:30 AM - 4:00 PM
Wednesday	10:30 AM - 4:00 PM
Thursday	10:30 AM - 6:00 PM
Friday	10:30 PM - 4:00 PM
Saturday	10:00 AM - 3:00 PM
Sunday	Closed

OTHER EVENINGS BY APPOINTMENT

FIND YOUR NEXT CAR AT JK MOTOR CARS IN PITTSBURGH, PA

FEATURED VEHICLES

2007 FORD FUSION
142,221 miles

2007 LINCOLN MKZ
152,295 miles

View All

POPULAR MAKES

BMW (2)
Chevrolet (2)
Dodge (1)
Ford (5)
Honda (1)
Hyundai (1)
Jeep (1)
Keystone (1)
Lincoln (2)
Mercedes-Benz (2)
Nissan (4)
Toyota (2)
Volvo (1)

POPULAR BODY STYLES

SUVs (11)
Sedan (8)
Hatchbacks (2)
Pickup Trucks (2)
Minivans (1)
Powersports (1)
RVs & Campers (1)

POPULAR MAKE MODELS

Ford Escape (2)
BMW 5 Series (1)
BMW X3 (1)
Chevrolet Avalanche (1)
Chevrolet Traverse (1)
Dodge Nitro (1)
Ford Edge (1)
Ford F-150 (1)
Ford Fusion (1)
Honda Insight (1)
Hyundai Entourage (1)
Jeep Grand Cherokee (1)
Lincoln MKZ (1)
Lincoln Navigator (1)
Mercedes-Benz C-Class (1)
Mercedes-Benz E-Class (1)
Nissan Pathfinder (1)
Nissan Sentra (1)
Nissan Versa Note (1)
Nissan Xterra (1)
Toyota Corolla (1)
Toyota RAV4 (1)
Volvo S60 (1)

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EXHIBIT B-1

Search Facebook

JK Motor Cars

@jkmotorcars · 4.1 52 reviews · Motor vehicle company

Send message

Hi! Please let us know how we can help.

Home Vehicles Reviews Videos More

Like

1214 Main St Sharpsburg, PA 15215

General

748 people like this

1,144 people follow this

81 people checked in here

Motor vehicle company · Auto Detailing Service · Car dealership

Hours

Open now
10:30 AM - 6:00 PM

Additional contact info

http://jkmotorcars.com/

(412) 252-2871

jk@jkmotorcars.com

Send message

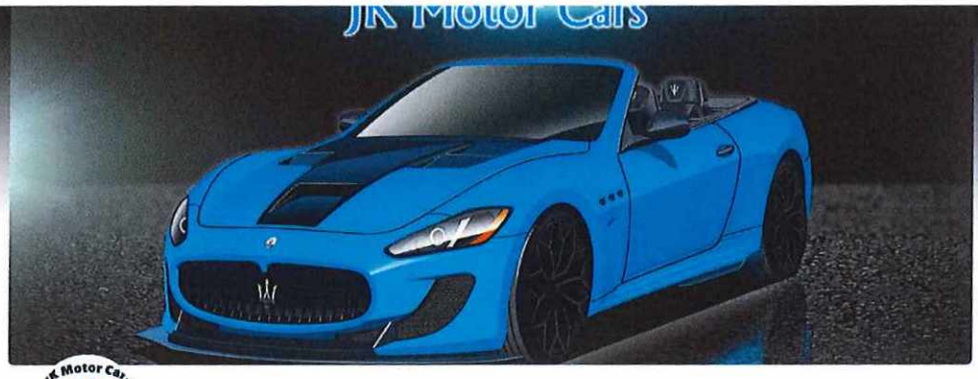
More info

About

Our mission is to sell clean, inspected, reliable cars at affordable prices. If we don't have what you need, have us locate and purchase you the perfect car.

EXHIBIT B-2

Search Facebook



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Services

Book an appointment or message to learn more.

Window tint
1 hour 30 minutes and up · 99$ and up
Message

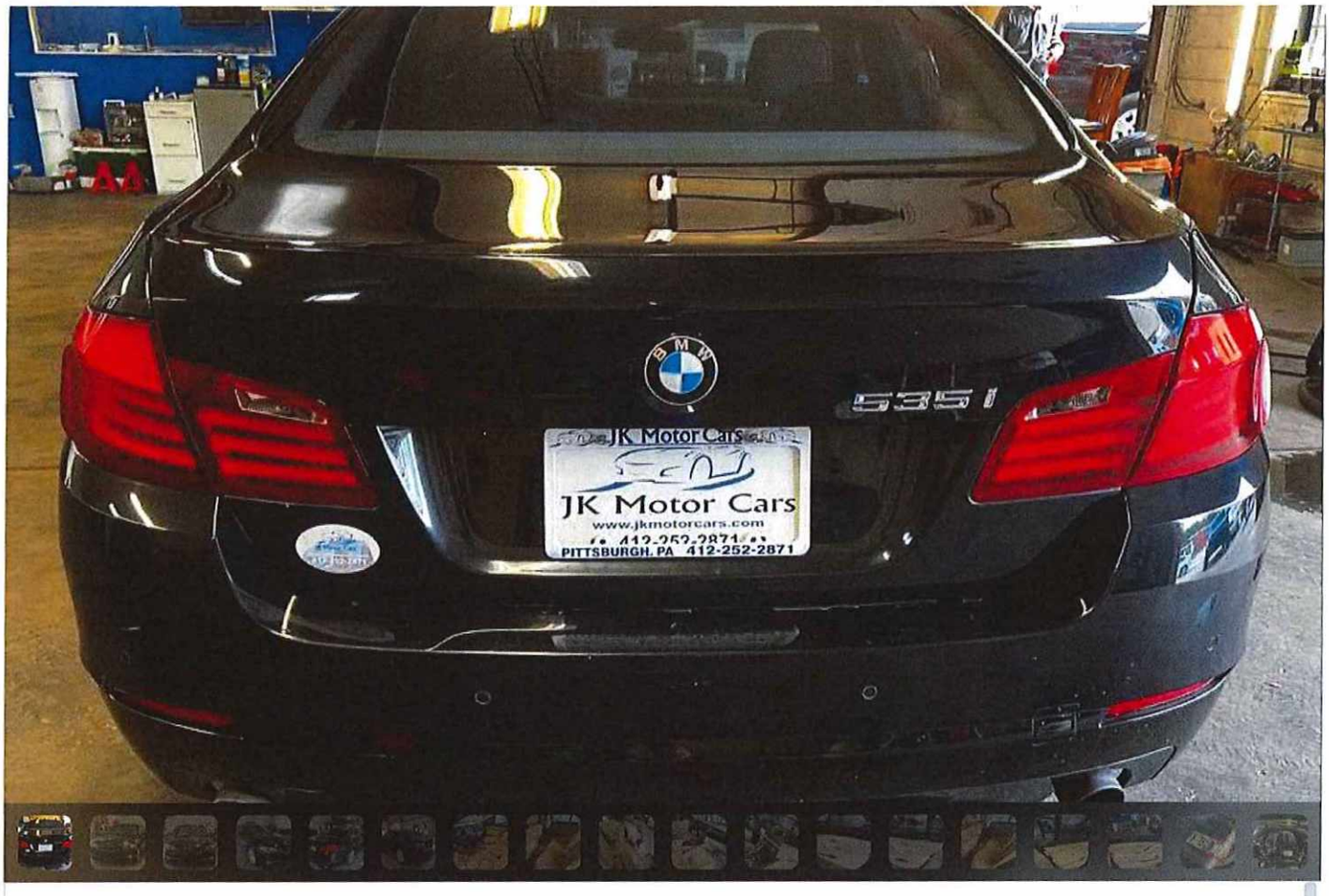
Auto detailing
1 hour and up · 99$ and up
Message

Trade ins
Duration varies
Ready for new? Need to trade. We can help
Message

Buy cars
Duration varies
Ready to sell you car! Need cash? We will buy from you at top trade dollar.
Message

Car sales
Duration varies
We sell quality reconditioned pre owned cars trucks and suvs.
Message

EXHIBIT B-3



2011 BMW series 5 535i xDrive Sedan 4D

$10,995

Dealership · Listed a week ago in Pittsburgh, PA

Send seller a message

Is this available?

Send

Save Share ···

How this price compares

Kelley Blue Book® Fair Market Range

$10,102 – $12,039

How it's calculated

About This Vehicle

Automatic transmission

Exterior color: Black · Interior color: Tan

5/5 overall NHTSA safety rating

Fuel type: Gasoline

19.0 MPG city · 29.0 MPG highway · 23.0 MPG combined

Clean title
This vehicle has no significant damage or problems.

Seller's Description

Beautiful car! This 535 xdrive sedan is loaded up and looks great! They don't call bmw the ultimate driving machine for nothing. This surely lives up to it. It's loaded with navigation, roof, back up camera , heated leather and more. Carfax is clean with great detailed service records. 127k miles. 3 month 3k mile limited powertrain warranty included at asking price. Fresh service with 7/23 p state and emissions. Text [hidden information] jkmotorcars.com 1214 main st sharpsburg **See less**

Seller Information

Jaison Kelly
(37)

Joined Facebook in 2009

Business Details

This seller says they're listing on behalf of a business.

Jk motor cars

1214 Main St
Pittsburgh, Pennsylvania 15215-2410
Get directions

(412) 252-2871

Business description Sales of clean inspected pre owned cars

Sponsored

Coastal Carolina Regional Airport- EWN
N.C.'s Coast Is Calling

EXHIBIT C

RP Sells Cars

HOME GALLERY CONTACT US FACEBOOK PAGE AND VIDEOS

Great News!

We now offer CARFAX!!!

2007 Lincoln MKZ AWD. Very clean and classy. Fully loaded. Just inspected and good till 5/23. 152k miles. $6995

2006 Toyota Camry SE. Just inspected and good till 5/23.

Fully loaded and great on gas! Only 185k miles! $5995

Sold!

Copyright © 2022 Rpsellscars - All Rights Reserved.

In Association with JK Motor Cars

EXHIBIT D

JK Motor Cars
www.jkmotorcars.com
412-252-2871

At JK Motor Cars, vehicles can be purchased two ways. Below is the way your vehicle is being purchased.

1. We offer the vehicle AS IS. You are responsible for any and all repairs large, small or regular maintenance items. No additional promises are made with the purchase.
2. We offer vehicles with an included 3rd party warranty. The vehicle is considered AS IS for anything outside of the 3rd party included warranty coverage.

JK Motor cars is NOT a mechanic shop. We do road test our cars prior to the sale and service them with 3rd parties as needed when applicable. We do our best to make sure we sell quality USED cars at great prices but can make no promises outside of the terms above.

Thank You

JK Motor Cars

EXHIBIT E

JK Motor Cars
www.jkmotorcars.com
412-252-2871

At JK Motor Cars, vehicles can be purchased two ways. Below is the way your vehicle is being purchased.

_____ I am purchasing my vehicle AS IS and understand that it is a used vehicle that has been road tested by JK Motor Cars but sold with no warranty or promises. I am responsible for any repairs moving forward whether it be major or regular maintenance.

X I am purchasing my vehicle with a LIMITED third-party dealer warranty. I understand that the car is AS IS outside of the covered parts and labor under the included warranty. JK Motor cars has road tested the car but makes no promises outside of the 3rd party warranty included with the car.

JK Motor Cars representative _____ Date 5-15-19

Purchaser X [redacted] Date 5-15-19

WPK 171

EXHIBIT F-1

BILL OF SALE

FOR A MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL

MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL DESCRIPTION

Year	Make Manufacturer	Body Type	Model	Color
2008	Jeep	SUV	Patriot	White

Certificate of Title Number	Vehicle Vessel Identification Number
	[redacted]

I/we do hereby sell or have sold and delivered the above described vehicle or vessel to:

Print Name(s) of Purchaser(s)	DL State	DL Number
[redacted]	PA	[redacted]

Address	City	State	Zip Code
[redacted]	[redacted]	PA	[redacted]

Date of Sale	Salesperson	Selling Price
11/7/2020		6995

Trade In Year Make Model	Trade In Mileage	Trade In VIN	Trade In Allowance

ODOMETER DISCLOSURE STATEMENT (REQUIRED FOR A MOTOR VEHICLE)

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

We state that this motor vehicle's ☐ 5-digit or ☐ 6-digit odometer now reads ☐ 9 6 6 9 8 .XX (no tenths) miles, date read: 11/7/2020, and we hereby certify that to the best of our knowledge the odometer reading:
☐ 1. REFLECTS THE ACTUAL MILEAGE. ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. IS NOT THE ACTUAL MILEAGE.

Affidavit (when applicable):

COSTS AND DISCOUNTS

Type	Amount	Note
Selling Price	$6,995.00	tax and plate to notary
Payment	$1,000.00	
Total	$5,995.00	

CERTIFICATION

Under penalty of perjury, I declare that I have read this document and that the facts stated in it are true.

Seller's Address	City	State	Zip Code
1214 Main St	Pittsburgh	PA	15215

Seller's Signature	Seller's Printed Name	Date
	JK Motor Cars	

Purchaser's Signature	Purchaser's Printed Name	Date
X [redacted]	[redacted]	

Co-purchaser's Signature (when applicable)	Co-purchaser's Printed Name (when applicable)	Date

This form may not satisfy your local, county, state, or federal licensing requirements. Please check with your local licensing office.

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EXHIBIT F-2

[redacted]

Guest ID:	0694014735	Year:	2008	Date/Time:	01/17/21 14:35:00
Name:	[redacted]	Make:	JEEP	Estimate #:	312838
Address:		Model:	PATRIOT	Invoice #:	225539
Address 2:		Lic No:	[redacted]	PO Number:	
City State,Zip:	[redacted]	VIN:		Unit Number:	
Home Phone:		Color:		Email Address:	[redacted]
Work Phone:		Engine:	2.4L GAS DOHC (VIN W)	Fleet/Wholesale:	N
Other Phone:		Mileage In:	97089	Est Created On:	01/17/21 09:04:44
Tax Exempt #:		Mileage Out:	97089		
Manager:	[redacted]	Inspect Due:	08/01/21		

Services Requested:
ABS SENSOR RING

Qty.	Part #	Car Loc	Description	Part	Labor	Amount

Tire Pressure Spec: Not Available **Wheel Torque:** Not Available

INCLUDED WITH EVERY VISIT

1	CI	COURTESY INSPECTION	NO CHARGE
1	SM	SCHED. MAINT. REVIEW	NO CHARGE

SERVICE

1	MEMO	COMMENTS FRONT END AND OTHER COMPONENTS TO REPLACE: LF LOWER BALL JOINT, BOTH INNER AND OUTER TIE RODS LF, RF OUTER TIE ROD, BOTH LR AND RR UCA BUSHINGS,	NO CHARGE
1	MEMO	COMMENTS REAR BUMPER BEAM ROTTED AND DAMAGED, REAR SUBFRAME BADLY RUSTED HOLES ON LEFT AND RIGHT SIDES	NO CHARGE
		TOTAL SERVICE:	0.00

MISCELLANEOUS

1	FEE	SHOP SUPPLY FEE This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.	NO CHARGE
		TOTAL MISCELLANEOUS:	0.00

***** Customer Wishes To Discard Old Parts *****

SEE NEXT PAGE

CUSTOMER COPY

[redacted]

Guest ID:	0694014735	Year:	2008	Date/Time:	01/17/21 14:35:00
Name:	[redacted]	Make:	JEEP	Estimate #:	312838
Address:		Model:	PATRIOT	Invoice #:	225539
Address 2:		Lic No:	[redacted]	PO Number:	
City,State,Zip:		VIN:		Unit Number:	
Home Phone:		Color:		Email Address:	[redacted]
Work Phone:		Engine:	2.4L GAS DOHC (VIN W)	Fleet/Wholesale:	N
Other Phone:		Mileage In:	97089	Est Created On:	01/17/21 09:04:44
Tax Exempt #:		Mileage Out:	97089		
Manager	[redacted]	Inspect Due:	08/01/21		

Services Requested:
ABS SENSOR RING

Qty.	Part #	Car Loc	Description	Part	Labor	Amount

INVOICE INVOICE [redacted] INVOICE

TECH: 029870-0.00 [redacted]

SUB TOTAL	0.00
SALES TAX	0.00
GRAND TOTAL	0.00

All parts are new unless otherwise specified. Please see reverse for warranty details.
I acknowledge that this invoice is for services rendered by [redacted] and now, in acceptance of such service, make payment in the amount set forth on this invoice. If there was an increase in the original estimated price,
I acknowledge notice and approval of such increase. X _____
Guest Signature

I certify that all repairs were properly completed. _____
Company Authorized Representative

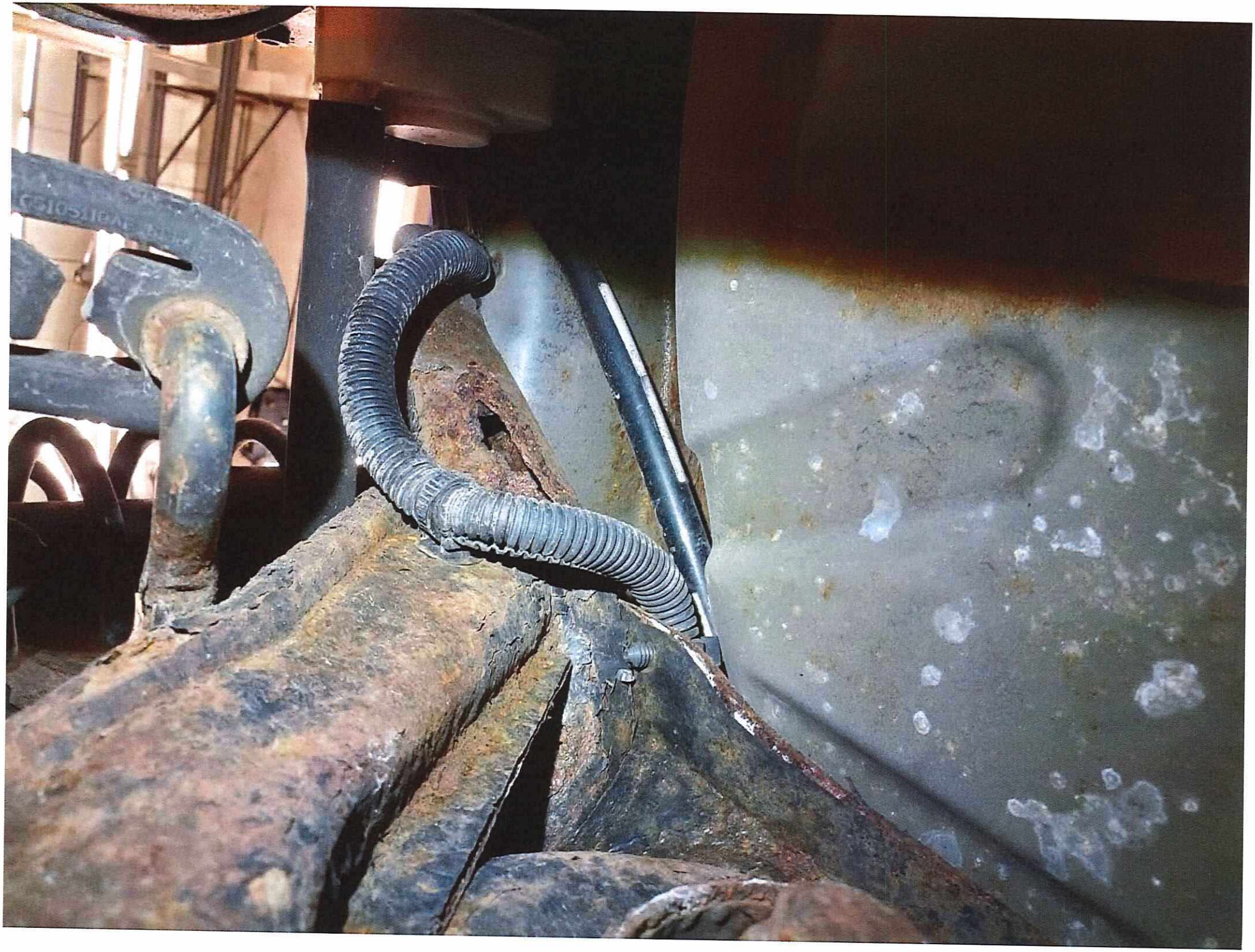
CAUTION: Owners of Mag, Custom, Alloy, or Dual Wheels must have lug-nuts retorqued after 25 miles or 24 hours!
The Company will gladly retorque these lug-nuts once after the first 25 miles at no charge. X _____
Guest Initials

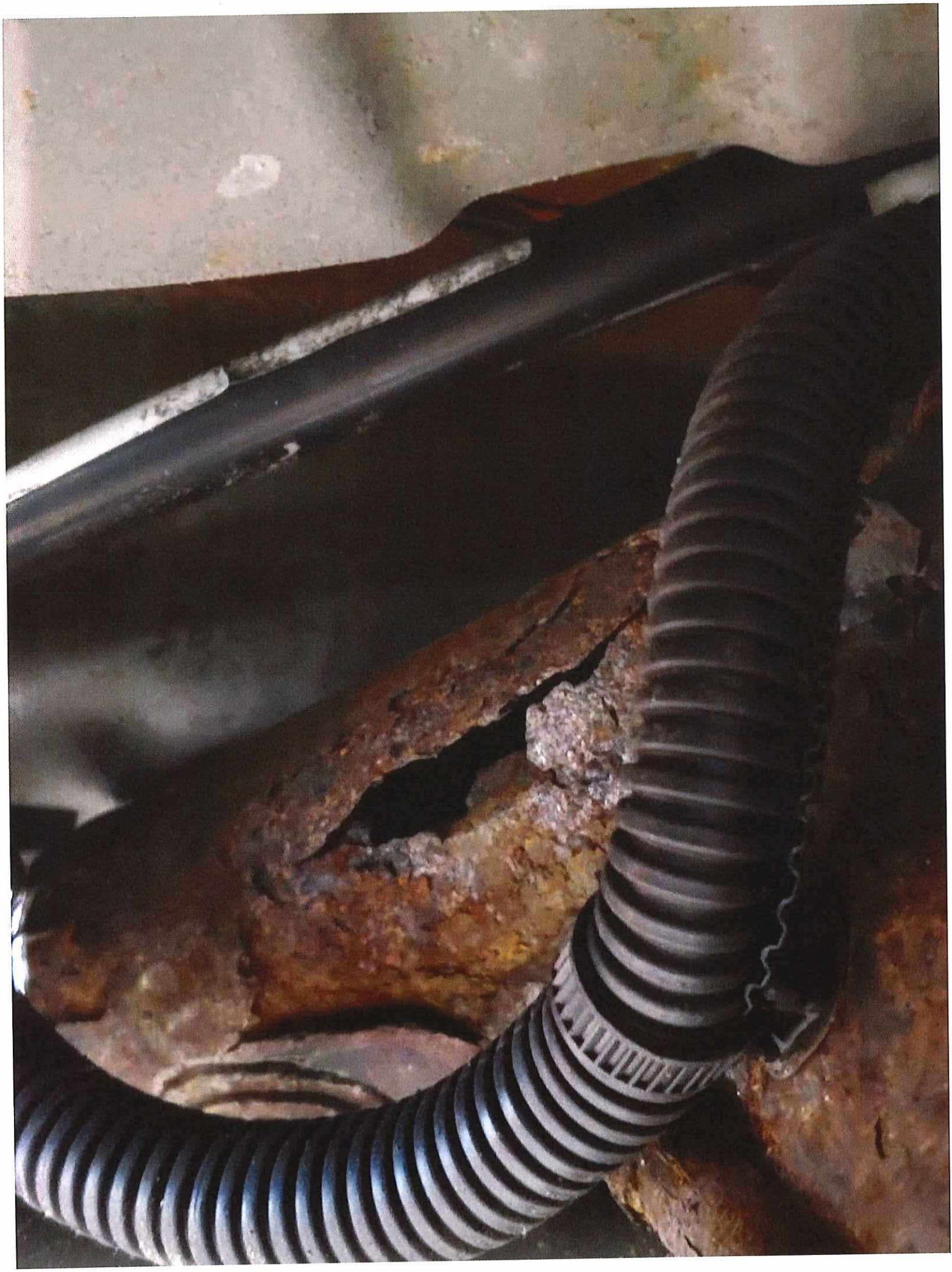
Did you have a 5-star visit today? Let us know Google Reviews facebook ★★★★★

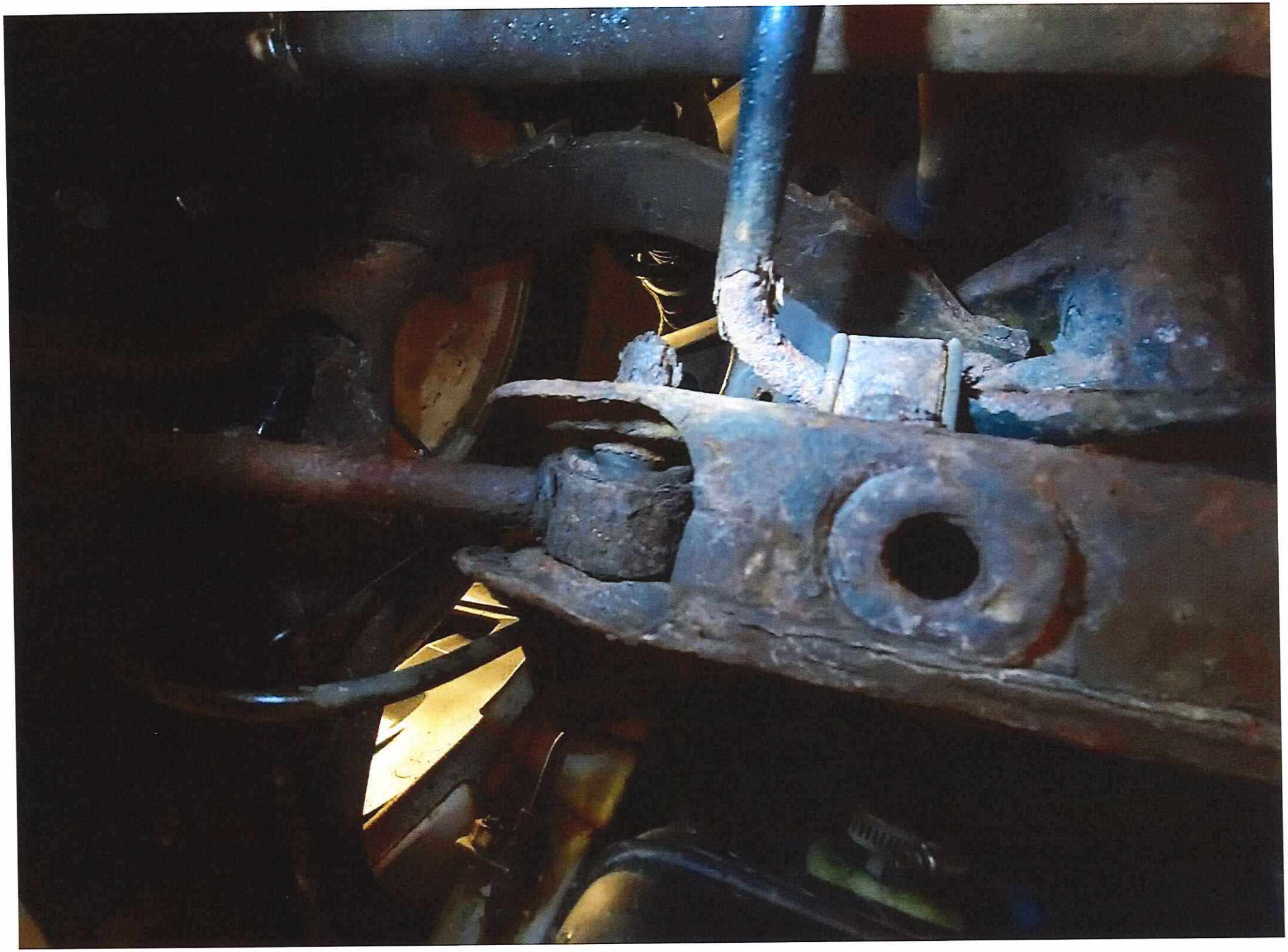
PAYMENT COLLECTED BY: [redacted]

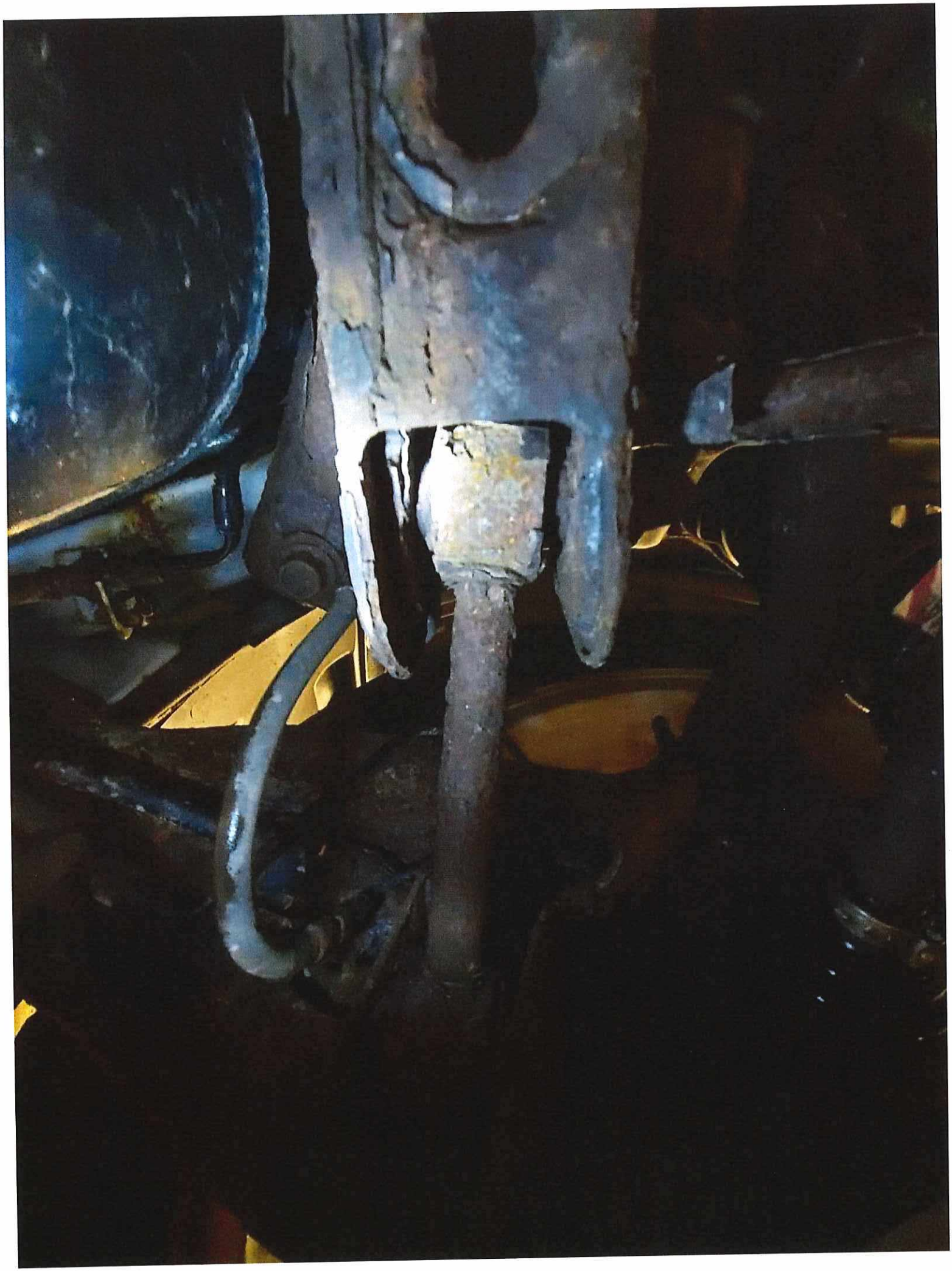
CUSTOMER COPY

EXHIBIT F-3









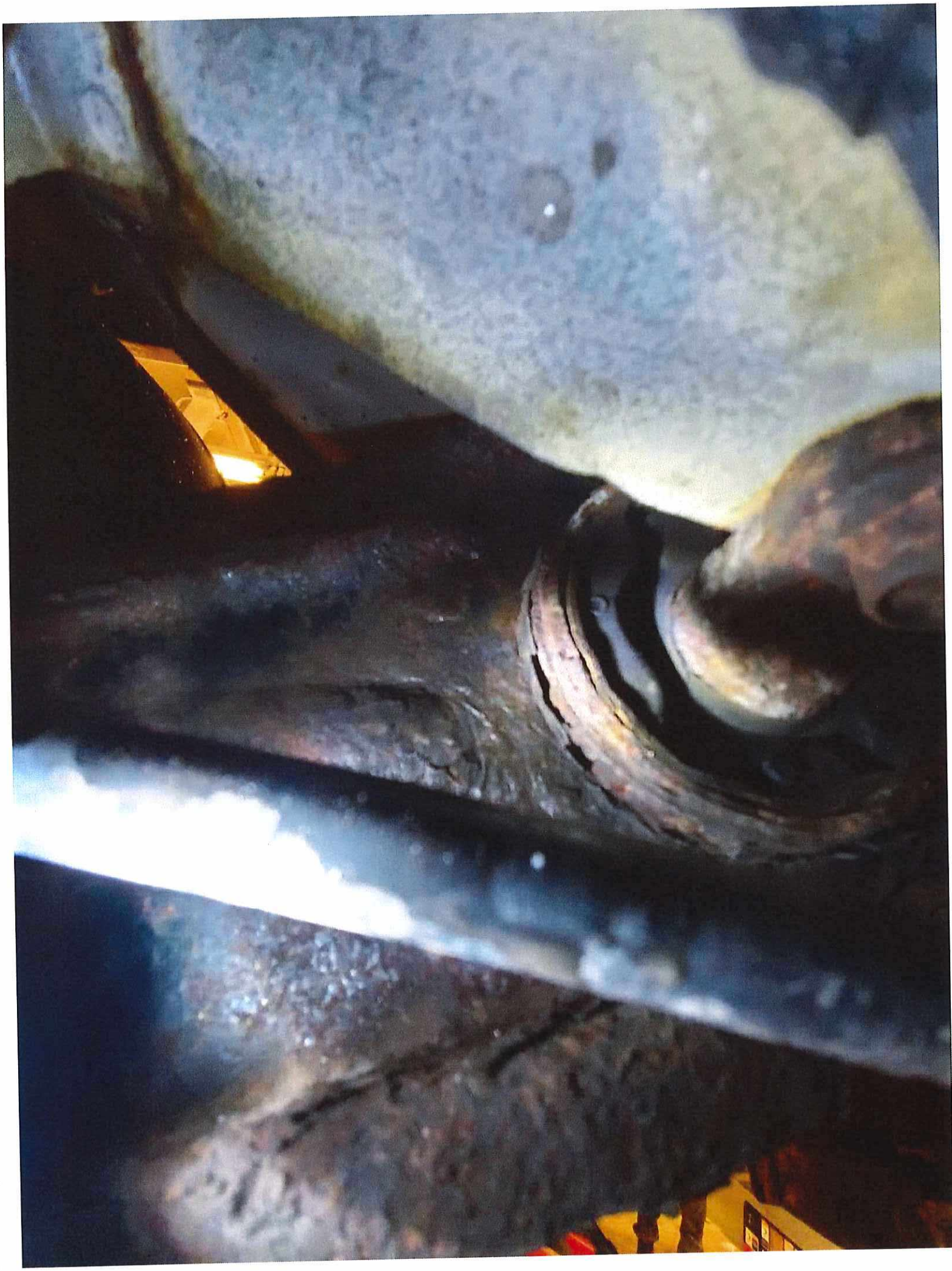
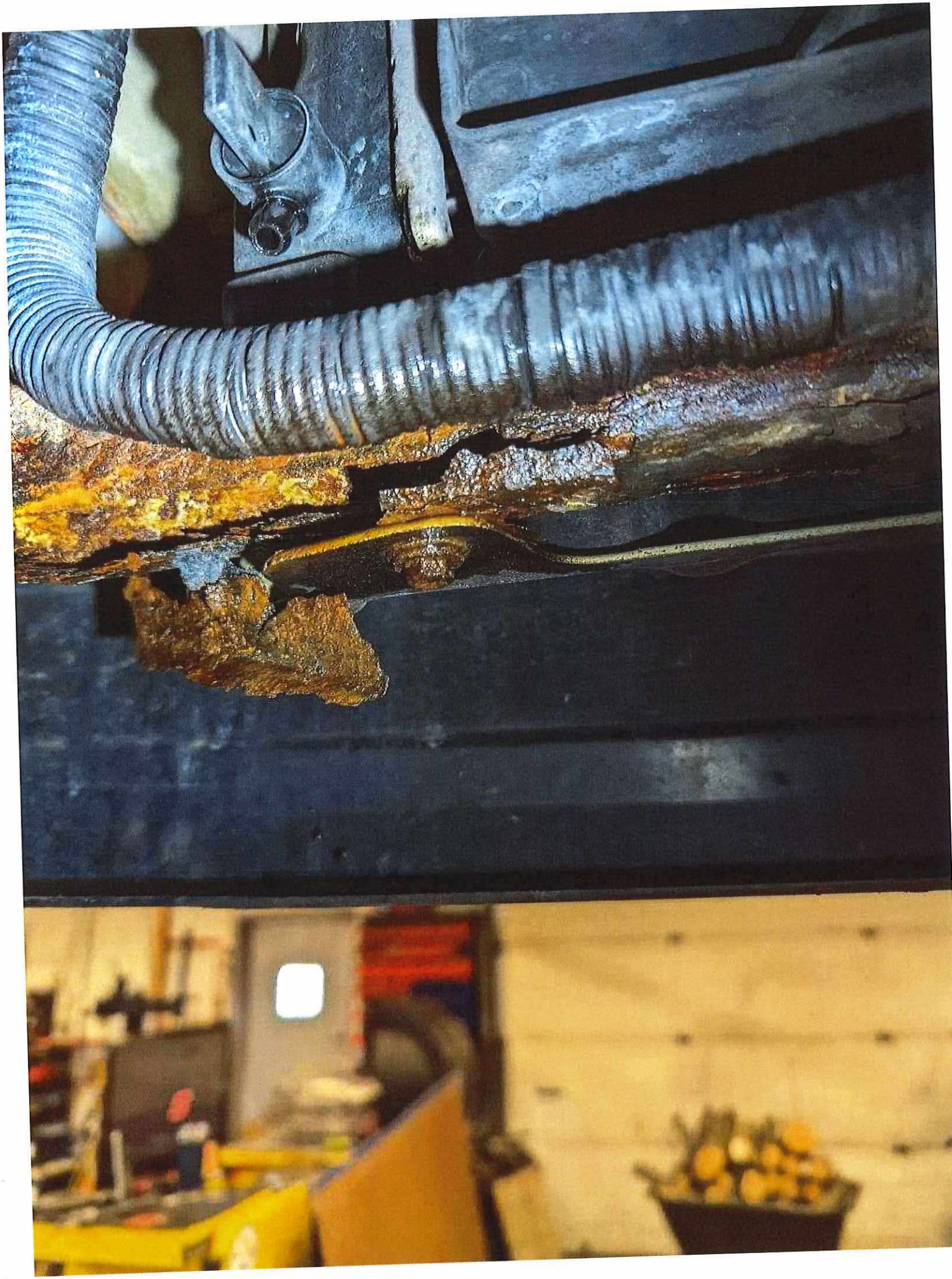
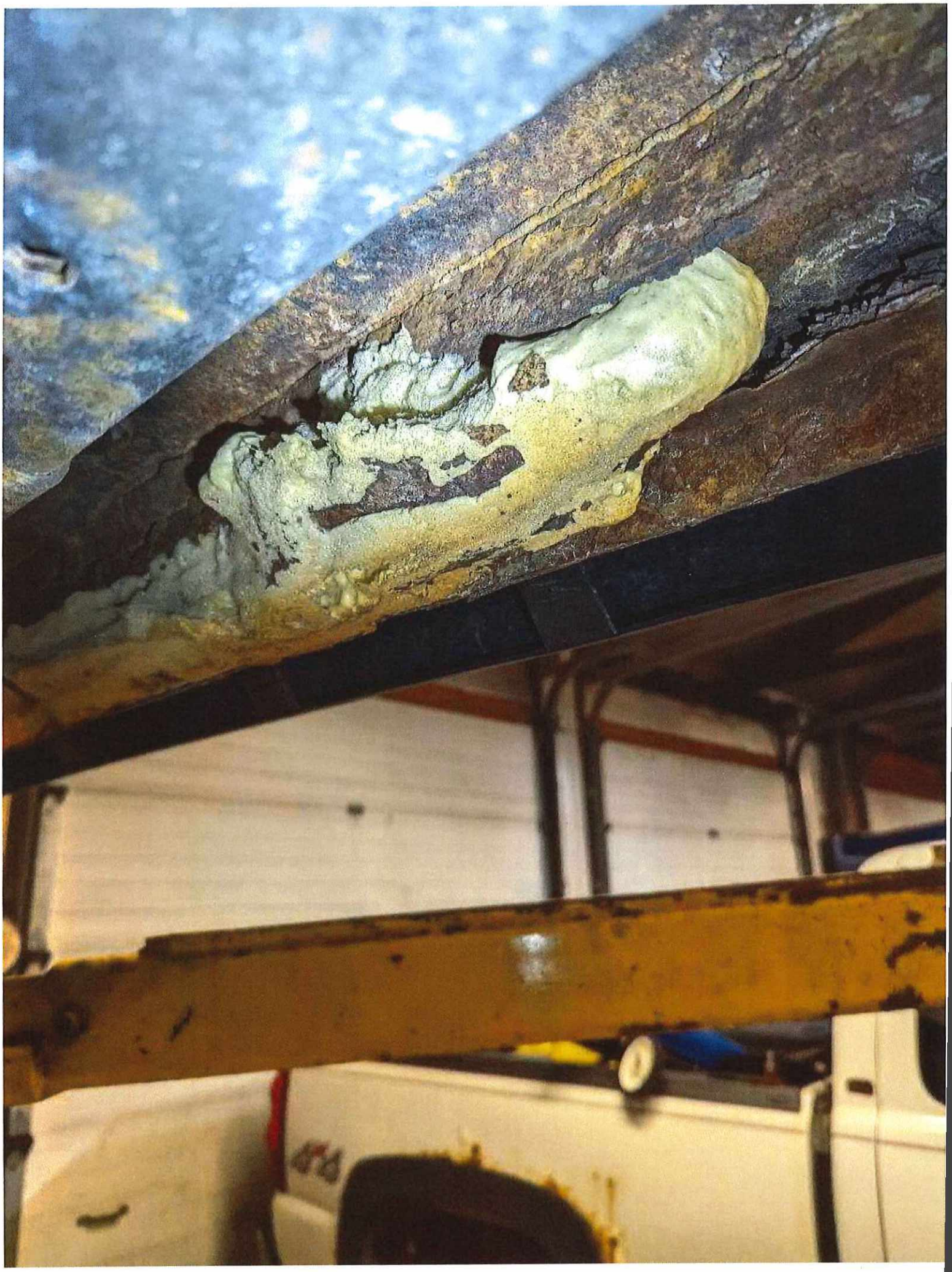
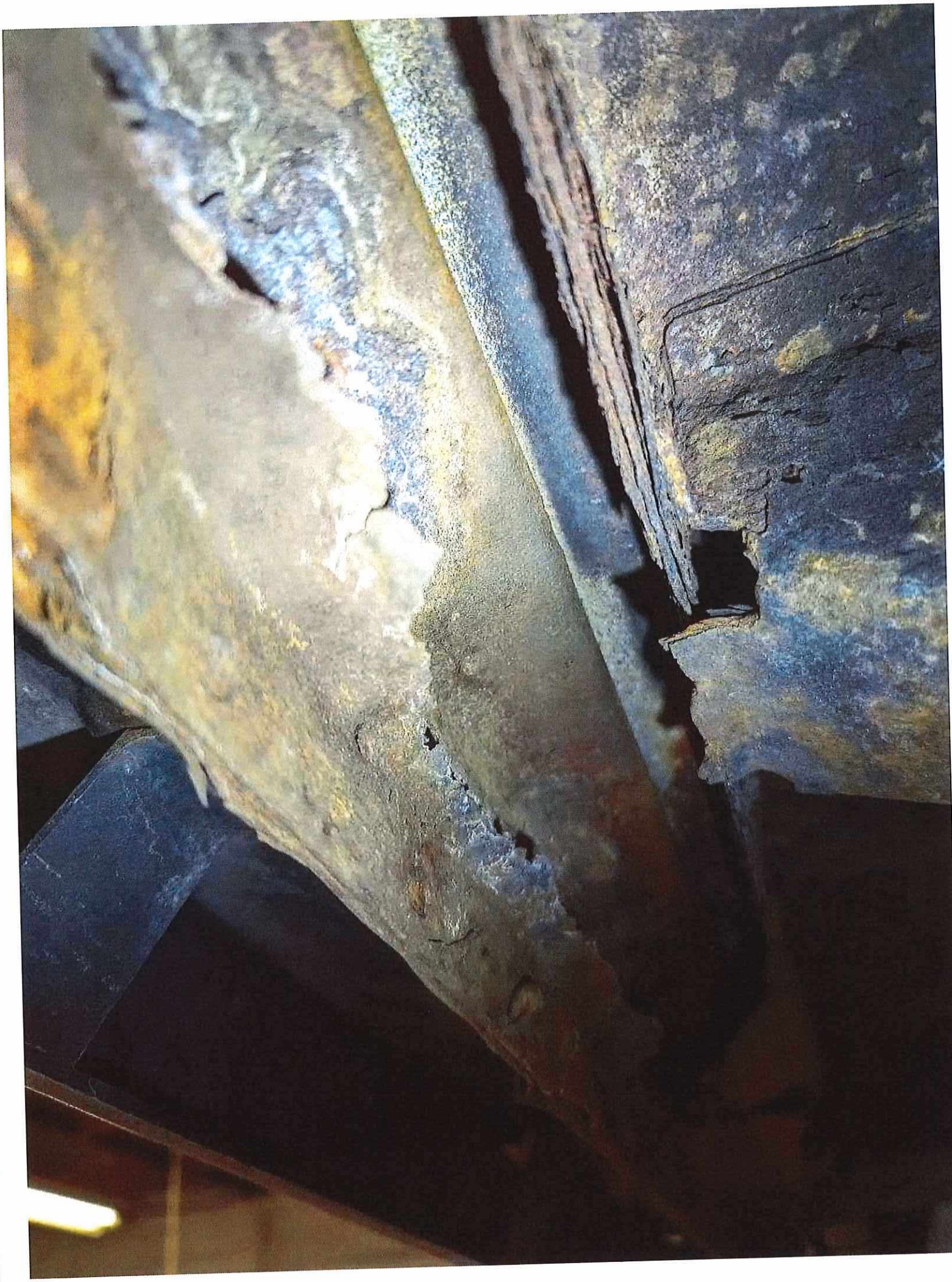
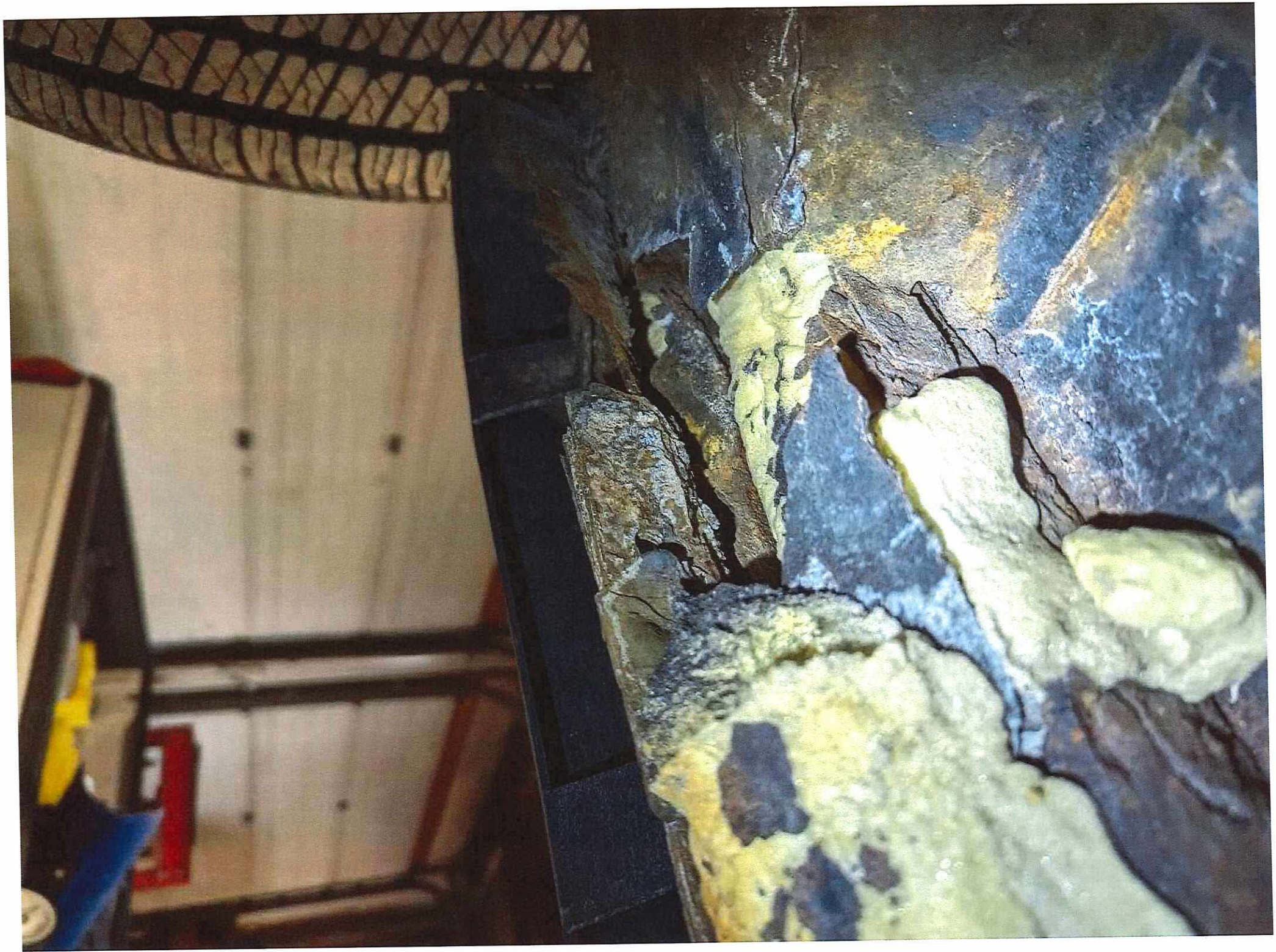


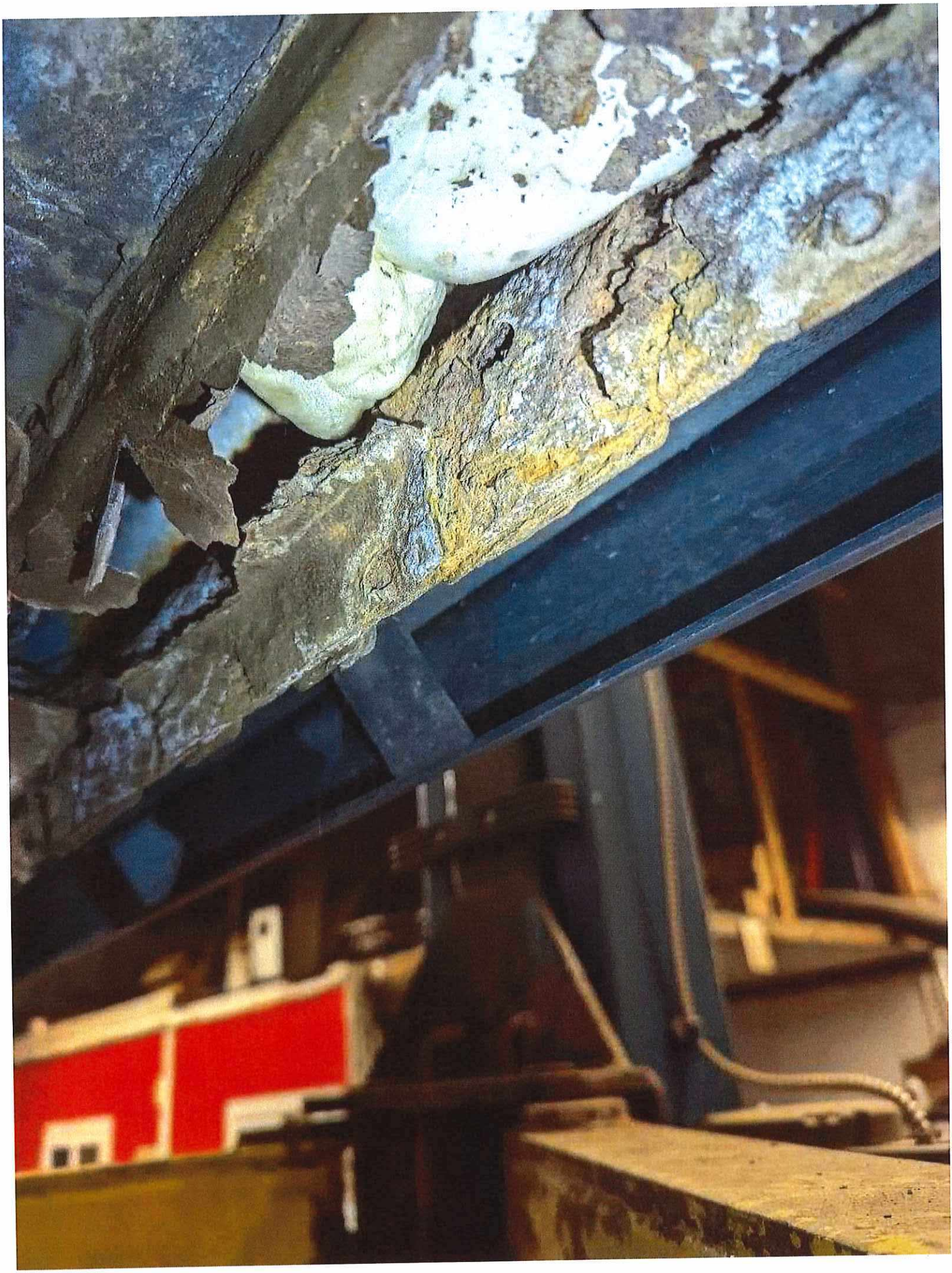
EXHIBIT G

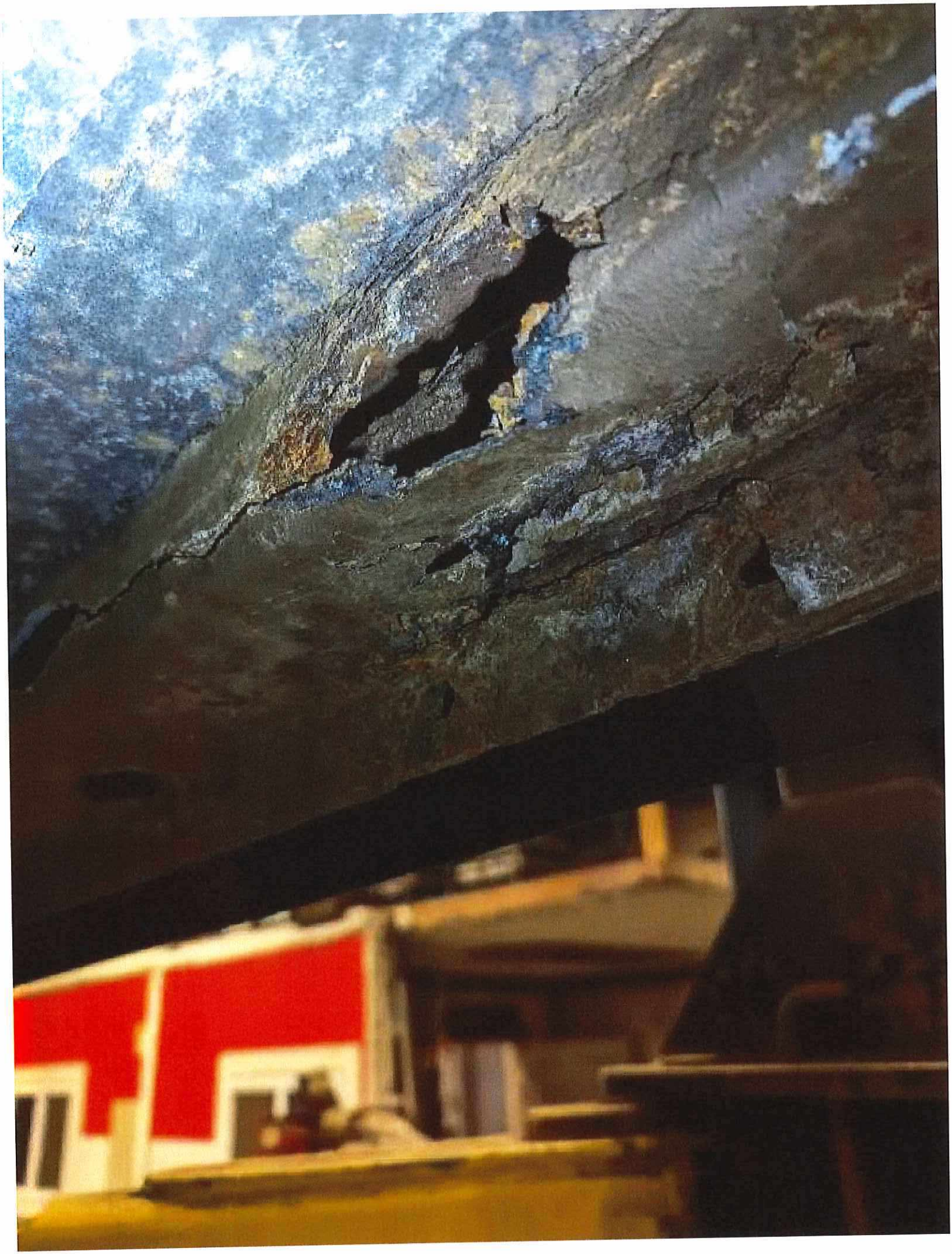


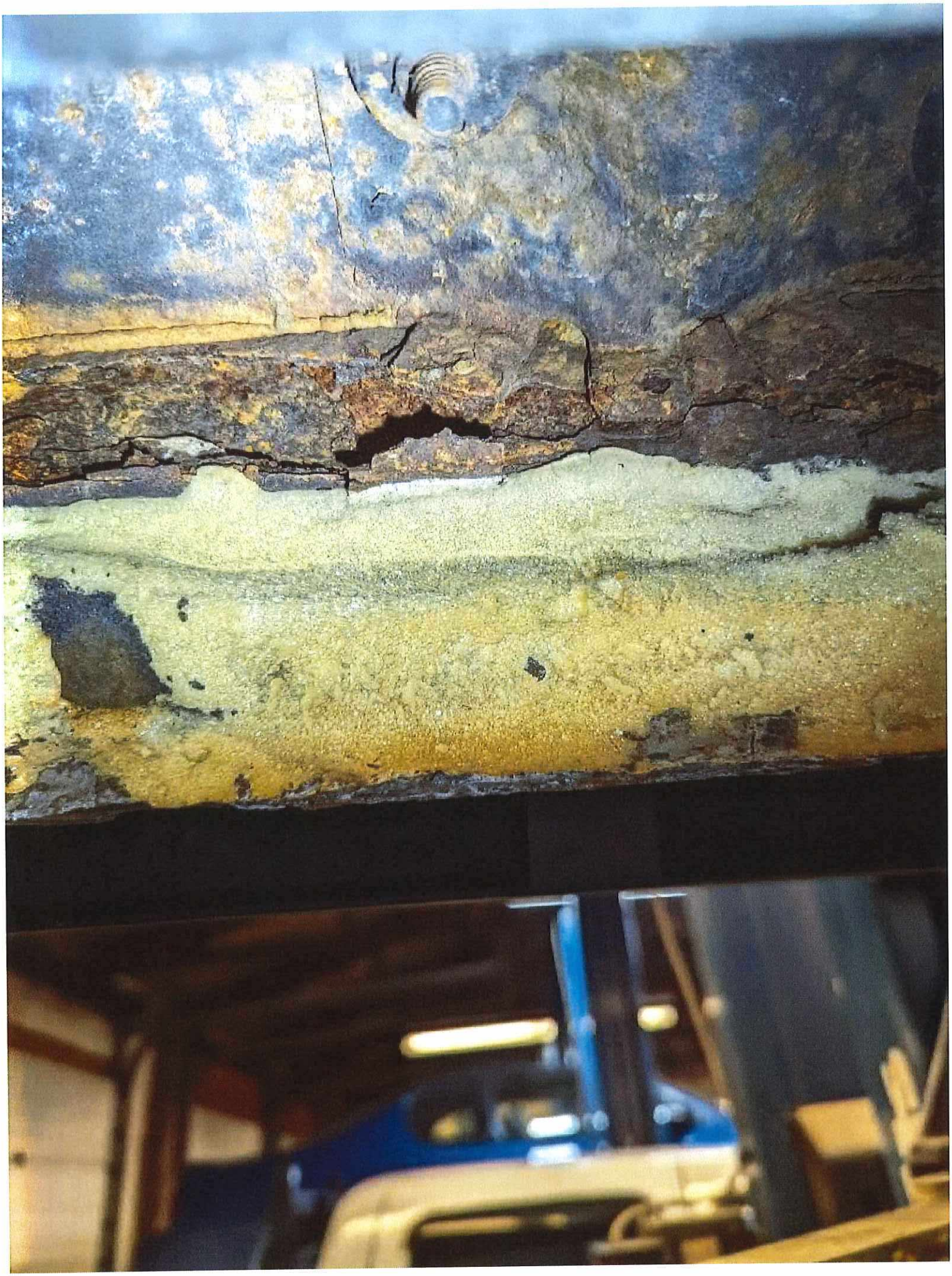


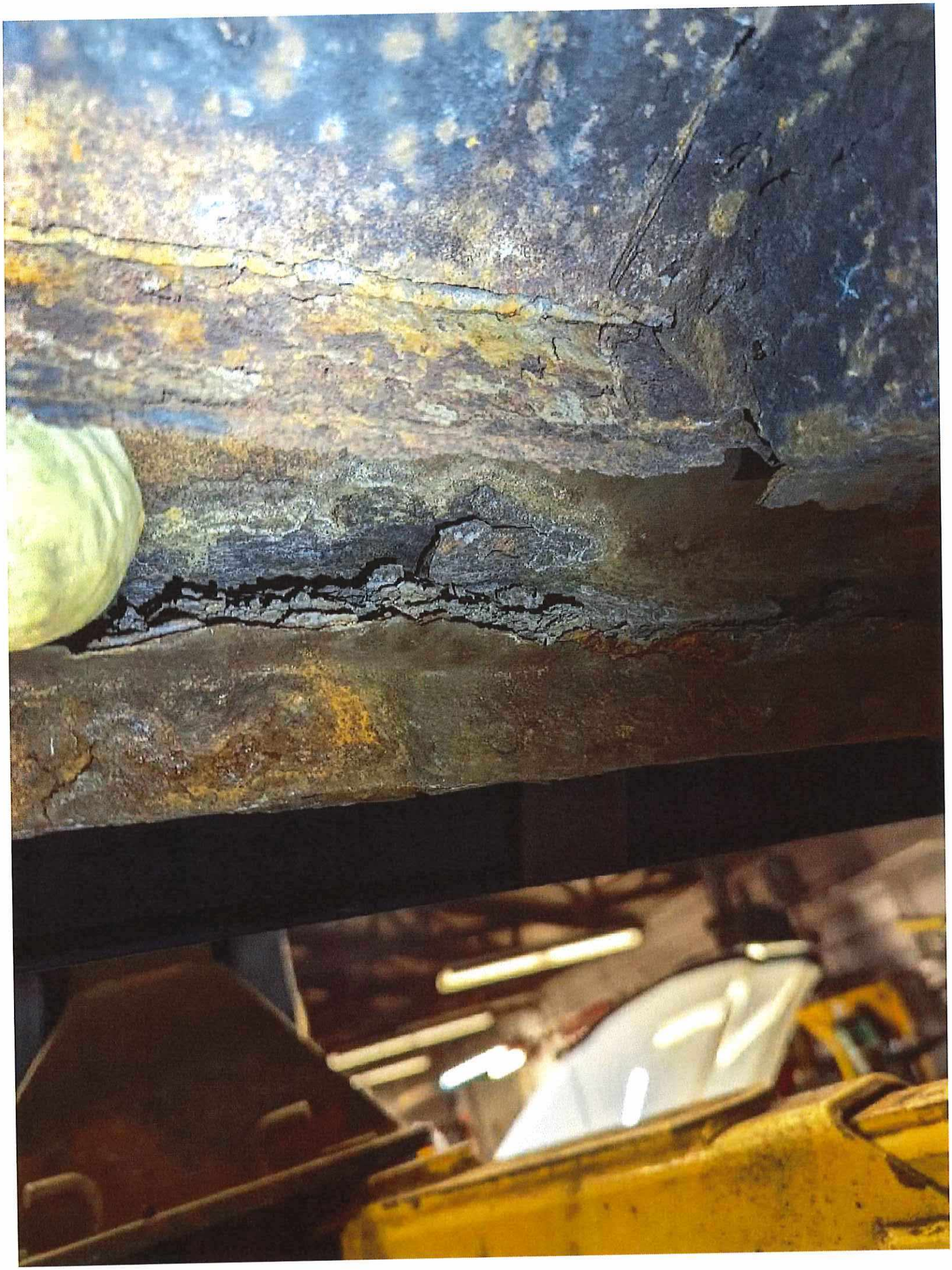


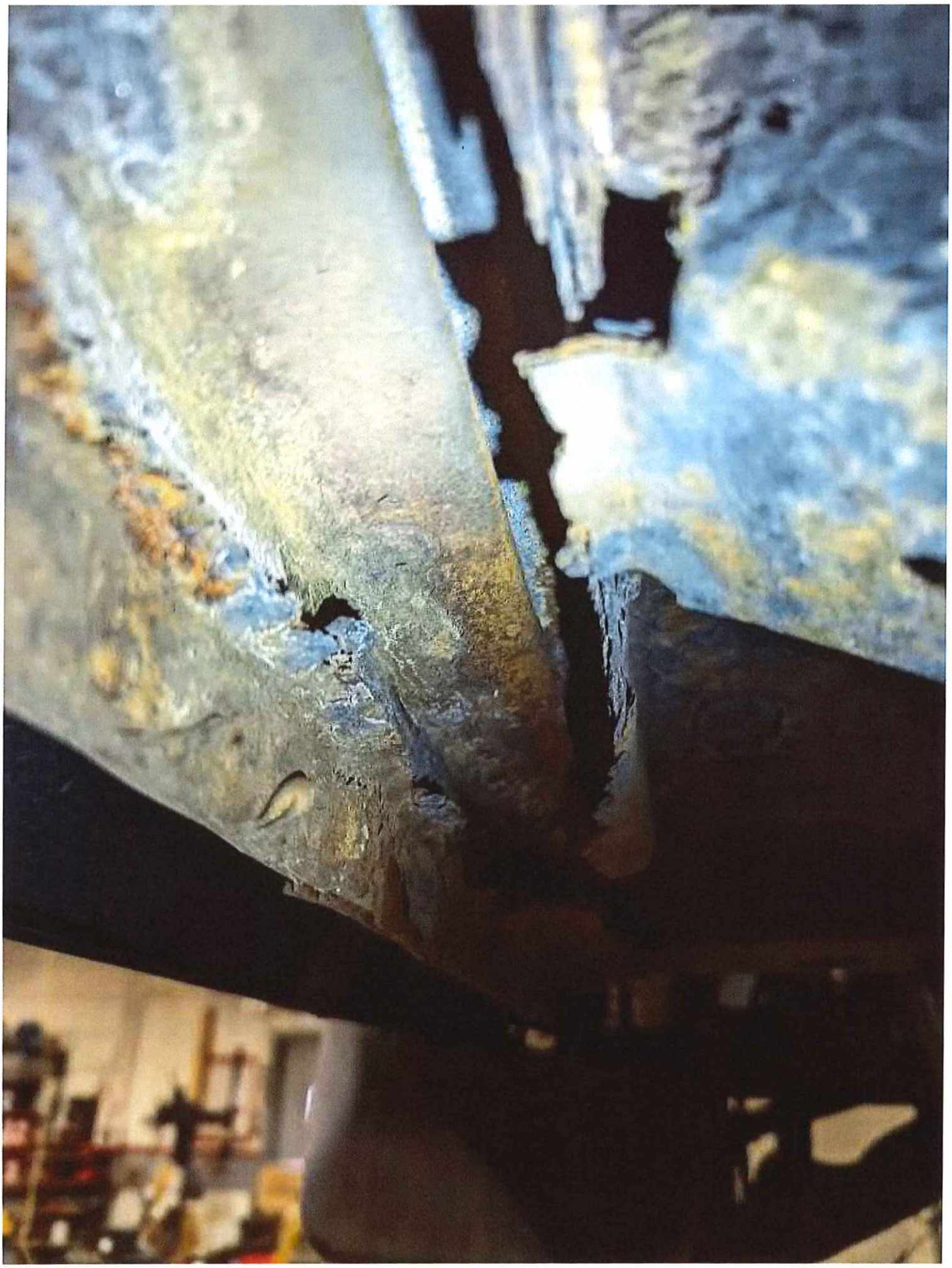


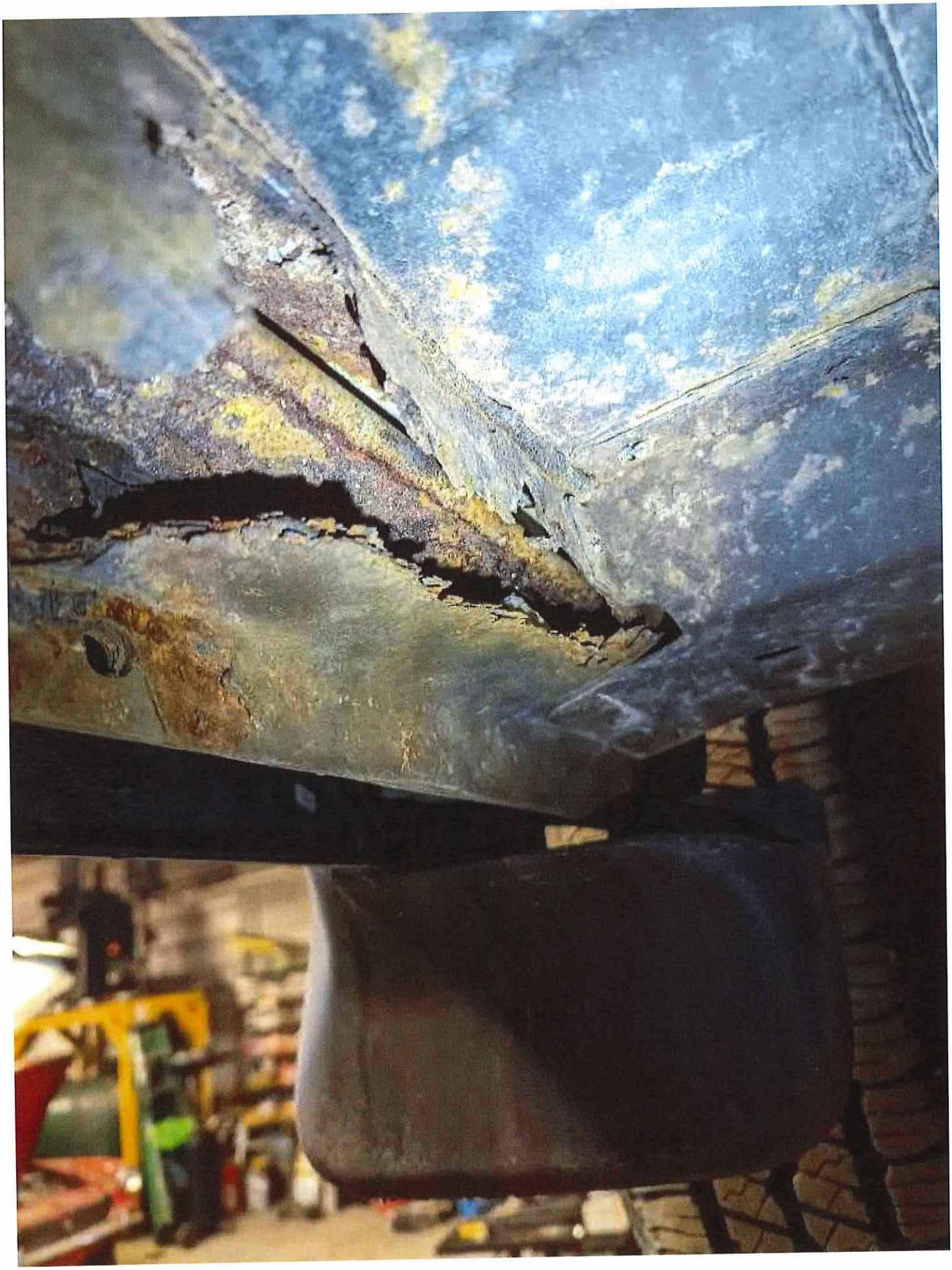












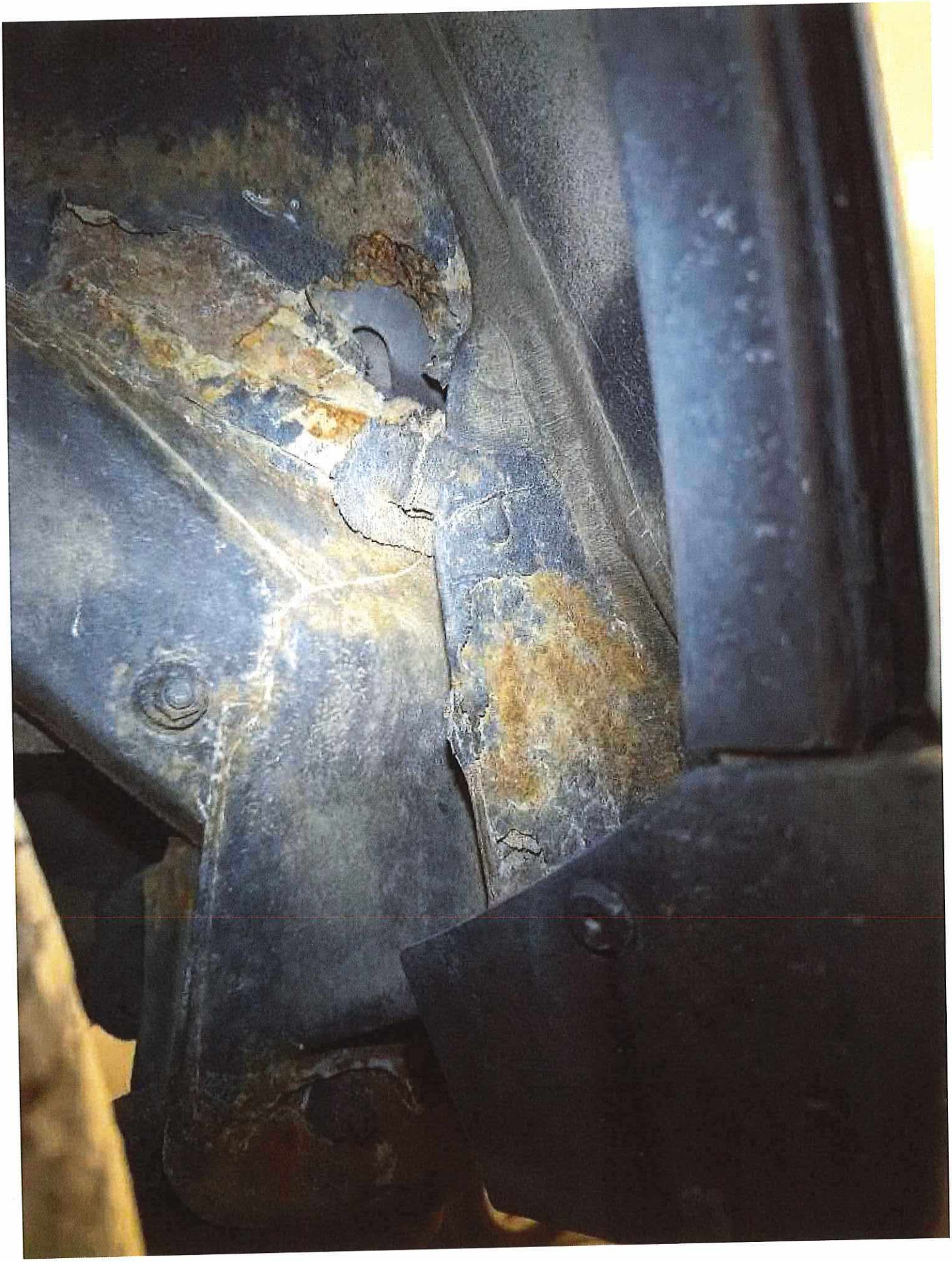


EXHIBIT H-1

Date 4-5-22

USED VEHICLE ORDER

Purchaser [redacted] Phone [redacted]

Address [redacted] City [redacted] State PA Zip [redacted]

ENTER MY ORDER FOR ONE 1 ☐ CAR ☐ TRUCK OR AS FOLLOWS:

YEAR	MAKE	MODEL	BODY	LIC. H.P.
2010	[illegible]	[illegible] SL	4 DR.	

ODOMETER	VIN / MOTOR NO.	COLOR	STOCK NO.
153,765	[redacted]	GRAY	

	$			$	
CAR SALES PRICE			TOTAL PURCHASE PRICE	$ 6995	00
DELIVERY & HANDLING			DEPOSIT (NON REFUNDABLE)	200	00
TAX			USED CAR ALLOWANCE $		
FILING TITLE & TAX			LESS LIEN $ $4995 00		
LIC. PLATES PAID AT NOTARY			HELD BY − 2000 00		
			EQUITY		
			CASH ON DELIVERY $2995 Bal		
			TOTAL PAYMENT 4-7-22	$ 4995	00
ALL SALES ARE 100% FINAL					
DOWNPAYMENTS ARE NON REFUNDABLE					
TOTAL PURCHASE PRICE	$				

The information you see in the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions to the contract of sale.

TRADE IN RECORD Contract to be paid in payments of $ each, 1st payment due

YEAR	MAKE	MODEL	BODY	COLOR 2995 00	LIC. H.P.

ODOMETER	VIN / MOTOR NO.	TITLE NO. − 2000 00 $995 00	STOCK NO.

☐ **SOLD AS IS.** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature 4-9-22 995 Pay in full Bal

☒ **SOLD WITH WARRANTY.** We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used. (Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used). All repairs must be made in our service shop or shops authorized by dealer named. We do not warranty tires, battery, glass, clock, heater or radio. [illegible]

Dealer's Signature

I have read the face and back of this order, and I approve all figures, terms and conditions in this purchase contract. I am 18 years of age or older and ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS ORDER ON THE DATE SHOWN ABOVE. The figures in this order are predicated upon actual cost of insurance and the correct amount of the lien due to the traded-in motor vehicle. All transactions are subject to finance company or bank approval. Regardless of the mileage appearing on the speedometer the seller makes no warranty or representation as to the extent of the motor vehicle has been used or driven.

I agree to accept delivery _____ S.S. No. _____

Buyer's Signature X [redacted] Phone [redacted]

Address _____

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.

Salesman _____ Accepted by _____

DEALER'S SIGNATURE

Form #135 Rev. 04-05 (10,000) Starr Adv. 888-439-2632

8

CONDITIONS

It is further understood and agreed: The order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. I am to take delivery on or before the date specified on the face of the order.

2A. We the dealer will deliver to the purchaser title to the purchased used vehicle free and clear of all liens and encumbrances upon full payment of the purchase price.

2B. I the purchaser will deliver to the dealer herein, title to my traded-in used vehicle free and clear of all liens and encumbrances and hereby state that I am the legal owner.

3. All promises, statements, understandings or agreements of any kind pertaining to this contract not specified herein are hereby expressly waived.

4. Delivery is subject to strikes, fires, floods, Government interference, or any other cause not within our control, and if such will not constitute a breech of contract on our part.

5. If the purchased used vehicle is not delivered or tendered for delivery by the dealer within (5) days after the specified delivery date, for reasons other than specified in paragraph 4 hereof, purchaser has the right to cancel this order. In such event dealer's liability for any delay in delivery or failure to deliver shall be limited to the return to purchaser any cash payments and/or any used vehicle delivered to dealer as initial or part payment. Dealer to have the option either to return the used vehicle to purchaser or pay purchaser for it on the basis set forth below in paragraph 7 hereof.

6. If dealer's regular selling price for the purchased used vehicle ordered is changed before delivery to purchaser, purchaser agrees to pay the new price or consent to cancellation of this order upon the return of the purchaser's cash payment and/or any used vehicle delivered to dealer as initial or part payment, dealer to have the option either to return the used vehicle to purchaser or to pay purchaser for it on a basis set forth below in paragraph 7 hereof.

7. It is expressly agreed that, in the event that this order should be cancelled pursuant to paragraph 5 or paragraph 6 hereof, any used vehicle which may have been received by dealer as initial or partial payment of the purchase price of the purchased used vehicle and sold by dealer previous to such cancellation shall be accounted for by the dealer at the price which the used vehicle was sold less all expenses and charges for repairs and reconditioning, storage, handling, and selling, and not at the price which dealer may have agreed to allow for the used vehicle if the purchased used vehicle ordered herein had been duly delivered to and accepted by purchaser.

8. If full payment for used vehicle is not made within (5) days after notification that same is ready for delivery, dealer may cancel this order and it is agreed that the advance deposit or proceeds of the sale of used vehicle taken in trade as the case may be, may be, retained by the dealer up to twenty percent of the sales price of purchased used vehicle ordered, or if used vehicle has not been disposed of, dealer shall have a lien thereon for such amount. Such retention of fund or lien shall constitute liquidated damages for purchaser's failure to complete full payment. Dealer may, at its option, return such funds or used vehicle and hold purchaser liable for dealer' loss or damage by reason of purchaser s failure to complete such payment within (5) days mentioned herein.

9. Dealer has right to reappraise traded used vehicle at time of delivery of purchased used vehicle as his option.

10. This shall not constitute an order until accepted in writing by dealer or its authorized representative, and when so accepted is not transferable by purchaser.

11. I the purchaser agree to pay any or all taxes levied by the Federal Government of the U.S.A., or this State, County, or City, that may or will apply to the purchased used vehicle.

EXHIBIT H-2

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

NISSAN MURANO [redacted]

VEHICLE MAKE | MODEL | YEAR | VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☒ **DEALER WARRANTY**

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay ____% of the labor and ____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

3 MTH, 3000 MILE

SYSTEMS COVERED:	DURATION:

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites. [redacted]

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídalo una copia de la Guía del Comprador en español.

SS-5 REV. 1/18

Here is a list of some major defects that may occur in used vehicles

Frame & Body
- Frame-cracks, corrective welds, or rusted through
- Dog tracks—bent or twisted frame

Engine
- Oil leakage, excluding normal seepage
- Cracked block or head
- Belts missing or inoperable
- Knocks or misses related to camshaft lifters and push rods
- Abnormal exhaust discharge

Transmission & Drive Shaft
- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Improper shifting or functioning in any gear
- Manual clutch slips or chatters

Differential
- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System
- Leakage including radiator
- Improperly functioning water pump

Electrical System
- Battery leakage
- Improperly functioning alternator, generator, battery, or starter

Fuel System
- Visible leakage

Inoperable Accessories
- Gauges or warning devices
- Air conditioner
- Heater & Defroster

Brake System
- Failure warning light broken
- Pedal not firm under pressure (DOT spec.)
- Not enough pedal reserve (DOT spec.)
- Does not stop vehicle in straight line (DOT spec.)
- Hoses damaged
- Drum or rotor too thin (Mfgr. Specs)
- Lining or pad thickness less than 1/32 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Air Bags

Steering System
- Too much free play at steering wheel (DOT specs.)
- Free play in linkage more than 1/4 inch
- Steering gear binds or jams
- Front wheels aligned improperly (DOT specs.)
- Power unit belts cracked or slipping
- Power unit fluid level improper

Suspension System
- Ball joint seals damaged
- Structural parts bent or damaged
- Stabilizer bar disconnected
- Spring broken
- Shock absorber mounting loose
- Rubber bushings damaged or missing
- Radius rod damaged or missing
- Shock absorber leaking or functioning improperly

Tires
- Tread depth less than 2/32 inch
- Sizes mismatched
- Visible damage

Wheels
- Visible cracks, damage or repairs
- Mounting bolts loose or missing

Exhaust System
- Leakage
- Catalytic Converter

DEALER NAME JK MOTOR CARS

ADDRESS 1014 MAIN ST PGH, PA; 15215

TELEPHONE EMAIL

FOR COMPLAINTS AFTER SALE, CONTACT:

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

[redacted]

VEHICLE BUYER'S SIGNATURE

4-9-22

DATE

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

EXHIBIT H-3

JK Motor Cars
www.jkmotorcars.com
412-252-2871

At JK MOTOR CARS, Vehicles can be purchased two ways. Below is the way your vehicle is being purchased.

_____ I am purchasing my vehicle AS IS and understand that it is a used vehicle that has been road tested by JK MOTOR CARS but sold with no warranty or promises. I am responsible for any repairs moving forward whether it be major or regular maintenance.

X [redacted] am purchasing my vehicle with a LIMITED third-party dealer warranty. I understand that the vehicle is AS IS outside of the covered parts and labor under the included warranty. JK MOTOR CARS has road tested the vehicle but makes no promises outside of the 3rd party warranty included with this vehicle.

JK MOTOR CARS Representative [redacted] Date 4-9-22

Purchaser X [redacted] Date_____

EXHIBIT H-4

STATE [redacted]

EMISSION

YEAR, MAKE AND MODEL 2010 NISSAN MURANO

SERIAL NUMBER

NAME [redacted]

ADDRESS

CITY, STATE, ZIP

HOME PHONE | BUS. PHONE | EXT.

CUSTOMER'S ORDER NUMBER | ORDER WRITTEN BY [redacted]

TITLE # | OLD ODOMETER

DATE OF ORDER 4-9-22

PAGER OR CELL PHONE

LICENSE NUMBER

NEW ODOMETER

QTY.	PART NO. AND DESCRIPTION	AMOUNT
	NOTE *	
	ANY QUESTIONS GIVE	
	[redacted] AT [redacted]	
	A CALL	
	[redacted]	
	TOTAL PARTS	

INSURANCE INFORMATION

5.) HORN ALSO DOES NOT WORK "INSPECTION ETC..."?

DESCRIPTION OF WORK — AMOUNT

☐ LUBE ☐ CHG.OIL ☐ OIL FILTER ☐ TUNE UP ☐ TRANS. ☐ DIFF.

"Don't Bitch Call Mitch"

LABOR (OVERALL)
CHECKED ENTIRE
VEHICLE OUT BECAUSE CUSTOMER
HAD MANY COMPLAINTS ON HOW
BAD VEHICLE RUNS & SHIFTS.:
1.) TRANSMISSION DOES NOT SHIFT
CORRECTLY IT NEEDS COMPLETELY
REBUILT.
2) ENGINE HAS RANDOM MISFIRE
MOTOR MAY NEED REBUILT.
3.) CONVERTERS ARE ALMOST
CLOGGED COMPLETELY
4.) [illegible] MILES OFF [illegible]

I hereby authorize the above repair work to be done along with the necessary materials, and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express/mechanic lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is also understood that you will not be responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond your control.

SIGNATURE

IT HAS MANY, MANY ISSUES!

TOTAL LABOR	
TOTAL PARTS	
SUB TOTAL	
TIRE TAX	
TAX	
TOTAL	

THANK YOU

EXHIBIT H-5

CUSTOMER #: 868213

5935650

INVOICE

[redacted]

[redacted]

PAGE 1

HOME: CONT: [redacted]
BUS: CELL: [redacted]

SERVICE ADVISOR:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	10	NISSAN MURANO	[redacted]		154547/154547	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN10 DD			18:00 20APR22			MCV	20APR22

R.O. OPENED	READY	OPTIONS:
10:39 20APR22	16:04 20APR22	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A COMPLIMENTARY MULTIPOINT INSPECTION
55NIZINSP COMPLIMENTARY MULTIPOINT INSPECTION
933 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
****

B Customer states vehicle is making a loud humming noise while driving.
RE7000 General Repair Operation
933 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
154547 UPON INSPECTION FOUND BOTH FRONT WHEEL BEARINGS WORN OUT CAUSING NOISE IN FRONT END. NOTE NOTE, ALSO FOUND TRANSFER CASE SEVERELY LEAKING ONTO EXHAUST SYSTEM, REAR SUBFRAME IS RUSTED AND CORRODED.
****

C MUR QST BRK FLD FLH NTB21047
RE7000 DID NOT PERFORM .
933 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
****

EST: 0.00 20APR22 10:39 SA: 996954
CONTACT:
****

DIAG FEE DISCUSSED

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
ACCOUNTS RECEIVABLE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

EXHIBIT H-6

Inspection Check List

Inspection Sticker:		Customer's Name:	[redacted]
Emision Sticker:		VIN #:	
Vehicle Year:	2010	Color:	
Vehicle Make:	Nissan	Old Miles:	
Vehicle Model:	Murano	New Miles:	155505
Engine Size & Drive Train:	AWD	Other:	

Brakes:		Tires:	
LF:	RF:	LF:	RF:
LR:	RR:	LR:	RR:

Work Needed For Inspection (If Any)

Power Steering line — Done

Transmission codes — Engin codes

P0746 Pressure control Solenoid valve A Performance line,

P1778 Step Motor function

P0868 Secondary pressure down

P1700 CVT control unit Malfunction

P1564 ASCD Switch signal Volt out of Range

P0442 Evap small leak

Trans case full of metal shavings & noise

Fluid	30
Transfer Case (ordered from Moish) 724529 0922	AF 825
10.8 x 80 =	864
Drive Shaft AT	40

→

[redacted]

Invoice #	4385
Date	May 6, 2022
Time	03:45 pm

I N V O I C E

[redacted]

Cell: [redacted]

Year	2010	Mileage	155,505
Make	NISSAN	Tag	
Model	MURANO AWD	Vehicle #	
Engine	3.5L SEQUENTIAL FI		
VIN	[redacted]		

Labor	$864.00
Parts	$950.00
Misc	$0.00
Subtotal	$1,814.00
Tax	$126.98
Total	$1,940.98

Labor

R & R TRANSFER CASE	10.80	$80.00	$864.00

Parts

	TRANSFER CASE	1.00	$850.00	$850.00
	REAR DRIVESHAFT	1.00	$100.00	$100.00

Misc.

No items

Notes: TRANSFER CASE IS A 12 MONTH 12,000 MILE WARRANTY
AUTHORIZATION # 8937858
TRANSMISSION WAS LOW ON FLUID, (3) QUARTS PUT IN

ALL PARTS ARE NEW UNLESS OTHERWISE STATED. NEW PARTS HAVE A ONE YEAR MANUFACTURER'S WARRANTY.

With my signature below, an express mechanics lien is acknowledged on the above vehicle to secure the amount of repairs thereto, until such time as payment has been received by the repair facility in full. I affirm that the facility is not responsible and shall be held harmless for any and all loss or damage to my vehicle caused by fire, theft, or acts of nature. I accept this invoice as a complete and comprehensive description of the repair work done on this vehicle.

SIGNED [redacted] DATE 5/9/22

Payment	$0.00
Amount Due	$1,940.98

Inspection Checklist

Vehicle Year:	10	Customer's Name:	
Vehicle Make:	Nissan	Phone #:	
Vehicle Model:	Murano	VIN #:	
Sub Model:		Old Mileage:	
Engine Size:	3.5	New Mileage:	
Drive Train:		Other:	

Brakes	
LF:	RF:
LR:	RR:

Tires	
LF:	RF:
LR:	RR:

Work Needed for Inspection (If Any)

L.F Bearing

Engine Codes

P1778 Stepper Motor Function - No Ratio change

P0746 Pressure Control Sol

Transmission fluid (3 quarts)

Inspection Checklist

Vehicle Year: 2010	Customer's Name: [redacted]
Vehicle Make: Nissan	Phone #: [redacted]
Vehicle Model: Murano	VIN #:
Sub Model:	Old Mileage:
Engine Size:	New Mileage:
Drive Train:	Other:

Brakes	
LF:	RF:
LR:	RR:

Tires	
LF:	RF:
LR:	RR:

Work Needed for Inspection (If Any)

Drove to 28 fine, then:
High pitch squealing
Losing Power
Gas pedal started to not accelerate
Was towed in.

Gasket AZ ordered 20.09
Filter - Transmission
Fluid

EXHIBIT I-1

Date 12-1-21

USED VEHICLE ORDER

Purchaser [redacted] Phone [redacted]

Address [redacted] City [redacted] State PA Zip [redacted]

ENTER MY ORDER FOR ONE _____ ☐ CAR _____ ☐ TRUCK OR _____ AS FOLLOWS:

YEAR	MAKE	MODEL	BODY	LIC. H.P.
2006	CH/SEBR	300	SDN	
ODOMETER	VIN / MOTOR NO.		COLOR	STOCK NO.

CAR SALES PRICE	$6495	TOTAL PURCHASE PRICE	$
DELIVERY & HANDLING		DEPOSIT	1000
TAX		USED CAR ALLOWANCE $	
FILING		LESS LIEN $	
LIC. PLATES		HELD BY	
TAX TO NOTIFY		EQUITY	
		CASH ON DELIVERY	5495
REPLACE RADIO		TOTAL PAYMENT	$
TOTAL PURCHASE PRICE	$		

The information you see in the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions to the contract of sale.

TRADE IN RECORD Contract to be paid in _____ payments of $ _____ each, 1st payment due

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.
ODOMETER	VIN / MOTOR NO.	TITLE NO.			STOCK NO.

☐ **SOLD AS IS.** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

☒ **SOLD WITH WARRANTY.** We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used. (Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used). All repairs must be made in our service shop or shops authorized by dealer named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

I have read the face and back of this order, and I approve all figures, terms and conditions in this purchase contract. I am 18 years of age or older and ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS ORDER ON THE DATE SHOWN ABOVE. The figures in this order are predicated upon actual cost of insurance and the correct amount of the lien due to the traded-in motor vehicle. All transactions are subject to finance company or bank approval. Regardless of the mileage appearing on the speedometer the seller makes no warranty or representation as to the extent of the motor vehicle has been used or driven.

I agree to accept delive[redacted] S.S. No. _____

Buyer's Signature [redacted] Phone _____

Address [redacted]

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.

Salesman _____ Accepted by UK

DEALER'S SIGNATURE

Form #135 Rev. 04-05 (10,000) Starr Adv. 888-439-2632

Return your covered vehicle to the selling dealer:

If your covered vehicle is within sixty (60) miles of the selling dealer, you must [illegible] the covered vehicle [illegible]

EXHIBIT I-2

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Chrysler	300	2006	[redacted]
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☒ **DEALER WARRANTY**

☐ FULL WARRANTY

☒ LIMITED WARRANTY. The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

Powertrain

[redacted]

DURATION:

3 months 3000 miles up to $1500 in coverage

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☒ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Here is a list of some major defects that may occur in used vehicles.

Frame & Body
- Frame-cracks, corrective welds, or rusted through
- Dog tracks—bent or twisted frame

Engine
- Oil leakage, excluding normal seepage
- Cracked block or head
- Belts missing or inoperable
- Knocks or misses related to camshaft lifters and push rods
- Abnormal exhaust discharge

Transmission & Drive Shaft
- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Improper shifting or functioning in any gear
- Manual clutch slips or chatters

Differential
- Improper fluid level or leakeage, excluding normal seepage
- Cracked of damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System
- Leakage including radiator
- Improperly functioning water pump

Electrical System
- Battery leakage
- Improperly functioning alternator, generator, battery, or starter

Fuel System
- Visible leakage

Inoperable Accessories
- Gauges or warning devices
- Air conditioner
- Heater & Defroster

Brake System
- Failure warning light broken
- Pedal not firm under pressure (DOT spec.)
- Not enough pedal reserve (DOT spec.)
- Does not stop vehicle in straight line (DOT spec.)
- Hoses damaged
- Drum or rotor too thin (Mfgr. Specs)
- Lining or pad thickness less than 1/32 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Air Bags

[redacted]

Steering System
- Too much free play at steering wheel (DOT specs.)
- Free play in linkage more than 1/4 inch
- Steering gear binds or jams
- Front wheels aligned improperly (DOT specs.)
- Power unit belts cracked or slipping
- Power unit fluid level improper

Suspension System
- Ball joint seals damaged
- Structural parts bent or damaged
- Stabilizer bar disconnected
- Spring broken
- Shock absorber mounting loose
- Rubber bushings damaged or missing
- Radius rod damaged or missing
- Shock absorber leaking or functioning improperly

Tires
- Tread depth less than 2/32 inch
- Sizes mismatched
- Visible damage

Wheels
- Visible cracks, damage or repairs
- Mounting bolts loose or missing

Exhaust System
- Leakage
- Catalytic Converter

DEALER NAME
JK Motor Cars

ADDRESS
1214 Main St Pittsburgh, PA 15215

TELEPHONE
(412) 252-2871

EMAIL
jk@jkmotorcars.com

FOR COMPLAINTS AFTER SALE, CONTACT:
Jaison Kelly

IMPORTANT: *The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).*

EXHIBIT I-3

[redacted]

[redacted]

Date : 1/5/2022

Repair Order # 0052757

Center :

Customer : [redacted]		Vehicle : 2006 CHRY 300	
Address : [redacted]		License : [redacted]	Body : AWD SDN
City : [redacted]		VIN : [redacted]	
HOME [redacted]	Ext :	Engine : V8 5.7L OHV VIN H	Trans : NAG1 - 5-S
WORK : [redacted]	Ext :	Mileage : 162699	CLR : S

Op	Tech / Quan	Description / Part Number	Part Description	Reason for Replacement	Labor	Parts Price	Subtotal
		Service Requests: TOW IN recent purch, posb head gasket failure. warr co					
DI	002	599 PERFORMANCE DIAGNOSIS - -COOLING FANS NOT WORKING- POWER AND GROUND ARE GOOD. -COOLANT LEAKING- FOUND LEAKING COOLANT TANK/RESERVOIR -FRONT END, FOUND BOTH UPPER BALL JOINTS BAD; FAIL PA STATE INSPECTION -EXT LOOSE AFTER CATALYTIC CONVERTERS, BEFORE MUFFLER			56.00		56.00
CO	001	599 REPLACE OVERFLOW/EXP TANK ASMB			56.00	167.94	223.94
	1.00		TANK/RES KIT			154.99	
	1.00		EXT LIFE COOLANT			12.95	
CO	007	599 * ENHANCED COOLING SYSTEM FLUSH INSPECT COOLING SYSTEM,PRESSURE TEST FOR LEAKS. INSTALL ENGINE COOLANT FLUSH MACHINE IN LINE AND BACK FLUSH ENTIRE SYSTEM FOR COMPLETE EXCHANGE. CLEAN OVERFLOW RESERVOIR AND REFILL SYSTEM WITH EXTENDED LIFE COOLANT/ANTIFREEZE TO -35 DEG. INSTALL COOLING SYSTEM SEALER. DISINFECT HVAC SYSTEM TO REMOVE MOLD AND BACTERIA,.PERFORM EVERY FIVE YEARS.			81.10	38.85	119.95
	3.00		EXT LIFE COOLANT			38.85	

OK Bad	Recommendation	OK Bad	Recommendation	OK Bad	Recommendation

AUTOCARE CENTER

PAID

WARRANTY IS 24 MONTHS\24,000 MILES PARTS AND LABOR ON ALL QUALIFYING REPAIRS SOME PARTS CARRY LIFETIME WARRANTIES! SEE OTHER SIDE FOR NATIONWIDE WARRANTY.

I hereby authorize the repair work to be done along with the necessary parts and materials and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere, at your discretion, for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. Not responsible for damage or articles left in car in case of fire, theft or any other cause beyond our control.

x _____

	Labor :	$193.10
	Parts :	$206.79
	Sublet :	$0.00
	Other Fees :	$0.00
	Supply/Matrl	$23.99
	Subtotal :	$423.88
	Sales Tax :	$29.67
Paid By :	Total :	$453.55
Pay Ref :	Paid :	$0.00
	Due :	$453.55

EXHIBIT J-1

BILL OF SALE

FOR A MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL

MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL DESCRIPTION

Year	Make Manufacturer	Body Type	Model	Color
2010	Volkswagen	Sedan	Passat	Charcoal

Certificate of Title Number

Vehicle Vessel Identification Number [redacted]

I/we do hereby sell or have sold and delivered the above described vehicle or vessel to:

Print Name(s) of Purchaser(s)		DL State	DL Number
[redacted]	[redacted]	PA	[redacted]
Address	**City**	**State**	**Zip Code**
[redacted]	[redacted]	PA	[redacted]
Date of Sale	**Salesperson**		**Selling Price**
2/22/2020			4995
Trade In Year Make Model	**Trade In Mileage**	**Trade In VIN**	**Trade In Allowance**

ODOMETER DISCLOSURE STATEMENT (REQUIRED FOR A MOTOR VEHICLE)

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

We state that this motor vehicle's ☐ 5-digit or ☐ 6-digit odometer now reads 1 0 7 8 4 4 XX (no tenths) miles, date read 2 / 22 / 2020, and we hereby certify that to the best of our knowledge the odometer reading:

☑ 1. REFLECTS THE ACTUAL MILEAGE. ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. IS NOT THE ACTUAL MILEAGE.

Affidavit (when applicable):

COSTS AND DISCOUNTS

Type	Amount	Note
Selling Price	$4,995.00	T&L TO NOTARY
Payment	$500.00	NON REFUNDABLE DEPOSIT
Total	$4,495.00	

Paid in full 2-25-20 JK

CERTIFICATION

Under penalty of perjury, I declare that I have read this document and that the facts stated in it are true.

Seller's Address	City	State	Zip Code
1214 Main St	Pittsburgh	PA	15215
Seller's Signature	**Seller's Printed Name**		**Date**
	JK Motor Cars		
Purchaser's Signature	**Purchaser's Printed Name**		**Date**
[redacted]	[redacted]	[redacted]	
Co-purchaser's Signature (when applicable)	**Co-purchaser's Printed Name (when applicable)**		**Date**

[illegible] licensing requirements. Please check with your local licensing office

Powered by Carsfor

EXHIBIT J-2

JK Motor Cars
(412) 252-2871

2010 Volkswagen Passat

Stock Number:
VIN: [redacted]
Engine: I4 2.0L Turbocharger

Trim: Komfort PZEV
Mileage: 107,844

Color: Charcoal
Fuel Type: Gasoline
MPG: 22 city / 31 hwy

Options

Air Filtration
Door Trim - Leather
Front Air Conditioning
Front Air Conditioning Zones - Single
Parking Brake Trim - Leather
Shift Knob Trim - Leather
Steering Wheel Trim - Leather
Center Console - Front Console With Armrest
Cruise Control
Cupholders - Front
Cupholders - Rear
Multi-Function Remote - Trunk Release
Power Steering
Steering Wheel - Tilt And Telescopic
Abs - 4-Wheel
Braking Assist
Electronic Parking Brake
Front Suspension Classification - Independent
Rear Stabilizer Bar
Rear Suspension Classification - Independent
Rear Suspension Type - Multi-Link
Stability Control
Traction Control
Antenna Type - Diversity
External Temperature Display
In-Dash Cd - 6 Disc
Phone - Hands Free
Radio - Am/Fm
Daytime Running Lights
Front Fog Lights
Tire Pressure Monitoring System
Front Wipers - Intermittent
Heated Windshield Washer Jets
Power Windows
Child Seat Anchors - Latch System

Description

2/21 inspection with fresh synthetic oil change. This Passat is ready to go and loaded with all the best options. Heated leather, large screen in dash, all power options, sunroof and more! Gray MPGs, spacious and great safety for insurance. Only 107k miles! 3 month 3k mile warranty included! Jkmotorcars.com 1214 main st Pittsburgh 15215. Text 4126002727

Price: $4,995

[illegible] but not guaranteed. Interested parties should confirm all data before relying on it to make a purchase decision. All prices and specifications are subject to change without notice. [illegible] such as government fees and taxes, title and registration fees, finance charges, dealer preparation fees, processing fees, and emission testing and compliance charges.

Visit us online at
www.jkmotorcars.com
Powered by Carsforsale.com

EXHIBIT K-1

BILL OF SALE

FOR A MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL

MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL DESCRIPTION

Year	Make Manufacturer	Body Type	Model	Color
2010	Chevrolet	Sedan	Malibu	Blue

Certificate of Title Number	Vehicle Vessel Identification Number
	[redacted]

I/we do hereby sell or have sold and delivered the above described vehicle or vessel to:

Print Name(s) of Purchaser(s)		DL State	DL Number
[redacted]	[redacted]		

Address	City	State	Zip Code

Date of Sale	Salesperson	Selling Price
2/19/2019		4100

Trade In Year Make Model	Trade In Mileage	Trade In VIN	Trade In Allowance

ODOMETER DISCLOSURE STATEMENT (REQUIRED FOR A MOTOR VEHICLE)

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

We state that this motor vehicle's ☐ 5-digit or ☐ 6-digit odometer now reads 1 4 7 0 0 0 XX (no tenths) miles, date read: 2 / 19 / 2019, and we hereby certify that to the best of our knowledge the odometer reading

☑ 1. REFLECTS THE ACTUAL MILEAGE. ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. IS NOT THE ACTUAL MILEAGE.

Affidavit (when applicable):

COSTS AND DISCOUNTS

Type	Amount	Note
Selling Price	$4,100.00	
Total	$4,100.00	

CERTIFICATION

Under penalty of perjury, I declare that I have read this document and that the facts stated in it are true.

Seller's Address	City	State	Zip Code
1214 Main St	Pittsburgh	PA	15215

Seller's Signature	Seller's Printed Name	Date
	JK Motor Cars	

Purchaser's Signature	Purchaser's Printed Name	Date
	[redacted]	

Co-purchaser's Signature (when applicable)	Co-purchaser's Printed Name (when applicable)	Date

EXHIBIT K-2

Active Views (Since 8/14/19)
6

Saved Hits
4

Information

VIN	[redacted]
Make	Chevrolet
Model	Malibu
Model Year	2010
Trim Package	LT 4dr Sedan w/1LT
Condition	Used
Type	Passenger Vehicles
Body Style	Sedan
Exterior Color	Blue
Interior Color	Cream
Interior Fabric	Cloth
Engine	I4 2.4L Natural Aspiration
Fuel Type	Gasoline
Transmission	Automatic 6-Speed
Mileage	147,000
MPG	22 City | 33 Highway

Price

Retail Price	$4,295
Sale Price	$4,100
Sold Date	02/19/2019
Purchase Price	$2,345

Description

38 Words

6/19 inspection, all power options, sunroof, runs great! The interior is clean and in good condition. The exterior is clean and in good condition. The engine is functioning properly and has no issues. The transmission shifts very smoothly.

12 Photos

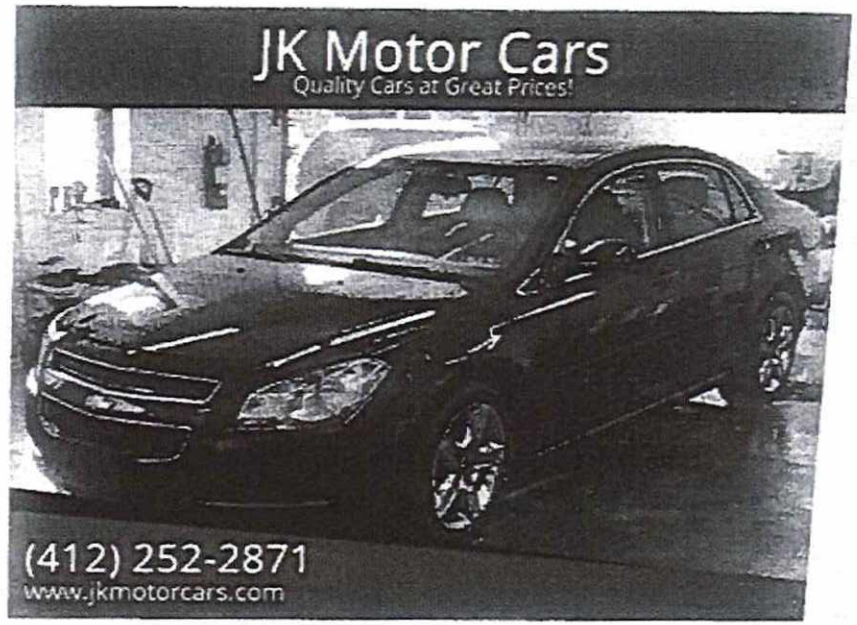


EXHIBIT K-3

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

FUEL TYPE: GASOLINE

[redacted]

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE OF VEHICLE	TITLE NUMBER
[redacted]	2010	CHEVROLET	[redacted]

BODY TYPE	DUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROCD. DATE	ODOM. MILES	ODOM. STATUS
SDN	0		NJ	01/28/19	147370	0

DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR	GCWR	TITLE BRANDS
03/20/17	01/28/19				

ODOMETER STATUS
0 = ACTUAL MILEAGE
1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
2 = NOT THE ACTUAL MILEAGE
3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS
A = ANTIQUE VEHICLE
C = CLASSIC VEHICLE
D = COLLECTIBLE VEHICLE
F = OUT OF COUNTRY
G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION
H = AGRICULTURAL VEHICLE
L = LOGGING VEHICLE
P = IS/WAS A POLICE VEHICLE
R = RECONSTRUCTED
S = STREET ROD
T = RECOVERED THEFT VEHICLE
V = VEHICLE CONTAINS REISSUED VIN
W = FLOOD VEHICLE
X = IS/WAS A TAXI

REGISTERED OWNER(S)

[redacted]

FIRST LIEN FAVOR OF

SECOND LIEN FAVOR OF

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward the Certificate of Title to the Bureau of Motor Vehicles with the appropriate form and fee

FIRST LIEN RELEASED _____ DATE

BY _____ AUTHORIZED REPRESENTATIVE

SECOND LIEN RELEASED _____ DATE

BY _____ AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

[redacted]

pennsylvania
DEPARTMENT OF TRANSPORTATION

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named hereon is the lawful owner of the said vehicle

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED

SUBSCRIBED AND SWORN TO BEFORE ME: 2 19 19 (DAY YEAR)

SIGNATURE OF PERSON ADMINISTERING OATH

STAMP OR SEAL

SIGN IN PRESENCE OF NOTARY

Commonwealth of Pennsylvania - Notary Seal
Cabrini A. Vioral, Notary Public
Allegheny County
My commission expire July 7, 2021
Commission number 1172024
Member, Pennsylvania Association of Notaries

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here

X [redacted] AUTHORIZED BIDDER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED BIDDER

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (on death of one owner, title goes to surviving owner) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (on death of one owner, interest of deceased owner goes to his/her heirs or estate).

IF NO LIEN, CHECK ☑ IS THIS AN ELT? (IF YES, FIN REQUIRED) YES ☐ NO ☐

1ST LIENHOLDER FINANCIAL INSTITUTION NUMBER:

1ST LIENHOLDER NAME

STREET

CITY STATE ZIP

IF NO 2ND LIEN, CHECK ☑ IS THIS AN ELT? (IF YES, FIN REQUIRED) YES ☐ NO ☐

2ND LIENHOLDER FINANCIAL INSTITUTION NUMBER:

2ND LIENHOLDER NAME

STREET

CITY STATE ZIP

DO NOT ACCEPT DOCUMENT WITHOUT VERIFYING THE PRESENCE OF THE LIBERTY BELL WATERMARK

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

WPK-081

72839159

(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.

WARNING - FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES OR IMPRISONMENT.

A. ASSIGNMENT OF TITLE

Registered dealers must complete Forms MV-37A or MV-27D as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.

I/We certify, to the best of my/our knowledge that the odometer reading is 147,370 (TENTHS) X miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:
☐ Reflects the amount of mileage in excess of its mechanical limits
☐ Is NOT the actual mileage WARNING: Odometer discrepancy

I/We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME: 1 MO. 28 DAY 2019 YEAR

Betty Ryder
SIGNATURE OF PERSON ADMINISTERING OATH

STAMP OR SEAL
Betty Ryder
ADESA Mercer
86-4984
Notarization Not Required

LAST FIRST MIDDLE NAME

PURCHASER OR FULL BUSINESS NAME: JK Motor Cars
CO-PURCHASER
STREET ADDRESS: 1214 Main St
CITY: Pittsburgh
STATE: PA ZIP: 15215 PURCHASE PRICE OR DIN: 18000590

PURCHASER SIGNATURE
CO-PURCHASER SIGNATURE
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE: [redacted]
SIGNATURE OF CO-SELLER
SELLER AND/OR CO-SELLER MUST HANDPRINT NAME HERE: [redacted]

B. RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER

If purchaser listed in Block A is NOT a registered dealer Section D on the front of this form must be completed.

I/We certify, to the best of my/our knowledge that the odometer reading is 147,391 (TENTHS) X miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:
☐ Reflects the amount of mileage in excess of its mechanical limits
☐ Is NOT the actual mileage WARNING: Odometer discrepancy

I/We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME: 2 MO. 19 DAY 19 YEAR

Cabrini A. Vioral
SIGNATURE OF PERSON ADMINISTERING OATH

STAMP OR SEAL
Commonwealth of Pennsylvania - Notary Seal
Cabrini A. Vioral, Notary Public
Allegheny County
My commission expire July 7, 2021
Commission number 1172024
Member, Pennsylvania Association of Notaries

LAST FIRST MIDDLE NAME

PURCHASER OR FULL BUSINESS NAME: [redacted]
CO-PURCHASER
STREET ADDRESS: 1057 ATLANTIC AVE
CITY: BRACKENRIDGE
STATE: PA ZIP: 15014 PURCHASE PRICE OR DIN

[redacted]
CO-PURCHASER SIGNATURE
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE: [redacted]
SIGNATURE OF SELLER
SELLER MUST HANDPRINT NAME HERE: Jajowlidy

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

I/We certify, to the best of my/our knowledge that the odometer reading is ___,___ (TENTHS) X miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:
☐ Reflects the amount of mileage in excess of its mechanical limits
☐ Is NOT the actual mileage WARNING: Odometer discrepancy

I/We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

STAMP OR SEAL

LAST FIRST MIDDLE NAME

PURCHASER OR FULL BUSINESS NAME
CO-PURCHASER
STREET ADDRESS
CITY
STATE ZIP PURCHASE PRICE OR DIN

PURCHASER SIGNATURE
CO-PURCHASER SIGNATURE
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE
SIGNATURE OF SELLER
SELLER MUST HANDPRINT NAME HERE

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

I/We certify, to the best of my/our knowledge that the odometer reading is ___,___ (TENTHS) X miles and reflects the actual mileage of the vehicle.

unless one of the following boxes is checked:
☐ Reflects the amount of mileage in excess of its mechanical limits
☐ Is NOT the actual mileage WARNING: Odometer discrepancy

I/We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

STAMP OR SEAL

LAST FIRST MIDDLE NAME

PURCHASER OR FULL BUSINESS NAME
CO-PURCHASER
STREET ADDRESS
CITY
STATE ZIP PURCHASE PRICE OR DIN

PURCHASER SIGNATURE
CO-PURCHASER SIGNATURE
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE
SIGNATURE OF SELLER
SELLER MUST HANDPRINT NAME HERE

C. ☐ CHECK HERE IF APPLYING FOR A DEALER TITLE AND COMPLETE SECTION D. TITLING FEES $ ____ . ____

MV-4 (12-2015)

WPK 082

An employee of an issuing agent licensed as a vehicle dealer by the Pennsylvania State Board of Vehicle Manufacturers, Dealers and Salespersons may verify a person's signature in lieu of notarization.

EXHIBIT K-4

REMOVE TO EXPOSE ADHESIVE

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Chevy	Malibu	2010	[redacted]
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☒ **DEALER WARRANTY**

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay ____% of the labor and ____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:	DURATION:
~~Smooth~~	3K miles 3 month
Powertrain	
up to $1500	

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

SS-5 REV. 1/18

REMOVE TO EXPOSE ADHESIVE

EXHIBIT K-5

Certified
Pre-Owned Vehicle

This Vehicle has been inspected and qualifies for a Limited Warranty Program.
You may request a copy of this inspection from this Dealership.

Visual Inspection	√ **Passed!**	**Air Conditioning System Check**	√ **Passed!**
Engine Check	√ **Passed!**	**Braking System Check**	√ **Passed!**
Transmission Check	√ **Passed!**	**Static Test**	√ **Passed!**
Suspension Check	√ **Passed!**	**Road Test**	√ **Passed!**
Interior and Exterior Inspection	√ **Passed!**		

The term of this Limited Warranty will expire on the first to occur of mileage or stated period below:

3 Month / 3,000 Miles

Covered Components

ENGINE

Crankshaft and bearings, oil pump, fuel pump, water pump, internal timing gears or chain, camshaft bearings, valve lifters, rocker arm assemblies and push rods, valve guides, pistons and rings, wrist pins, connecting rods, distributor drive gear, all internal components of and including engine block and cylinder heads, manifolds, and the turbocharger housing. Gaskets and oil seals.

DIESEL ENGINE (if equipped)

All of the above listed parts, plus diesel fuel injection pump and vacuum pump.

TRANSMISSION/TRANSAXLE

Case, all internally lubricated parts, torque converter. Includes transfer case and all internally lubricated parts.

FRONT/REAR-WHEEL DRIVE

Final drive housing, all internally lubricated parts, axle shafts, axle housing and axle shaft bearings, constant velocity joints, axle housing, all internally lubricated parts, propeller shafts, "U" joints.

This provides a general description of the Limited Warranty coverage.
Please refer to the Limited Warranty for complete terms and provisions.

© Associates Underwriting Limited, L.L.C.

AUL-CWS(3)06-2014

EXHIBIT K-6

[redacted]

Estimate #	1357
P.O.	
Date	Mar 5, 2019
Time	05:14 pm

E S T I M A T E

[redacted]

Cell: [redacted]
Home
Work:

Year	2010	Mileage	
Make	CHEVROLET	Tag	
Model	MALIBU	Vehicle #	
Engine	2.4L DIS-SFI FUEL INJECTION		
VIN		Promised	
Parts	Do Not Return Old Parts		

Labor	$937.50
Parts	$1,278.59
Misc	$0.00
Subtotal	$2,216.09
Tax	$155.13
Total	$2,371.22

Rate Type	Flat & Hourly	Payment Method	Check	Estimate Charge	$0.00
Other Authorized Person				Phone	

Labor

Description	Hours	Rate	Price
REMOVE & REPLACE CAMSHAFT POSITION SENSOR	0.40	$75.00	$30.00
FRONT BRAKES	1.00	$80.00	$80.00
REAR BRAKES	1.00	$80.00	$80.00
2 STUDS	1.00	$80.00	$80.00
CLEAN SUNROOF DRAINS	1.00	$50.00	$50.00
FRONT HUB	1.00	$80.00	$80.00
REMOVE & REPLACE TIE ROD END (INNER)	1.00	$75.00	$75.00
REMOVE & REPLACE EXHAUST MANIFOLD OR GSKT (ONE)	2.30	$75.00	$172.50
REMOVE & REPLACE HEADLIGHT ASSEMBLY	1.20	$75.00	$90.00
TRUNK LEAKING REPLACE SEAL	1.00	$50.00	$50.00
TRANSMISSION	1.00	$0.00	$0.00
STEERING WHEEL SENSOR C0545	2.00	$75.00	$150.00

FL. STATUTE S.403.718 MANDATES A $1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE OF FLORIDA, & FL. STATUTE S.403.7185 MANDATES A $1.50 FEE TO BE COLLECTED FOR EACH BATTERY SOLD IN THE STATE OF FLORIDA. SHOP SUPPLIES OR WASTE DISPOSAL FEES MAY BE CHARGED. THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL. NO STORAGE CHARGE WILL BE APPLIED FOR A PERIOD OF _____ WORKING DAYS FROM DATE OF NOTIFICATION OF COMPLETION. STORAGE FEES ARE _____ PER DAY. ALL PARTS ARE NEW UNLESS OTHERWISE STATED. PARTS AND LABOR HAVE A MINIMUM LIMITED GUARANTEE FOR 3 MONTH OR 3,000 MILES WHICHEVER COMES FIRST.

The signature below is my authorization for the auto repair facility to complete the repair work indicated above including the necessary materials and sublet work. I also authorize employees of the facility to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. I affirm that the facility is not responsible and shall be held harmless for loss or damage to my vehicle caused by fire, theft, or acts of nature.

SIGNED _____ DATE _____

Total	$2,371.22

[redacted]

Estimate #	1357
P.O.	
Date	Mar 5, 2019
Time	05:14 pm

E S T I M A T E

[redacted]

Cell: [redacted]
Hom
Work

Year	2010	Mileage	
Make	CHEVROLET	Tag	
Model	MALIBU	Vehicle #	
Engine	2.4L DIS-SFI FUEL INJECTION		
VIN		Promised	
Parts	Do Not Return Old Parts		

Labor	$937.50
Parts	$1,278.59
Misc	$0.00
Subtotal	$2,216.09
Tax	$155.13
Total	$2,371.22

Rate Type	Flat & Hourly	Payment Method	Check	Estimate Charge	$0.00
Other Authorized Person				Phone	

Parts

Part No	Description	Quantity	Unit Cost	Price
2 STUDS		1.00	$15.00	$15.00
CAMSHAFT SENSOR		1.00	$0.00	$0.00
FRONT PADS		1.00	$96.00	$96.00
REAR PADS		1.00	$80.00	$80.00
REAR ROTOR		1.00	$50.00	$50.00
INNER TIE ROD		1.00	$65.988	$65.99
EXHAUST MANIFOLD		1.00	$94.80	$94.80
HEADLIGHTS		2.00	$228.00	$456.00
REAR TIRES		2.00	$100.00	$200.00
BRAKE LIGHT		1.00	$12.00	$12.00
SRTEERING WHEEL	SENSOR	1.00	$208.80	$208.80

FL. STATUTE S.403.718 MANDATES A $1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE OF FLORIDA, & FL. STATUTE S.403.7185 MANDATES A $1.50 FEE TO BE COLLECTED FOR EACH BATTERY SOLD IN THE STATE OF FLORIDA. SHOP SUPPLIES OR WASTE DISPOSAL FEES MAY BE CHARGED. THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL. NO STORAGE CHARGE WILL BE APPLIED FOR A PERIOD OF _____ WORKING DAYS FROM DATE OF NOTIFICATION OF COMPLETION. STORAGE FEES ARE _____ PER DAY. ALL PARTS ARE NEW UNLESS OTHERWISE STATED. PARTS AND LABOR HAVE A MINIMUM LIMITED GUARANTEE FOR 3 MONTH OR 3,000 MILES WHICHEVER COMES FIRST.

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SIGNED _____ DATE _____

Total	$2,371.22

[redacted]

Estimate #	1357
P.O.	
Date	Mar 5, 2019
Time	05:14 pm

E S T I M A T E

[redacted]

Year	2010	Mileage	
Make	CHEVROLET	Tag	
Model	MALIBU	Vehicle #	
Engine	2.4L DIS-SFI FUEL INJECTION		
VIN		Promised	
Parts	Do Not Return Old Parts		

Labor	$937.50
Parts	$1,278.59
Misc	$0.00
Subtotal	$2,216.09
Tax	$155.13
Total	$2,371.22

Rate Type	Flat & Hourly	Payment Method	Check	Estimate Charge	$0.00
Other Authorized Person				Phone	

Misc.

Description	Quantity	Unit Cost	Price
No items			

Notes: CAMSHAFT SENSOR MAY NOT FIX TIMIMG ISSUE. MAY NEED TIMIMG BELT
CLEANING DRAIN MAY OR MAYNOT FIX ROOF LEAKING
IF IT IS CONVERTER LEAKING IT IS $427

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:
I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED $100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ DATE _____

FL STATUTE 5.403.718 MANDATES A $1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE OF FLORIDA, & FL STATUTE 5.403.2185 MANDATES A $1.50 FEE TO BE COLLECTED FOR EACH BATTERY SOLD IN THE STATE OF FLORIDA. SHOP SUPPLIES OR WASTE DISPOSAL FEES MAY BE CHARGED. THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL. NO STORAGE CHARGE WILL BE APPLIED FOR A PERIOD OF _____ WORKING DAYS FROM DATE OF NOTIFICATION OF COMPLETION. STORAGE FEES ARE _____ PER DAY. ALL PARTS ARE NEW UNLESS OTHERWISE STATED. PARTS AND LABOR HAVE A MINIMUM LIMITED GUARANTEE FOR 3 MONTH OR 3,000 MILES WHICHEVER COMES FIRST.

The signature below is my authorization for the auto repair facility to complete the repair work indicated above including the necessary materials and sublet work. I also authorize employees of the facility to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. I affirm that the facility is not responsible and shall be held harmless for loss or damage to my vehicle caused by fire, theft, or acts of nature.

SIGNED _____ DATE _____

Total	$2,371.22

[redacted]

Estimate #	1358
P.O.	
Date	Mar 5, 2019
Time	05:38 pm

E S T I M A T E

[redacted]

Cell: [redacted]
Home
Work

Year	2010	Mileage	
Make	CHEVROLET	Tag	
Model	MALIBU	Vehicle #	
Engine	2.4L DIS-SFI FUEL INJECTION		
VIN		Promised	
Parts	Do Not Return Old Parts		

Labor	$570.00
Parts	$1,320.00
Misc	$0.00
Subtotal	$1,890.00
Tax	$132.30
Total	$2,022.30

Rate Type	Flat & Hourly	Payment Method	Check	Estimate Charge	$0.00
Other Authorized Person				Phone	

Labor

Description	Hours	Rate	Price
REMOVE & REPLACE TRANSMISSION (AUTOMATIC)	7.60	$75.00	$570.00

Parts

Part No	Description	Quantity	Unit Cost	Price
FLUID		1.00	$60.00	$60.00
TRANSMISSION		1.00	$1,260.00	$1,260.00

Misc.

Description	Quantity	Unit Cost	Price
No items			

FL. STATUTE S.403.718 MANDATES A $1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE OF FLORIDA. & FL. STATUTE S.403.7185 MANDATES A $1.50 FEE TO BE COLLECTED FOR EACH BATTERY SOLD IN THE STATE OF FLORIDA. SHOP SUPPLIES OR WASTE DISPOSAL FEES MAY BE CHARGED. THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL. NO STORAGE CHARGE WILL BE APPLIED FOR A PERIOD OF _____ WORKING DAYS FROM DATE OF NOTIFICATION OF COMPLETION. STORAGE FEES ARE _____ PER DAY. ALL PARTS ARE NEW UNLESS OTHERWISE STATED. PARTS AND LABOR HAVE A MINIMUM LIMITED GUARANTEE FOR 3 MONTH OR 3,000 MILES WHICHEVER COMES FIRST.

The signature below is my authorization for the auto repair facility to complete the repair work indicated above including the necessary materials and sublet work. I also authorize employees of the facility to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. I affirm that the facility is not responsible and shall be held harmless for loss or damage to my vehicle caused by fire, theft, or acts of nature.

SIGNED _____ DATE _____

Total	$2,022.30

EXHIBIT L-1

Date 7-14-20

USED VEHICLE ORDER

Purchaser [redacted] Phone [redacted]

Address [redacted] City [redacted] State PA Zip [redacted]

ENTER MY ORDER FOR ONE _____ ☐ CAR _____ ☐ TRUCK OR _____ AS FOLLOWS:

YEAR	MAKE	MODEL	BODY	LIC. H.P.
2012	CHEVROLET	TAHOE	S/W	

ODOMETER	VIN / MOT	COLOR	STOCK NO.
140,000	[redacted]	BLK	

CAR SALES PRICE	$		TOTAL PURCHASE PRICE	$10,750	00
DELIVERY & HANDLING			DEPOSIT		
TAX			USED CAR ALLOWANCE $		
FILING			LESS LIEN $		
LIC. PLATES			HELD BY		
TITLE & TAX TO BE			EQUITY		
PAY AT NOTARY			CASH ON DELIVERY		
			TOTAL PAYMENT	$ 10,750	00
WILL MAIL DEALER PLATE					
AFTER TK IS					
REG.					
TOTAL PURCHASE PRICE	$				

The information you see in the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions to the contract of sale.

TRADE IN RECORD Contract to be paid in _____ payments of $ _____ each, 1st payment due _____

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.

ODOMETER	VIN / MOTOR NO.	TITLE NO.	STOCK NO.

☐ **SOLD AS IS.** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

☒ **SOLD WITH WARRANTY.** We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used. (Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used). All repairs must be made in our service shop or shops authorized by dealer named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature X

I have read the face and back of this order, and I approve all figures, terms and conditions in this purchase contract. I am 18 years of age or older and ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS ORDER ON THE DATE SHOWN ABOVE. The figures in this order are predicated upon actual cost of insurance and the correct amount of the lien due to the traded-in motor vehicle. All transactions are subject to finance company or bank approval. Regardless of the mileage appearing on the speedometer the seller makes no warranty or representation as to the extent of the motor vehicle has been used or driven.

I agree to accept delivery _____ S.S. No. _____

Buyer's Signature X [redacted] Phone _____

Address [redacted]

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.

Salesman J Kasperowski Accepted by _____ DEALER'S SIGNATURE

Form #135 Rev. 04-05 (10,000) Starr Adv. 888-439-2632

EXHIBIT L-2

Information

[redacted]

Chevrolet

Tahoe

2012

LT 4x4 4dr SUV

Used

Passenger Vehicles

SUV

Black

Black

Leather

V8 5.3L Natural Aspiration

Flex Fuel

Automatic 6-Speed

140,369

15 City / 21 Highway

$10,750

07/31/2020

$9,200

Retail Price History

$11,995	06/10/2020 1:06 pm
$11,495	05/28/2020 2:20 pm (12 days)

Description

0 Words

Check out this completely serviced 4x4, 3rd row 8 passenger Tahoe! It's complete with all new brakes, rotors, tires, shocks and a 6/21 inspection! It looks and drives new. 140k miles, clean title and an included 3 month 3k mile warranty at this price!

jkmotorcars.com 1214 main st sharpsburg text 4126002727

21 Photos

Show All Photos

EXHIBIT L-3

Invoice No.

TIME SOLD 13:35

BID NO. 0119

AMERICA'S AUTO AUCTION
Pittsburgh
55 East Buffalo Church Rd
Washington, PA 15301
Ph. (724) 225-1777
Fax (724) 225-7223
AmericasAutoAuction.com/Pittsburgh

TITLE NUMBER	STATE	SALE DATE	RUN NO.
[redacted]	PA	5/28/2020	B2-0046

TITLE RECEIPT	STOCK NO
☐ HAND DELIVERED ☐ MAIL DATE _____ INITIALS ____ DATE _____ INITIALS ____	310569

YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	OPTIONS	SERIAL NUMBER
2012	CHEVRO	TAHOE LT	4DR	BLACK	DT: 4X4 FUEL: F ENGINE: 5.3L 08 CY	[redacted]

ANNOUNCEMENTS	YELLOW	GREEN	RED	BLUE	FLASHING
			XX		
	LISTEN	WITH DRIVE	AS IS	TITLE ATTACHED	DRIVE LINE

SELLER (TRANSFEROR) B122 724-847-7770
BEAVER COUNTY DODGE CHRYSLER JEEP
2761 CONSTITUTION BLVD
BEAVER FALLS, PA 15010
License #: 00859914

MILEAGE 140349 DIGITAL

SELLERS CHECK _____ ☐ HAND DELIVERY
DATE _____ CLERK _____ ☐ MAILED

ODOMETER DISCLOSURE STATEMENT Section 580.5 Disclosure form.

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage - **WARNING ODOMETER DISCREPANCY.**

I, BEAVER COUNTY DODGE CHRYSLER JEEP
Print Transferor's Name (seller)
state that the odometer now reads 140349
miles (no tenths) and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the above statements is checked.

X _____ TRANSFEROR'S SIGNATURE (SELLER)
X _____ PRINTED NAME OF SIGNOR

I agree to sell and am authorized to sell above vehicle to Buyer for the below Purchase Price. Further, I agree to abide by Auction Policies, which I am familiar with and have in my possession.

Printed: 5/28/2020; 13:35:16

I, OR WE BY USE OF OUR PLATE OR AUTHORIZED SIGNATURE, HEREBY AGREE TO PAY THE INDICATED SALE PRICE FOR THE VEHICLE DESCRIBED IN THE ATTACHED VOUCHER UNDER THE TERMS AND RULES OF AMERICA'S AUTO AUCTION

PURCHASER/BUYER (TRANSFEREE) J216 Bid# 0119
JK MOTOR CARS
1214 MAIN STREET
PITTSBURGH, PA 15215
License: 18000590
412-252-2871

* NO RETAIL SALES
* ALL VEHICLES SOLD TO DEALERS FOR RESALE ONLY WITHOUT WARRANTY.
* AUCTION ASSUMES NO RESPONSIBILITY NOR GUARANTEES THE ACCURACY OF THE ODOMETER READING
* AUCTION ACCEPTS NO RESPONSIBILITY FOR THEFT, LIABILITY OR PROPERTY DAMAGE
* AFTER 5 DAYS BUYER WILL BE ASSESSED $5.00 A DAY FOR STORAGE.

BUYER INFORMATION	CHECK NO.	DATE PAID	CASH NO.	DEPOSIT DATE
	CB			DK

I am authorized to act on behalf of the below dealership (if listed) and agree to purchase the above vehicle. I agree that I have examined the vehicles and accept vehicle and title in its present condition. I agree to and am familiar with the terms and conditions of Auction's Standard Sale Contract and agree to allow Auction to complete a sale contract for this vehicle on my behalf. Further, I am familiar with, have in my possession and agree to abide by the Policies and Procedures of Auction.

412-600-2727
X JAISON KELLY
PRINTED TRANSFEREE'S NAME (BUYER)

X _____
TRANSFEREE'S SIGNATURE (BUYER)

OFFER $ _____ TOTAL $ _____
BUYER'S FEE $ _____
SELLER
☐ ACCEPTED
☐ COUNTER $ _____
REPRESENTATIVE _____
BUYER
☐ ACCEPTED
☐ DECLINED
☐ COUNTER $ _____
REPRESENTATIVE _____
OFFICE
CLERK _____
TIME COMPLETE _____

SELLING PRICE $	8,500.00
BUYER'S FEE $	550.00
OTHER CHARGES $	25-
AMOUNT DUE $	9075- ~~9,050.00~~

AUCTIONEER	CLERK
RF	MELISSA

WPK 105

THIS SALE IS SOLELY A TRANSACTION BETWEEN BUYING AND SELLING DEALERS. NO REPRESENTATION OF TITLE TO THIRD PARTIES IS MADE OR INTENDED. SUBJECT TO TERMS AND CONDITIONS POSTED FOR THIS AUCTION

EXHIBIT L-4

BUYERS GUIDE [redacted]

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

CHEVROLET TAHOE 2012 [redacted]

VEHICLE MAKE MODEL YEAR

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☒ **DEALER WARRANTY**

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay ____% of the labor and ____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:	DURATION:
3 MONTH, 3000 mile	

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

EXHIBIT L-5

Au 1-888-285-2567 [redacted]

[redacted]

Phone: [redacted] Hours: Mon.-Fri. 8am-5pm

NAME [redacted]

ADDRES [redacted]

CITY

Warranty on rebuilt transmissions 36 ~~12~~ months or 500 ~~12,000~~ miles

DATE 8-6-20 | CUST. ORDER NO. | PHONE [redacted]

YEAR AND MAKE OF CAR - TYPE OR MODEL 2012 Chevy TAHOE

LICENSE NO. [redacted] | MILEAGE 141403 | WRITTEN BY [redacted]

AMT	PART No.	NAME OF PART	SALE AMOUNT
1	104-ABWC	ATunit 62802	500 00
1	48H6 3yr - Advanc	Battery Cold	160 00
			2660 00

Vin# [redacted]

ATho# ~~1967653~~ 4838868

Trans Serial# 459WHS1327

DESCRIPTION OF WORK	AMOUNT
CK Transmission - Stopped Movin	
Scan + Test - Code - P2723	
Fluid Black + Smells burnt	
Replace Transmission with Transtar	
unit, Hot pulse Flush Trans Cooler + Flow	
Tow To dealer + have Reprogramed To latest	
Pickup - Test Drive + Reset System	
Warranty Pays Customer	$1900.00
GM TCM Reprogram	85 00

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL. AMICK'S TRANSMISSION IS NOT RESPONSIBLE FOR TOWING, HOTEL EXPENSES, RENTAL CAR OR LOST WAGES. ALL WARRANTY WORK MUST BE PERFORMED AT AMICK'S TRANSMISSION UNLESS OTHERWISE AUTHORIZED BY AMICK'S TRANSMISSION. LABOR IS NOT INCLUDED IN WARRANTY.

Ultimate Warranty

AUTHORIZED BY [redacted]

LABOR ONLY	900 00
PARTS	2660 00
SHOP SUPPLIES	2 40
HAZARDOUS WASTE	75 00
MISC. MERCHANDISE	194 00
SUBLET/ REPAIRS	180 00
TAX	159 60
TOTAL	4256 00
PAY THIS AMOUNT	

EXHIBIT M-1

BILL OF SALE

FOR A MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL

MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL DESCRIPTION

Year	Make/Manufacturer	Body Type	Model	Color
2012	GMC	SUV	Terrain	Black

Certificate of Title Number	Vehicle/Vessel Identification Number
	[redacted]

I/we do hereby sell or have sold and delivered the above described vehicle or vessel to:

Print Name(s) of Purchaser(s)		DL State	DL Number
[redacted]	[redacted]	PA	[redacted]

Address	City	State	Zip Code
[redacted]	[redacted]	PA	[redacted]

Date of Sale	Salesperson	Selling Price
10/3/2020		7700

Trade In Year/Make Model	Trade In Mileage	Trade In VIN	Trade In Allowance

ODOMETER DISCLOSURE STATEMENT (REQUIRED FOR A MOTOR VEHICLE)

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

We state that this motor vehicle's ☐ 5-digit or ☐ 6-digit odometer now reads 1 1 3 1 7 9 .XX (no tenths) miles, date read 1 / 3 / 202, and we hereby certify that to the best of our knowledge the odometer reading

☑ 1. REFLECTS THE ACTUAL MILEAGE. ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. IS NOT THE ACTUAL MILEAGE.

Affidavit (when applicable):

COSTS AND DISCOUNTS

Type	*Amount*	*Note*
Selling Price	$7,700.00	tax and plate to notary
Total	$7,700.00	

CERTIFICATION

Under penalty of perjury, I declare that I have read this document and that the facts stated in it are true.

Seller's Address	*City*	*State*	*Zip Code*
1214 Main St	Pittsburgh	PA	15215

Seller's Signature	*Seller's Printed Name*	*Date*
	JK Motor Cars	

Purchaser's Signature	*Purchaser's Printed Name*	*Date*
	[redacted] [redacted]	

Co-purchaser's Signature (when applicable)	*Co-purchaser's Printed Name (when applicable)*	*Date*

EXHIBIT M-2

JK Motor Cars
(412) 252-2871

2012 GMC Terrain

Stock Number:
VIN: [redacted]
Engine: 2.4L I4

Trim: SLE 1 AWD 4d
Mileage: 113,179

Color: Black
Fuel Type: Flex Fuel
MPG: 20 city / 29 hwy

Options

Door Handle Color - Body-Color
Grille Color - Black
Grille Color - Chrome Surround
Mirror Color - Body-Color
Rear Bumper Color - Body-Color
Skid Plate(S)
Floor Mat Material - Carpet
Front Air Conditioning - Automatic Climate Control
Front Air Conditioning Zones - Single
Steering Wheel Trim - Vinyl
Assist Handle - Front
Assist Handle - Rear
Center Console - Front Console With Armrest And Storage
Cruise Control
Cupholders - 6
Cupholders - Front
Cupholders - Rear
Multi-Function Remote - Keyless Entry
Power Outlet(S) - 12v
Steering Wheel - Tilt And Telescopic
Steering Wheel Mounted Controls - Audio
4wd Type - Full Time
Abs - 4-Wheel
Axle Ratio - 3.53
Center Differential - Mechanical
Front Brake Diameter - 12.6
Front Brake Width - 1.18
Front Suspension Classification - Independent
Rear Brake Diameter - 11.9
Rear Brake Width - 0.78
Rear Stabilizer Bar
Rear Suspension Classification - Independent
Rear Suspension Type - Multi-Link
Stability Control
Traction Control

Description

Get in and get this one before the snow comes! This 4x4 GMC is a beauty! The suv looks like new inside and out and is loaded with options. It has the large in dash screen, all power options and plenty of room for the whole family. Inspected in to next year with just 113k miles, this includes a 3 month 3k mile warranty at asking price. text 4126002727 1214 main st sharpsburg jkmotorcars.com

Price: $7,995

Information deemed reliable, but not guaranteed. Interested parties should confirm all data before relying on it to make a purchase decision. All prices and specifications are subject to change without notice. Prices may not include additional fees such as government fees and taxes, title and registration fees, finance charges, dealer preparation fees, processing fees, and emission testing and compliance charges.

SCAN ME!

Visit us online at
www.jkmotorcars.com
Powered by Carsforsale.com

TM

WPK 066

EXHIBIT M-3

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

GMC	Terrain	2012	[redacted]
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE

☒ **DEALER WARRANTY**

☐ FULL WARRANTY

☒ LIMITED WARRANTY. The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:	DURATION:
Powertrain	3 months 3000 miles up to $1500 in coverage

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☒ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

EXHIBIT N-1

BILL OF SALE

FOR A MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL

MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL DESCRIPTION

Year	Make/Manufacturer	Body Type	Model	Color
2011	GMC	SUV	Terrain	Blue

Certificate of Title Number	Vehicle/Vessel Identification Number
	[redacted]

I/we do hereby sell or have sold and delivered the above described vehicle or vessel to:

Print Name(s) of Purchaser(s)	DL State	DL Number
[redacted]	PA	[redacted]

Address	City	State	Zip Code
[redacted]	[redacted]	PA	[redacted]

Date of Sale	Salesperson	Selling Price
11/30/2021		8660

Trade In Year/Make/Model	Trade In Mileage	Trade In VIN	Trade In Allowance

ODOMETER DISCLOSURE STATEMENT (REQUIRED FOR A MOTOR VEHICLE)

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

We state that this motor vehicle's ☐ 5-digit or ☐ 6-digit odometer now reads 1 0 6 3 4 2 XX (no tenths) miles, date read: 11 / 30 / 2021, and we hereby certify that to the best of our knowledge the odometer reading:
☑ 1. REFLECTS THE ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. IS NOT THE ACTUAL MILEAGE.

Affidavit (when applicable):

COSTS AND DISCOUNTS

Type	*Amount*	*Note*
Selling Price	$8,660.00	Comes w/ 3 Month/3000 mile Warranty
Total	$8,660.00	

CERTIFICATION

Under penalty of perjury, I declare that I have read this document and that the facts stated in it are true.

Seller's Address	*City*	*State*	*Zip Code*
1214 Main St	Pittsburgh	PA	15215

Seller's Signature	*Seller's Printed Name*	*Date*
	JK Motor Cars	11/30/21

Purchaser's Signature	*Purchaser's Printed Name*	*Date*
[redacted]	[redacted] [redacted]	11-30-21

Co-purchaser's Signature (when applicable)	*Co-purchaser's Printed Name (when applicable)*	*Date*

Form may not satisfy your local, county, state, or federal licensing requirements. Please check with your local licensing office.

Powered by Cardonsale.com

EXHIBIT N-2

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

GMC	Terrain	2011	[redacted]
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☒ **DEALER WARRANTY**

☐ FULL WARRANTY

☒ LIMITED WARRANTY. The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

Powertrain / ENGINE / TRANSMISSION
LIMITED WARRANTY COVERING
UP TO $1500.00

DURATION:

3 months 3000 miles up to $1500 in coverage

[redacted] 11-30-21

[redacted] 11-30-21

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☒ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

EXHIBIT N-3

AUL LIMITED WARRANTY

Vehicle Inspection Form must be attached

Vehicle Purchase/Effective Date: 1 / 29 / 2022 (Month / Day / Year)

ADMIN USE ONLY:

Limited Warranty Number: [redacted]

COVERAGE INFORMATION

Only those parts specifically listed under "What is Covered by this Limited Warranty" are covered.

Engine, Drive Axle, Seals and Gaskets, Transmission,

TERM: 3 MONTH(S)

3000 MILES

This warranty will expire on the first to occur of the expiration date or miles as listed below.

04-29-2022 EXPIRATION DATE

109342 EXPIRATION MILES

Refer to "What is Covered by this Limited Warranty" for a complete explanation of coverage.

L I M I T E D W A R R A N T Y

VEHICLE INFORMATION

YEAR	MAKE AND MODEL	PRESENT MILEAGE
2011	GMC TERRAIN	106342

DRIVE TYPE: [X] 2WD [ ] 4WD/AWD

VEHICLE IN-SERVICE DATE: 03-28-2022 (MONTH DAY YEAR)

VIN: [redacted]

DEDUCTIBLE: $ 100 PER REPAIR VISIT

VEHICLE PURCHASE PRICE: $ 8,660.00

OWNER INFORMATION

OWNER FIRST NAME/CO-OWNER FIRST NAME: [redacted]

OWNER LAST NAME/CO-OWNER LAST NAME: [redacted]

ADDRESS: [redacted]

TELEPHONE NUMBER: [redacted]

CITY: [redacted]

STATE: PA

ZIP CODE: [redacted]

EMAIL ADDRESS: [redacted]

ISSUING DEALER INFORMATION

DEALERSHIP NAME: JK Motor Cars

DEALERSHIP EMPLOYEE: jaison72

ADDRESS: 1214 Main Street

DEALER ID: 71480

TELEPHONE NUMBER: 412-252-2871

CITY: Pittsburgh

STATE: PA

ZIP CODE: 15215

KEY TERMS AND PROVISIONS

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty takes effect immediately upon the sale of the vehicle to the purchaser for the period of time this Limited Warranty is in effect and is subject to the following terms and conditions:

The **ISSUING DEALER** agrees, subject to the terms and conditions as itemized herein, that the **ISSUING DEALER** or an authorized licensed repair facility will make repairs or replacements to the **COVERED VEHICLE** at no cost for parts or labor (subject to applicable **DEDUCTIBLE** and items specifically excluded). These repairs or replacement of parts must be required due to a **FAILURE** of such covered parts and **YOU** must follow the proper claims submission and maintenance procedures as outlined in this Limited Warranty. No coverage is afforded under this Limited Warranty for any loss covered by the Manufacturer's Warranty or for any defects for which the Manufacturer has announced a recall program. The **ISSUING DEALER** and **ADMINISTRATOR** neither assume nor authorize any other person to assume for it any other obligations or liabilities in connection with the **COVERED VEHICLE** hereunder except those obligations and liabilities stated in this Limited Warranty. This Limited Warranty is not transferable to a subsequent owner. **YOUR** Limited Warranty protection is subject to a **$ 100 DEDUCTIBLE per repair visit**.

The General Provisions of this Limited Warranty contain several words that have special meanings. The following words are important in this Warranty and they are printed in **BOLD** type below.

"ADMINISTRATOR," "WE," "US," and **"OUR"** means A.U.L. Corp. 1250 Main Street, Suite 300, Napa, California 94559, 1-800-826-3207.

"VEHICLE PURCHASE DATE" means the date the vehicle was purchased as listed on this Limited Warranty.

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CUSTOMER COPY

Continued from page 1
"COST" means the usual and approved charges for parts and labor to repair or replace the covered part. Replacement of covered parts may be made with new, remanufactured, or parts of like kind and quality, at the option of the **ADMINISTRATOR**.
"COVERED VEHICLE" means the car or light-duty truck or van described as such on this Limited Warranty.
"DEDUCTIBLE" means the amount that the **LIMITED WARRANTY HOLDER** must pay for covered repairs per repair visit.
"**DISAPPEARING DEDUCTIBLE**" means that if **YOUR** Limited Warranty lists **DISAPPEARING DEDUCTIBLE** on the first page under "Coverage Information" then no **DEDUCTIBLE** will be charged so long as the **COVERED VEHICLE** is returned to the **ISSUING DEALER** for repair.
"**EXPIRATION DATE"** means the **VEHICLE PURCHASE DATE** plus the Term as listed on this Limited Warranty.
"EXPIRATION MILEAGE" means if the mileage term purchased exceeds 72,000 miles, this Limited Warranty will expire when the odometer reaches the mileage Term purchased. (For example, with the Term 72/100, i.e., 72 months or 100,000 miles, the Limited Warranty will expire when the odometer reaches 100,000 miles.) The mileage Term is NOT added to the mileage on the odometer at the time of purchase. If the mileage Term purchased is 72,000 miles or less, the mileage Term purchased IS added to the mileage on the odometer at the time of purchase. This Limited Warranty will expire at either the **EXPIRATION DATE** or the **EXPIRATION MILEAGE**, whichever occurs first, or when **WE** have wholly fulfilled **OUR** financial obligations under the terms of the Limit of Liability clause, item "Z" under "WHAT IS NOT COVERED" by this Limited Warranty.
"FAILURE" or "FAILED" means the inability of any covered component(s), which has received Manufacturer's recommended service, to perform the function(s) for which it was designed, including when any covered component(s) has worn beyond the Manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.
"ODOMETER MILES" means the mileage recorded on the odometer provided that it has not stopped or been changed to lower the actual mileage, as determined in accordance with Public Law 92-513, Title IV, as amended.
"ISSUING DEALER" means the Dealer described as such on this Limited Warranty.
"LIMITED WARRANTY HOLDER," "YOU," and **"YOUR"** mean the owner designated as such on this Limited Warranty.
"WARRANTY REMAINING" If **"WARRANTY REMAINING"** is listed on the first page under "Coverage Information" AND the **COVERED VEHICLE** is still within the original Full Manufacturer's Warranty period, coverage begins at the **VEHICLE PURCHASE DATE** and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Mileage, whichever occurs first.

WHAT TO DO IN THE EVENT OF A MECHANICAL BREAKDOWN

It is **YOUR** duty to use all reasonable means and precautions to protect the vehicle from further damage. Continued operation of the vehicle after any mechanical breakdown occurs, constitutes failure to protect the vehicle in all cases, and any further damage as a result of **YOUR** failure to protect the vehicle is not covered by this Limited Warranty.

Administrator phone number and address: Toll Free 1.888.285.2567 | A.U.L. Corp., 1250 Main Street, Suite 300, Napa, CA 94559

1. Bring your vehicle to an authorized licensed repair facility during normal Service Department working hours.
2. In all cases, **YOUR** designated repair facility must contact the **ADMINISTRATOR** and obtain their authorization prior to proceeding with any repairs.
3. Repair Orders for completed, prior authorized, repairs should be sent to the above address for Reimbursement, or call 888.285.2567 for instructions.
4. The Warranty **ADMINISTRATOR** will then reimburse **YOU** or **YOUR** authorized licensed repair facility, for all covered repairs on behalf of the **ISSUING DEALER**.
5. **Emergency Repairs**: If emergency repairs covered by this Limited Warranty are required outside the **ADMINISTRATOR's** or **ISSUING DEALER's** business hours, the **LIMITED WARRANTY HOLDER** should deliver the **COVERED VEHICLE** to a licensed repair facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, the **LIMITED WARRANTY HOLDER** should report the repairs to the **ADMINISTRATOR**. To report an emergency repair and obtain a reimbursement, please call 888.285.2567 for instructions. Emergency repairs are only those repairs, which, if not performed, would render **YOUR COVERED VEHICLE** inoperable or unsafe to drive and impair its future operation.

WHAT YOU MUST DO TO MAINTAIN YOUR VEHICLE

You must maintain proper fluid levels. Check fluid levels every 300 miles or when refueling. Damage caused by inadequate fluid levels are not covered by this Limited Warranty.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

This Limited Warranty does not cover:

A. Repairs or replacements not authorized in advance by the **ADMINISTRATOR**, except for repairs that qualify as **Emergency Repairs** as described under WHAT TO DO IN THE EVENT OF A MECHANICAL BREAKDOWN.
B. Repairs or replacements of components of the **COVERED VEHICLE** that were not operating properly in accordance with Manufacturer's specifications at the time of the sale of the **COVERED VEHICLE**.
C. Any mechanical breakdown or **FAILURE** that occurs to or results from non-standard (any component not installed by the original manufacturer) or high performance parts, alternate fuels, any mechanical or electrical alterations made to the **COVERED VEHICLE** including, but not limited to, the use of oversized tires, installation of header pipes, lift kits, or snow plow equipment or fittings.
D. Any part, repair, or replacement thereof while covered by insurance, a Manufacturer's Warranty, recall program, factory service bulletins, or special policy.
E. Any **COVERED VEHICLE** if the odometer has been tampered with, altered, disconnected (excluding during maintenance or repair) or not maintained in working order, causing it to not record actual mileage driven.
F. Any mechanical breakdown or **FAILURE** caused by (a) failure to service the **COVERED VEHICLE** as recommended by the manufacturer; (b) overheating, regardless of the cause of overheating or resulting from contamination or inadequate amounts of coolant, lubricants, or fluids; (c) continued operation of **YOUR COVERED VEHICLE** or failure to use reasonable means to protect **YOUR COVERED VEHICLE** from further damage after a **FAILURE** occurs; (d) sludge, rust, residue, or corrosion; (e) lack or loss of oil or lubricant; or (f) OWNER OR DRIVER NEGLIGENCE OR MISUSE, WHICH SHALL INCLUDE OPERATION OF THE VEHICLE AFTER THE **FAILURE** OF ANY PART, THE NORMAL OPERATION OF WHICH IS REQUIRED TO MAINTAIN A SAFE ENGINE OPERATING TEMPERATURE. AN UNSAFE ENGINE OPERATING TEMPERATURE IS INDICATED BY GAUGES, WARNING LIGHTS, OR AUDIBLE WARNING SOUNDS.
G. Any vehicle used for any form of competitive driving, racing or abusive driving.
H. Any vehicle used for pulling a trailer with a gross vehicle weight in excess of 1,500 pounds unless the vehicle is equipped as recommended by the manufacturer.
I. The following, unless required in connection with repairs or replacements covered hereunder: adjustments, wheel or suspension alignments, wheel balancing, engine tune-ups, grinding valves, refrigerants, reprogramming.
J. Phones, Wireless Transmitting Devices, Television/VCR, DVD Players and LCD Screens (except as described in this Limited Warranty), Satellite Radio, Electronic Device Software.
K. Commercial use including, but not limited to, public hire, rental, taxi, or livery, and vehicles with non-standard equipment installed specifically to facilitate commercial use.
L. During the period covered by this Limited Warranty, it may become necessary to: (a) replace spark/glow plugs, cap and rotors, points, fuses, wiper blades, PCV valves, emission components, filters, fly wheels, flex plates, clutch assembly and hydraulics, brake and clutch linings, pressure plate, throw-out and

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pilot bearings, hoses, molded rubber or rubber like items, glass and glass lenses, windows, sealed beams, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint, exhaust system (excluding exhaust manifold if cracked or warped (EXCLUSIONARY COVERAGE ONLY)), brake rotors and drums, batteries, carburetor; (b) adjustments to carburetor, throttle body assembly, ignition, transmission bands, belts or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; (d) add oil, coolant, fluids, lubricants, greases, or refrigerants. Costs for these services and parts are not covered by this Limited Warranty, regardless of the cause of failure.

M. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to repair the covered component.
N. Losses resulting from delays or failures caused by acts of God, accidental loss or damage, collision or upset, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, war, riot or civil commotion, labor strikes, or other causes beyond the control of the **ADMINISTRATOR**.
O. Incidental or consequential damages, such as loss of time, inconvenience or loss of use of the **COVERED VEHICLE**. Some states do not allow the exclusion or limitation of consequential damages, so this limitation or exclusion may not apply to you.
P. A part or component that a repair facility may recommend replacing but which has not **FAILED**.
Q. Maintenance services and parts described in the Manufacturer's Maintenance Schedule for the **COVERED VEHICLE**.
R. Rust damage or body repair, convertible or vinyl tops, air and water leaks, wind noise, weather strips, squeaks, and rattles.
S. Repairs or replacements made outside the United States or Canada.
T. Repairs to correct loss of compression or oil consumption related to burnt or carbonized piston rings or valve components.
U. Mechanical breakdown caused by ruptured or damaged constant velocity boots (NOT APPLICABLE TO EXCLUSIONARY COVERAGE).
V. Damage to a covered part resulting from a mechanical breakdown or **FAILURE** of a non-covered part, or from faulty or negligent repairs, or installation of defective parts.
W. Damages for bad faith, punitive or exemplary damages, property damage (except as specifically stated in the Limited Warranty), and attorney fees.
X. Any vehicle not originally manufactured to U.S. specifications or with restricted titles, commonly known as a grey market vehicle; salvaged vehicles or factory buybacks.
Y. Limit of Liability (per repair visit)-The **COST** of repairs in excess of the approved **COST** to correct any **FAILURE** using the approved retail labor time from a nationally recognized labor time guide (i.e. Motors Guide, All-Data), less any **DEDUCTIBLE**. Parts replacement **COST**s shall not exceed the Manufacturer's suggested retail price. In no event shall **OUR** liability exceed the approved **COST** necessary to correct the actual cause of **FAILURE**.
Z. Limit of Liability (Aggregate)-Accumulation of repair claims which exceed an aggregate amount of $ 1500
AA. Authorized covered repairs that have not been submitted to the **ADMINISTRATOR** within 180 days from date of completed repairs.
BB. Fluid loss, shop supplies, maintenance items, adjustments, diagnosis, freight, and state or local tax.

REFER TO "WHAT IS COVERED BY THIS LIMITED WARRANTY"
ON THE FOLLOWING PAGE FOR A COMPLETE EXPLANATION OF COVERAGE.

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WHAT IS COVERED BY THIS LIMITED WARRANTY

-----Only those parts specifically listed below are covered.-----

Engine Group: All internally lubricated parts. Crankshaft and bearings, oil pump, fuel pump, diesel injection pump, water pump, internal timing gears or chain/belt, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, valve guides, pistons and rings, wrist pins, connecting rods, motor mounts and distributor drive gear. The engine block and cylinder heads are covered only if damage is caused by the FAILURE of an internally lubricated part.
ENGINE (Rotary): All of the above listed parts plus rotors, rotor seals, rotor chamber, eccentric shaft and bearings. Seals and gaskets are covered when replaced in conjunction with a covered FAILURE.
Turbocharger/Supercharger: Factory installed turbocharger or supercharger, including housing, and all internal parts.
Drive Axle Group (Front or Rear): Pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, thrust washers, axles, internal axle bearings, constant velocity joints, internal transaxle seal, and drive axle housing if damaged by the FAILURE of an internally lubricated part. Seals and gaskets are covered when replaced in conjunction with a covered FAILURE.
Seals and Gaskets: Coverage is included on covered components. Minor loss of fluid or seepage is considered normal and is not considered a FAILURE.
Transmission, Transaxle and Transfer Case (4x4/AWD): All internally lubricated parts. Drive shaft/U joint, torque converter, and transmission mounts. Case housings are covered if damaged by the FAILURE of an internally lubricated part. Seals and gaskets are covered when replaced in conjunction with a covered FAILURE.

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EXHIBIT N-4

[redacted]

ESTIMATE

ESTIMATE # 3929
DATE 3/29/2022

CUSTOMER INFORMATION

[redacted]

****THIS IS NOT AN INVOICE****

YEAR, MAKE MODEL, COLOR	PLATE #	MILEAGE
2011 GMC TERRAIN SLE (BLUE)	[redacted]	112577

VIN #	ENGINE	TRANSMISSION	ESTIMATE GOOD FOR
[redacted]	2.4 L 2384 CC L4 DOHC 16	6T45	30 DAYS

CATEGORY	DESCRIPTION	QTY	PRICE	TAX ?	EXTENSION
NOTE	TIMING CHAIN NOISE, GOES AWAY WHEN CAM SHAFT SOLENOIDS ARE UNPLUGGED REDUCING STRESS ON CHAIN BUT WHEN PLUGGED IT CHAIN BEGINS TO MAKE NOISE POSSIBLY HITTING UPPER GUIDE DUE TO BEING STRETCHED, TENTIONER GOING OR BAD GUIDES				

PARTS		LABOR		FLUID		OTHER	

NOTES

SUBTOTAL	$0.00
TAX	$0.00
TOTAL	**$0.00**

/NWTRANS

THANK YOU FOR YOUR BUSINESS!

@NWT_412

ACCEPTED HERE

CREATED BY [redacted] ON: 3/29/2022 | MODIFIED BY [redacted] ON: 4/6/2022

ESTIMATE

EXHIBIT N-5

[redacted]

ESTIMATE #

092692

Estimate for Services

[redacted]

Estimate Date : 4/14/2022

2011 GMC - Terrain SLE - 2.4L, In-Line4 (146CI) VIN(C)

Lic # [redacted]

Odom. In: 0

VIN # : [redacted]

Part Description / *Number*	Qty	Sale	Ext	Labor Description	Hours	Extended
				VEHICLE NEEDS WATER PUMP CHAIN , MAIN TIMING CHAIN WITH GUIDES , AND COMPLETE TUNE UP . VEHICLE SHOULD NOT BE DRIVEN IN THIS CONDITION WILL CAUSE MORE DAMAGE / ABS BRAKE SYSTEM IS NOT WORKING , POSSIBLE ABS UNIT , WHEEL SPEED SENSORS . APX COST ON REPAIRING ENGINE 2800.00 AND THEN RECHECK FOR ANY ADDITIONAL CODES / I WOULD NOT RECOMMEND REPAIRING THIS VEHICLE AS THE CONDITION OF VEHICLE DOES NOT WARRANT IT.		

Parts/Supplies: 0.00 Labor: 0.00

[redacted]

Total : $ 0.00

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.
SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.
TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within____days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts____. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date _____ Time _____

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EXHIBIT N-6

We want your vehicle! Get the best value for your trade-in!

JK MOTOR CARS

Ph. (412) 252-2871

Spring Clean Special $59.99

HOME | INVENTORY | DETAILING | WARRANTY | CAR FINDER | WE BUY CARS | CONTACT US | ABOUT US | OUR FAMILY

Home / Inventory / GMC / Terrain

2011 GMC Terrain SLE-2

AWD SLE-2 4dr SUV

Price **$9,995** Mileage **112,619**

Call Us | Text Us | Email Us | $ Value My Trade

Photos (19) Share Vehicle

Virtual Appointments | Video Walkarounds | Online Paperwork

SHOW ME THE CARFAX

Vehicle Info

Condition: Used

Engine: 14.2.4L Natural

Transmission: Automatic 6-Speed

Drivetrain: AWD

Fuel: Gasoline

Exterior Color: Blue

Interior Color: Gray

Stock #: N/A

VIN: Request VIN

Fuel Economy

CITY 20 HWY 29

Email Dealership

Email Us | Text Us

First Name *

Last Name

Email *

Phone

Do you have a trade-in?

Select Services I'm Interested In

Could you provide more information about this 2011 GMC Terrain SLE-2?

69/1000

I'm not a robot

Send Email

By clicking "Send Email", I consent to be contacted by Carsforsale.com and the dealer selling this vehicle at any telephone number I provide, including, without limitation, communications sent via text message to my cell phone or communications sent using an autodialer or prerecorded message. This acknowledgment constitutes my written consent to receive such communications.

Ready to trade in? Let us know what you have. Value My Trade

Have additional questions? Give us a call and we'd be happy to help! Call Now!

Description

Just in, just serviced, detailed and ready to go with a newer set of tires, this 4x4 GMC Terrain has 5/23 pa state and emissions. Carfax shows a clean title with 60 service records. With just 112k miles, this includes a 3 month 3k mile limited powertrain warranty at asking price. All power options are working as they should including the sunroof. Text 4126002727 jkmotorcars.com 1214 main st sharpsburg

Read Less

Features

Dealership Info

JK Motor Cars

1214 Main St
Pittsburgh, PA 15215

Call Us

Text Us

- Door Handle Color - Body-Color
- Front Bumper Color - Body-Color
- Grille Color - Black With Chrome Accents
- Mirror Color - Body-Color
- Rear Bumper Color - Body-Color
- Floor Mat Material - Carpet
- Floor Mats - Front
- Front Air Conditioning - Automatic Climate Control
- Front Air Conditioning Zones - Single
- Steering Wheel Trim - Leather
- Armrests - Rear Folding
- Assist Handle - Front
- Assist Handle - Rear
- Center Console - Front Console With Armrest And Storage
- Cruise Control
- Cupholders - 6
- Cupholders - Front
- Cupholders - Rear
- Multi-Function Remote - Keyless Entry
- Steering Wheel - Tilt And Telescopic
- Storage - Door Pockets
- Power Outlet(S) - 12v Cargo Area
- Power Outlet(S) - 12v Front
- Power Outlet(S) - 12v Rear
- Power Steering - Variable/Speed-Proportional
- Vanity Mirrors - Dual Illuminating
- Ambient Lighting
- Cargo Area Light
- Reading Lights - Front
- One-Touch Windows - 2
- Rearview Mirror - Auto-Dimming
- 4wd Type - Full Time
- Abs - 4-Wheel
- Axle Ratio - 3.53
- Center Differential - Mechanical
- Front Brake Diameter - 12.6
- Front Brake Width - 1.18
- Front Suspension Classification - Independent
- Rear Brake Diameter - 11.9
- Rear Brake Width - 0.78
- Rear Stabilizer Bar
- Rear Suspension Classification - Independent
- Rear Suspension Type - Multi-Link
- Stability Control
- Traction Control
- Front Shock Type - Gas
- Front Spring Type - Coil
- Front Suspension Type - Lower Control Arms
- Rear Spring Type - Coil
- Front Struts - Macpherson
- Front Brake Type - Ventilated Disc
- Rear Brake Type - Ventilated Disc
- Alternator - 120 Amps
- Battery Rating - 525 Cca
- Antenna Type - Mast
- Auxiliary Audio Input - Jack
- Auxiliary Audio Input - Usb
- Compass
- Driver Information System
- External Temperature Display
- In-Dash Cd - Single Disc
- Premium Brand - Pioneer
- Radio - Am/Fm
- Satellite Communications - Onstar
- Speed Sensitive Volume Control
- Subwoofer - 1
- Trip Odometer
- Warnings And Reminders - Low Fuel Level
- Wireless Data Link - Bluetooth
- In-Dash Cd - Mp3 Playback
- Total Speakers - 7
- Gauge - Tachometer
- Warnings And Reminders - Tire Fill Alert
- Daytime Running Lights
- Front Fog Lights
- Headlights - Halogen
- Liftgate Window - Fixed
- Rear Door Type - Liftgate
- Spare Tire Size - Full-Size
- Tire Type - All Season
- Wheels - Painted Aluminum
- Front Wipers - Intermittent
- Power Windows
- Rear Privacy Glass
- Rear Wiper - Intermittent
- Rear Wiper - With Washer
- Window Defogger - Rear
- Child Seat Anchors - Latch System
- Front Airbags - Dual
- Rearview Monitor
- Side Airbags - Front
- Side Curtain Airbags - Front
- Anti-Theft System - Alarm
- Airbag Deactivation - Occupant Sensing Passenger
- Power Door Locks - Anti-Lockout
- Side Mirror Adjustments - Manual Folding
- Side Mirror Adjustments - Power
- Camera System - Rearview
- Child Safety Door Locks
- Front Seat Type - Bucket
- Front Seatbelts - 3-Point
- Driver Seat Power Adjustments - 8
- Driver Seat Power Adjustments - Lumbar
- Front Headrests - 2
- Front Headrests - Adjustable
- Rear Headrests - 2
- Rear Headrests - Adjustable
- Rear Seat Type - 60-40 Split Bench
- Rear Seat Manual Adjustments - Reclining
- Rear Seatbelts - 3-Point
- Rear Seat Folding

Show Less

Dealer Services

Get Directions

By placing this call you agree to the Terms and Conditions of Use of this website and that this call may be recorded by JK Motor Cars, using technology powered by Carsforsale.com, for business purposes.

Virtual Appointments

Digitally connect with dealers to answer questions about the virtual buying process, available inventory, financing options and more!

Video Walkarounds

Shop safe! Inspect the details, ask all your questions and experience the benefits of the dealership from a distance with video walkarounds.

Online Paperwork

Start or even fully complete sales paperwork online. It's a safe and easy process that makes buying seamless.

Unless prohibited by applicable rules or regulations.

Safety

Be protected. Check for open recalls:

Safety Recall Status

Prices and availability are subject to change. Prices do not include sales tax or plate fees. Vehicles are sold as is unless otherwise stated.

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EXHIBIT N-7

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Message

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Share

About This Vehicle

- Driven 112,000 miles
- Automatic transmission
- Exterior color: Blue · Interior color: Black
- 4/5 overall NHTSA safety rating
- Fuel type: Gasoline
- 22.0 MPG city · 32.0 MPG highway · 26.0 MPG combined
- Clean title
  This vehicle has no significant damage or problems.

Typical Features

- Leather Seats

facebook

Log In

Alloy Wheels

Backup Camera

See All Typical Features

Seller's Description

Just in, just serviced, detailed and ready to go with a newer set of tires, this 4x4 GMC Terrain has 5/23 pa state and emissions. Carfax shows a clean title with 60 service records. With just 112k miles, this includes a 3 month 3k mile limited powertrain warranty at asking price. All power options are working as they should including the sunroof. Text [hidden information] jkmotorcars.com 1214 main st sharpsburg **See less**

Seller Information

(34)

Business Details

This seller says they're listing on behalf of a business.

Jk motor cars

1214 Main St

Pittsburgh, Pennsylvania 15215-2410

Get directions

(412) 252-2871

Business description Sales of clean inspected pre owned cars

Today's picks

Pittsburgh · 40 mi

facebook

Log In

$75
Dressers (two) both for listed price
Pittsburgh, PA

$10
55 gallon Burn Barrels
Leechburg, PA

$30
Weber Gas Grill
Pittsburgh, PA

$75
New Balance Fresh Foam 1080 Tennis Shoes
East Liverpool, OH

$75
Mini fridge 4.4 cubic ft no freezer
Pittsburgh, PA

$1
DIRT CHEAP MOVING SALE pt.5
Mt Pleasant, PA

FREE
2009 John Deere gator 620i 4x4 - $1,000
Pittsburgh, PA

$30
Tv Stand
Coraopolis, PA

FREE
FREE Playhouse
Pittsburgh, PA

facebook

Log In

Coleman 5000 BTU Heater
Rochester, PA

White bookcase/shelf
Greensburg, PA

2010 Chevrolet cobalt LS Sedan 4D
Oakdale, PA
136K miles

$5
Adirondack chairs
Harmony, PA

$40
Recliner chair
Pittsburgh, PA

$25
Fujifilm Instax Mini 8
Ships to you

FREE
2005 Toyota Camry $800
Pittsburgh, PA

$330
iPhone 12 mini
East Liverpool, OH

$1
Bed California King Best Offer
Wexford, PA

FREE

$200

facebook

Log In

EXHIBIT O-1

BILL OF SALE

FOR A MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL

MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL DESCRIPTION

Year	Make/Manufacturer	Body Type	Model	Color
2010	Ford	SUV	Expedition	Blue

Certificate of Title Number	Vehicle/Vessel Identification Number
	[redacted]

I/we do hereby sell or have sold and delivered the above described vehicle or vessel to:

Full Name(s) of Purchaser(s)	DL State	DL Number
[redacted]	PA	[redacted]

Address	City	State	Zip Code
[redacted]	[redacted]	PA	[redacted]

Date of Sale	Salesperson	Selling Price
2/8/2022		8995

Trade In Year/Make/Model	Trade In Mileage	Trade In VIN	Trade In Allowance
2019 Ford EcoSport	22194	[redacted]	16500

ODOMETER DISCLOSURE STATEMENT (REQUIRED FOR A MOTOR VEHICLE)

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

We state that this motor vehicle's [ ] 5-digit or [ ] 6-digit odometer now reads [1][5][4][9][9][5] XX (no tenths) miles, date read: 2 / 8 / 202 , and we hereby certify that to the best of our knowledge the odometer reading:

[✓] 1. REFLECTS THE ACTUAL MILEAGE [ ] 2. IS IN EXCESS OF ITS MECHANICAL LIMITS [ ] 3. IS NOT THE ACTUAL MILEAGE

Affidavit (when applicable):

COSTS AND DISCOUNTS

Type	Amount	Note
Selling Price	$8,095.00	
Trade-in Allowance	$16,500.00	
License	$225.00	plate transfer at notary
Total	($7,280.00)	

CERTIFICATION

Under penalty of perjury, I declare that I have read this document and that the facts stated in it are true.

Seller's Address	City	State	Zip Code
1234 Main St	Pittsburgh	PA	15215

Seller	Seller's Printed Name	Date
[redacted]	JK Motor Cars	

Purchaser's Signature	Purchaser's Printed Name	Date
	[redacted]	

Co-purchaser's Signature (when applicable)	Co-purchaser's Printed Name (when applicable)	Date

EXHIBIT O-2

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Ford	Expedition	2010	[redacted]
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☒ **DEALER WARRANTY**

☐ FULL WARRANTY

☒ LIMITED WARRANTY. The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

Limited powertrain warranty

DURATION:

3 months 3000 miles up to $1600 in coverage with $100 deductible

[redacted]

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☒ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

[illegible]

[illegible] vehicles.

Here is a list of some major defects that may occur in used vehicles.

Frame & Body
- Frame-cracks, corrective welds, or rusted through
- Dog tracks—bent or twisted frame

Engine
- Oil leakage, excluding normal seepage
- Cracked block or head
- Belts missing or inoperable
- Knocks or misses related to camshaft lifters and push rods
- Abnormal exhaust discharge

Transmission & Drive Shaft
- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Improper shifting or functioning in any gear
- Manual clutch slips or chatters

Differential
- Improper fluid level or leakeage, excluding normal seepage
- Cracked of damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System
- Leakage including radiator
- Improperly functioning water pump

Electrical System
- Battery leakage
- Improperly functioning alternator, generator, battery, or starter

Fuel System
- Visible leakage

Inoperable Accessories
- Gauges or warning devices
- Air conditioner
- Heater & Defroster

Brake System
- Failure warning light broken
- Pedal not firm under pressure (DOT spec.)
- Not enough pedal reserve (DOT spec.)
- Does not stop vehicle in straight line (DOT spec.)
- Hoses damaged
- Drum or rotor too thin (Mfgr. Specs)
- Lining or pad thickness less than 1/32 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Air Bags

Steering System
- Too much free play at steering wheel (DOT specs.)
- Free play in linkage more than 1/4 inch
- Steering gear binds or jams
- Front wheels aligned improperly (DOT specs.)
- Power unit belts cracked or slipping
- Power unit fluid level improper

Suspension System
- Ball joint seals damaged
- Structural parts bent or damaged
- Stabilizer bar disconnected
- Spring broken
- Shock absorber mounting loose
- Rubber bushings damaged or missing
- Radius rod damaged or missing
- Shock absorber leaking or functioning improperly

Tires
- Tread depth less than 2/32 inch
- Sizes mismatched
- Visible damage

Wheels
- Visible cracks, damage or repairs
- Mounting bolts loose or missing

Exhaust System
- Leakage
- Catalytic Converter

[redacted]

DEALER NAME

JK Motor Cars

ADDRESS

1214 Main St — Pittsburgh, PA 15215

TELEPHONE

(412) 252-2871

EMAIL

jk@jkmotorcars.com

FOR COMPLAINTS AFTER SALE, CONTACT:

Jaison Kelly

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

EXHIBIT O-3

[redacted]

INVOICE
5108

INVOICE

Printed Date: 03/16/2022 **Work Completed: 03/07/2022**

[redacted]

2010 Ford - Expedition - 5.4L, V8 (330CI) VIN(5)
Lic # : [redacted]
Odometer In : 0
Odometer Out : 155225

Cellular [redacted]
VIN # : [redacted]

Part Description / *Number*	Qty	Sale	Ext
Vvt Solenoid *917-200*	1.00	65.63	65.63
Engine oil - 5W-30 conventional (2 Qts) to safely test drive (5 Qts) to replace after VVT was changed *ENGINE OIL*	7.00	3.73	26.11
Wheel Hub Assembly *541008*	0.00	274.26	n/c
Disc Brake Rotor Rear - Painted hat and edge; 120 hour salt spray tested (2 needed) *YH145699P*	0.00	78.25	n/c
2010 Ford Expedition / Used Engine - 5.4L, VIN 5, 8th digit, 3V flex fuel vehicle, FFV - 62K miles - 5 year or 50k mile parts & labor warranty *18777914*	0.00	3,640.00	n/c
Additional fluids and any part that breaks during the process. *INCIDENTALS*	0.00	500.00	n/c
Shop Supplies			5.00

Labor Description	Ext
CUSTOMER'S CONCERN: General check over - doesn't feel right; Rough idle at stops and feels like it wants to stall; and check wheel bearings (noisy). It is very odd that this vehicle just passed inspection approx 60 days before purchased.	90.00

Email Address: [redacted]

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[redacted]

INVOICE
5108

INVOICE

Printed Date: 03/16/2022 **Work Completed: 03/07/2022**

[redacted]

2010 Ford - Expedition - 5.4L, V8 (330CI) VIN(5)
Lic # : [redacted]
Odometer In : 0
Odometer Out : 155225

Cellular [redacted]
VIN # : [redacted]

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
				Engine light is on. Runs rough periodically. We scanned the computer: P0012 "A" camshaft position over retarded Bank 1 P0022 "A" camshaft position "A" range performance Bank 1 P0341 Camshaft position A Bank 1 range performance P0346 Camshaft position A Bank 2 range performance P0420 CAT eff Bank 1 P1000 (This code indicates that codes were previously cleared) The CAT, EVAP, O2 and O2 HEATER have not completed? Checked oil level - low by 2 quarts. Added 2 quarts of oil to safely test drive vehicle. Now, we do see that it has had some front brake service: hoses, calipers and pads and most importantly an oil change. However, there is no sticker, so has the problem happened since the oil was changed? Customer doesn't know when oil was changed because there is no sticker. -- The rear rotors are in poor condition due to rust and the right rear has a bad wheel bearing making noise. As for the wheel bearing, we would have to replace the one bad one that we can hear and then see if any others are growling. -- The hard spots turning is most likely a bad steering shaft, u-joints and slip shaft. We would have to disassemble to be sure. -- The scanner is picking up a misfire on cylinders 5 and 7; however, somebody had previously cleared the codes and the CAT, EVAP, O2 and O2 HEATER monitors have not reset. There are 6 codes present: 4 codes dealing with camshaft issue, 1 with CAT efficiency and 1 general code indicating somebody cleared the computer. So, we had to clear the codes - we took for a long drive to see what returns first. They ALL came back! Otherwise, we don't know if we are chasing a misfire problem, a CAT converter problem, a camshaft problem or a timing chain problem. I can tell you that this particular engine is known for timing issues above 150k miles and it is not an inexpensive repair. So we are at the mercy of process of elimination at this point in time. After testing, we started by replacing Bank 1 VVT (Variable Valve Timing) solenoids for the code and because it was physically broken. We cannot safely check the VVT on Bank 2; however, during the diagnostic testing, while watching the wave forms between the crankshaft and camshaft sensors - the camshaft would jump time and it vehicle will run horribly. The cam phasers are shot - and to replace just the phasers would be putting a band aid on a wound. You need a new engine. If an engine is installed, the body is lifted from the chassis to replace and many other parts will be needed as well due to rust.	

Email Address: [redacted]

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[redacted]

INVOICE
5108

INVOICE

Printed Date: 03/16/2022 Work Completed: 03/07/2022

[redacted]

2010 Ford - Expedition - 5.4L, V8 (330CI) VIN(5)
Lic # [redacted]
Odometer In : 0
Odometer Out : 155225

Cellular [redacted]
VIN # : [redacted]

Part Description / *Number*	Qty	Sale	Ext	Labor Description	Ext
				VVT (Variable Valve Timing) SOLENOID - Bank 1	292.50
				(Diagnostic Testing and replacement of Bank 1 VVT)	
				Chasing the first code: P0012, we found the Bank 1 VVT solenoid was broken and had to be replaced; we then changed the oil.	
				We would like to check Bank 2 where most of the codes are flagging an issue to see if there are metal shavings found on the screens of the solenoids; however, we cannot check it without having to rebuild half the car. The engine oil dipstick tube is so severely rotted it's about to snap off. Every metal line (power steering, tranny and oil lines) that are attached are so severely rusted they will not come apart and may start to leak once moved.	
				We since have confirmed that the cam phasers are bad. Because of the remaining condition of the engine burning oil internally - the engine will need replaced.	
				RIGHT REAR WHEEL BEARING HUB ASSY - $389.76	n/c
				Replace right rear wheel bearing hub assy. (1 hr)	
				REAR BRAKE ROTORS - $263.76	n/c
				Replaced rear brake rotors (causing noise). (1 hr)	
				ENGINE (5.4L) - $7318.80	n/c
				Replace engine; transfer necessary parts from old engine; add fluids, test drive. (30 hrs)	
				[Body will need lifted off frame to replace engine.]	
				> NOTES:	
				1) As for the estimate to repair steering - wouldn't know until disassembled and find the exact cause of the problem. [This is not included in the estimate.]	
				2) As for the CAT code - same thing. We won't know until the engine is replaced if the CAT truly is bad or if it's flagging it because of the way the vehicle is running. [This is not included in the estimate.]	
				3) The customer is requesting a copy of the PASSED emissions report from JK Motors.	
				TOTAL ESTIMATE FOR KNOWN REPAIRS: $8,487.25 + (depending on additional repairs.)	
				Hazardous Materials	2.00

Email Address: [redacted]

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[redacted]

INVOICE
5108

INVOICE

Printed Date: 03/16/2022 **Work Completed: 03/07/2022**

[redacted]

2010 Ford - Expedition - 5.4L, V8 (330CI) VIN(5)
Lic # : [redacted]
Odometer In : 0
Odometer Out : 155225

Cellular [redacted]
VIN # : [redacted]

Part Description / *Number*	Qty	Sale	Ext	Labor Description	Ext

Org. Estimate 219.74 Revisions 0.00 Current Estimate 219.74

#1072
4-18-22
Pd-N-Full.

[Payments -]

Labor:	382.50
Parts:	96.74
HazMat:	2.00
SubTotal:	481.24
Tax:	33.69
Total:	514.93
Bal Due:	$514.93

THANK YOU FOR YOUR BUSINESS!

Vehicle Received: 3/7/2022 Customer Number : 179

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

Signature _____ Date _____

Email Address: [redacted]

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EXHIBIT P

Date 12 6 19

USED VEHICLE ORDER

Purchaser [redacted] Phone [redacted]

Address [redacted] City [redacted] State WV Zip [redacted]

ENTER MY ORDER FOR ONE _____ ☐ CAR _____ ☐ TRUCK OR _____ AS FOLLOWS:

YEAR	MAKE	MODEL	BODY	LIC. H.P.
2003	KIA	Sorento	SUV	
ODOMETER 104204	VIN [redacted] MOTOR NO.		COLOR	STOCK NO.

CAR SALES PRICE	$ 3250	—	TOTAL PURCHASE PRICE	$ [redacted]	—
DELIVERY & HANDLING			DEPOSIT ASKING PRICE	2500	00
TAX			USED CAR ALLOWANCE $	200	—
FILING			LESS LIEN $		
LIC. PLATES			HELD BY		
GV			EQUITY	200	—
			CASH ON DELIVERY	2300	—
CK #130 paid in full			TOTAL PAYMENT $230000	$ [redacted]	—
TOTAL PURCHASE PRICE	$ 3250				

The information you see in the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions to the contract of sale.

TRADE IN RECORD Contract to be paid in _____ payments of $ _____ each, 1st payment due

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.
2003	Chevy	Cobalt	CP	BLACK	
ODOMETER 211K	VIN [redacted] MOTOR NO.		TLE NO.		STOCK NO.

☑ **SOLD AS IS.** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

☐ **SOLD WITH WARRANTY.** We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used. (Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used). All repairs must be made in our service shop or shops authorized by dealer named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

I have read the face and back of this order, and I approve all figures, terms and conditions in this purchase contract. I am 18 years of age or older and ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS ORDER ON THE DATE SHOWN ABOVE. The figures in this order are predicated upon actual cost of insurance and the correct amount of the lien due to the traded-in motor vehicle. All transactions are subject to finance company or bank approval. Regardless of the mileage appearing on the speedometer the seller makes no warranty or representation as to the extent of the motor vehicle has been used or driven.

I agree to accept delivery _____ S.S. No. _____

Buyer's Signature [redacted] Phone _____

Address _____

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.

Salesman _____ Accepted by _____

DEALER'S SIGNATURE

Form #135 Rev. 04-05 (10,000) Starr Adv. 888-439-2632

CONDITIONS

It is further understood and agreed: The order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. I am to take delivery on or before the date specified on the face of the order:

2A. We the dealer will deliver to the purchaser the title to the purchased used vehicle free and clear of all liens and encumbrances upon full payment of the purchase price.

2B. I the purchaser will deliver to the dealer herein, title to my traded-in used vehicle free and clear of all liens and encumbrances and hereby state that I am the legal owner.

3. All promises, statements, understandings or agreements of any kind pertaining to this contract not specified herein are hereby expressly waived.

4. Delivery is subject to strikes, fires, floods, Government interference, or any other cause not within our control, and if such will not constitute a breach of contract on our part.

5. If the purchased used vehicle is not delivered or tendered for delivery by the dealer within five (5) days after the specified delivery date, for reasons other than specified in paragraph 4 hereof, purchaser has the right to cancel this order. In such event dealer's liability for any delay in delivery of failure to deliver shall be limited to the return to purchaser of any cash payments and/or any used vehicle delivered to dealer as initial or part payment, dealer to have the option either to return the used vehicle to purchaser or to pay purchaser for it on the basis set forth below in paragraph 7 hereof.

6. If dealer's regular selling price for the purchased used vehicle ordered is changed before delivery to purchaser, purchaser agrees to pay the new price or consent to the cancellation of this order upon the return of purchaser's cash payment and/or any used vehicle delivered to dealer as initial or part payment, dealer to have the option either to return the used vehicle to purchaser or pay purchaser for it on the basis set forth below in paragraph 7 hereof.

7. It is expressly agreed that, in the event that this order should be cancelled pursuant to paragraph 5 or paragraph 6 hereof, any used vehicle which may have been received by dealer as initial or part payment of the purchase price of the purchased used vehicle and sold by dealer previous to such cancellation shall be accounted for by dealer at the price at which the used vehicle was sold less all expenses and charges for repairs and reconditioning, storage, handling, and selling, and not at the price which dealer may have agreed to allow for the used vehicle if the purchased used vehicle ordered herein had been duly delivered to and accepted by purchaser.

8. If full payment for purchased used vehicle is not made within (5) days after notification that same, is ready for delivery, dealer may cancel this order and it is agreed that the advance deposit or proceeds of sale of used vehicle taken in trade as the case may be, may be, retained by dealer up to twenty percent of the sales price of purchased used vehicle ordered, or if used vehicle has not been disposed of, dealer shall have a lien thereon for such amount. Such retention of fund or lien shall constitute liquidated damages for purchaser's failure to complete full payment. Dealer may, at its option, return such funds or used vehicle and hold purchaser liable for dealer's loss or damage by reason of purchaser's failure to complete such payment within five (5) days mentioned herein.

9. Dealer has right to reappraise traded used vehicle at time of delivery of purchased used vehicle as his option.

10. This shall not constitute an order until accepted in writing by dealer or his authorized representative; and when so accepted is not transferable by purchaser.

11. I the purchaser agree to pay any or all taxes levied by the Federal Government of the U.S.A., or this State, County or City, that may or will apply to the purchased used vehicle.

EXHIBIT Q

Date 11/23/20

USED VEHICLE ORDER

Purchaser [redacted] Phone [redacted]

Address [redacted] City [redacted] State NY Zip [redacted]

ENTER MY ORDER FOR ONE _____ ☐ CAR _____ ☐ TRUCK OR _____ AS FOLLOWS:

YEAR	MAKE	MODEL	BODY	LIC. H.P.
2010	BMW	3 Series 328i		
ODOMETER 79948	VIN / MOTOR NO. [redacted]		COLOR Black	STOCK NO.

CAR SALES PRICE	$9700		TOTAL PURCHASE PRICE	$9700
DELIVERY & HANDLING			DEPOSIT	
TAX			USED CAR ALLOWANCE $	
FILING			LESS LIEN $	
LIC. PLATES			HELD BY	
			EQUITY	
			CASH ON DELIVERY	
			TOTAL PAYMENT	$9700
TOTAL PURCHASE PRICE	$			

Tax and Plate At Notary (Paid)

The information you see in the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions to the contract of sale.

TRADE IN RECORD Contract to be paid in _____ payments of $ _____ each, 1st payment due

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.
ODOMETER	VIN / MOTOR NO.		TITLE NO.		STOCK NO.

X **SOLD AS IS.** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature [redacted]

☐ **SOLD WITH WARRANTY.** We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used. (Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used). All repairs must be made in our service shop or shops authorized by dealer named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

I have read the face and back of this order, and I approve all figures, terms and conditions in this purchase contract. I am 18 years of age or older and ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS ORDER ON THE DATE SHOWN ABOVE. The figures in this order are predicated upon actual cost of insurance and the correct amount of the lien due to the traded-in motor vehicle. All transactions are subject to finance company or bank approval. Regardless of the mileage appearing on the speedometer the seller makes no warranty or representation as to the extent of the motor vehicle has been used or driven.

I agree to accept delivery [redacted] S.S. No. _____

Buyer's Signature [redacted] Phone [redacted]

Address [redacted]

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.

Salesman [signature] Accepted by _____ DEALER'S SIGNATURE

Form #135 Rev. 04-05 (10,000) Starr Adv. 888-439-2632

CONDITIONS

It is further understood and agreed: The order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. I am to take delivery on or before the date specified on the face of the order.

2A. We the dealer will deliver to the purchaser the title to the purchased used vehicle free and clear of all liens and encumbrances upon full payment of the purchase price.

2B. I the purchaser will deliver to the dealer herein, title to my traded-in used vehicle free and clear of all liens and encumbrances and hereby state that I am the legal owner.

3. All promises, statements, understandings or agreements of any kind pertaining to this contract not specified herein are hereby expressly waived.

4. Delivery is subject to strikes, fires, floods, Government interference, or any other cause not within our control, and if such will not constitute a breach of contract on our part.

5. If the purchased used vehicle is not delivered or tendered for delivery by the dealer within five (5) days after the specified delivery date, for reasons other than specified in paragraph 4 hereof, purchaser has the right to cancel this order. In such event dealer's liability for any delay in delivery of failure to deliver shall be limited to the return to purchaser of any cash payments and/or any used vehicle delivered to dealer as initial or part payment, dealer to have the option either to return the used vehicle to purchaser or to pay purchaser for it on the basis set forth below in paragraph 7 hereof.

6. If dealer's regular selling price for the purchased used vehicle ordered is changed before delivery to purchaser, purchaser agrees to pay the new price or consent to the cancellation of this order upon the return of purchaser's cash payment and/or any used vehicle delivered to dealer as initial or part payment, dealer to have the option either to return the used vehicle to purchaser or pay purchaser for it on the basis set forth below in paragraph 7 hereof.

7. It is expressly agreed that, in the event that this order should be cancelled pursuant to paragraph 5 or paragraph 6 hereof, any used vehicle which may have been received by dealer as initial or part payment of the purchase price of the purchased used vehicle and sold by dealer previous to such cancellation shall be accounted for by dealer at the price at which the used vehicle was sold less all expenses and charges for repairs and reconditioning, storage, handling, and selling, and not at the price which dealer may have agreed to allow for the used vehicle if the purchased used vehicle ordered herein had been duly delivered to and accepted by purchaser.

8. If full payment for purchased used vehicle is not made within (5) days after notification that same, is ready for delivery, dealer may cancel this order and it is agreed that the advance deposit or proceeds of sale of used vehicle taken in trade as the case may be, may be, retained by dealer up to twenty percent of the sales price of purchased used vehicle ordered, or if used vehicle has not been disposed of, dealer shall have a lien thereon for such amount. Such retention of fund or lien shall constitute liquidated damages for purchaser's failure to complete full payment. Dealer may, at its option, return such funds or used vehicle and hold purchaser liable for dealer's loss or damage by reason of purchaser's failure to complete such payment within five (5) days mentioned herein.

9. Dealer has right to reappraise traded used vehicle at time of delivery of purchased used vehicle as his option.

10. This shall not constitute an order until accepted in writing by dealer or his authorized representative; and when so accepted is not transferable by purchaser.

11. I the purchaser agree to pay any or all taxes levied by the Federal Government of the U.S.A., or this State, County or City, that may or will apply to the purchased used vehicle.

EXHIBIT R-1

BILL OF SALE

FOR A MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL

MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL DESCRIPTION

Year	Make Manufacturer	Body Type	Model	Color
2011	Kia	SUV	Sorento	Silver

Certificate of Title Number	Vehicle/Vessel Identification Number
	[redacted]

I/we do hereby sell or have sold and delivered the above described vehicle or vessel to:

Print Name(s) of Purchaser(s)		DL State	DL Number
[redacted]		PA	[redacted]
Address	**City**	**State**	**Zip Code**
[redacted]	[redacted]	PA	[redacted]
Date of Sale	**Salesperson**		**Selling Price**
6/16/2021			5995
Trade In Year Make Model	**Trade In Mileage**	**Trade In VIN**	**Trade In Allowance**

ODOMETER DISCLOSURE STATEMENT (REQUIRED FOR A MOTOR VEHICLE)

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

We state that this motor vehicle's ☐ 5-digit or ☐ 6-digit odometer now reads 1 4 6 2 9 5 .XX (no tenths) miles, date read. 6 1 202, and we hereby certify that to the best of our knowledge the odometer reading:

☑ 1. REFLECTS THE ACTUAL MILEAGE. ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. IS NOT THE ACTUAL MILEAGE.

Affidavit (when applicable):

COSTS AND DISCOUNTS

Type	Amount	Note
Selling Price	$5,995.00	Limited Warranty 3 Months/3000 Mile
Total	$5,995.00	

CERTIFICATION

Under penalty of perjury, I declare that I have read this document and that the facts stated in it are true.

Seller's Address	City	State	Zip Code
1214 Main St	Pittsburgh	PA	15215
Seller's Signature	**Seller's Printed Name**		**Date**
	JK Motor Cars		6/16/21
Purchaser's Signature	**Purchaser's Printed Name**		**Date**
[redacted]	[redacted]		6/16/21
Co-purchaser's Signature (when applicable)	**Co-purchaser's Printed Name (when applicable)**		**Date**

[illegible] state or federal licensing requirements. Please check with your local licensing office

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EXHIBIT R-2

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Kia	Sorento	2011	[redacted]
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☒ **DEALER WARRANTY**

☐ FULL WARRANTY

☒ LIMITED WARRANTY The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:	DURATION:
Powertrain	3 months 3000 miles up to $1500 in coverage

[redacted]

X 6/16/21

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☒ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Here is a list of some major defects that may occur in used vehicles.

Frame & Body
- Frame-cracks, corrective welds, or rusted through
- Dog tracks—bent or twisted frame

Engine
- Oil leakage, excluding normal seepage
- Cracked block or head
- Belts missing or inoperable
- Knocks or misses related to camshaft lifters and push rods
- Abnormal exhaust discharge

Transmission & Drive Shaft
- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Improper shifting or functioning in any gear
- Manual clutch slips or chatters

Differential
- Improper fluid level or leakeage, excluding normal seepage
- Cracked of damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System
- Leakage including radiator
- Improperly functioning water pump

Electrical System
- Battery leakage
- Improperly functioning alternator, generator, battery, or starter

Fuel System
- Visible leakage

Inoperable Accessories
- Gauges or warning devices
- Air conditioner
- Heater & Defroster

Brake System
- Failure warning light broken
- Pedal not firm under pressure (DOT spec.)
- Not enough pedal reserve (DOT spec.)
- Does not stop vehicle in straight line (DOT spec.)
- Hoses damaged
- Drum or rotor too thin (Mfgr. Specs)
- Lining or pad thickness less than 1/32 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Air Bags

Steering System
- Too much free play at steering wheel (DOT specs.)
- Free play in linkage more than 1/4 inch
- Steering gear binds or jams
- Front wheels aligned improperly (DOT specs.)
- Power unit belts cracked or slipping
- Power unit fluid level improper

Suspension System
- Ball joint seals damaged
- Structural parts bent or damaged
- Stabilizer bar disconnected
- Spring broken
- Shock absorber mounting loose
- Rubber bushings damaged or missing
- Radius rod damaged or missing
- Shock absorber leaking or functioning improperly

Tires
- Tread depth less than 2/32 inch
- Sizes mismatched
- Visible damage

Wheels
- Visible cracks, damage or repairs
- Mounting bolts loose or missing

Exhaust System
- Leakage
- Catalytic Converter

[redacted]

X 6/16/21

DEALER NAME

JK Motor Cars

ADDRESS

1214 Main St Pittsburgh, PA 15215

TELEPHONE

(412) 252-2871

EMAIL

jk@jkmotorcars.com

FOR COMPLAINTS AFTER SALE, CONTACT:

Jaison Kelly

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

EXHIBIT R-3

JSTOMER #: 62815

92458

INVOICE

[redacted]

PAGE 1

[redacted]

HOME: [redacted] CONT: [redacted]
BUS: CELL: SERVICE ADVISOR: [redacted]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
SILVER	11	KIA SORENTO	[redacted]		146530/146531	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01MAR10 DD			18:00 09JUL21			CASH	30JUL21

R.O. OPENED	READY	OPTIONS:
11:22 09JUL21	12:45 30JUL21	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A C/S CEL ON. ENGINE NOISE. TOWED IN. PLEASE ADVISE			
MISC GENERAL MISCELLANEOUS			
397 CS 0.00		0.00	0.00
DIAG PERFORM DIAGNOSTICS AS PER CUSTOMERS CONCERN.			
397 CS 1.00		122.00	122.00
VEHICLE TOWED, CUSTOMERS CONCERN WAS ENGINE NOISE. UPON DIAGNOSING VEHICLE, FOUND SEVERE EXHAUST LEAK. AFTER LOOKING INTO IT, FOUND THAT THE EXHAUST MANIFOLD WAS CRACKED CAUSING THE NOISE. DUE TO THE CONDITION OF THE MANIFOLD, TECHNICIAN ALSO CALLING FOR OXYGEN SENSOR REPLACEMENT. QUOTED CUSTOMER REPAIRS. CUSTOMER DECLINED AT THIS TIME. HAVE VEHICLE TOWED OUT.			
**********			
B PI2101 ECU UPGRADE - KSDS			
NWP NO WORK PERFORMED PER CUST			
397 INC 0.00			(N/C)
UNABLE TO PERFORM UPDATE DUE TO THE VEHICLE NOT RUNNING PROPERLY AT THIS TIME. RECALL WILL REMAIN OPEN SO CUSTOMER MAY HAVE IT COMPLETED AFTER OTHER REPAIRS ARE FINISHED.			
**********			
C KIA MOTORS GENERAL INSPECTION			
NWP NO WORK PERFORMED PER CUST			
397 INC 0.00			(N/C)
**********			
D FREE COMPLEMENTARY SERVICE CAR WASH WITH YOUR SERVICE VISIT			
OWEWASH THIS VOUCHER IS GOOD FOR ONE FREE CAR WASH - REDEEMABLE ANY TIME			
397 INC 0.00			(N/C)
**********			
CUSTOMER PAY SOLVENTS/LUBRICA FOR REPAIR ORDER			3.57

SERVICE HOURS:
Mon, Tues, Wed & Fri: 7:30 A.M. to 5:00 P.M.
Thursday: 7:30 A.M. to 8:00 P.M.

DAMAGE DESIGNATION

- Early Bird Drop Off
- Shuttle Service Available
- Rental Cars Available
- Full Service Body Shop For All Of Your Collision Needs
- *ASE Certified Technicians
- *Competitive Up-Front Pricing
- *Lifetime Service Guarantee
- *Factory trained technicians

You may receive a survey from the factory soon, and we ask you to reply to it "Completely Satisfied" Completely Satisfied " We aim for you to be " Completely Satisfied " If you are not please let us know.

[redacted]

EXCLUSION OF WARRANTY

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

CUSTOMER SIGNATURE
X

DESCRIPTION	TOTALS
LABOR AMOUNT	122.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SOLV. & LUBRICANTS	3.57
TOTAL CHARGES	125.57
LESS INSURANCE	0.00
SALES TAX	8.79
PLEASE PAY THIS AMOUNT	134.36

EXHIBIT R-4

CUSTOMER #: 62815

95250

INVOICE

[redacted]

PAGE 1

[redacted]

HOME: [redacted] CONT: [redacted]
BUS: CELL:

SERVICE ADVISOR: [redacted]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
SILVER	11	KIA SORENTO	[redacted]		146537/146537	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01MAR10 DD			18:00 29NOV21			CASH	15DEC21

R.O. OPENED	READY	OPTIONS:
09:21 29NOV21	16:54 15DEC21	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A C/S VEHICLE WILL NOT START. PLEASE ADVISE. CUSTOMER AWARE OF DIAGNOSTIC FEE.			
BATT REPLACE BATTERY			
397 CS 0.30		19.95	19.95
1 37110-24001U BATTERY	164.95	164.95	164.95
DIAG PERFORM DIAGNOSTICS AS PER CUSTOMERS CONCERN.			
397 CS 1.00		130.00	130.00
TECHNICIAN VERIFIED CUSTOMER CONCERN. FOUND VEHICLE BATTERY DEAD, NOT HOLDING CHARGE. REPLACED BATTERY WITH CUSTOMER AUTHORIZATION. ENGINE FOUND TO BE LOCKED UP. DURING DIAGNOSTICS, FOUND HOLES AND SEVERE FRAME ROT IN FRONT SUBFRAME/CRADLE. INSPECTED UNDERSIDE OF VEHICLE FINDING SEVERAL ADDITIONAL AREAS OF SEVERE RUST/FRAME ROT/RUSTED HOLES. FURTHER DIAGNOSTICS INCOMPLETE DUE TO FRAME CONDITION AND SERIOUS SAFETY CONCERNS. NO FURTHER WORK PERFORMED AT THIS TIME			
**********			
B PI2101 ECU UPGRADE - KSDS			
NWP NO WORK PERFORMED PER CUST			
397 INC 0.00			(N/C)
**********			
C SC141 UNDERBODY ADDITIONAL ANTI CORROSION			
NWP NO WORK PERFORMED PER CUST			
397 INC 0.00			(N/C)
**********			
D KIA MOTORS GENERAL INSPECTION			
1KIA KIA MOTORS GENERAL INSPECTION			
397 INC 0.00			(N/C)
**********			
E FREE COMPLEMENTARY SERVICE CAR WASH WITH YOUR SERVICE VISIT			
WASH FREE COMPLEMENTARY SERVICE CAR WASH WITH YOUR SERVICE VISIT			
397 INC 0.00			(N/C)
**********			
CUSTOMER PAY SOLVENTS/LUBRICA FOR REPAIR ORDER			3.57

SERVICE HOURS:
Mon, Tues, Wed & Fri: 7:30 A.M. to 5:00 P.M.
Thursday: 7:30 A.M. to 8:00 P.M.

DAMAGE DESIGNATION

- Early Bird Drop Off
- Shuttle Service Available
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- Full Service Body Shop For All Of Your Collision Needs
- *ASE Certified Technicians
- *Competitive Up-Front Pricing
- *Lifetime Service Guarantee
- *Factory trained technicians

You may receive a survey from the factory soon, and we ask you to reply to it *Completely Satisfied * Completely Satisfied * We aim for you to be * Completely Satisfied * If you are not please let us know. [redacted]

EXCLUSION OF WARRANTY
Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

CUSTOMER SIGNATURE
X

DESCRIPTION	TOTALS
LABOR AMOUNT	149.95
PARTS AMOUNT	164.95
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SOLV. & LUBRICANTS	3.57
TOTAL CHARGES	318.47
LESS INSURANCE	0.00
SALES TAX	22.30
PLEASE PAY THIS AMOUNT	340.77

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CUSTOMER

KIA MULTI-POINT INSPECTION

KIA | Service Promise to Care

Customer Name _____ Date _____

VIN _____ Year/Model _____ Mileage _____

RO/Tag# _____ License _____ Phone _____

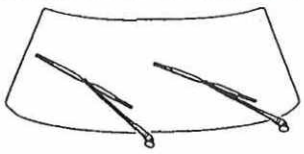
SERVICE ADVISOR SECTION

WIPER BLADES

☒ OK

SOON

■ NEED



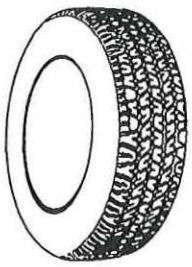
CHECK TIRES/MEASURE TIRE TREAD DEPTH

8 / 32" LF

8 / 32" RF

8 / 32" LR

8 / 32" RR



Size: _____ Brand: _____

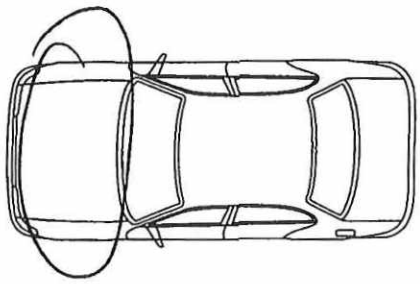
☒ OK

SOON

Tire Pressure Set to Factory Recommendation

■ NEED

EXTERIOR VEHICLE INSPECTION



Please note any scratches, dents or dings on the diagram above

MAINTENANCE INTERVAL

☐ OK

_____ MILE SERVICE

TECHNICIAN SECTION

CHECK & FILL	INSPECT EACH SERVICE	COMMENTS
☒	Automatic transmission fluid level/condition	
☒	Brake fluid level/condition	
☒	Coolant recovery reservoir fluid level/condition	
☒	Power steering fluid level/condition	
☒	Transmission system level/condition	
☒	Window washer fluid level	
☒	Battery performance & terminals	
☒	Brake lines/hoses/parking brake	
☒	Clutch operation (if equipped)	
☒	Drive axle boots (CV, if equipped)	
☒	Cooling system & hoses for visible leaks and damage	
☒	Drive belt(s)	
☒	Exhaust system (loose parts, visible damage, leaks)	
☒	Oil and/or fluid leaks (Specify)	
☒	Operation of horn, interior and exterior lights	
☒	Front brake remaining 7 mm Lt. 7 mm Rt.	Visual
☒	Rear brake remaining 7 mm Lt. 7 mm Rt.	
☒	Windshield for cracks, chips and pitting	
☒	Windshield washer spray or wiper operation	
☒	Steering, steering linkages/wheel end play/bearings	
	Suspension (damage/leaks/struts for bounce/shocks)	front control arms severly rusted
	Other:	Subframe rotted through several rusted holes; rust on both sides

Notes:

RECOMMENDED ADDITIONAL SERVICES

☐ Air Filter	☐ Tire Repair	☐ Coolant Change	☐ Engine Oil Change	☐ Cabin Air Filter
☐ Brakes (Specify)	☐ Wheel Alignment	☐ Fuel Filter Change	☐ Timing Belt	☐ Rear Differential Fluid Change
☐ Rotate Tires	☐ Transmission Fluid Change		☐ Other: _____	

Customer Signature _____

☒ RED - REQUIRES IMMEDIATE ATTENTION

White Copy - Customer • Yellow - Attach to RO File Copy

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UM050 PB010

CERTIFICATE OF COMPLIANCE

I, Kevin R. Green, Esq., hereby 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.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 7/21/2022

By: Kevin G

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