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THIS IS NOT AN ARBITRATION CASE

**IN THE COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY, PENNSYLVANIA**

Plaintiff

V.

A IMPULS AUTO INC.
4700 Torresdale Avenue
Philadelphia, Pennsylvania 19124

and

**GREAT AUTO DEALS INC, d/b/a
A IMPULS AUTO
1 Bank Street
Hatboro, Pennsylvania 19040**

and	:
	:
YURIY KLIMIN, individually and as	:
Officer of Great Auto Deals Inc, and as	:
Salesperson of A Impuls Auto Inc.	:
1 Bank Street	:
Hatboro, Pennsylvania 19040	:
	:
Defendants	:

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.

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Lawyer Referral
and Information Service**

**1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
(215) 238-6333**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decider a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

**Asociacion De Licenciados
De Filadelfia
Servicio De Referencia E
Informacion Legal
1101 Market St., 11th Piso
Filadelfia, Pennsylvania 19107
(215) 238-6333**

and	:
	:
YURIY KLIMIN, individually and as	:
Officer of Great Auto Deals Inc, and as	:
Salesperson of A Impuls Auto Inc.	:
1 Bank Street	:
Hatboro, Pennsylvania 19040	:
	:
Defendants	:

COMPLAINT

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

The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts, and practices of the Defendant. 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.

The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law for any consumers who were harmed by Defendants’ violations of the Consumer Protection Law. 73 P.S. § 201-4.1. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations

of said law and to recover its costs for enforcement of the Consumer Protection Law. 73 P.S. § 201-8(b).

In support thereof, the Commonwealth presents the following:

JURISDICTION

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

VENUE

2. Venue lies with this Court pursuant to Pa.R.C.P. 1006(c)(1) and Pa.R.C.P. 2179(a).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103 and Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120.

4. Defendant A Impuls Auto Inc. (hereinafter “AIAI” and/or collectively as one of the “Defendants”) is a Pennsylvania business corporation registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Sections (hereinafter “Corporations Bureau”) with a registered business address of 4700 Torresdale Avenue, Philadelphia, Pennsylvania 19124.

5. Defendant AIAI has conducted and conducts business out of 4700 Torresdale Avenue, Philadelphia, Pennsylvania 19124.

6. Defendant AIAI’s principal place of business is located at 4700 Torresdale Avenue, Philadelphia, Pennsylvania 19124.

7. Defendant Yudik Aysenshteyn (hereinafter “Aysenshteyn” and/or collectively as one of the “Defendants”) is an adult individual who, at all times relevant and material hereto, has conducted and conducts business out of 4700 Torresdale Avenue, Philadelphia, Pennsylvania 19124.

8. Defendant Aysenshteyn is registered with the Corporations Bureau as the President, Secretary, Treasurer, and Vice President of Defendant AIAI, and is the sole corporate officer of AIAI.

9. Defendant Aysenshteyn, at all relevant times, controlled and operated Defendant AIAI.

10. Defendant Aysenshteyn, at all relevant times, approved, endorsed, directed, ratified, controlled, benefited from, and/or otherwise participated in the conduct alleged herein.

11. Defendant Great Auto Deals Inc. d/b/a A Impuls Auto (hereinafter “GADI” and/or collectively as one of the “Defendants”) is a Pennsylvania business corporation registered with the Corporations Bureau with a registered business address of 1 Bank Street, Hatboro, Pennsylvania 19040.

12. Defendant GADI has conducted and conducts business out of 1 Bank Street, Hatboro, Pennsylvania 19040.

13. Defendant Yuriy Klimin (hereinafter “Klimin” and/or collectively as one of the “Defendants”) is an adult individual who, at all times relevant and material hereto, has conducted and conducts business out of 1 Bank Street, Hatboro, Pennsylvania 19040 and 4700 Torresdale Avenue, Philadelphia, Pennsylvania 19124.

14. Defendant Klimin is the sole incorporator and is an Officer of Defendant GADI.

15. Defendant Klimin, at all relevant times, controlled and operated Defendant GADI.

16. Defendant Klimin, at all relevant times, approved, endorsed, directed, ratified, controlled, benefited from, and/or otherwise participated in the conduct alleged herein.

17. Defendant Klimin is a licensed vehicle salesperson authorized to make sales only for Defendant AIAI.

18. Defendant Klimin is also registered as President of KLC Motors Inc., a Pennsylvania business corporation which operates a vehicle repair shop located at 1 Bank Street, Hatboro, Pennsylvania, the same address from which Defendants GADI and Klimin sell vehicles.

FACTUAL BACKGROUND

19. At all times relevant and material hereto, Defendants engaged in trade or commerce within the Commonwealth of Pennsylvania through the operation of used motor vehicle dealerships, including the advertising for sale and sale of motor vehicles to consumers.

20. As more fully set forth below, Defendants violated the Consumer Protection Law, the *Automotive Industry Trade Practices*, 37 Pa. Code § 301.1, *et seq.* (hereinafter “Auto Regulations”), the *Vehicle Code*, 75 Pa.C.S. § 101, *et seq.* (hereinafter “Vehicle Code”), and the *Board of Vehicles Act*, 63 P.S. §818.101, *et seq.* (hereinafter “Board of Vehicles Act”).

21. Defendant AIAI holds a Pennsylvania Vehicle Dealer License, number VD029769, issued on March 3, 2010, last renewed on May 14, 2021, with an expiration date of May 31, 2023. The location listed on this license is 4700 Torresdale Avenue, Philadelphia, Pennsylvania 19124.

22. Defendant Aysenshteyn holds a Pennsylvania Vehicle Salesperson License, number MV166291L, issued on May 17, 2001, last renewed on May 15, 2021, with an expiration date of May 31, 2023. Defendant AIAI is listed as the employment relationship on Defendant

Aysenshteyn's license.

23. Defendant GADI does not hold a Pennsylvania Vehicle Dealer License.

24. Defendant Klimin holds a Pennsylvania Vehicle Salesperson License, number VD029769, issued on September 11, 2009, last renewed on May 15, 2021, with an expiration date of May 31, 2023. Defendant AIAI is listed as the employment relationship on Defendant Klimin's license.

25. On or about July 30, 2012, the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter "Bureau") issued a warning letter to Defendants Aysenshteyn and AIAI, informing them that they may have engaged in certain conduct in violation of the law, and that if this conduct were to continue, such continued violation would be considered willful. Defendants Aysenshteyn and AIAI were specifically warned that the following conduct may violate the law: (1) misrepresenting the features and conditions of vehicles listed and sold on eBay, (2) accepting payments made in installments from consumers for the purchase of motor vehicles for periods longer than ninety (90) days without the proper state banking license, (3) failing to use written installment sales contracts that include required payment terms and proper notices, (4) offering for sale and selling vehicles to consumers that AIAI knew or should have known would not pass inspection or had transmission problems and not disclosing these issues, and (5) failing to properly notify consumers that deposits were non-refundable. A true and correct copy of the July 30, 2012 Warning Letter issued by the Bureau is attached hereto and incorporated herein as Exhibit "A."

26. On or about January 7, 2015, the Bureau issued a warning letter to Defendants Aysenshteyn and AIAI informing them that they may have engaged in certain conduct in violation of the law, and that if this conduct were to continue, such continued violation would be

considered willful. Defendants Aysenshteyn and AIAI were specifically warned that the following conduct may violate the law: (1) failing to use written installment sales contracts that comply with the *Motor Vehicle Sales Financing Act*, 12 P.S. § 6201, *et seq.* (hereinafter “MVSFA”), and (2) misrepresenting to consumers in advertisements or on business cards that all cars include warranties but selling cars “AS IS” with no warranty. A true and correct copy of the January 7, 2015 Warning Letter issued by the Bureau is attached hereto and incorporated herein as Exhibit “B.”

Wrongful Conduct by Defendants

Defendants’ Sale of Unroadworthy Vehicles

27. In certain instances, Defendants advertised vehicles for sale via websites, eBay online auction listings, and through other methods, and sold vehicles to consumers, despite the vehicles not being roadworthy.

28. Defendants AIAI and Aysenshteyn advertised vehicles for sale on websites including <http://www.autolsb.com>, <https://www.cargurus.com/Cars/m-A-Impuls-Auto-Inc-sp282996>, and <https://www.facebook.com/A-Impuls-Auto-1323112727720893>.

29. Defendants GADI and Klimin advertised vehicles for sale on websites including <https://www.cars.com/dealers/5372786/great-auto-deals/>, https://www.auto.com/cars-for-sale/dealers/great_auto_deals-19040-5372786, and <https://www.dealerrater.com/classifieds/dealer/Great-Auto-Deals-cars-117618>.

30. In certain instances, Defendants did not disclose the unroadworthy condition of vehicles to consumers prior to sale when Defendants knew or should have known the conditions existed and/or that the motor vehicle needed repairs, in violation of Section 301.2(5) of the Auto Regulations. 37 Pa. Code § 301.2(5).

31. The Bureau received multiple complaints from consumers regarding the sale of unroadworthy vehicles. The following are examples of what has been alleged in such complaints:

- a. On or about December 5, 2021, consumer C.L. purchased a 2009 Subaru Forester from Defendant AIAI for approximately \$6,595.00. C.L. spoke with Defendant Klimin regarding the vehicle, and Defendant Klimin was listed as the seller on the sales contract. Shortly after purchase, the transmission failed and left C.L. stranded and unable to use the vehicle. C.L. had the vehicle towed to a repair facility, and learned that the transmission needed to be replaced. C.L. also learned from a repair facility that a diagnostic code for the transmission was cleared multiple times during the period that Defendant AIAI would have had the vehicle in their possession. Defendant AIAI refused to provide any assistance regarding the transmission failure, and C.L. had to pay approximately \$4,400.00 for the transmission replacement. A true and correct copy of the 2009 Subaru Forester Sales Contract is attached hereto and incorporated herein as Exhibit “C.”
- b. On or about February 23, 2018, consumer M.P. purchased a 2000 Toyota 4Runner from Defendant GADI for approximately \$5,500.00. Defendant Klimin was listed as the seller on the sales contract. Within approximately two weeks of purchase, M.P. had the vehicle inspected by a repair facility. M.P. learned from the repair facility that the vehicle was completely rusted underneath, with rust and frame damage covered up by black spray paint, and chunks of rust scraping off from the bottom of the vehicle. M.P. also learned that the exhaust system was being held together by a C-clamp and foil, the brakes were completely rusted out, and the emergency brake was stuck to the brake line. The repair facility advised M.P. that the vehicle was not safe to be driven on the road due to the rust, frame damage, and corroded brakes. Defendant GADI offered to accept return of the vehicle, but only if M.P. paid a 20% restocking fee. A true and correct copy of the 2000 Toyota 4Runner Sales Contract is attached hereto and incorporated herein as Exhibit “D.”
- c. On or about October 3, 2020, consumer L.M. purchased a 2007 Chevy Avalanche from Defendant AIAI for approximately \$7,500.00. AIAI’s sales representative told L.M. that the vehicle was a “solid truck full of life.” On or about October 9, 2020, L.M. had the vehicle looked over at a shop and the shop found rust in the rear and that “the back bumper was held on by a thread.” L.M. contacted AIAI’s sales representative regarding this, and was informed that AIAI could not help. On or about October 14, 2020, L.M. started the vehicle and the dash instrument panel cluster started flashing, then the dash instrument panel cluster went out completely and never came back on, leaving the vehicle without a speedometer, fuel gauge, and other vital instruments and indicators. L.M. contacted AIAI’s sales representative

regarding this, and was told “its [*sic*] a used car things happen.” L.M. parked the vehicle until he could get an appointment at a repair facility. On or about December 22, 2020, as L.M. drove the vehicle to the repair appointment, the engine started tapping and the check engine light began flashing and the vehicle began idling very rough. The repair facility found that the vehicle may have been previously damaged in a flood because it was severely rusted beyond repair, had saltwater damage corrosion, the dash instrument panel cluster issue was part of a wiring issue that came from water, rust, and corrosion damage, the brake lines, fuel lines, and gas tank were rotting away and leaking, the engine was leaking oil and knocking, and the whole frame of the truck was rotted away (not just the rear). The facility deemed the vehicle unsafe to drive. L.M. contacted AIAI’s sales representative for a refund and was informed that AIAI could not help.

- d. On or about October 17, 2019, consumer R.K., who was sixty (60) years of age or older, purchased a 2002 BMW 3-series on eBay from Defendant AIAI for approximately \$1,873.00. AIAI represented on eBay that the vehicle was in “very good condition” and “everything is functioning as it should.” AIAI’s sales representative refused to let R.K. test drive the vehicle until all paperwork was signed. R.K. started the vehicle, moved the vehicle on to the street, and the vehicle immediately shutdown less than a half mile later and would not restart. The vehicle was making a lot of unusual loud noises. R.K. slowly tried to put the car back on the lot where they had met AIAI’s sales representative. R.K. notified AIAI’s sales representative that the vehicle did not work at all as promised in the advertisement. As the car was unsafe to drive, R.K. requested a full refund, but AIAI refused.

Defendants’ Deceptive Sales Practices

32. In certain instances, Defendants advertised vehicles for sale via websites, eBay online auction listings, and through other methods, and sold vehicles to consumers, where the vehicles’ characteristics did not conform to Defendants’ representations.

33. In at least one instance, Defendant AIAI represented to a consumer a vehicle was four-wheel drive or all-wheel drive, when in fact the vehicle was not four-wheel drive or all-wheel drive, but only two-wheel drive.

34. In certain instances, Defendants made representations to consumers that a vehicle was in “good” or “very pristine” condition, that a vehicle was “powerful, sturdy and reliable” and “reliable and quality,” that the engine, transmission, and “everything” was functioning

properly, that a vehicle was “without any faults” including the lack of fault codes, when in fact the vehicle was in poor mechanical condition, not reliable or quality, actually had multiple engine, transmission, and other malfunctions, and had many faults and fault codes including those rendering the vehicle useless.

35. In at least one instance, Defendant AIAI represented to consumers that a vehicle had a “clean title,” when in fact this was not the case, and AIAI itself created issues with the title that would require months to resolve.

36. The Bureau has received multiple complaints from consumers regarding Defendants’ deceptive sales practices. The following are examples of what has been alleged in such complaints:

- a. On or about January 31, 2020, consumer S.E. purchased a 2007 Mitsubishi Outlander from Defendant AIAI via an online eBay auction for approximately \$4,200.00. S.E. needed an all-wheel drive vehicle and AIAI represented in at least two separate places in the eBay auction listing that the vehicle was four-wheel drive or all-wheel drive. AIAI represented in the eBay auction listing “Options: 4-Wheel Drive” and “Drive Type: AWD[.]” A true and correct copy of the 2007 Mitsubishi Outlander eBay Listing is attached hereto and incorporated herein as Exhibit “E.” Approximately three (3) days after purchase, S.E. learned from a Mitsubishi dealership that the vehicle was not equipped with four-wheel drive or all-wheel drive. S.E. immediately contacted AIAI, who was unapologetic and did not seem surprised by S.E.’s complaint. Rather than resolve the issue stemming from its misrepresentation, AIAI instead stopped responding to S.E.
- b. On or about July 6, 2019, consumer S.D. purchased a 2006 Subaru Tribeca from Defendant AIAI via an online eBay auction for approximately \$4,550.00. Defendant Klimin was listed as the seller on the sales contract. A true and correct copy of the 2006 Subaru Tribeca Sales Contract is attached hereto and incorporated herein as Exhibit “F.” AIAI represented in the eBay auction listing that the vehicle was in “good condition” and “was checked out in our shop and in very pristine shape. No check engine or fault codes. [...] Vehicle drives straight without any faults. [...] Drives solid, like a Subaru should. H6 engine has a good torque[.]” A true and correct copy of the 2006 Subaru Tribeca eBay Listing is attached hereto and incorporated herein as Exhibit “G.” Shortly after S.D. drove the vehicle off AIAI’s lot, fault codes appeared. After driving less than 1,000 miles to get the vehicle home, S.D.

learned from a Subaru dealership that the vehicle had a lower rod bearing failure that rendered the vehicle useless without an engine replacement. The vehicle does not run, and AIAI has been unresponsive since purchase.

- c. On or about March 22, 2020, consumer J.H. purchased a 2007 Mercedes-Benz E350 from Defendant GADI via an online eBay auction for approximately \$5,003.00. Defendant Klimin was listed as the seller on the sales contract. GADI represented in the eBay auction listing that the vehicle was “recently Pre-inspected [sic][,]” that GADI “changed all the fluids that were needed to be changed and went through the vehicle plus test drove the vehicle[,],” that the vehicle “received 4 newer tires (\$400 invested)[,],” that the vehicle “drives very solid[,],” “drives straight and solid, like a Real [sic] Mercedes should[,],” was in “good condition[,],” “powerful, sturdy and reliable[,],” “reliable and quality[,],” “one of the last, reliable and quality Mercedes[,],” with “[e]ngine/transmission[,],” “transmission/differential” and “everything” functioning properly. A true and correct copy of the 2007 Mercedes-Benz E350 eBay Listing is attached hereto and incorporated herein as Exhibit “H.” While driving the vehicle home after taking delivery, J.H. noticed the car was out of balance, and immediately replaced the tires, as well as the battery after it went dead. Two days later, the vehicle’s check engine light went on. A Mercedes-Benz dealership and another repair facility both diagnosed over six codes for numerous engine and transmission issues, with repair costs estimated to be over \$11,800.00. The vehicle also had other issues where a repair facility noted it needed replacement of rusted front and rear brake rotors, left and right front axle boots, left front outer tie rod, and a wheel alignment. This repair facility also noted that the rear air springs were converted to conventional springs, and there was possible front drive shaft play. J.H. called GADI in an attempt to resolve the issues with the vehicle, only for GADI to hang up on J.H. GADI then refused to assist J.H. unless J.H. first removed a negative eBay review. GADI filed a false unpaid claim through eBay, and refused to refund J.H. unless J.H. removed negative eBay and Google reviews. A true and correct copy of the 2007 Mercedes-Benz E350 Sales Contract is attached hereto and incorporated herein as Exhibit “I.”

Defendants AIAI, Aysenshteyn, and Klimin’s Deceptive Title and Registration Practices

37. In certain instances, Defendants AIAI, Aysenshteyn, and Klimin failed to properly provide the title or registration for vehicles sold to consumers, leaving the consumers without the benefit of the promised, legally mandated, and already paid for, title and registration services.

38. The Bureau has received consumer complaints pertaining to Defendants AIAI,

Aysenshteyn, and Klimin's deceptive title and registration practices. The following are examples of what has been alleged in such complaints:

- a. Consumer C.L., whose narrative is described in paragraph 31.a., herein above, purchased a 2009 Subaru Forester from Defendant AIAI for approximately \$6,595.00. C.L. spoke with Defendant Klimin regarding the vehicle and Defendant Klimin was listed as the seller on the sales contract. See 2009 Subaru Forester Sales Contract, Exhibit "C." In addition to being sold an unroadworthy vehicle, C.L. also alleged deceptive title and registration practices by Defendants AIAI and Klimin. C.L. made multiple requests to Defendants AIAI and Klimin for the vehicle's title. The temporary tags expired on the vehicle and C.L. could not drive the vehicle legally for approximately one (1) month. It took Defendants AIAI and Klimin approximately three (3) months from the time of purchase to provide C.L. with proper title to the vehicle, and C.L. had to pay their state for two (2) months of late fees as a result of this delay.
- b. On or about April 27, 2020, consumer D.G. purchased a 2004 Buick LeSabre from Defendant AIAI via an online eBay auction for approximately \$1,750.00. Defendant Klimin was listed as the seller on the sales contract. A true and correct copy of the 2004 Buick LeSabre Sales Contract is attached hereto and incorporated herein as Exhibit "J." D.G. paid AIAI approximately \$300.00 for all paperwork and title, but AIAI did not complete this work. AIAI represented on the online eBay auction listing that the vehicle had a "Clean Title!" A true and correct copy of the 2004 Buick LeSabre eBay Listing is attached hereto and incorporated herein as Exhibit "K." The title was in fact not "clean," and failed to list the actual buyer prior to AIAI. On the title, AIAI listed itself in the space for the prior buyer in an attempt to "jump" title. AIAI's sales representative told D.G. after the sale that they would jump title and that D.G.'s state wouldn't catch it, and told D.G. to take the title, "play dumb," and that a lot of states will go ahead and transfer the title. AIAI's sales representative explained this saves AIAI a lot of money so they can sell their cars cheaper saving everyone money, otherwise AIAI will have to get the title in AIAI's name and pay money and D.G. will have to wait a long time for AIAI to get the title back from the state. D.G.'s state of residence would not process the title. D.G. sent the title back to AIAI at AIAI's request. AIAI claimed they never received the title back from D.G. Then eBay got involved, and AIAI sent the title that they falsely claimed they never received from D.G. to eBay. AIAI altered this title and forged D.G.'s signature, misspelling D.G.'s name in the process. AIAI then demanded that D.G. pay an additional \$150.00 to have AIAI properly process the title, over and above the original \$300.00 fee for all paperwork and title that D.G. had already paid to AIAI. After AIAI refused to provide good title for the \$300.00 fee D.G. had already paid, D.G. eventually gave in and paid AIAI an additional \$150.00 to properly process the title. It took approximately six (6)

months after purchase for D.G. to receive good title, during which time he could not register or drive the vehicle.

Defendants' Violations of the Auto Regulations

39. In certain instances, Defendants advertised vehicles for sale via websites, eBay online auction listings, and through other methods, and sold vehicles to consumers, in violation of the Auto Regulations.

40. In certain instances, including in online eBay auction listings, Defendants advertised a motor vehicle for sale in advertisements which did not disclose the business name and address of the advertiser or the word “dealer,” in violation of section 301.2(7) of the Auto Regulations. See 2007 Mitsubishi Outlander eBay Listing, Exhibit “E.” In some of those instances, Defendant Klimin was listed as the seller on sales contracts for the vehicles. See 2006 Subaru Tribeca eBay Listing, Exhibit “G”; 2006 Subaru Tribeca Sales Contract, Exhibit “F”; 2007 Mercedes-Benz E350 eBay Listing, Exhibit “H”; 2007 Mercedes-Benz E350 Sales Contract, Exhibit “I.”

41. In certain instances, in connection with the sale of a motor vehicle, Defendants used a printed or written contract form agreement, receipt or invoice which was not clearly identified as such, did not contain the address of the dealer, or did not include a description of the purchased vehicle as either “new” or “used,” in violation of section 301.4(a)(2) of the Auto Regulations. See 2007 Mercedes-Benz E350 Sales Contract, Exhibit “I”; 2006 Subaru Tribeca Sales Contract, Exhibit “F.” Defendant Klimin was listed as the seller on the above sales contracts.

42. In certain instances, Defendants used the term “AS IS” and contradicted same in 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 was offered for sale, in violation of section 301.4(a)(9) of the Auto Regulations. See 2007 Mercedes-Benz E350 eBay Listing, Exhibit “H”; 2007 Mercedes-Benz E350 Sales Contract, Exhibit “I”; 2006 Subaru Tribeca eBay Listing, Exhibit “G”; 2006 Subaru Tribeca Sales Contract, Exhibit “F.”

43. Specifically, Defendants AIAI and Klimin used the term “AS IS” in a sales contract dated July 6, 2019 for a 2006 Subaru Tribeca with VIN ending in 05384, with the sales contract listing consumer S.D. as the vehicle buyer and Defendant Klimin as the seller. See 2006 Subaru Tribeca Sales Contract, Exhibit “F.”

44. Defendants AIAI and Klimin represented in the eBay auction listing that this vehicle was in “good condition” and “was checked out in our shop and in very pristine shape. No check engine or fault codes. [...] Vehicle drives straight without any faults. [...] Drives solid, like a Subaru should. H6 engine has a good torque[.]” See 2006 Subaru Tribeca eBay Listing, Exhibit “G.” Consumer S.D. was the prevailing bidder for this eBay auction listing.

45. Defendants GADI and Klimin used the term “AS IS” in a sales contract dated March 21, 2020 for a 2007 Mercedes E350 with VIN ending in 210446, with the sales contract listing consumer J.H. as the vehicle buyer and Defendant Klimin as the seller. See 2007 Mercedes-Benz E350 Sales Contract, Exhibit “I.”

46. Defendants GADI and Klimin represented in the eBay auction listing that this vehicle was “recently Pre-inspected [*sic*][,]” that GADI “changed all the fluids that were needed to be changed and went through the vehicle plus test drove the vehicle[.]” that the vehicle “received 4 newer tires (\$400 invested)[,]” that the vehicle “drives very solid[,]” “drives straight and solid, like a Real [*sic*] Mercedes should[,]” was in “good condition[,]” “powerful, sturdy and

reliable[,]” “reliable and quality[,]” “one of the last, reliable and quality Mercedes[,]” with “[e]ngine/transmission[,]” “transmission/differential” and “everything” functioning properly. See 2007 Mercedes-Benz E350 eBay Listing, Exhibit “H.” Consumer J.H. was the prevailing bidder for this eBay auction listing.

Defendants’ Violations of the Board of Vehicles Act

47. In certain instances, Defendants GADI and Klimin advertised vehicles for sale via websites, eBay online auction listings, and through other methods, and sold vehicles to consumers, while at all times Defendants GADI and Klimin were not licensed vehicle dealers. This conduct is in violation of the Board of Vehicles Act, 63 P.S. § 818.303(a)(1).

48. Defendants GADI and Klimin have never been licensed vehicle dealers.

49. In certain instances, Defendant Klimin sold vehicles for unlicensed dealer Defendant GADI, while at all times Klimin was only authorized to sell vehicles for licensed dealer Defendant AIAI. This conduct is in violation of the Board of Vehicles Act, 63 P.S. § 818.303(c)(1).

50. Defendant Klimin’s salesperson license indicates that the one dealer Klimin is authorized to sell for is Defendant AIAI, that Klimin’s “date of association” with AIAI is August 11, 2015, with a last renewal date of May 15, 2021, and an expiration date of May 31, 2023. A true and correct copy of the Department of State Bureau of Professional and Occupational Affairs Vehicle Salesperson License Information for Yuriy Klimin is attached hereto and incorporated herein as Exhibit “L.”

51. Specifically, Defendants GADI and Klimin advertised a 2007 Mercedes-Benz E350 with VIN ending in 210446 for sale in an eBay auction listing. See 2007 Mercedes-Benz E350 eBay Listing, Exhibit “H.” Consumer J.H. was the prevailing bidder for this eBay auction

listing, and the sales contract for this vehicle, dated March 21, 2020, lists in large bold font at the top of the document “GREAT AUTO DEALS INC DBA A IMPULSE AUTO” “HATBORO, PA” with Defendant Klimin as the seller. See 2007 Mercedes-Benz E350 Sales Contract, Exhibit “I.”

52. Defendants GADI and Klimin also advertised a 2000 Toyota 4Runner with VIN ending in 301766 for sale on Cars.com and an eBay auction listing. A true and correct copy of the 2000 Toyota 4Runner eBay Listing is attached hereto and incorporated herein as Exhibit “M.” Consumer M.P. purchased this vehicle from GADI, and the sales contract for the vehicle, dated February 2, 2018, lists in large bold font at the top of the document “GREAT AUTO DEALS INC DBA A IMPULSE AUTO” “HATBORO, PA” with Defendant Klimin as the seller. See 2000 Toyota 4Runner Sales Contract, Exhibit “D.”

53. Defendants GADI and Klimin were not licensed vehicle dealers at the time GADI and Klimin advertised and sold the above vehicles.

54. Given that Defendant GADI has never been a licensed vehicle dealer, Defendant Klimin could never be authorized to sell vehicles for Defendant GADI.

55. Defendant Klimin was only authorized to sell vehicles for authorized dealer AIAI since August 11, 2015.

56. In certain instances, Defendants GADI and Klimin advertised vehicles for sale via websites, eBay online auction listings, and through other methods, and sold vehicles to consumers, while at all times Defendants GADI and Klimin could not meet the facility requirements for a licensed dealer. This conduct is in violation of the Board of Vehicles Act, 63 P.S. § 818.303(e)(1).

57. Defendant AIAI operated as a dealer out of a lot located at 4700 Torresdale

Avenue, Philadelphia, Pennsylvania, and AIAI's license information lists this same address.

58. Defendant AIAI has never had a separately licensed branch lot.

59. At no time could Defendants GADI and Klimin have operated a branch lot for Defendant AIAI, as AIAI never had a license for a branch lot.

60. Defendants GADI and Klimin operated out of 1 Bank Street, Hatboro, Pennsylvania, a location from which KLC Motors Inc. is and/or was operating a vehicle repair shop.

61. Defendant Klimin is the President of KLC Motors Inc.

62. KLC Motors Inc. is not a licensed vehicle dealer.

63. The facility at 1 Bank Street, Hatboro, Pennsylvania, lacked a salesroom devoted principally to the vehicle business where books and records were kept.

64. Based on the above, Defendant GADI could not meet the facility requirements for a main lot at the 1 Bank Street location.

65. In certain instances, Defendants AIAI and Aysenshteyn permitted or allowed Defendants GADI and Klimin, who are not licensed dealers, to use AIAI's dealer license for the purpose of operating in a capacity for which Defendants GADI and Klimin should have held a dealer license. This conduct is subject to discipline, including license revocation, under the Board of Vehicles Act, 63 P.S. § 818.318(20).

66. Defendant GADI is, and operated under, a separate corporate entity from Defendant AIAI.

67. Defendants AIAI and Aysenshteyn permitted Defendants GADI and Klimin to operate as a dealer while Defendants GADI and Klimin should have held their own dealer license.

68. Defendants GADI and Klimin did not hold a vehicle dealer license at the time they advertised and sold the above vehicles, and should have held their own license, yet Defendants AIAI and Aysenshteyn allowed Defendants GADI and Klimin to “do business as” Defendant AIAI under AIAI’s dealer license.

69. The Commonwealth believes and therefore avers that there are additional consumers who have not filed complaints with the Bureau who have been harmed due to the methods, acts, and practices of the Defendants, including, but not limited to, those alleged in this Complaint.

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

**DEFENDANTS SOLD UNROADWORTHY MOTOR VEHICLES TO CONSUMERS
AND FAILED TO DISCLOSE SUCH CONDITION TO CONSUMERS**

70. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

71. The Auto Regulations prohibit the representation in an advertisement or sales presentation that a motor vehicle is of a particular style, model, quality or grade if it is another or if the representation conflicts with a written notice or disclosure required by the Auto Regulations. 37 Pa. Code § 301.2(5).

72. Under the Auto Regulations, a motor vehicle which is offered for sale is represented to be roadworthy, and the advertiser or seller is required to disclose prior to sale the following conditions if the advertiser or seller knows or should know the conditions exist in the motor vehicle:

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

37 Pa. Code § 301.2(5).

73. Defendants AIAI and Aysenshteyn were warned by the Bureau, via the July 30, 2012 warning letter (Exhibit “A”), to not misrepresent the features and conditions of vehicles listed and sold on eBay, and to not offer for sale or sell to consumers vehicles that were unable to pass inspection or had transmission problems without disclosing same. However, despite being put on notice that this conduct may violate the Consumer Protection Law and the Auto Regulations, Defendants continued to engage in these practices.

74. In certain instances, Defendants advertised vehicles for sale via websites, eBay online auction listings, and through other methods, and sold vehicles to consumers, without disclosing to consumers the defects that made those motor vehicles unroadworthy, where Defendants knew or should have known the vehicles would not be able to pass state inspection, the transmission or differential was damaged, defective, or so deteriorated as to require replacement, or the vehicle was flood damaged.

75. For example, consumer M.P., whose narrative is described in paragraph 31.b., herein above, purchased a vehicle from Defendant GADI, with Defendant Klimin listed on the sales contract, and shortly thereafter learned from a repair facility that the vehicle was not safe to be driven on the road due to the rust, frame damage, and corroded brakes, and that the vehicle had an exhaust system held together by a C-clamp and foil.

76. Upon information and belief, Defendants GADI and Klimin knew, or should have known from any reasonable inspection of the vehicle, that the conditions including the rust, frame damage, brake issues, and exhaust system being held together by a C-clamp and foil,

existed at the time of sale, and failed to disclose these conditions to consumer M.P.

77. As another example, consumer L.M., whose narrative is described in paragraph 31.c., herein above, purchased a vehicle from Defendant AIAI, with AIAI being controlled and operated by Defendant Aysenshteyn. Shortly after purchase, L.M. learned from a repair facility that the vehicle may have been damaged in a flood because it was severely rusted beyond repair, had saltwater damage corrosion, the dash instrument panel cluster not working was part of a wiring issue that came from water, rust, and corrosion damage, the brake lines, fuel lines, and gas tank were rotting away and leaking, the engine was leaking oil and knocking, the whole frame of the truck was rotted away, and the vehicle was unsafe to drive.

78. Upon information and belief, Defendants AIAI and Aysenshteyn knew, or should have known from any reasonable inspection of the vehicle, that the conditions including the rust, instrument panel cluster not working, brake lines, fuel lines, and gas tank rotting away and leaking, engine leaking oil and knocking, and the whole frame of the truck being rotted away, existed at the time of sale, and failed to disclose these conditions to consumer L.M.

79. As another example, consumer R.K., whose narrative is described in paragraph 31.d., herein above, purchased a vehicle from Defendant AIAI via an online eBay auction, with AIAI being controlled and operated by Defendant Aysenshteyn. Defendant AIAI represented on eBay that the vehicle was in “very good condition” and “everything is functioning as it should.” AIAI’s sales representative refused to let R.K. test drive the vehicle until all paperwork was signed. The vehicle immediately shutdown on R.K. less than a half mile after driving it on to the street and it would not restart. The vehicle was making a lot of unusual loud noises. R.K. notified AIAI’s sales representative that the vehicle did not work at all as promised in the advertisement. As the car was unsafe to drive, R.K. requested a full refund, but AIAI refused.

80. Upon information and belief, Defendants AIAI and Aysenshteyn knew, or should have known from any reasonable inspection of the vehicle, that the conditions causing the vehicle being unable to operate after driving only a half mile, and unusual loud noises, existed at the time of sale, and failed to disclose these conditions to consumer R.K.

81. In at least one instance, Defendants AIAI, Aysenshteyn, and Klimin failed to disclose to consumers, as required by the Auto Regulations, that a motor vehicle had defective conditions related to the transmission when AIAI, Aysenshteyn, and Klimin knew or should have known such conditions existed in the vehicle.

82. For example, consumer C.L., whose narrative is described in paragraph 31.a., herein above, purchased a vehicle from Defendant AIAI, with AIAI being controlled and operated by Defendant Aysenshteyn, and with Defendant Klimin listed on the sales contract. Shortly after purchase, the vehicle experienced transmission failure. C.L. then learned from a repair facility that the vehicle required a transmission replacement, and that a diagnostic code for the transmission was cleared multiple times during the period that Defendants AIAI and Aysenshteyn would have had the vehicle in their possession.

83. Upon information and belief, Defendants AIAI, Aysenshteyn, and Klimin knew, or should have known from any reasonable inspection of the vehicle, or by retrieving and clearing diagnostic codes from the vehicle, that the conditions including defects and malfunctions in the transmission that would require a transmission replacement, existed at the time of sale, and failed to disclose these conditions to consumer C.L.

84. The aforesaid methods, acts, or practices constitute violations of Section 301.2(5) of the Auto Regulations. 37 Pa. Code § 301.2(5).

85. A violation of Section 301.2(5) of the Auto Regulations is considered an unfair

method of competition and an unfair or deceptive act or practice. 37 Pa. Code § 301.2.

86. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- b. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- c. Section 201-2(4)(vii), representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- d. Section 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised; and
- e. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct creating a likelihood of confusion or of misunderstanding.

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

87. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

88. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as

well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests this Honorable Court to issue an order:

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

B. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods and services, as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law;
2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law;
3. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, as prohibited by Section 201-2(4)(vii) of the Consumer Protection Law;
4. Advertising goods or services with intent not to sell them as advertised as

prohibited by Section 201-2(4)(ix) of the Consumer Protection Law; and

5. Engaging in any other fraudulent or deceptive conduct creating a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.

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

C. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Auto Regulations and any amendments thereto, including, but not limited to, failing to disclose prior to sale the following conditions if the advertiser or seller knows or should know that certain conditions exist in the motor vehicle, including, the frame is bent, cracked or twisted, engine block or head is cracked, the vehicle is unable to pass State inspection, the transmission or differential is damaged, defective, or so deteriorated as to require replacement, or the vehicle is flood damaged, as prohibited by Section 301.2(5) of the Auto Regulations. 37 Pa. Code § 301.2(5).

D. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law 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.

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

F. Permanently enjoining the Defendants, in any capacity, from engaging in business involving the sale of motor vehicles in the Commonwealth of Pennsylvania and/or to consumers residing within the Commonwealth of Pennsylvania.

G. Permanently enjoining Defendants, in any capacity, from engaging in business involving the sale of motor vehicles via the internet or e-commerce platforms, including but not limited to eBay, Craigslist, Facebook, Cars.com, Auto.com, CarGurus.com, DealerRater.com, and other websites, programs, applications or “apps.”

H. Requiring Defendants to pay the Commonwealth’s investigative and litigation costs in this matter.

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

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

**DEFENDANTS MISREPRESENTED THE QUALITY, USE, BENEFIT, AND
CHARACTERISTICS OF VEHICLES SOLD**

89. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

90. The Auto Regulations prohibit making a representation or statement of a fact in an advertisement or sales presentation if the advertiser or salesperson knows or should know that the representation or statement is false and misleading or if the advertiser or salesperson does not have sufficient information upon which a reasonable belief in the truth of the representation could be based. 37 Pa. Code § 301.2(6).

91. Defendants AIAI and Aysenshteyn were warned by the Bureau, via the July 30, 2012 warning letter (Exhibit “A”), to not misrepresent the features and conditions of vehicles

listed and sold on eBay. However, despite being put on notice that this conduct may violate the Consumer Protection Law and the Auto Regulations, Defendants continued to engage in these practices.

92. In certain instances, Defendants advertised vehicles for sale via websites, eBay online auction listings, and through other methods, and sold vehicles to consumers, where the vehicles' characteristics did not conform to Defendants' representations, including representations regarding vehicle condition and specifications.

93. For example, consumer S.E., whose narrative is described in paragraph 36.a., herein above, needed a four-wheel drive or all-wheel drive vehicle, and purchased a vehicle from Defendant AIAI via an online eBay auction, with AIAI being controlled and operated by Defendant Aysenshteyn. Based on Defendant AIAI's representations that the vehicle was four-wheel drive or all-wheel drive, S.E. purchased the vehicle, when in fact the vehicle was not four-wheel drive or all-wheel drive, but only two-wheel drive.

94. As another example, consumer S.D., whose narrative is described in paragraph 36.b., herein above, purchased a vehicle from Defendant AIAI via an online eBay auction, with AIAI being controlled and operated by Defendant Aysenshteyn. Defendant AIAI represented that the vehicle was in "good condition" and "was checked out in our shop and in very pristine shape. No check engine or fault codes. [...] Vehicle drives straight without any faults. [...] Drives solid, like a Subaru should. H6 engine has a good torque[.]" See 2006 Subaru Tribeca eBay Listing, Exhibit "G." Shortly after S.D. drove the vehicle off AIAI's lot, fault codes appeared, and after driving home, S.D. learned from a Subaru dealership that the vehicle had a lower rod bearing failure that rendered the vehicle useless without an engine replacement.

95. As another example, consumer J.H., whose narrative is described in paragraph

36.c., herein above, purchased a vehicle that Defendant GADI represented was “recently Pre-inspected [sic][,]” that GADI “changed all the fluids that were needed to be changed and went through the vehicle plus test drove the vehicle[,],” that the vehicle “received 4 newer tires (\$400 invested)[,],” that the vehicle “drives very solid[,],” “drives straight and solid, like a Real [sic] Mercedes should[,],” was in “good condition[,],” “powerful, sturdy and reliable[,],” “reliable and quality[,],” “one of the last, reliable and quality Mercedes[,],” with “[e]ngine/transmission[,],” “transmission/differential” and “everything” functioning properly. See 2007 Mercedes-Benz eBay Listing, Exhibit “H.” Defendant Klimin was listed as the seller on the sales contract. See 2007 Mercedes-Benz Sales Contract, Exhibit “I.” While driving the vehicle home after taking delivery, J.H. noticed the car was out of balance, and immediately replaced the tires, as well as the battery after it went dead. Two days later, the vehicle’s check engine light went on. A Mercedes-Benz dealership, and another repair facility, both diagnosed over six codes for numerous engine and transmission issues, with repair costs estimated to be over \$11,800.00. The vehicle also had other issues where a repair facility noted it needed replacement of rusted front and rear brake rotors, left and right front axle boots, left front outer tie rod, and a wheel alignment. This repair facility also noted that the rear air springs were converted to conventional springs, and there was possible front drive shaft play.

96. Defendants’ representations or statements of fact in advertisements or sales presentations, where they knew or should know that the representations or statements were false and misleading, or where they did not have sufficient information upon which a reasonable belief in the truth of the representation could be based, violated Section 301.2(6) of the Auto Regulations. 37 Pa. Code § 301.2(6).

97. The aforesaid methods, acts or practices constitute unfair methods of competition

and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- b. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- c. Section 201-2(4)(vii), representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- d. Section 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised; and
- e. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct creating a likelihood of confusion or of misunderstanding.

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

98. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

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

suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests this Honorable Court to issue an order:

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

B. Permanently enjoining Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods and services, as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law;
2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law;
3. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, as prohibited by Section 201-2(4)(vii) of the Consumer Protection Law;
4. Advertising goods or services with intent not to sell them as advertised as prohibited by Section 201-2(4)(ix) of the Consumer Protection Law; and
5. Engaging in any other fraudulent or deceptive conduct creating a

likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.

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

C. Permanently enjoining Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Auto Regulations and any amendments thereto, including, but not limited to, the making of a representation or statement of a fact in an advertisement or sales presentation if the advertiser or salesperson knows or should know that the representation or statement is false and misleading or if the advertiser or salesperson does not have sufficient information upon which a reasonable belief in the truth of the representation could be based, as prohibited by 37 Pa. Code § 301.2(6).

D. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law 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.

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

F. Permanently enjoining Defendants, in any capacity, from engaging in business involving the sale of motor vehicles in the Commonwealth of Pennsylvania and/or to consumers residing within the Commonwealth of Pennsylvania.

G. Permanently enjoining Defendants, in any capacity, from engaging in business

involving the sale of motor vehicles via the internet or e-commerce platforms, including but not limited to eBay, Craigslist, Facebook, Cars.com, Auto.com, CarGurus.com, DealerRater.com, and other websites, programs, applications or “apps.”

H. Requiring Defendants to pay the Commonwealth’s investigative and litigation costs in this matter.

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

**COUNT III – VIOLATIONS OF THE CONSUMER PROTECTION LAW,
THE VEHICLE CODE, AND THE AUTO REGULATIONS**

**DEFENDANTS AIAL, AYSENSHTEYN, AND KLIMIN ENGAGED IN UNFAIR AND
DECEPTIVE ACTS OR PRACTICES BY FAILING TO PROVIDE VEHICLE TITLE
AND REGISTRATION**

100. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

101. Under the Vehicle Code, no vehicle may be driven on any highway or roadway open to the public unless it is registered in Pennsylvania, or exempt from registration (*i.e.*, exemptions for non-residents). 75 Pa.C.S. § 1301(a).

102. Before a vehicle can be registered in Pennsylvania, a certificate of title must have been applied for or issued. 75 Pa.C.S. § 1301(c).

103. For vehicles purchased from a dealer, the dealer must mail or deliver applications for certificate of title to the Department of Transportation of the Commonwealth (hereinafter “PennDOT”) within twenty (20) days of date of purchase. 75 Pa.C.S. § 1103.1(d).

104. It is an unfair method of competition and an 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. 37 Pa. Code § 301.4(a)(10).

105. In at least once instance, Defendants AIAI, Aysenshteyn, and Klimin failed to mail or deliver applications for certificate of title to PennDOT within twenty (20) days of purchase.

106. In at least one instance, Defendants AIAI, Aysenshteyn, and Klimin failed to properly provide title or registration for a vehicle sold to a consumer, leaving the consumer without the benefit of the promised, legally mandated, and already paid for, title and registration services, and leaving the consumer without the most basic and implicit benefit of the vehicle they had purchased: the ability to legally drive the vehicle on a highway or roadway open to the public.

107. For example, consumer D.G., whose narrative is described in paragraph 38.b., herein above, purchased a vehicle from Defendant AIAI, with AIAI being controlled and operated by Defendant Aysenshteyn. Defendant AIAI represented that the vehicle had a clean title and Defendant Klimin was listed as the seller on the sales contract. See 2004 Buick LeSabre Sales Contract, Exhibit “J.” D.G. paid AIAI approximately \$300.00 for all paperwork and title, but AIAI did not complete this work. The title was in fact not “clean,” and failed to list the actual buyer prior to AIAI. On the title, AIAI listed itself in the space for the prior buyer in an attempt to “jump” title. AIAI’s sales representative told D.G. after the sale that they would jump title and that D.G.’s state wouldn’t catch it, and told D.G. to take the title, “play dumb,” and that a lot of states will go ahead and transfer the title. AIAI’s sales representative explained this saves AIAI a lot of money, and otherwise AIAI will have to get the title in AIAI’s name and pay money. D.G.’s state of residence would not process the title. AIAI demanded that D.G. pay an additional \$150.00 to have AIAI properly process the title, over and above the original \$300.00

fee for all paperwork and title that D.G. had already paid to AIAI. After AIAI refused to provide good title for the \$300.00 fee D.G. had already paid, D.G. eventually gave in and paid AIAI an additional \$150.00 to properly process the title. It took approximately six (6) months after purchase for D.G. to receive good title, during which time he could not register or drive the vehicle.

108. As another example, consumer C.L., whose narrative is described in paragraph 38.a., herein above, purchased a vehicle from AIAI, with AIAI being controlled and operated by Defendant Aysenshteyn, and made multiple requests to AIAI for the vehicle's title. C.L. spoke with Defendant Klimin regarding the vehicle, and Defendant Klimin was listed as the seller on the sales contract. See 2009 Subaru Forester Sales Contract, Exhibit "C." The temporary tags expired on the vehicle and C.L. could not drive the vehicle legally for approximately one (1) month. It took Defendant AIAI approximately three (3) months from the time of purchase to provide C.L. with proper title to the vehicle.

109. Defendants AIAI, Aysenshteyn, and Klimin's failure to mail or deliver timely applications for certificate of title to PennDOT violated Section 1103.1(d) of the Vehicle Code and Section 301.4(a)(10) of the Auto Regulations. 75 Pa.C.S. § 1103.1(d); 37 Pa. Code § 301.4(a)(10).

110. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they

do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;

- b. Section 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised; and
- c. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct creating a likelihood of confusion or of misunderstanding.

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

111. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants AIAI, Aysenshteyn, and Klimin.

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

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests this Honorable Court issue an order:

A. Declaring Defendants AIAI, Aysenshteyn, and Klimin's conduct as described in the Complaint to be in violation of the Consumer Protection Law, Vehicle Code, and Auto Regulations.

B. Permanently enjoining Defendants AIAI, Aysenshteyn, and Klimin, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

1. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law;
2. Advertising goods or services with intent not to sell them as advertised, as prohibited by Section 201-2(4)(ix) of the Consumer Protection Law; and
3. Engaging in any other fraudulent or deceptive conduct creating a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.

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

C. Permanently enjoining Defendants AIAI, Aysenshteyn, and Klimin, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Vehicle Code and any amendments thereto, including, but not limited to, failing to mail or deliver applications for certificate of title to PennDOT within 20 days of date of purchase, as prohibited by Section 1103.1(d) of the Vehicle Code. 75 Pa.C.S. § 1103.1(d).

D. Permanently enjoining Defendants AIAI, Aysenshteyn, and Klimin, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Auto Regulations and any amendments thereto, including, but not limited to, failing 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, as prohibited by 37 Pa. Code § 301.4(a)(10).

E. Directing Defendants AIAI, Aysenshteyn, and Klimin to make full restitution

pursuant to Section 201-4.1 of the Consumer Protection Law 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.

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

G. Permanently enjoining Defendants AIAI, Aysenshteyn, and Klimin, in any capacity, from engaging in business involving the sale of motor vehicles in the Commonwealth of Pennsylvania and/or to consumers residing within the Commonwealth of Pennsylvania.

H. Permanently enjoining Defendants AIAI, Aysenshteyn, and Klimin, in any capacity, from engaging in business involving the sale of motor vehicles via the internet or e-commerce platforms, including but not limited to eBay, Craigslist, Facebook, Cars.com, Auto.com, CarGurus.com, DealerRater.com, and other websites, programs, applications or “apps.”

I. Requiring Defendants AIAI, Aysenshteyn, and Klimin to pay the Commonwealth’s investigative and litigation costs in this matter.

J. Granting such other and further relief as this Court may deem just, proper, and equitable under the circumstances.

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

**DEFENDANTS’ ADVERTISEMENTS AND CONTRACTS VIOLATED THE AUTO
REGULATIONS**

113. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

114. The Auto Regulations prohibit advertising by a motor vehicle dealer of a motor vehicle for sale in which the advertisement does not disclose the business name and address of the advertiser or the word “dealer.” 37 Pa. Code § 301.2(7).

115. In certain instances, including in online eBay auction listings, Defendants advertised a motor vehicle for sale in advertisements which did not disclose the business name and address of the advertiser or the word “dealer,” in violation of section 301.2(7) of the Auto Regulations.

116. For example, Defendant AIAI, which was being controlled and operated by Defendant Aysenshteyn, failed to disclose the business name and address of the advertiser or the word “dealer” in an eBay auction listing for a 2006 Subaru Tribeca with VIN ending in 05384. See 2006 Subaru Tribeca eBay Listing, Exhibit “G.” AIAI then provided a sales contract to consumer S.D., dated July 6, 2019, with Defendant Klimin listed as the seller, for this vehicle. See 2006 Subaru Tribeca Sales Contract, Exhibit “F.”

117. As another example, Defendant GADI failed to disclose the business name and address of the advertiser or the word “dealer” in an eBay auction listing for a 2007 Mercedes E350 with VIN ending in 210446. See 2007 Mercedes-Benz E350 eBay Listing, Exhibit “H.” GADI then provided a sales contract to consumer J.H., dated March 21, 2020, with Defendant Klimin listed as the seller, for this vehicle. See 2007 Mercedes-Benz E350 Sales Contract,

Exhibit “I.”

118. The Auto Regulations prohibit using, in connection with the sale of a motor vehicle, a printed or written contract form agreement, receipt or invoice which is not clearly identified, and which does not contain, among other things, the address of the dealer, and a description of the purchased vehicle as either “new” or “used.” 37 Pa. Code § 301.4(a)(2).

119. In certain instances, Defendants used, in connection with the sale of a motor vehicle, a printed or written contract form agreement, receipt or invoice which was not clearly identified, did not contain the address of the dealer, or did not include a description of the purchased vehicle as either “new” or “used,” in violation of section 301.4(a)(2) of the Auto Regulations.

120. For example, the sales contract provided by Defendant GADI to consumer J.H. for the 2007 Mercedes E350 with VIN ending in 210446, with Defendant Klimin listed as the seller, was not clearly identified as a sales contract, did not include the address of the dealer, and did not include a description of the purchased vehicle as either “new” or “used.”

121. As another example, Defendant AIAI, which was being controlled and operated by Defendant Aysenshteyn, provided a sales contract to consumer S.D. for the 2006 Subaru Tribeca with VIN ending in 05384. Defendant Klimin was listed as the seller on this sales contract, the document was not clearly identified as a sales contract, and it did not include a description of the purchased vehicle as either “new” or “used.”

122. The Auto Regulations prohibit the representation in an advertisement or sales presentation that a motor vehicle is of a particular style, model, quality or grade if it is another or if the representation conflicts with a written notice or disclosure required by the Auto Regulations. 37 Pa. Code § 301.2(5).

123. The Auto Regulations prohibit contradicting the term “AS IS” with 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(a)(9).

124. In certain instances, Defendants represented in an advertisement or sales presentation that a motor vehicle was of a particular quality or grade, when this representation conflicted with the “AS IS” written notice or disclosure required by the Auto Regulations.

125. In certain instances, Defendants used the term “AS IS” and contradicted same in 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 was offered for sale, in violation of section 301.4(a)(9) of the Auto Regulations.

126. For example, Defendant AIAI, which was being controlled and operated by Defendant Aysenshteyn, and Defendant Klimin, used the term “AS IS” in the sales contract for the 2006 Subaru Tribeca with VIN ending in 05384, with the sales contract listing consumer S.D. as the vehicle buyer and Defendant Klimin as the seller. See 2006 Subaru Tribeca Sales Contract, Exhibit “F.” Defendants AIAI and Klimin represented in the eBay auction listing for this vehicle that it was in “good condition” and “was checked out in our shop and in very pristine shape. No check engine or fault codes. [...] Vehicle drives straight without any faults. [...] Drives solid, like a Subaru should. H6 engine has a good torque[.]” See 2006 Subaru Tribeca eBay Listing, Exhibit “G.” Consumer S.D. was the prevailing bidder for this eBay auction listing.

127. As another example, Defendants GADI and Klimin used the term “AS IS” in the sales contract for the 2007 Mercedes E350 with VIN ending in 210446, with the sales contract

listing consumer J.H. as the vehicle buyer and Defendant Klimin as the seller. See 2007 Mercedes-Benz E350 Sales Contract, Exhibit “I.” Defendants GADI and Klimin represented in an eBay auction listing for this vehicle that it was “recently Pre-inspected [*sic*][,]” that GADI “changed all the fluids that were needed to be changed and went through the vehicle plus test drove the vehicle[,],” that the vehicle “received 4 newer tires (\$400 invested)[,],” that the vehicle “drives very solid[,],” “drives straight and solid, like a Real [*sic*] Mercedes should[,],” was in “good condition[,],” “powerful, sturdy and reliable[,],” “reliable and quality[,],” “one of the last, reliable and quality Mercedes[,],” with “[e]ngine/transmission[,],” “transmission/differential” and “everything” functioning properly. See 2007 Mercedes-Benz E350 eBay Listing, Exhibit “H.” Consumer J.H. was the prevailing bidder for this eBay auction listing.

128. The aforesaid methods, acts, or practices constitute violations of Sections 301.2 and 301.4 of the Auto Regulations. 37 Pa. Code §§ 301.2, 301.4.

129. A violation of Sections 301.2 or 301.4 of the Auto Regulations is considered an unfair method of competition and an unfair or deceptive act or practice. §§ 301.2, 301.4.

130. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- b. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they

do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;

- c. Section 201-2(4)(vii), representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- d. Section 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised; and
- e. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct creating a likelihood of confusion or of misunderstanding.

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

131. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

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

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests this Honorable Court to issue an order:

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

B. Permanently enjoining Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer

Protection Law and any amendments thereto, including, but not limited to:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods and services, as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law;
2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law;
3. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, as prohibited by Section 201-2(4)(vii) of the Consumer Protection Law;
4. Advertising goods or services with intent not to sell them as advertised, as prohibited by Section 201-2(4)(ix) of the Consumer Protection Law; and
5. Engaging in any other fraudulent or deceptive conduct creating a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.

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

C. Permanently enjoining Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Auto Regulations and any amendments thereto, including, but not limited to:

1. Advertising by a motor vehicle dealer of a motor vehicle for sale in which

the advertisement does not disclose the business name and address of the advertiser or the word “dealer,” in violation of 37 Pa. Code § 301.2(7);

2. Using a printed or written contract form agreement, receipt or invoice in connection with the sale of a motor vehicle which is not clearly identified, and which does not contain, among other things, the address of the dealer, and a description of the purchased vehicle as either “new” or “used,” in violation of 37 Pa. Code § 301.4(a)(2);
3. The representation in an advertisement or sales presentation that a motor vehicle is of a particular style, model, quality or grade if it is another or if the representation conflicts with a written notice or disclosure required by the Auto Regulations, in violation of 37 Pa. Code § 301.2(5); and
4. Contradicting the term “AS IS” with 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, in violation of 37 Pa. Code § 301.4(a)(9).

D. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law 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.

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty

(60) or older as victims.

F. Permanently enjoining Defendants, in any capacity, from engaging in business involving the sale of motor vehicles in the Commonwealth of Pennsylvania and/or to consumers residing within the Commonwealth of Pennsylvania.

G. Permanently enjoining Defendants, in any capacity, from engaging in business involving the sale of motor vehicles via the internet or e-commerce platforms, including but not limited to eBay, Craigslist, Facebook, Cars.com, Auto.com, CarGurus.com, DealerRater.com, and other websites, programs, applications or “apps.”

H. Requiring Defendants to pay the Commonwealth’s investigative and litigation costs in this matter.

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

**COUNT V – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND THE
BOARD OF VEHICLES ACT**

**DEFENDANTS’ SALE OF MOTOR VEHICLES AND OTHER ACTIONS VIOLATED
THE BOARD OF VEHICLES ACT LICENSING REQUIREMENTS**

133. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

134. Under the Board of Vehicles Act, it is unlawful for any person to engage in business as a dealer within the Commonwealth unless the person has secured a dealer license. 63 P.S. § 818.303(a)(1).

135. The Board of Vehicles Act defines a dealer as a person, who is required to be licensed, “who is engaged in the business of buying, selling or exchanging new or used vehicles or an interest in new or used vehicles, regardless of whether the vehicles are owned by that

person.” 63 P.S. § 818.102.

136. The Board of Vehicles Act defines “buying, selling or exchanging” as including “listing, offering, auctioning, advertising, representing or soliciting, offering or attempting to solicit or negotiate on behalf of another a sale, purchase or exchange or any similar or related activity.” 63 P.S. § 818.102.

137. In certain instances, Defendants GADI and Klimin advertised vehicles for sale via websites, eBay online auction listings, and through other methods, and sold vehicles to consumers, while at all times Defendants GADI and Klimin were not licensed vehicle dealers, in violation of the Board of Vehicles Act, 63 P.S. § 818.303(a)(1).

138. For example, Defendants GADI and Klimin advertised a 2007 Mercedes-Benz E350 with VIN ending in 210446 for sale on an eBay auction listing. See 2007 Mercedes-Benz E350 eBay Listing, Exhibit “H.” Consumer J.H. was the prevailing bidder for this eBay auction listing, and the sales contract for this vehicle, dated March 21, 2020, lists in large bold font at the top of the document “GREAT AUTO DEALS INC DBA A IMPULSE AUTO” “HATBORO, PA” with Defendant Klimin as the seller. See 2007 Mercedes-Benz E350 Sales Contract, Exhibit “I.”

139. Defendants GADI and Klimin also advertised a 2000 Toyota 4Runner with VIN ending in 301766 for sale on Cars.com and an eBay auction listing. See 2000 Toyota 4Runner eBay Listing, Exhibit “M.” Consumer M.P. purchased this vehicle from GADI, and the sales contract for the vehicle, dated February 2, 2018, lists in large bold font at the top of the document “GREAT AUTO DEALS INC DBA A IMPULSE AUTO” “HATBORO, PA” with Defendant Klimin as the seller. See 2000 Toyota 4Runner Sales Contract, Exhibit “D.”

140. Defendants GADI and Klimin were not licensed vehicle dealers at the time they

listed, advertised, auctioned and sold the above vehicles.

141. Under the Board of Vehicles Act, it is unlawful for any licensed salesperson to sell for more than one dealer at a time, and the salesperson's license indicates the name of the one dealer the salesperson is licensed to sell for. 63 P.S. § 818.303(c)(1).

142. Defendant Klimin's salesperson license indicates that the one dealer Klimin is authorized to sell for is Defendant AIAI, and that Klimin's "date of association" with AIAI is August 11, 2015, with a last renewal date of May 15, 2021, and an expiration date of May 31, 2023. See Department of State Bureau of Professional and Occupational Affairs Vehicle Salesperson License Information for Yuriy Klimin, Exhibit "L."

143. In certain instances, Defendant Klimin sold vehicles for unlicensed dealer Defendant GADI while Klimin was only authorized to sell vehicles for licensed dealer Defendant AIAI, in violation of the Board of Vehicles Act, 63 P.S. § 818.303(c)(1).

144. For example, the sales contract dated March 21, 2020 for the 2007 Mercedes-Benz E350 with VIN ending in 210446 lists in large bold font at the top of the document "GREAT AUTO DEALS INC DBA A IMPULSE AUTO" "HATBORO, PA" with consumer J.H. listed as the vehicle buyer, and Defendant Klimin listed as the vehicle seller. See 2007 Mercedes-Benz E350 Sales Contract, Exhibit "I."

145. As another example, the sales contract dated February 2, 2018 for the 2000 Toyota 4Runner with VIN ending in 301766 lists in large bold font at the top of the document "GREAT AUTO DEALS INC DBA A IMPULSE AUTO" "HATBORO, PA" with consumer M.P. listed as the vehicle buyer, and Defendant Klimin listed as the vehicle seller. See 2000 Toyota 4Runner Sales Contract, Exhibit "D."

146. In certain instances, Defendants GADI and Klimin advertised vehicles for sale via websites, eBay online auction listings, and through other methods, and sold vehicles to consumers, while at all times Defendants GADI and Klimin could not meet the facility requirements for a licensed dealer. This conduct is in violation of the Board of Vehicles Act, 63 P.S. § 818.303(e)(1).

147. Under the Board of Vehicles Act, dealers engaged in the business of buying, selling, or exchanging new and used vehicles are required to maintain an established place of business with a salesroom devoted principally to the vehicle business, with such salesroom being where books and records are kept. 63 P.S. § 818.303(e)(1) – (2).

148. Under the Board of Vehicles Act, a “branch lot” is an “office and lot maintained in addition to the main office and lot of a licensed vehicle dealer used for the display or sale of vehicles.” 63 P.S. § 818.102.

149. Under the Board of Vehicles Act, a “branch lot” must be a separately licensed location which meets the facility requirements of a main lot. 63 P.S. § 818.303(e)(1)(ii).

150. Defendant AIAI operated as a dealer out of the lot at 4700 Torresdale Avenue, Philadelphia, Pennsylvania, and AIAI’s license information lists this same address.

151. Defendant AIAI has never had a separately licensed branch lot.

152. Defendants GADI and Klimin could not have operated a branch lot for Defendant AIAI as AIAI never had a license for a branch lot.

153. Defendants GADI and Klimin operated out of 1 Bank Street, Hatboro, Pennsylvania, a location from which KLC Motors Inc. is and/or was operating a vehicle repair shop.

154. Defendant Klimin is the President of KLC Motors Inc.

155. KLC Motors Inc. is not a licensed vehicle dealer.

156. Defendants GADI and Klimin could not meet the facility requirements for a main lot at 1 Bank Street, Hatboro, Pennsylvania as this location lacked a salesroom devoted principally to the vehicle business where books and records were kept.

157. Under the Board of Vehicles Act, a person is subject to discipline, including license revocation, for permitting or allowing another individual or organization who is not licensed, to use that person's license for the purpose of operating in a capacity for which the individual or organization should have held a license. 63 P.S. § 818.318(20).

158. Defendant GADI is, and operated under, a separate corporate entity from Defendant AIAI.

159. Defendants AIAI and Aysenshteyn permitted Defendants GADI and Klimin to operate as a dealer while Defendants GADI and Klimin should have held their own dealer license.

160. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- b. Section 201-2(4)(iii), causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;

- c. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- d. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct creating a likelihood of confusion or of misunderstanding.

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

161. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

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

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests this Honorable Court to issue an order:

A. Declaring Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law and Board of Vehicles Act.

B. Permanently enjoining Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to:

- 1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods and services, as prohibited

- by Section 201-2(4)(ii) of the Consumer Protection Law;
2. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, as prohibited by Section 201-2(4)(iii) of the Consumer Protection Law;
 3. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law; and
 4. Engaging in any other fraudulent or deceptive conduct creating a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.

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

C. Permanently enjoining Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Board of Vehicles Act and any amendments thereto, including, but not limited to:

1. Engaging in business as a dealer within the Commonwealth unless a dealer license has been secured, in violation of 63 P.S. § 818.303(a)(1);
2. Selling for more than one dealer at a time, in violation of 63 P.S. § 818.303(c)(1);
3. Engaging in the business of buying, selling, or exchanging new and used vehicles without an established place of business with a salesroom devoted principally to the vehicle business, with such salesroom being where books

and records are kept, in violation of 63 P.S. § 818.303(e)(1) – (2); and

4. Permitting or allowing another individual or organization who is not licensed, to use that person's license for the purpose of operating in a capacity for which the individual or organization should have held a license, in violation of 63 P.S. § 818.318(20).

D. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law 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.

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

F. Permanently enjoining Defendants, in any capacity, from engaging in business involving the sale of motor vehicles in the Commonwealth of Pennsylvania and/or to consumers residing within the Commonwealth of Pennsylvania.

G. Permanently enjoining Defendants, in any capacity, from engaging in business involving the sale of motor vehicles via the internet or e-commerce platforms, including but not limited to eBay, Craigslist, Facebook, Cars.com, Auto.com, CarGurus.com, DealerRater.com, and other websites, programs, applications or "apps."

H. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter.

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

Respectfully submitted:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

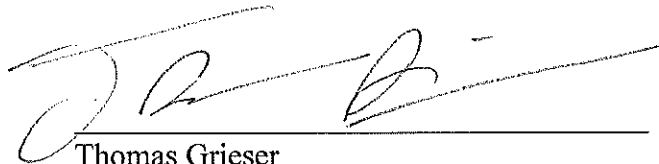
Date: 8/24/2022

By: /s/ Shawn Bachman
Shawn Bachman
Deputy Attorney General
PA Attorney I.D. #325860
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
sbachman@attorneygeneral.gov
Attorney for Plaintiff

VERIFICATION

I, Thomas Grieser, hereby state that I am a Consumer Protection Agent with the Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Commonwealth 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 contained herein are subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: 8/24/22

A handwritten signature in black ink, appearing to read 'T. Grieser', is written over a horizontal line.

Thomas Grieser
Consumer Protection Agent

CERTIFICATE OF COMPLIANCE

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

Date: 8/24/2022

By: /s/ Shawn Bachman
Shawn Bachman
Deputy Attorney General
PA Attorney I.D. #325860
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
sbachman@attorneygeneral.gov
Attorney for Plaintiff

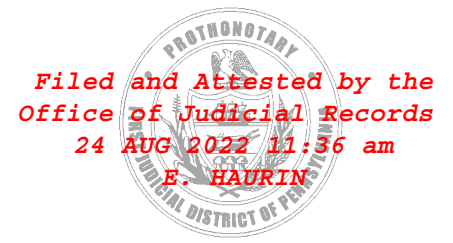


EXHIBIT A



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

LINDA L. KELLY
ATTORNEY GENERAL

July 30, 2012

Bureau of Consumer Protection
21 South 12th Street, Second Floor
Philadelphia, Pennsylvania 19107
Telephone: (215) 560-2414
Facsimile: (215) 560-2494

Via Certified Mail, Return Receipt Requested, and Regular U.S. First Class Mail

A Impuls Auto, Inc.
Attention: Yudik Aysenshteyn
4700 Torresdale Avenue
Philadelphia, Pennsylvania 19124

Re: *******WARNING LETTER*******

Issued by the Commonwealth of Pennsylvania, Bureau of Consumer Protection, to A Impuls Auto, Inc., Concerning Violations of the Unfair Trade Practices and Consumer Protection Law, the Motor Vehicle Sales Financing Act, and the Automotive Industry Trade Practices

Investigation No. BCP-11-10-000161-SAEF/FJH

Dear Mr. Aysenshteyn:

As you know, the Bureau of Consumer Protection ("Bureau") opened an investigation into your business practices. During the course of our review, we identified possible violations of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law"), the *Pennsylvania Motor Vehicle Sales Financing Act*, 69 P.S. § 604, *et seq.* ("MVSFA"), and the *Pennsylvania Automotive Industry Trade Practices*, 37 Pa. Code § 301.1, *et seq.* ("Auto Regs").

We found that you may have (1) misrepresented the features and conditions of vehicles listed and sold on EBay; (2) accepted payments made in installments from consumers for the purchase of motor vehicles for periods longer than ninety (90) days without the proper state banking license; (3) failed to use written installment sales contracts that include required payment terms and proper notices; (4) offered for sale and sold vehicles to consumers that you knew or should have known would not pass inspection or had transmission problems and did not disclose these issues; and (5) failed to properly notify consumers that the deposits were non-refundable.

Case ID: 220802711

Your actions may constitute unfair methods of competition and unfair or deceptive acts or practices, in violation of Section 201-2(4) of the Consumer Protection Law, which prohibits:

(ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

(iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;

(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have;

(vii) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

(ix) Advertising goods or services with intent not to sell them as advertised; and

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

In addition, your actions may have violated the following sections of the MVSFA:

Section 604 of the MVSFA by selling vehicles on installment contracts without being licensed by the Pennsylvania Department of Banking; and

Sections 613A, 613D and 614 of the MSVFA by failing to have written installment sales contracts with required language and terms.

Your actions may have violated the following sections of the Auto Regs as well:

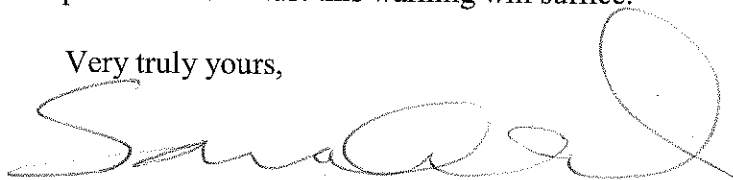
Section 301.2(5) of the Auto Regs by selling vehicles that you knew or should have known were unroadworthy, unless the unroadworthy defects were disclosed to the consumer prior to sale; and

Section 301.4(a)(4) of the Auto Regs by failing to properly notify consumers that their deposits were non-refundable.

If you have any questions regarding your obligations under the Consumer Protection Law, MVSFA, or Auto Regs, you may wish to consult with a private attorney. We strongly recommend that you take immediate and diligent steps to ensure that your business activities comply with these laws. Be advised that the issuance of this letter does not preclude this office from using any information already provided to it regarding your business practices, should you subsequently violate these statutes.

This letter shall serve to advise you formally that the Bureau of Consumer Protection intends to monitor your business practices. Should the Bureau determine that you continue to conduct business in violation of the Consumer Protection Law, MVSFA, and Auto Regs, or other applicable Pennsylvania laws and regulations, we will consider the violation to be willful. This may subject you to legal action and significant civil penalties. We trust this warning will suffice.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Sarah A. E. Frasch', with a large, stylized loop at the end.

SARAH A. E. FRASCH
Deputy Attorney General

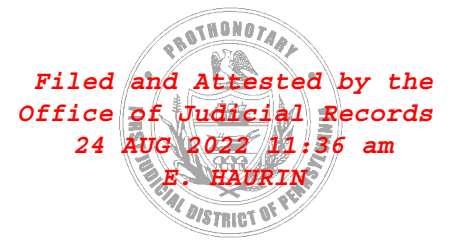


EXHIBIT B



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

KATHLEEN G. KANE
ATTORNEY GENERAL

January 7, 2015

Bureau of Consumer Protection
21 South 12th Street, Second Floor
Philadelphia, Pennsylvania 19107
Telephone: (215) 560-2414
Facsimile: (215) 560-2494

Via Certified Mail, Return Receipt Requested, and Regular U.S. First Class Mail

A Impuls Auto, Inc.
Attention: Yudik Aysenshteyn
4700 Torresdale Avenue
Philadelphia, Pennsylvania 19124

Re: *******WARNING LETTER*******
Issued by the Commonwealth of Pennsylvania, Bureau of Consumer Protection, to A Impuls Auto, Inc., Concerning Possible Violations of the Unfair Trade Practices and Consumer Protection Law and the Motor Vehicle Sales Financing Act

Investigation No. BCP-14-10-000089 SAEF/MDC

Dear Mr. Aysenshteyn:

The Pennsylvania Office of Attorney General, Bureau of Consumer Protection ("Bureau") conducted an investigation into the business practices of A Impuls Auto, Inc. As a result of our investigation, we identified possible violations of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law") and the Pennsylvania *Motor Vehicle Sales Financing Act*, 12 P.S. § 6201, *et seq.* ("MVSFA").

We found that you may have (1) failed to use written installment sales contracts that comply with the MVSFA; and (2) misrepresented to consumers in advertisements or on business cards that all cars include warranties but sold cars "as is" with no warranty.

Your actions may constitute unfair methods of competition and unfair or deceptive acts or practices, in violation of Section 201-2(4) of the Consumer Protection Law, which prohibits:

Case ID: 220802711

(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have;

(ix) Advertising goods or services with intent not to sell them as advertised; and

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

In addition, your actions may have violated the following sections of the MVSFA:

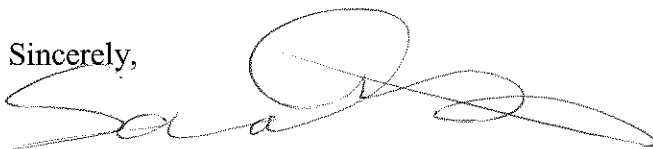
Sections 6221, 6222 and 6223 of the MSVFA by failing to have written installment sales contracts with required language and terms.

We strongly recommend that A Impuls Auto, Inc. take diligent steps to ensure that it complies with these laws. Be advised that the issuance of this letter does not preclude this office from using any information already provided to it regarding your business's practices should it subsequently violate these statutes.

Accordingly, the Commonwealth recommends that A Impuls Auto, Inc. immediately review its installment sales contracts, advertisements, and business cards, and take the necessary steps to ensure they are in compliance with the Consumer Protection Law and the MVSFA. Should the Bureau determine that A Impuls Auto, Inc. continues to conduct business in violation of the Consumer Protection Law and the MVSFA, we will consider the violation to be willful. This may subject you and/or your business to legal action and significant civil penalties. We trust this warning will suffice.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah A. E. Frasch', with a large, stylized loop at the end.

Sarah A. E. Frasch
Senior Deputy Attorney General

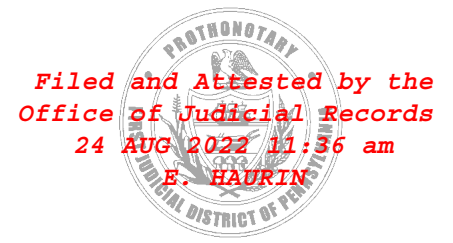


EXHIBIT C

A IMPULS-AUTO INC

4700 Torresdale Ave.
Philadelphia, PA, 19124

(215) 687-8547

Name:	[REDACTED]	Date:	12/10/21
Driver's License:	[REDACTED]	Salesman:	Gary
Address:	[REDACTED]	Buyer:	[REDACTED]
City:	[REDACTED]	State/Zip Code:	[REDACTED]
Year:	2009	Make:	Subaru
VIN:	JF2SH656X9H730323	Model:	Forester XT
		Type:	Wag
		Color:	Agur
		Odometer Reading:	168400

THIS VEHICLE IS SOLD

AS IS

NO WARRANTY

X

SIGN

THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY
GUARANTEE OR 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.

SELLER ASSUMES NO RESPONSIBILITY FOR ANY REPAIRS, AND THE
ENTIRE RISK AS TO QUALITY AND PERFORMANCE OF THE VEHICLE
IS WITH BUYER.

BUYER HAS THE RIGHT, AT BUYER'S EXPENSE TO INSPECT THE
VEHICLE AT ANY REASONABLE PLACE AND TIME, AND IN A
REASONABLE MANNER BEFORE PAYMENT FOR OR ACCEPTANCE OF
THE VEHICLE.

TRADE DESCRIPTION

YEAR	MAKE	MODEL
COLOR	VIN	

FULL PRICE	609500
LESS TRADE ALLOWANCE	
DIFFERENCE	
SALES TAX	
TAG	
NOTARY FEE	
MESSENGER SERVICE	
HANDLING, TITLE & DOCUMENTATION	
TOTAL	609500
DEPOSIT	50000
ADDITIONAL DEPOSIT	
TOTAL DUE	

All deposits become the sole property of the dealer. There are no verbal commitments of any kind expressed or implied that do not appear in writing. I understand there is no insurance associated with the above merchandise. I hereby certify that I am (18) eighteen years of age or older and hereby acknowledge receipt of a copy of the agreement including the odometer statement.

BUYER

PRINT NAME

BUYER'S

SIGNATURE

ALL DEPOSITS NON-REFUNDABLE

ALL SALES CASH, CERTIFIED OR CASHIERS CHECK

SELLER

Elvira Kleinman
SIGN

CONDITIONS (Additional)

12/10/21

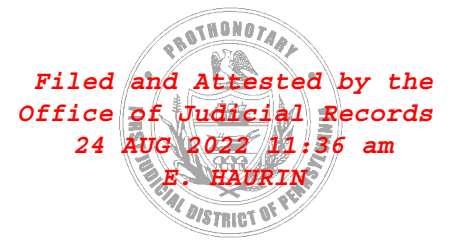


EXHIBIT D

GREAT AUTO DEALS INC DBA A IMPULSE AUTO

HATBORO, PA 19040-3301



Name: [REDACTED]		Date: 02/02/18	
Driver's License#: [REDACTED]		Salesman: George	
Address: [REDACTED]		Buyer's Phone#: [REDACTED]	
City: [REDACTED]	State/Zip Code: [REDACTED]		
Year: 2000	Make: TOYOTA	Model: YR	Type: SUV
VIN: JT3HN86R4Y030766		Color: Silver	
		Odometer Reading: 100230	

**THIS VEHICLE IS SOLD
AS IS
NO WARRANTY**

PRINT SIGN

THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

THE PURCHASE WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

SELLER ASSUMES NO RESPONSIBILITY FOR ANY REPAIRS AND THE ENTIRE RISK AS TO QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH BUYER.

BUYER HAS THE RIGHT, AT BUYERS EXPENSE TO INSPECT THE VEHICLE ANY REASONABLE PLACE AND TIME, AND IN A REASONABLE MANNER BEFORE PAYMENT FOR OR ACCEPTANCE OF THE VEHICLE.

TRADE DESCRIPTION

CAR: 2000 MAKE: TOYOTA MODEL: YR
COLOR: Silver VIN: JT3HN86R4Y030766

FULL PRICE	5500	00
LESS TRADE ALLOWANCE		
DIFFERENCE		
SALES TAX		
TAG		
NOTARY FEE		
MESSENGER SERVICE		
HANDLING, TITLE & DOCUMENTATION		
TOTAL	5500	00
DEPOSIT		
ADDITIONAL DEPOSIT		
TOTAL DUE	5500	00

All deposits become the sole property of the dealer. There are no verbal commitments of any kind expressed or implied that do not appear in writing. I understand there is no insurance associated with the above merchandise. I hereby certify that I am (18) eighteen years of age or older and hereby acknowledge receipt of a copy of the agreement including the odometer statement.

BUYER

PRINT NAME

BUYER'S

SIGNATURE

ALL DEPOSITS NON-REFUNDABLE

ALL SALES CASH, CERTIFIED OR CASHIERS CHECK

SELLER

SIGN

CONDITIONS (Additional)

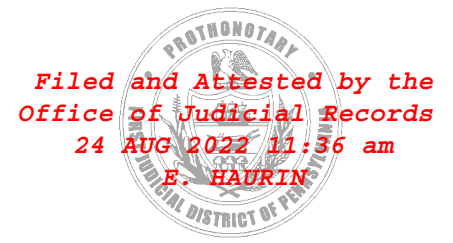


EXHIBIT E

All Categories ▾

[Back to home page](#) | Listed in category: [eBay Motors](#) > [Cars & Trucks](#) > [Mitsubishi](#) > [Outlander](#)

Bidding has ended on this item.

2007 Mitsubishi Outlander

2007 MITSUBISHI OUTLANDER ES ONE OWNER LOADED LOWER MILES NO RESERVE

[See original listing](#)



Sell one like this

Condition: **Used**
Ended: Jan 30, 2020, 10:15PM
Winning bid: **US \$3,950.00** [34 bids]
Shipping: Free Local Pickup
Item location: Philadelphia, Pennsylvania, United States
Seller: [illymurtazi-0 \(187\)](#) | [Seller's other items](#)

Description

eBay item number: 362891958659

Seller assumes all responsibility for this listing.
Last updated on Jan 25, 2020 09:29:39 PST [View all revisions](#)

Item specifics			
Condition:	Used	Year:	2007
VIN (Vehicle Identification Number):	JA4MS31X27Z005578	Mileage:	122722
Model:	Outlander	Transmission:	Automatic
Safety Features:	Anti-Lock Brakes, Driver Airbag, Passenger Airbag	Disability Equipped:	No
Exterior Color:	Black	Fuel Type:	Gasoline
Vehicle Title:	Clean	Make:	Mitsubishi
Options:	4-Wheel Drive, CD Player	Drive Type:	AWD
Power Options:	Air Conditioning, Cruise Control, Power Locks, Power Windows, Power Seats	Body Type:	SUV
Number of Cylinders:	4		

Great condition, lower miles, one owner, Mitsubishi Outlander, made in Japan. with powerful and reliable MIVEC engine Car is recently PA in good shape. Automatic transmission is in good shape. Clean Title!!! No rust. Exterior is in good shape for the year. Interior is very clean, upholstery interior is in good shape. Engine starts right up and sound as it should. Transmission/transfer case function properly, as it should the pre-inspection an test drove the vehicle. Vehicle drives very good and pre-inspected. No rust, interior is like in good shape. non-smoker Vehicle drives straight. Vehicle has lots of space inside. Engine/transmission work like they should, synthetic oil. Vehicle received 4 same n invested). Powerful and fun to drive! We are located in Southern Jersey/Philadelphia area. We meet our customers at Phila airport, bus or t away. We provide a 60 days temp tag for out of state buyers(need to be physically present). We do assist in the shipping of our vehicles if need which covers ebay fees, title preparation, temp tag and much more. After the winning of the auction, the person must contact us within 24 hours, preferal will have to cover a 250 doc fee since you are wasting more than 2 weeks of our time plus payments to ebay!!! Get ready for the winter or any slippery w practical and modern style.

Please feel free to check the car before the end of the auction. Any questions, please call (267)574-5359 Alex!

Mitsubishi -> Wake up and drive!

Visit Website

[\[Ad\] autoweb.com](#)
(Clearance) **Mitsubishi - #1 Prices in Pennsylvania**
Get Your Internet Price Now - March Clearance Ends Soon - Takes Just 20 Seconds!

Visit Website

[\[Ad\] info.com](#)
Mitsubishi Outlanders For Sale - Mitsubishi Outlanders For Sale
Search **Mitsubishi** Outlanders For Sale.

Visit Website

[\[Ad\] izito.us](#)
Outlander Cars For Sale - Search Outlander Cars For Sale
Harrisburg - Get Info From Multiple Sources.
Search Efficiently · Search Smarter · Find Fast · Better Results

Visit Website

[\[Ad\] nation.com](#)
Mitsubishi Outlander Used - Find Mitsubishi Outlander Used
Search **Mitsubishi Outlander** Used on Nation.com. Visit & Lookup Immediate Results Now.

Visit Website

[\[Ad\] izito.com](#)
Outlander Used Car For Sale - Search Outlander Used Car For Sale
Heiligenstadt - Get Instant Quality Results Now! Explore the Best Info Now. Discover Quality Results. Powerful and Easy to Use. 100+ Qualitative Results. Get More Related Info. Find Related Results Now. Types: News, Video, Images, Web, Wiki.
Search Efficiently · Find Fast
Search Smarter · Better Results

[Back to home page](#)

[Return to top](#)

More to explore : [Catalytic Converters for 2007 Mitsubishi Outlander](#), [Engines & Components for 2007 Mitsubishi Outlander](#), [Grilles for 2007 Mitsubishi Outlander](#), [A/C Compressors & Clutches for 2007 Mitsubishi Outlander](#), [Hoods for 2007 Mitsubishi Outlander](#), [Oil Filters for 2007 Mitsubishi Outlander](#), [Antennas for 2007 Mitsubishi Outlander](#), [Automatic Transmission Parts for 2007 Mitsubishi Outlander](#), [Mitsubishi Filters for 2007 Mitsubishi Outlander](#), [Mitsubishi Hoods for 2007 Mitsubishi Outlander](#)

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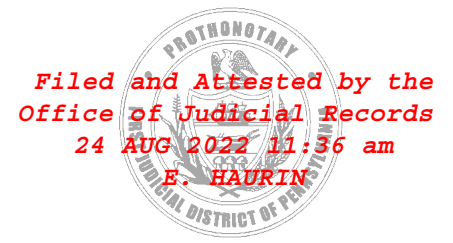


EXHIBIT F



A IMPULS-AUTO INC
4700 Torresdale Ave.
Philadelphia, PA, 19124

Name:	[REDACTED]	Date:	07/06/19						
Driver's License:	[REDACTED]	Salesman:	Alex						
Address:	[REDACTED]	Buyer's Phone:	[REDACTED]						
City:	[REDACTED]	State/Zip Code:	[REDACTED]						
Year:	2006	Make:	Gulfstream	Model:	TriBecca	Type:	SUV	Color:	Blue
VIN:	4S4W X86C364405384					Odometer Reading:	108978		

**THIS VEHICLE IS SOLD
AS IS
NO WARRANTY**

X [REDACTED]

PRINT SIGN

**THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY
GUARANTEE OR 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.**

**SELLER ASSUMES NO RESPONSIBILITY FOR ANY REPAIRS, AND THE
ENTIRE RISK AS TO QUALITY AND PERFORMANCE OF THE VEHICLE
IS WITH BUYER.**

**BUYER HAS THE RIGHT, AT BUYER'S EXPENSE TO INSPECT THE
VEHICLE AT ANY REASONABLE PLACE AND TIME, AND IN A
REASONABLE MANNER BEFORE PAYMENT FOR OR ACCEPTANCE OF
THE VEHICLE.**

TRADE DESCRIPTION		
YEAR	MAKE	MODEL
COLOR	VIN	

FULL PRICE		3800 00
LESS TRADE ALLOWANCE		
DIFFERENCE		
SALES TAX		
TAG		
NOTARY FEE		
MESSENGER SERVICE		
HANDLING, TITLE & DOCUMENTATION		
TOTAL		3800 00
cash DEPOSIT		500 00
ADDITIONAL DEPOSIT		3300 00
TOTAL DUE		

All deposits become the sole property of the dealer. There are no verbal commitments of any kind expressed or implied that do not appear in writing. I understand there is no insurance associated with the above merchandise. I hereby certify that I am (18) eighteen years of age or older and hereby acknowledge receipt of a copy of the agreement including the odometer statement.

BUYER [REDACTED]

PRINT NAME

BUYER'S SIGNATURE [REDACTED]

ALL DEPOSITS NON-REFUNDABLE

ALL SALES CASH, CERTIFIED OR CASHIERS CHECK

SELLER Uwary Kliman

SIGN

CONDITIONS (Additional)

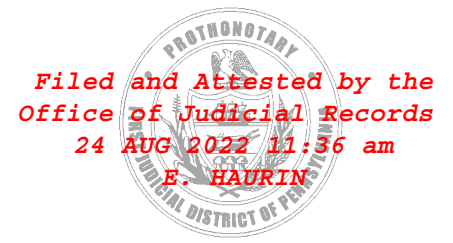


EXHIBIT G



[Sell one like this](#)

Condition: **Used**

Ended: Jun 27, 2019, 10:15PM

Winning bid: **US \$4,300.00** [27 bids]

Shipping: Free Local Pickup

Item location: Philadelphia, Pennsylvania, United States

Seller: [ilzymurtazi-0](#) (70 ★) | [Seller's other items](#)

Description

eBay item number: 362683614111

Seller assumes all responsibility for this listing.

Last updated on Jun 21, 2019 17:18:39 PDT [View all revisions](#)

Item specifics

Condition:	Used	Year:	2006
VIN (Vehicle Identification Number):	4S4WX86C364405384	Mileage:	108991
Transmission:	Automatic	Make:	Subaru
Body Type:	SUV/VAN	Model:	Tribeca
Vehicle Title:	Clear	Trim:	B9
Options:	4-Wheel Drive, CD Player, Leather Seats, Sunroof	Engine:	H6
Safety Features:	Anti-Lock Brakes, Driver Airbag, Passenger Airbag, Side Airbags	Drive Type:	AWD
Power Options:	Cruise Control, Power Locks, Power Windows, Power Seats	Fuel Type:	Gasoline
Number of Cylinders:	6		

One of the safest SUVs in the world, Subaru Tribeca B9, all wheel drive, three row seats, loaded is in good condition. This vehicle was checked out in our shop and in very pristine shape. No check engine or fault codes. Upholstery interior is good shape. Vehicle drives straight without any faults. 1 pair of tires are good, another might need to be changed soon but it is ok to drive (It can be performed by us by installing newer ones, by mere \$100). This vehicle received an oil change(Synthetic). Drives solid, like a Subaru should. H6 engine has a good torque and timing chain, not belt, therefore does not need to be changed every 105k miles!

We are located in Philadelphia area. We provide a 60 days temp tag for out of state buyers. There will be a \$250 doc fee which covers ebay fees, title preparation, temp tag and much more. We do assist in the shipping of our vehicles if needed! Anyone is welcome to see the car before the end of the auction. Non-show winners will be prosecuted and will have to cover \$250 for the loss of our time and effort! Last time the final winner decided to purchase a Subaru Tribeca, all wheel drive, three row seats! from us! Any questions, please feel free to call [\(267\)574-5359](tel:2675745359) Alex!

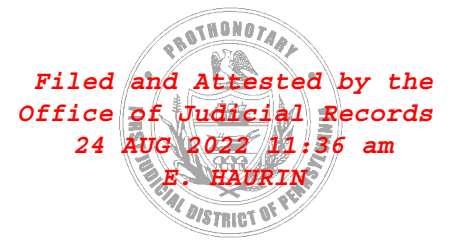


EXHIBIT H

Very clean, desirable, three row seats, good condition, original, lower miles, clean title, legendary Mercedes E350 wagon 4matic. This is one of the last, reliable and quality Mercedes, assembled in Germany, is recently Pre-inspected. Automatic transmission/differential function properly! Clean Title!!! No rust/No significant rust. Exterior is in good shape for the year. It is loaded with nice sound system (Bose audio), cold AC, Auto climate control, Heated seats(function properly), sunroof, Power locks/windows and much much more!!! Everything functions properly, as it should. Engine/transmission functions properly. This vehicle is powerful, sturdy and reliable! We changed all the fluids that were needed to be changed and went through the vehicle plus test drove the vehicle. It drive very solid The Autocheck/Carfax report checks out good and the title is a Clean title. Vehicle drives straight and solid, like a Real Mercedes should! Synthetic oil. Drive belts are in good shape. Powerful and fit to drive! Leather interior is in great shape and non-smoker. Power windows/locks function properly. Power sunroof functions properly. Car received 4 newer tires (\$400 invested). Car drives solid as a real Mercedes Benz should! We are located in Philadelphia area. The car is Pre-inspected. Lets get into the Green Spring with a real style and sophistication nice color pure breed Benz wagon in all wheel drive mode!

We meet our customers at Phila airport, bus or train station(after a deposit is provided) We provide a 60 days temp tag for out of state buyers(need to be physically present. We do assist in the shipping of our vehicles, if needed. Please note that we have a free storage within 10 days after the end of the listing. After 10 days, there will be \$20 charge per day unless some other agreement is made. There will be a \$250 doc fee which covers ebay fees, title preparation, temp tag and much more. After the winning of the auction, the person must contact us within 24 hours, preferably by calling us. No show winners will have to cover a 250 doc fee since you are wasting more than 2 weeks of our time plus payments to ebay!!! Please feel free to check the car before the end of the auction. Any questions, please call (267)574-5359 George.

Mercedes -> The best or nothing!

On Mar-18-20 at 18:08:50 PDT, seller added the following information:

<div><div>?</div></div>				Just say, Show Me the CARFAX!	
2007 MERCEDES-BENZ E 350 4MATIC WAGON VIN: WDBUH87X97X210446 WAGON 4 DR 3.5L V6 F DOHC 24V GASOLINE ALL WHEEL DRIVE			<div><div>?</div></div>	No accidents reported to CARFAX	
			<div><div>?</div></div>	No damage reported to CARFAX	
			<div><div>?</div></div>	4 Previous owners	<div><div></div></div>

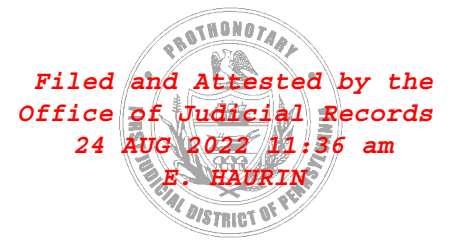


EXHIBIT I

GREAT AUTO DEALS INC DBA A IMPULSE AUTO

HATBORO, PA 19040-3301



Name: [REDACTED]		Date: 03-21-20	
Driver's License#: [REDACTED]		Salesman: George	
Address: [REDACTED]		Buyer's Phone#: [REDACTED]	
City: [REDACTED]	State/Zip Code: [REDACTED]		
Year: 2007	Make: Mercedes	Model: E350	Type: Wagon
		Color: Blue	
VIN: WDBUH87X97X210446		Odometer Reading: 116716	

**THIS VEHICLE IS SOLD
AS IS
NO WARRANTY**

X

PRINT

SIGN

THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY
GUARANTEE OR WARRANTY EITHER EXPRESSED OR
IMPOSED.

THE PURCHASE WILL BEAR THE ENTIRE EXPENSE OF
REPAIRING OR CORRECTING ANY DEFECTS THAT
PRESENTLY EXIST OR THAT MAY OCCUR IN THE
VEHICLE.

SELLER ASSUMES NO RESPONSIBILITY FOR ANY
REPAIRS AND THE ENTIRE RISK AS TO QUALITY AND
PERFORMANCE OF THE VEHICLE IS WITH BUYER.

BUYER HAS THE RIGHT, AT BUYERS EXPENCE TO
INSPECT THE VEHICLE ANY REASONABLE PLACE AND
TIME, AND IN A REASONABLE MANNER BEFORE
PAYMENT FOR OR ACCEPTANCE OF THE VEHICLE.

TRADE DESCRIPTION

CAR: 2007	MAKE: Mercedes	MODEL: E350
COLOR: Blue	VIN: WDBUH87X97X210446	

The title will be mailed
This week coming up.

FULL PRICE	4753	00
LESS TRADE ALLOWANCE		
DIFFERENCE		
SALES TAX		
TAG		
NOTARY FEE		
MESSENGER SERVICE		
HANDLING, TITLE & DOCUMENTATION	250	00
TOTAL	5003	00
DEPOSIT	250	00
ADDITIONAL DEPOSIT		
TOTAL DUE	4753	00

All deposits become the sole property of the dealer.
There are no verbal commitments of any kind expressed
or implied that do not appear in writing. I understand
there is no insurance associated with the above
merchandise. I hereby certify that I am (18) eighteen
years of age or older and hereby acknowledge receipt of
a copy of the agreement including the odometer
statement.

BUYER

PRINT NAME

BUYER'S

SIGNATURE

ALL DEPOSITS NON-REFUNDABLE

ALL SALES CASH, CERTIFIED OR CASHIERS CHEK

SELLER

SIGN

CONDITIONS (Additional)

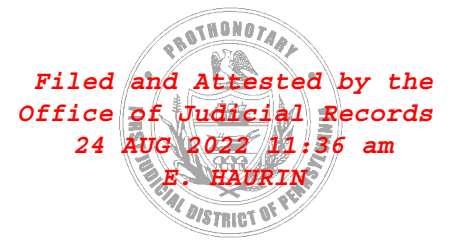


EXHIBIT J

A IMPULS-AUTO INC
 4700 Torresdale Ave.
 Philadelphia, PA, 19124

Name: [REDACTED]		Date: 04/27/20
Driver's License: [REDACTED]		Salesman: Alex
Address: [REDACTED]		Buyer's Phone: [REDACTED]
City: [REDACTED]	State/Zip Code: [REDACTED]	
Year: 2004	Make: Buick	Model: Lesabre
VIN: 1G4HP52KX4W211453	Type: Sedan	Color: Gray
		Odometer Reading: 152672

**THIS VEHICLE IS SOLD
AS IS
NO WARRANTY**

X ☒ [REDACTED]
 PRINT SIGN

**THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY
GUARANTEE OR 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.**

**SELLER ASSUMES NO RESPONSIBILITY FOR ANY REPAIRS, AND THE
ENTIRE RISK AS TO QUALITY AND PERFORMANCE OF THE VEHICLE
IS WITH BUYER.**

**BUYER HAS THE RIGHT, AT BUYER'S EXPENSE TO INSPECT THE
VEHICLE AT ANY CONVENIENT PLACE AND TIME, AND IN A
REASONABLE MANNER BEFORE PAYMENT FOR OR ACCEPTANCE OF
THE VEHICLE.**

TRADE DESCRIPTION		
YEAR	MAKE	MODEL
COLOR	VIN	

FULL PRICE	400	00
LESS TRADE ALLOWANCE		
DIFFERENCE		
SALES TAX		
TAG		
NOTARY FEE		
MESSENGER SERVICE		
HANDLING, TITLE & DOCUMENTATION		
TOTAL	400	00
DEPOSIT		
ADDITIONAL DEPOSIT		
TOTAL DUE		

All deposits become the sole property of the dealer. There are no verbal commitments of any kind expressed or implied that do not appear in writing. I understand there is no insurance associated with the above merchandise. I hereby certify that I am (18) eighteen years of age or older and hereby acknowledge receipt of a copy of the agreement including the odometer statement.

BUYER [REDACTED]
 BUYER'S SIGNATURE [REDACTED]

ALL DEPOSITS NON-REFUNDABLE
ALL SALES CASH, CERTIFIED OR CASHIERS CHECK

SELLER Wally Kleinman
 SIGN

CONDITIONS (Additional)

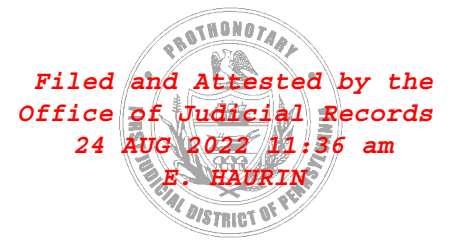


EXHIBIT K



Search for anything

All Categories

Search

Back to search results | Listed in category: eBay Motors > Cars & Trucks > Buick > LeSabre

Bidding has ended on this item.

**2004 Buick LeSabre Custom**

2004 BUICK LESABRE CUSTOM MAINTAINED CLEAN NO RUST NO RESERVE !

Condition: Used

Ended: Apr 23, 2020, 9:15PM

Winning bid: **US \$1,400.00** [21 bids]This listing includes a **free full vehicle history report** | [view report](#)Get low monthly payments | [get an instant decision](#)Order an inspection from WeGoLook | [Learn More](#)Shipping: See item description for shipping details | [Vehicle shipping quote available](#)

Item location: Philadelphia, Pennsylvania, United States

Ships to: Local pick-up only

Payments: Full payment is required within 7 days of auction close

Shop with confidence

Top Rated Plus

Trusted seller, fast shipping, and easy returns. [Learn more](#)

Seller information

ililmurtazi-0 (295)

99.6% Positive feedback

[Save this Seller](#)[Contact seller](#)[See other items](#)Have one to sell? [Sell now](#)[Description](#) [Vehicle History Report](#) [Shipping and payments](#)[Report item](#)

Seller assumes all responsibility for this listing.

Vehicle Specifics for 2004 Buick LeSabre

eBay item number: 362972609309

You've got your eye on a [2004 Buick LeSabre](#)

We've got our eye on the Vehicle's History

AutoCheck found 19 records for this [2004 Buick LeSabre](#)

VIN:1G4HP52KX4U211453

Engine:6 Cylinders

Style/Body:Sedan

Buy AutoCheck Report

POWERED BY AutoCheck
vehicle history reports

Item specifics

Condition:	Used	Year:	2004
VIN (Vehicle Identification Number):	1G4HP52KX4U211453	Mileage:	152752
Engine:	3.8	Power Options:	Air Conditioning, Cruise Control, Power Locks, Power Windows, Power Seats
Model:	LeSabre	Number of Cylinders:	6
Safety Features:	Anti-Lock Brakes, Driver Airbag, Passenger Airbag, Side Airbags	Transmission:	Automatic
Interior Color:	Gray	Disability Equipped:	No
Trim:	Custom	Fuel Type:	Gasoline
Vehicle Title:	Clean	Make:	Buick
Options:	CD Player	Body Type:	Sedan

[Feedback](#)

Item description

Exterior/interior is in good shape. Automatic transmission is in good shape. Clean Title! Exterior is in good shape for the year. Interior is very clean, non-smoker vehicle. Upholstery interior is in great shape.

[See full item description](#)

Case ID: 220802711

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Visit Website

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Case ID: 220802711

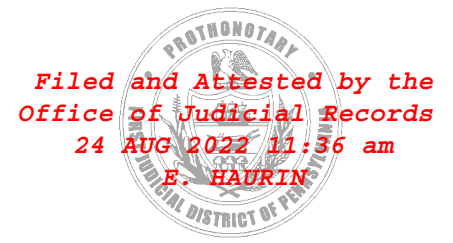


EXHIBIT L



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License Information

YURIY KLIMIN
Philadelphia, Pennsylvania 19116



Board/Commission:	Vehicle Board ()	Status Effective Date:	8/11/2015
LicenseType:	Vehicle Salesperson	Issue Date:	9/11/2009
Specialty Type:		Expiration Date:	5/31/2023
License Number:	MV220967	Last Renewal:	5/15/2021
Status:	Active		

Prerequisite Information

Licensee	Relationship	License Type	License Number	Status	Date of Association	Date of Expiration
A IMPULS AUTO INC.()	Employment	Vehicle Dealer	VD029769	Active	8/11/2015	5/31/2023

Disciplinary Action Details

No disciplinary actions were found for this license.

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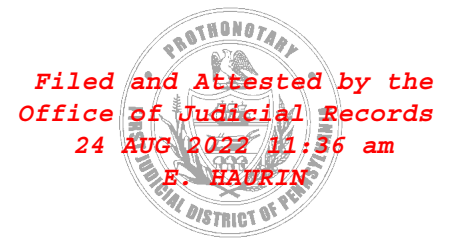


EXHIBIT M



10:07:00



Description

Call or text "17258" to 215-795-3178 for more information

2000 TOYOTA 4RUNNER SUV LOWER MILES 4RUNNER 4X4 ALL WHEEL DRIVE NO RESERVE



BACK

Image 1/61

NEXT

Vehicle Overview:

Stock: 23

VIN: JT3HN86R4Y0301766

Year: 2000

Make: Toyota

Model: 4Runner

Mileage: 100230

Engine: V6 Cylinder Engine 3.4L/206

Transmission: Automatic

Vehicle Description:

Maintained, reliable Toyota 4Runner with lower miles, all wheel drive, torque, reliable and good on gas V6. This is a smoke-free automobile. Interior smells like new. There is no damage evident on this vehicle. This is a garage kept vehicle. The engine on this vehicle is running properly. Loaded, Toyota 4Runner Sport Edition is a real truck for any kind of duty. This vehicle has no known defects. Overall, this vehicle's exterior is clean. Clearcoat is shiny. The interior is clean and in good condition. Upholstery is in super great shape. No check engine. The mileage represented on this vehicle is accurate. There are no signs of prior damage on this vehicle. This vehicle has a smooth shifting transmission. All power equipment is functioning properly. The vehicle was serviced: newer oil change, checked all fluids. No check engine light. Transmission functions as it should. Pleasure to drive vehicle. Get ready for the winter and spring in style! Timing belt procedure was completed at 86k miles. Last time we had to end the listing earlier due to the glitch in the ebay ad so the winning price should be higher than the last time. There is no rust on the vehicle or frame. 4 same Michelin never tires (\$500 invested). Please come and see this Toyota 4Runner Please call first, 215-795-3178 Alex.

Vehicle Photos:



Case ID: 220802711