

THIS IS NOT AN ARBITRATION CASE

This case has been brought by the Commonwealth under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.*,
AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL MICHELLE A.
HENRY,

Plaintiff,

v.

NORTH HILLS AUTO MALL, INC. and
REGIS MANNKE, Individually and as President
of North Hills Auto Mall,

Defendants.

CIVIL DIVISION

Code 020 – Equity

Case No. 6D-23-7192

COMPLAINT

Filed on Behalf of Plaintiff:

COMMONWEALTH OF
PENNSYLVANIA BY ATTORNEY
GENERAL MICHELLE A. HENRY

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DEPT. OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

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FILED

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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 LAYWER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
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436 Seventh Avenue
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AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry (“Commonwealth” or “Plaintiff”), and brings this action pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary and/or permanent injunction unfair methods of competition or unfair or

deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law.

The Commonwealth has reason to believe that North Hills Auto Mall, Inc. (“Corporate Defendant”) and Regis Mannke, Individually and as President of North Hills Auto Mall, Inc. (“Individual Defendant” and when referred to collectively with Corporate Defendant, “Defendants”), have used and/or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law; and that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of are enjoined. The Commonwealth believes that the public interest is served by seeking before this Honorable Court injunctive relief to restrain Defendants’ unlawful methods, acts and practices set forth herein. The Commonwealth further requests restitution, civil penalties, costs and other appropriate equitable relief to redress the harm inflicted upon our Commonwealth’s citizenry through Defendants’ violations of the Consumer Protection Law.

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

JURISDICTION

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

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(2) and (3).

THE PARTIES

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

4. Corporate Defendant is a corporation registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Corporations Bureau”), with a registered business address of 820 Camp Horne Road, Pittsburgh, Pennsylvania 15237.

5. Individual Defendant is the president of Corporate Defendant and resides in Allegheny County at 1106 Perry Highway, Pittsburgh, PA 15237.

BACKGROUND

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

7. Corporate Defendant is a licensed motor vehicle dealer with license number VD021656L, which is set to expire on May 31, 2025.

8. Individual Defendant is a licensed motor vehicle salesperson of Corporate Defendant with license number MV126849L, which is set to expire on May 31, 2025.

9. Individual Defendant is the president of Corporate Defendant.

10. At all times relevant and material hereto, Corporate Defendant was controlled, in whole or in part, by Individual Defendant Regis Mannke who, with actual and/or constructive knowledge, authored, approved, endorsed, formulated, directed, controlled, and/or participated in the complained of acts and practices of Corporate Defendant.

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

FACTS

12. At all times relevant and material hereto, Defendants have operated the used motor vehicle dealership, "North Hills Auto Mall," from a business location of 820 Camp Horne Road, Pittsburgh, Pennsylvania 15237.

13. At all times relevant and material hereto, Defendants have advertised, marketed, and offered for sale used motor vehicles on "northhillsautomall.com," their business website.

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

- i. Cars.com dealer website for "North Hills Auto Mall," <https://www.cars.com/dealers/207848/north-hills-auto-mall/inventory/> ("Cars.com Webpage");
- ii. Carsforsale.com dealer website for "North Hills Auto Mall," <https://www.carsforsale.com/used-car-dealer/north-hills-auto-mall-pittsburgh-pa-d269799> ("Carsforsale.com Webpage"); and
- iii. Autotrader.com dealer website for "North Hills Auto Mall" <https://www.autotrader.com/car-dealers/pittsburgh-pa-15219/1364494/north-hills-auto-mall> (Autotrader.com Webpage).

15. Many of the motor vehicles advertised, marketed, and offered for sale on Defendants' business website are similarly advertised, marketed, and offered for sale on Defendants' Cars.com Webpage, Carsforsale.com Webpage, and Autotrader.com Webpage (collectively, "NHAM Listing Webpages").

Defendants' Unfair and Deceptive Advertising and Sales Presentations

16. All vehicles offered for sale by the Defendants are sold "As Is."

17. Despite this fact, Defendants nevertheless represent to consumers, either directly or impliedly, that their vehicles are roadworthy at the time of sale; of good condition and often come with a "warranty."

18. At all times relevant and material hereto, Defendants have marketed, advertised, displayed, offered for sale, and sold motor vehicles on their NHAM Listing Webpages and their North Hills Auto Mall sales lot located at 820 Camp Home Road, Pittsburgh, Pennsylvania 15237.

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

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

- i. Making express representations when advertising, offering for sale, and selling numerous motor vehicles that the respective motor vehicle was safe, reliable, runs well, merchantable, and overall fit for the ordinary purpose of providing transportation;
- ii. Making oral representations of vehicle safety, merchantability, reliability, and/or fitness to consumers during a vehicle sales pitch or presentation; and
- iii. Offering a warranty and/or service contract with the vehicle purchase.

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

- i. Representing that motor vehicles have recently been serviced;
- ii. Representing that motor vehicles have recently passed their respective state inspections;
- iii. Describing motor vehicles as having a thorough service history;
- iv. Representing that motor vehicles, or their respective engine or transmission, runs well;
- v. Representing that motor vehicles are in good condition; and
- vi. Failing to expressly disclaim implied warranties of merchantability in motor vehicle advertisements and motor vehicle listings.

22. On numerous occasions, Defendants have advertised vehicles as being in “mint condition,” “exceptional condition” or “excellent condition.” (A representative sampling of Defendants’ advertising is attached as Exhibit A)

23. On multiple occasions, Defendants have advertised motor vehicles as having “brand new” features, such as brand new tires, battery, brakes, rotors and state inspection. *See, e.g.*, Exhibit A.

24. Many of the vehicles listed on NHAM’s business website are also accompanied by a description (hereinafter “Standard Description”) that states as follows:

North Hills Auto Mall is a proud CARFAX Certified Dealer. CARFAX reports provide information regarding mileage accuracy, number of owners, and much more. For a better buying experience, all of our vehicles come with a CARFAX report and a copy of a CARFAX Buyback Guarantee. The exclusive CARFAX Buyback Guarantee reduces the risk involved in buying a used car. Today, CARFAX has the most comprehensive vehicle database available in North

America. The first step to protecting yourself with buying used cars with costly hidden problems is, DON'T BUY A USED CAR WITHOUT CARFAX!!

In addition, most of our vehicles include a 3 month or 5,000 mile power train warranty. Extended warranties are available as well.

Most of the vehicles we have for sale have had one or two previous owners. Research has shown that cars with one owner tend to be consistently driven and maintained therefore can justify a premium asking price. We have a large selection of quality pre-owned vehicles that eliminates the need for you to shop anywhere else. Whether you need a family sedan, sports car, minivan, SUV or work truck, our dealership has what you are looking for and what suits your needs. Buying a vehicle doesn't have to be stressful. Find out why North Hills Auto Mall is the best place to purchase your next quality pre-owned vehicle.

See Exhibit A.

25. The Standard Description extolls the virtues of CARFAX and explicitly states that the CARFAX Buyback Guarantee "reduces the risk involved in buying a used car." The description also claims that "The first step to protecting yourself with buying used cars with costly hidden problems" is buying a car with CARFAX. The standard description as characterizes NHAM as a "CARFAX Certified Dealer," implying by association that NHAM sells reliable used vehicles.

26. The Standard Description boasts: "most of our vehicles include a 3 month or 5,000 mile powertrain warranty. Extended warranties are available as well."

27. These warranty statements in the Standard Description do not disclose that the "warranty" is administered by a third party, or that it is actually a service contract.

28. There is no disclaimer in the Standard Description, or any other part of the NHAM business website, that states that Defendants' vehicles are sold "As Is."

29. The Standard Description concludes with Defendants' assertion that "North Hills Auto Mall is the best place to purchase your next quality pre-owned vehicle." (emphasis added)

30. Defendants made the above-described express and implied representations despite having no information, and in some instances, contrary information as to the condition and quality of the motor vehicles.

31. Defendants do not conduct a reasonable inspection of motor vehicles prior to offering them for sale.

32. Defendants do not employ a certified mechanic in-house, nor do they send vehicles to third-party mechanics to be inspected for potential defects.

33. As a result, Defendants do not have vehicles inspected/evaluated by a licensed mechanic prior to offering them for sale.

34. Instead, Defendants simply test drive the motor vehicles to see if they operate, and rely upon any pre-existing inspection stickers.

35. Individual Defendant is not a licensed mechanic, but has nevertheless tinkered with vehicles at the Defendants' dealership in an effort to mask or attempt to repair issues with the vehicles.

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

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

- i. were not fit for the ordinary purpose of providing transportation;
- ii. were not substantially free of defects that could render it inoperable following the vehicle purchase; and/or
- iii. had defects and nonconformities that substantially impaired the use, value, and/or safety of the vehicle.

37. Defendants have sold motor vehicles that were not roadworthy, and Defendants failed to specifically disclose, prior to sale, if the following conditions existed in a motor vehicle that were known or should have been known by Defendants:

- i. Frame bent, cracked or twisted;
- ii. Engine block or head cracked;
- iii. Vehicle unable to pass State inspection;
- iv. Transmission damaged, defective or so deteriorated as to require replacement;
- v. Vehicle flood damaged; and/or
- vi. Differential damaged, defective or so deteriorated as to require replacement.

38. In numerous instances, consumers notified Defendants of a non-roadworthiness issue and/or significant vehicle defects, but Defendants failed to adequately repair the vehicle, issue a full refund to the purchaser, or provide a replacement vehicle to the purchaser promptly thereafter.

Defendants' Unfair and Deceptive "As Is" Used Vehicle Sales

39. As set forth above, in connection with promoting their vehicles, either by advertising or during a sales presentation, Defendants have made express and/or implied warranties or guarantees of motor vehicle merchantability and/or fitness.

40. Defendants do not disclose in their advertising or during the sales pitch that the vehicles are being sold "As Is."

41. Defendants do not post the required "As Is" language from Section 301.4(a)(9) of the Pennsylvania *Automotive Industry Trade Practices* regulations ("Auto Regulations") on the windows of the vehicles offered for sale.

42. Similarly, on multiple occasions, Defendants have failed to display a Federal Trade Commission "Buyers Guide" marked "As Is" in such a fashion that both sides are readily readable.

43. Defendants also do not include the required "As Is" language from Section 301.4(a)(9) of the Auto Regulations in a clear, concise and conspicuous manner on the face of their sales contracts.

44. Nevertheless, on numerous occasions, Defendants have made "As Is" representations to the vehicle purchaser at the point of sale.

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

46. Defendants do not disclose on their advertisements and sales presentation, including but not limited to, their business website and sales contracts, the price or specific dollar amount of the third-party service contacts included with the motor vehicle sale.

Defendants' Unfair and Deceptive Nonrefundable-Deposit Policy

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

48. In each instance, Defendants' assert the deposit is non-refundable.

49. The deposits are not for a designated amount. Instead, the Defendants' paperwork has a blank so that deposits can fluctuate from one consumer to the next. All consumers are asked to provide a minimum deposit of \$500, and at least one consumer provided a deposit of \$4,000.00.

50. The Defendants' non-refundable deposit policy is absolute, and does not account for the consumer's entitlement to a refund when:

- i. The consumer cancels the contract before it is accepted by an authorized dealer representative,
- ii. The consumer is unable to acquire financing of his or her choice,
- iii. The dealer does not accept the contract, or
- iv. The dealer fails to deliver to the consumer a motor vehicle which conforms to the terms of the contract.

Defendants' Unfair and Deceptive Contract Representations

51. In connection with the sale of numerous motor vehicles, Defendants have used written contracts that did not clearly identify the document as a contract for sale. An example of Defendant's purported sales contract is attached as Exhibit B.

52. In connection with the sale of numerous motor vehicles, Defendants have used written contracts that do not include the statutorily required "As Is" language on the face of the sales contract. See Exhibit B.

53. In connection with the sale of numerous vehicles, Defendants have used written contracts that do not provide for the address of the dealer and the purchaser, nor do they contain information from any trade-in vehicle or explain any conditions precedent to the sale. See Exhibit B.

54. In numerous instances, Defendants failed to provide vehicle purchasers, at the time of sale and at no additional charge, the following documentation:

- i. an exact copy of the sales contract,
- ii. an exact copy of the buyers guide, and

- iii. an exact copy of the full warranty and/or service contract or information how it may be obtained.

55. In multiple instances, the only document provided to the vehicle purchaser at the time of sale by the Defendants was a copy of the temporary registration.

Consumer Complaints About Defendants' Unfair and Deceptive Acts and Practices

56. The Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection ("Bureau") has received a number of consumer complaints against Defendants. A sampling of the complaints received in the last 5 years follows:

57. Consumer A:

- i. On December 28, 2018, Consumer A bought a 2002 Subaru Forester from Defendants' dealership for \$5,340.06.
- ii. Consumer A alleges that at the time of purchase, Defendants assured him the vehicle would pass the state inspection with no problem.
- iii. Consumer A alleges that a week after purchasing the vehicle it failed the state inspection, and required approximately \$900 in repairs to rectify the inspection deficiencies.
- iv. Consumer A further alleges that approximately 6 weeks later, the vehicle experienced additional issues requiring \$4,000.00 in repairs.
- v. Consumer alleges that after he contacted Defendants about the issues, Defendants offered a partial refund of \$300.

58. Consumer B

- i. On June 26, 2020, Consumer B purchased a 1995 Honda Accord from Defendants' dealership for \$3,877.00.

- ii. Consumer B alleges he was not provided with a copy of the sales contract. Instead, Consumer B was simply given a copy of the temporary registration.
- iii. Consumer B alleges that during the test drive he noticed steering issues, which Defendants dismissed as a sensor issue that would be fixed prior to purchase.
- iv. Consumer B alleges that during the sales presentation, Defendants assured him that new parts had been put on the vehicle and that it had no mechanical issues.
- v. Consumer B received a “warranty” in conjunction with the vehicle purchase from the Defendants, which covered the powertrain for 3 months/4,500 miles.
- vi. Defendants wrote “gift, no cash value,” as the warranty price, thereby explicitly incorporating the warranty cost into the vehicle sales price and concealing from the consumer the actual cost of the warranty.
- vii. Despite providing Consumer B with a warranty, Defendants attempted to disclaim any warranties, express or implied, and designate the sale “As Is.”
- viii. Consumer B alleges that the same day as the vehicle purchase he experienced issues with the vehicle smoking from the hood and leaking fuel.
- ix. Consumer B alleges that he attempted to return the vehicle to the Defendants and seek a refund, which the Defendants refused. Instead, Defendants dismissed Consumer B’s concerns as temporary or trivial and claimed the vehicle was safe to drive.
- x. Consumer B alleges that he then consulted with a mechanic, who told him the vehicle had transmission issues and was unsafe to drive. These issues were immediately apparent after the vehicle purchase, and aside from driving the vehicle home, Consumer B did not drive the vehicle.

xi. Due to the unsafe nature of the vehicle, Consumer B had it towed to a scrap yard..

59. Consumer C

- i. On June 22, 2020 Consumer C purchased a 2008 Honda CRV from Defendants' dealership for \$7,500.11.
- ii. Consumer C alleges she did not receive a copy of the sales contract at the time of purchase, or any documents reflecting the odometer reading. Instead, Consumer C was merely given a copy of the temporary registration.
- iii. Consumer C alleges that Defendants refused her requests for a copy of all the sales paperwork, claiming that it had already been sent to the state.
- iv. Consumer C alleges that the vehicle stalled and the check engine light came on during the test drive, which the Defendants claimed would be resolved by an oil change that they would provide free of charge.
- v. Consumer C alleges that during the sales presentation Defendants repeatedly stated that everything was fine and that the vehicle was a good car in wonderful working condition.
- vi. Consumer C alleges that Defendants refused her request to take the vehicle to a mechanic to be inspected prior to purchase, but that she was reassured by the Defendants who offered a warranty with the vehicle purchase.
- vii. The day after the purchase, June 24, 2020, a mechanic inspected the vehicle and determined that it would not pass inspection or emissions, and that it was unsafe to drive. Exhibit C.

viii. Consumer C alleges she attempted to return the vehicle to the Defendants the day after the purchase due to the issues uncovered during the inspection, and Defendants refused to accept the vehicle, make repairs or issue a refund.

60. Consumer D

- i. On December 22, 2020 Consumer D purchased a 2007 Toyota Rav4 from Defendants' dealership for \$8,487.00.
- ii. Consumer D received a "warranty" in conjunction with the vehicle purchase from the Defendants, which covered the powertrain for 3 months/5,000 miles.
- iii. Defendants wrote "gift, no cash value" as the warranty price, thereby expressly incorporating the warranty into the sales price and concealing from the consumer the actual price of the warranty.
- iv. Consumer D alleges Defendants provided him with a brochure, but ignored his requests to be provided with a copy of the full warranty or at least information on how to locate the full warranty.
- v. Despite providing Consumer D with a "warranty", Defendants designated the vehicle sale "As Is" and attempted to disclaim any warranties, express or implied.
- vi. Consumer D further alleges that Defendants advertised the vehicle as having 145,000 miles, but the odometer reflected 208,172 miles.
- vii. Consumer D alleges that the Defendants attempted to justify the mileage discrepancy by making unsubstantiated claims that Defendants had rebuilt the engine and it had only 145,000 miles on it.
- viii. Consumer D alleges that at the time of purchase the emergency brake was not functioning, which Defendants allegedly attempted to fix, but did not.

- ix. Within a month of the purchase, Consumer D took the vehicle to a mechanic, who found numerous issues with the vehicle and determined that it was dangerous to drive in its current state. The initial repairs cost \$851.29. Exhibit D.
- x. Even though Consumer D only drove the vehicle approximately 2,500 miles from the time of purchase, it required extensive repairs over the next few months such as replacing the struts, replacing the power steering rack and pinion, and installing a new transmission mount. These repairs cost approximately \$2,312.87. Exhibit D.
- xi. Consumer D alleges that Defendants refused to provide any reimbursement for the necessary repairs.

61. Consumer E

- i. On November 12, 2021, Consumer E, who is over the age of 60, provided the Defendants with a \$500 deposit towards the purchase of a 2006 Toyota Rav4.
- ii. Consumer E alleges that a few days later he told the Defendants that he was unable to get financing through his credit union, and requested that his deposit be returned
- iii. Consumer E alleges that Defendants refused to refund Consumer E's deposit, stating it was nonrefundable.

62. Consumer F

- i. On January 31, 2022, Consumer F, who is over the age of 60, provided the Defendants with a debit card to make a deposit of \$834.94 towards the purchase of a 2005 Ford truck.

- ii. The next day, Consumer F requested that Defendants not charge her account for the deposit since she was not making the purchase.
- iii. Defendants responded that the deposit was non-refundable, and proceeded to charge Consumer F's account for the entire deposit even though she had withdrawn her consent for the deposit before the charge hit her account.
- iv. No refund was issued.

63. Consumer G

- i. On May 13, 2022, Consumer G provided the Defendants with a \$4,000 cash deposit towards the purchase of a 2007 Honda CRV. The following day, Consumer G paid Defendants the remaining \$5,427.94 of the purchase price, again in cash.
- ii. Consumer G alleges that Defendants demanded a cash payment.
- iii. Consumer G alleges that she did not receive a copy of the sales contract or the warranty, nor did she get any documentation reflecting the odometer reading at the time of sale.
- iv. Consumer G alleges that although she asked to test drive the vehicle herself, the owner of the dealership got into the driver's seat and did not permit Consumer G to operate the vehicle during the test drive.
- v. Consumer G alleges that Defendants made numerous inaccurate claims about the quality and condition of the motor vehicle during the sales presentation, including but not limited to:
 - a. Representing that the motor vehicle only had one prior owner, who had traded it in only because they wanted to buy a new vehicle, and later

characterizing the multiple names on the title as being co-owners as husband and wife;

b. Representing the motor vehicle as being very well maintained and claiming that it had been serviced every 5,000 miles;

c. Refusing to provide the CARFAX report when requested by Consumer G, and claiming to be “locked out” of the CARFAX account; and

d. Implying that the motor vehicle was of a certain quality because it was covered by a 5,000 mile/3 month warranty.

vi. Consumer G alleges that Defendants made her sign papers stating the vehicle was sold “as is,” which confused her, given the prior discussions about a warranty. Defendants assured Consumer G not to worry about “as is” paperwork, because there was a warranty.

vii. On May 25, 2022 Consumer G took the vehicle to a Honda dealership to be inspected, and was informed that it would fail a state inspection due to nonfunctioning bulbs and a rusted exhaust pipe. Exhibit E.

viii. Defendants did not provide repairs or refund Consumer G for the issues with the vehicle.

64. Consumer H

i. Consumer H alleges that on or around June 11, 2022 she left a \$500 cash deposit with the Defendants to secure the purchase of a used vehicle for her teenaged son.

ii. Consumer H alleges that Defendants did not possess title to the vehicle at the time of sale, and failed to acquire the title in a timely manner.

iii. Consumer H alleges that she decided not to go through with the purchase due to the Defendants' inability to acquire the title to the vehicle in a timely manner, and requested that Defendants refund her deposit.

iv. Consumer H alleges that Defendants refused to refund her \$500 deposit.

65. Consumer I

i. On September 8, 2022, Consumer I purchased a 2009 Chrysler Town & Country from the Defendants for \$9,999.00.

ii. On March 24, 2023, Consumer I took the vehicle to a mechanic to renew the inspection. At this time, Consumer I was notified that the brakes were worn and corroded to an unsafe condition and needed to be replaced, and that the prior inspection sticker could not have been valid due to the vehicle's condition.

iii. On April 5, 2023, Consumer I had the necessary repairs made to the vehicle at a cost of \$2,110.36. The work included replacing all of the calipers, rotors and brake pads on the vehicle. Exhibit F.

iv. On April 5, 2023, Consumer I wrote to the Defendants requesting some compensation for the repairs.

v. Defendants ignored Consumer I's request for a refund.

66. Consumer J

i. On May 6, 2023, Consumer J provided a \$500.00 deposit to secure the availability of a 2009 Honda CRV.

ii. At the time, Consumer J indicated that she may need a couple days to make sure the money she received from her insurance company would be sufficient to finance the purchase.

- iii. When Consumer J learned she was going to receive considerably less money than was necessary for the vehicle purchase, she contacted the Defendants and explained her inability to finance the vehicle purchase and requested a refund of her deposit.
- iv. In response to Consumer's J refund request, Defendants asserted that the deposit was nonrefundable and refused to return the \$500 deposit.

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

- i. Allegheny County Civil Docket No. AR-19-000902 (award in favor of consumer and against North Hills Auto Mall for \$11,399.25 plus \$7,354.81 in counsel fees)
- ii. Allegheny County Docket No. AR-17-002892 (award in favor of consumer and against North Hills Auto Mall for \$1,500.00)
- iii. Allegheny County Civil Docket No. AR-14-003786 (order upholding judgment by Magistrate Tara Smith awarding \$1,981.35 to consumer and against North Hills Auto Mall)

68. Regarding the above-referenced judgment entered against Defendants at Allegheny County Civil Docket No. AR-19-000902, documents attached to the Individual Plaintiff's Complaint indicating the following:

- i. On August 27, 2018, Individual Plaintiff 1 purchased a 2007 Ford F-150 from the Defendants' dealership for \$11,751.94.
- ii. Defendants represented the motor vehicle as being in "mint condition," "certified

pre-owned,” “no rust,” “new inspection,” “100 point car check” and had a 4,500 mile/3 month warranty.

- iii. Less than two months after the purchase, Individual Plaintiff 1 learned that the vehicle had frame damage and was not roadworthy and would not pass state inspection.

69. Regarding the above-referenced judgment entered against Defendants at Allegheny County Civil Docket No. AR-17-002892, documents attached to the Individual Plaintiff's Complaint indicated the following:

- i. Individual Plaintiff 2 purchased a 2002 Honda Civic from Defendants' dealership.
- ii. Defendants misrepresented the condition of the vehicle, which had many issues.
- iii. Defendants misrepresented that the engine and transmission had been replaced, when they had not.

70. In addition to the consumers who filed complaints with the Bureau, several complaints have been made about the Defendants on Google.com, Yelp.com, Dealerrater.com, Cargurus.com, and Defendants' Cars.com Webpage.

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

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

73. 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.

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

CAUSES OF ACTION

COUNT I – VIOLATIONS OF AUTO REGULATIONS AND CONSUMER PROTECTION LAW

(Defendants' Unfair and Deceptive Practice of Selling Non-roadworthy Vehicles)

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

76. Section 301.2(5) of the Auto Regulations declares that it is an unfair or deceptive act or practice to represent in an advertisement or sales presentation that a motor vehicle is of a particular style, model, standard, quality or grade if it is of another or if the representation conflicts with a written notice or disclosure required under the Auto Regulations. 37 Pa. Code § 301.2(5).

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

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

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

37 Pa. Code § 301.2(5).

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

80. In numerous instances, Defendants' representations about the quality and condition of the vehicle were inaccurate.

81. On multiple occasions, Defendants misrepresented that the motor vehicle was roadworthy when it was not.

82. Similarly, on multiple occasions, Defendants failed to specifically disclose, prior to sale, that the following conditions existed in a motor vehicle, which they knew or should have known were present:

- i. Frame bent, cracked or twisted;
- ii. Engine block or head cracked;
- iii. Vehicle unable to pass State inspection;
- iv. Transmission damaged, defective or so deteriorated as to require replacement;
- v. Vehicle flood damaged; and/or
- vi. Differential damaged, defective or so deteriorated as to require replacement.

83. With respect to Paragraphs 80-82, above, specific examples of Defendants' conduct are set forth at Paragraphs 57-60, 63, 65, 68-69 of this Complaint, which summarize the allegations of eight (8) consumers who purchased vehicles that were advertised as being roadworthy and/or of good quality and either broke down shortly after being purchased from Defendants or would not pass a state inspection.

84. Defendants violated Section 301.2(5) of the Auto Regulations by failing to make the required disclosures listed at paragraph 82.

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

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

- i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(ii);
- ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);
- iii. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);
- iv. 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 another, in violation of Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(vii); and

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

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and the Auto Regulations;
- B. *Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;*
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and the Auto Regulations;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand

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

- E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

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

(Defendants Unfair and Deceptive Practice: Making Representations the Defendants Knew or Should Have Known Were False, or Were Made Without Sufficient Information)

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

90. Section 301.2(6) of the Auto Regulations declares that it is an unfair or deceptive act or practice to make a representation or statement of fact in an advertisement or sale presentation that the advertiser/salesperson knows or should know is false or misleading. 37 Pa. Code § 301.2(6).

91. Section 301.2(6) of the Auto Regulations also prohibits an advertiser/salesperson from making statements for which they do not have sufficient information upon which a reasonable belief in the truth of the representation could be based. 37 Pa. Code § 301.2(6).

92. As alleged above in Paragraphs 31-35, Defendants do not conduct a reasonable inspection of the vehicles prior to offering them for sale.

93. Because Defendants do not conduct a reasonable inspection of the vehicles before offering them for sale, they do not have sufficient information upon which a reasonable belief in the lack of defect could be based.

94. Despite lacking sufficient information as to the condition of the vehicles they offer for sale, Defendants represent, either directly or impliedly, that all of the vehicles offered for sale are of good condition and roadworthy. See Paragraphs 17-29, 57-60, 63,65, 68-69.

95. Defendants violated Section 301.2(6) of the Auto Regulations by making representations about the good condition and quality of the vehicles they offer for sale without conducting a reasonable investigation and acquiring sufficient information upon which a reasonable belief in the truth of the representation could be based.

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

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

i. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);

ii. 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 another, in violation of Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. §201-2(4)(vii); and

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

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and the Auto Regulations;
- B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and the Auto Regulations;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand

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

- E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

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

(Defendants' Unfair and Deceptive Practice: Improperly Designating Used Vehicles "As Is")

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

101. Section 301.2(5) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice to represent in an advertisement or sales presentation that a motor vehicle or motor vehicle goods or services are of a particular style, model, standard, quality or grade if they are of another or if the representation conflicts with a written notice or disclosure required under the Auto Regulations. 37 Pa. Code § 301.2(5).

102. Section 301.4(a)(9) of the Auto Regulations declares it is an unfair method of competition and unfair or deceptive act or practice for a dealer to attempt to exclude the implied warranties of merchantability and fitness for a particular purpose in the sale of a motor vehicle

purchased primarily for personal, family or household purposes unless all of the following conditions are met:

- i. The dealer affixes the following notice in at least 20-point bold type to a window in the motor vehicle so as to be easily read from the outside and is brought to the attention of the prospective purchaser by the seller: "This vehicle is sold without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist and/or may occur in the motor vehicle unless the salesperson promises in writing to correct such defect or promises in writing that certain defects do not exist."
- ii. The sales contract contains the following information in a clear, concise and conspicuous manner on the face of the document:

AS IS

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

- iii. The dealer does not make a contradictory statement, claim or representation either directly or by implication with regard to the quality, performance, reliability or lack of mechanical defects of a motor vehicle that is offered for sale.

37 Pa. Code § 301.4(a)(9).

103. The Federal Trade Commission's *Used Motor Vehicle Trade Regulation Rule*, 16 C.F.R. Part 455 ("FTC Rule") also prohibits used motor vehicle dealers from making representations that conflict with the "As Is" designation. Specifically, the Rules state that dealers "may not make any statements, oral or written, or take other actions which alter or contradict the disclosures" set forth in the finalized Buyers Guide. 16 C.F.R. § 455.4.

104. As detailed below, the Defendants routinely claim vehicles were sold “As Is” despite not complying with the requirements of Section 301.4(a)(9) of the Auto Regulations.

105. On the NHAM website, as well as their listings on affiliated websites, Defendants represent that most of their vehicles come with a warranty. *See, e.g., supra* at ¶¶ 24, 26 and Exhibit A.

106. In advertising their vehicles, Defendants have made express warranties or guarantees that the respective motor vehicle was roadworthy, safe, reliable, merchantable, and/or fit for the ordinary purpose of providing transportation. *See, e.g., id.* at ¶¶ 18-28.

107. During sales presentations to potential buyers, Defendants have made express warranties or guarantees that the respective motor vehicle was roadworthy, safe, reliable, merchantable, and/or fit for the ordinary purpose of providing transportation. *See, e.g. id.* at ¶¶ 57-60, 63, 65, 68-69.

108. Defendants do not include disclaimers in their advertising notifying potential buyers that the vehicles are sold “As Is.” *See, e.g., id.* at ¶ 28.

109. Defendants do not include the required “As Is” language from Section 301.4(a)(9) of the Auto Regulations in a clear, concise and conspicuous manner on the face of their sales contracts, nor do they post it on the windows of the vehicles offered for sale. *See, e.g., id.* at ¶¶ 40-43.

110. Defendants have nevertheless simultaneously declared vehicles as being sold “As Is” in violation of Section 301.4(a)(9).

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

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

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

- i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(ii);
- ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);
- iii. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);
- iv. 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 another, in violation of Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(vii); and
- v. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and the Auto Regulations;
- B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and the Auto Regulations;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in

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

- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

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

(Defendants' Unfair and Deceptive Nonrefundable Deposit Policy)

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

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

118. Section 301.4(a)(6) of the Auto Regulations declares that it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to fail to refund the full amount of a purchaser deposit promptly when:

- i. The purchaser cancels the contract prior to its acceptance by an authorized dealer representative.
- ii. The contract is conditioned upon the purchaser obtaining financing of his choice and the purchaser cannot obtain the financing after exerting reasonable efforts to do so.

- iii. The dealer does not accept the contract.
- iv. The dealer fails to deliver to the purchaser a motor vehicle which conforms to the terms of the contract.
- v. The purchaser cancels the contract because the dealer fails to deliver the motor vehicle within the time specified in the contract or, if no time period is specified, within 8 weeks after the date of the contract unless the delay is caused by acts beyond the control of the dealer and the manufacturer.

37 Pa. Code § 301.4(a)(6)(ii).

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

120. Specific examples of Defendants' conduct are set forth at Paragraphs 61, 64 and 66, which aver that Defendants failed to return the Consumers' deposits.

121. Defendants violated Section 301.4(a)(4) and (6) of the Auto Regulations by declaring vehicle deposits are unequivocally non-refundable. 37 Pa. Code § 301.4(a)(4) and (6).

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

123. The Defendants further violated the Consumer Protection Law by not placing a limitation on the amount of the non-refundable deposit (see e.g. excessive deposits identified in paragraphs 62-63), and by proceeding with an electronic debt even though the consumer withdrew her consent to the transaction (as set forth in paragraph 62).

124. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of

misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;

- E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

**COUNT V – VIOLATIONS OF
AUTO REGULATIONS AND CONSUMER PROTECTION LAW**

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

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

128. Section 301.4(a)(2) of the Auto Regulations declares it is an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to use a printed or written contract form agreement, receipt or invoice in connection with the sale of a motor vehicle which is not clearly identified and which does not contain, among of information:

- i. The name and address of the dealer and the purchaser
- ii. The make, model, year and vehicle identification number of a trade-in vehicle;
- iii. A list of conditions precedent to the dealer's acceptance of the contract set forth in a clear and conspicuous manner as well as a statement that the purchaser may cancel the contract at any time until the conditions are met; and

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

37 Pa. Code § 301.4(a)(2).

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

- i. Clearly identify the document as the sales contract;
- ii. Set forth the name and address of the purchaser;
- iii. Set forth the make, model, year and vehicle identification number of a trade-in vehicle;
- iv. Include notice of the buyer’s right to cancel the contract until it is signed by an authorized dealer representative; and
- v. Set forth information about where a full copy of the written warranty or contract may be obtained.

See e.g. Exhibit B.

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

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

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

- i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(ii);
- ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);
- iii. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v); and
- iv. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law and the Auto Regulations;
- B. Directing Defendants to comply with the Consumer Protection Law and the Auto Regulations and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law and the Auto Regulations;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner, shareholder, manager or employee of any business selling or leasing motor vehicles;
- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

**COUNT VI – VIOLATIONS OF
AUTO REGULATIONS AND CONSUMER PROTECTION LAW**

(Defendants' Failure to Provide Purchasers with a Copy of Required Documents)

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

136. Section 301.4(a)(1) of the Auto Regulations declares it an unfair method of competition and unfair or deceptive act or practice for a motor vehicle dealer to "fail[] to prepare a written contract for the sale of a motor vehicle and failing to provide the purchaser with a copy of the same at the time the purchaser signs the contract." 37 Pa. Code §301.4(a)(1)

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

138. In some instances, Defendants failed to provide vehicle purchasers at the time of sale, at no additional charge, an exact copy of the agreement for sale.

139. In some instances, Defendants failed to provide vehicle purchasers at the time of sale, and at no additional charge, the written warranty included with the vehicle purchase.

140. Specific examples of Defendants' conduct are the consumer examples set forth at Paragraphs 58-60, 63; all of which allege that the respective consumers were not provided a copy of the sales agreement and/or the written warranty at the time of sale.

141. Defendants violated Section 301.4(a)(1) and (3) of the Auto Regulations by failing provide a purchaser at the time of sale, at no additional charge, an exact copy of the sales agreement and/or any written warranty. 37 Pa. Code § 301.4(a)(3).

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

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

- i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(ii);
- ii. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of Section 201-2(4)(iii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(iii);
- iii. Representing that goods or services have a sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);
- iv. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

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

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

PRAYER FOR RELIEF

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

- A. Declaring Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or lease of motor vehicles, including but not limited to, as an owner,

shareholder, manager or employee of any business selling or leasing motor vehicles;

- F. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 6/9/23

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Office of Attorney General
1251 Waterfront Place
Mezzanine Level
Pittsburgh, PA 15222
Fax: 412-880-0196

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL MICHELLE A.
HENRY,

Plaintiff,

v.

NORTH HILLS AUTO MALL, INC. and
REGIS MANNKE, Individually and as President of
North Hills Auto Mall, Inc.,

Defendants.

CIVIL DIVISION

Code 020 - Equity

No. _____

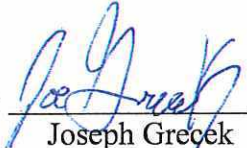
COMPLAINT

VERIFICATION

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

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

Date: 6/9/23

By: 
Joseph Grecek
Consumer Protection Agent

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North Hills AUTO MALL

(412) 307-5784

820 CAMP HORNE RD | PITTSBURGH, PA 15237



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Vehicle Info

- Condition Used**
- Engine 2.5L I4**
- Transmission Automatic 4-Speed**
- Drivetrain AWD**
- Fuel Gasoline**
- Exterior Color Burgundy**
- Interior Color Tan**
- Stock # N/A**
- VIN 4S3BH665017633422**
- Fuel Economy**

Message Us

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First Name *

Last Name *

Email *

Phone *

Could you provide more information about this 2001 Subaru Outback?

Do you have a trade-in? 66/1000

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2001 Subaru Outback AWD 4dr Wagon

Price **\$7,899** Mileage **154,000**

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Description

EXCEPTIONAL CONDITION. ALSO HAS BRAND NEW INSPECTION.

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Most of the vehicles we have for sale have had one or two previous owners. Research has shown that cars with one owner tend to be consistently driven and maintained therefore can justify a premium asking price. We have a large selection of quality pre-owned vehicles that eliminates the need for you to shop anywhere else. Whether you need a family sedan, sports car, minivan, SUV or work truck, our dealership has what you are looking for and what suits your needs.

Buying a vehicle doesn't have to be stressful. Find out why North Hills Auto Mall is the best place to purchase your next quality pre-owned vehicle. Give us a call today at (412) 802-2003.

[Read Less](#)

Features

- Front Air Conditioning
- Interior Accents - Wood-Tone
- Cruise Control
- Multi-Function Remote - Keyless Entry
- Front Fog Lights
- Wheel Diameter - 16 inch
- Roof Rack Crossbars - Black
- Window Defogger - Rear

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Safety

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Dealership Info

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North Hills
AUTO MALL

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Share Vehicle



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www.northhillsautomall.com

SAVE BIG

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Vehicle Info

- Condition Used
- Engine 2.4L I4
- Transmission Automatic 4-Speed
- Drivetrain AWD
- Fuel Gasoline
- Exterior Color Silver
- Interior Color Black
- Stock # N/A
- VIN JHLRD78882C086726
- Fuel Economy: City 20, Hwy 24

Message Us

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First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2002 Honda CR-V EX? 65/1000

Do you have a trade-in?

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2002 Honda CR-V EX
AWD EX 4dr SUV

Price \$8,199
Mileage 117,000

(412) 307-5764

Text Us

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Description

1 - OWNER WITH BRAND NEW INSPECTION...

***We accept all credit and debit cards. Financing options available ***
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In addition, most of our vehicles include a 3 month or 5,000 mile power train warranty. Extended warranties are available as well.
Most of the vehicles we have for sale have had one or two previous owners. Research has shown that cars with one owner tend to be consistently driven and maintained therefore can justify a premium asking price. We have a large selection of quality pre-owned vehicles that eliminates the need for you to shop anywhere else. Whether you need a family sedan, sports car, minivan, SUV or work truck, our dealership has what you are looking for and what suits your needs.
Buying a vehicle doesn't have to be stressful. Find out why North Hills Auto Mall is the best place to purchase your next quality pre-owned vehicle.
Give us a call today at (412) 802-2003.

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Features

- Front Air Conditioning
- Cruise Control
- Multi-Function Remote - Keyless Entry
- Power Steering
- Spare Tire Mount Location - Outside
- Wheel Diameter - 15 Inch
- Wheels - Alloy
- Moonroof - Sunroof - Power

[Show More](#)

Safety

Be protected. Check for open recalls:

Safety Recall Status

Dealership Info

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Home / Inventory / Toyota / Sequoia

2002 Toyota Sequoia Limited

Limited 2WD 4dr SUV

Price **\$7,999** Mileage **187,000**

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Photos (7)

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Vehicle Info

Condition
Used

Engine
4.7L V8

Transmission
Automatic 4-Speed

Drivetrain
RWD

Fuel
Gasoline

Exterior Color
Black

Interior Color
Tan

Stock #
N/A

VIN
5TDZT38A725088364

Fuel Economy

13

17

Message Us

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First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2002 Toyota Sequoia Limited?

74/1000

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Send Email

By clicking "Send Email" I consent to be contacted by Cars.com and the dealer selling this vehicle at any telephone number I provide, including, without limitation, communications sent via text message to my cell phone or communications sent using an e-mail or pre-recorded message. I do hereby acknowledge and consent to receive such communications. This site is protected by reCAPTCHA and the Google Privacy and Terms of Service apply.

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Value My Trade

Have additional questions? Give us a call and we'd be happy to help!

(412) 307-5764

Description

"SOUTH CAROLINA TOYOTA VEHICLE" AND IS TWO WHEEL DRIVE" IN EXCEPTIONAL CONDITION... BRAND NEW INSPECTION, 4 BRAND NEW TIRES, EXHAUST, BATTERY, JUST FULLY SERVICED IN EXCELLENT CONDITION.

Features

- Running Boards
- Front Air Conditioning - Automatic Climate Control
- Rear Air Conditioning - Automatic (First Row)
- Exterior Entry Lights - Approach Lamps
- Front Fog Lights
- Wheel Diameter - 16 Inch

Show More

Safety

Be protected. Check for open recalls:

Safety Recall Status

Dealership Info

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Home / Inventory / Subaru / Forester

2003 Subaru Forester X AWD X 4dr Wagon

Price **\$12,999** Mileage **66,000**

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Go Photos (28)

Share Vehicle



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Vehicle Info

Condition Used

Engine 2.5L H4

Transmission Automatic 4-Speed

Drivetrain AWD

Fuel Gasoline

Exterior Color Champagne

Interior Color Tan

Stock # N/A

VIN JF1SG63683H755027

Expiry 19

Expiry 24

Message Us

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First Name *

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Phone

Could you provide more information about this 2003 Subaru Forester X?

Do you have a trade-in? 69/1000

Send Email

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Description

66,000 CERTIFIED MILES IN MINT CONDITION AND WITH BRAND NEW INSPECTION.....

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In addition, most of our vehicles include a 3 month or 5,000 m/e power train warranty. Extended warranties are available as well. Most of the vehicles we have for sale have had one or two previous owners. Research has shown that cars with one owner tend to be consistently driven and maintained therefore can justify a premium asking price. We have a large selection of quality pre-owned vehicles that eliminates the need for you to shop anywhere else. Whether you need a family sedan, sports car, minivan, SUV or work truck, our dealership has what you are looking for and what suits your needs. Buying a vehicle doesn't have to be stressful. Find out why North Hills Auto Mall is the best place to purchase your next quality pre-owned vehicle. Give us a call today at (412) 802-2003.

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Features

- Front Air Conditioning
- Center Console
- Cruise Control
- Multi-Function Remote - Keyless Entry
- Exterior Entry Lights - Approach Lamps
- Front Fog Lights
- Wheel Diameter - 16 Inch

[Show More](#)

Safety

Be protected. Check for open recalls:

[Safety Recall Status](#)

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Plates 1261

Share Vehicle



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Vehicle Info

- Condition Used
- Engine 3.5L V6
- Transmission Automatic 4-Speed
- Drivetrain FWD
- Fuel Gasoline
- Exterior Color Silver
- Interior Color Gray
- Stock # N/A
- VIN 1G1ZT52885F243681
- Fuel Economy

Message Us

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First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2005 Chevrolet Malibu LS?

Do you have a trade-in? 71/1000

Send Email

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HOME CARS FOR SALE SPECIALS FINANCING CONTACT US

2005 Chevrolet Malibu LS
LS 4dr Sedan

Price **\$8,599**
Mileage **75,000**

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Description

75,000 CERTIFIED MILES IN EXCELLENT CONDITION...

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Features

- Front Air Conditioning
- Front Air Conditioning - Automatic Climate Control
- Front Air Conditioning Zones - Single
- In-Dash Cd - Single Disc
- Radio - Am/Fm
- Daytime Running Lights
- Headlights - Auto On/Off

[Show More](#)

Safety

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Safety Recall Status

Dealership Info

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Share Vehicle

TAX TIME! Get Trade

Apply for Financing

Apply Now!

Vehicle Info

- Condition: Used
- Engine: 3.7L V6
- Transmission: Automatic 5-Speed
- Drivetrain: AWD
- Fuel: Gasoline
- Exterior Color: White
- Interior Color: Gray
- Stock #: EXCEPTIONAL CONDITIO
- VIN: 2H1NYD28376H530517
- Fuel Economy: 15 City, 20 Hwy

Message Us

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First Name *

Last Name *

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Phone

Could you provide more information about this 2008 Acura MDX SH-AWD w/Tech?

Do you have a trade-in? 75/1000

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2008 Acura MDX SH-AWD w/Tech
SH-AWD 4dr SUV w/Technology Package

Price **\$12,999** Mileage **110,000**

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Description

MOTHER OF PEARL PAINT AND IN MINT, EXCEPTIONAL CONDITION. BRAND NEW INSPECTION, NON-SMOKER AND NO KIDS...

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Features

- Rear Trunk/Liftgate - Liftgate
- Rear Spoiler
- Air Filtration - Active Charcoal
- Armrests - Rear Center Folding With
- Rear Brake Diameter - 13.2
- Rear Stabilizer Bar
- Rear Suspension Classification - Independent
- Steering - Rack and Pinion

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Safety

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Safety Recall Status

Dealership Info

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Home / Inventory / Buick / Lucerne


2008 Buick Lucerne CXL
CXL 4dr Sedan

Price **\$9,199** Mileage **85,000**

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- Trade In
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Get Photos (24)

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Vehicle Info

- Condition: Used
- Engine: 3.8L V6
- Transmission: Automatic 4-Speed
- Drivetrain: FWD
- Fuel: Gasoline
- Exterior Color: Silver
- Interior Color: Gray
- Stock #: N/A
- VIN: 1G4HD572X8U175190
- Fuel Economy: City 16, Hwy 25

Message Us

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First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2008 Buick Lucerne CXL?

691000

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Description

85,000 CERTIFIED WITH BRAND NEW INSPECTION AND ICE COLD AC....

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Features

- Air Filtration
- Armrests - Rear Center Folding With Storage And Pass-Thru
- Center Console Trunk - Simulated Wood
- Gauge - Tachometer
- In-Dash Cd - Mp3 Playback
- Total Speakers - 6
- Warnings And Reminders - Tire Fill

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Safety

Be protected. Check for open recalls:

Safety Recall Status

Dealership Info

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Home / Inventory / Acura / RDX

2009 Acura RDX SH-AWD w/Tech SH-AWD 4dr SUV w/Technology Package

Price **\$14,999** Mileage **82,000**

(412) 307-5764

Test It

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Home (19)

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Vehicle Info

- Condition Used
- Engine 2.3L I4 Turbocharger
- Transmission Automatic 5-Speed
- Drivetrain AWD
- Fuel Gasoline
- Exterior Color White
- Interior Color Gray
- Stock # EXCEPTIONAL CONDITIO
- VIN 5J3TB18579A002186

Fuel Economy
CITY 17 MPG HWY 22

Message Us

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First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2009 Acura RDX SH-AWD w/Tech?

75/1000

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Ready to Trade In? Let us know what you have.

Value My Trade

Have additional questions? Give us a call and we'd be happy to help!

(412) 307-5764

Description

92,000 CERTIFIED MILES IN MINT CONDITION AND WITH BRAND NEW INSPECTION. ALSO HAS TECHNOLOGY PACKAGE & BACK UP CAMERA.

***We accept all credit and debit cards. Financing options available ***North Hills Auto Mall is a proud CARFAX Certified Dealer. CARFAX reports provide information regarding mileage accuracy, number of owners, and much more. For a better buying experience, all of our vehicles come with a CARFAX report and a copy of a CARFAX Buyback Guarantee. The exclusive CARFAX Buyback Guarantee reduces the risk involved in buying a used car. Today, CARFAX has the most comprehensive vehicle database available in North America. The first step to protecting yourself with buying used cars with costly hidden problems is. DON'T BUY A USED CAR WITHOUT CARFAX! In addition, most of our vehicles include a 3 month or 5,000 mile power train warranty. Extended warranties are available as well.

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Read Less

Features

- Exhaust - Dual Tip
- Door Handle Color - Chrome
- Rear Spoiler
- Rear Spoiler Color - Body Color
- Navigation System - Dvd
- Navigation System - Voice Operated
- Surround Sound - 5.1
- Ten Speakers - 10

Show More

Safety

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Safety Recall Status

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820 CAMP HORNE RD | Pittsburgh, PA 15237

HOME - CARS FOR SALE - SPECIALS - FINANCING - CONTACT US

2011 Chevrolet Impala LS LS 4dr Sedan

Price **\$18,999** Mileage **12,000**

(412) 307-5764

Text Us

Email Us

Apply for Financing

Value My Trade



www.northhillsautomall.com

Apply for Financing

Apply Now!

Transmission
Automatic 4-Speed

Drivetrain
FWD

Fuel
Flex Fuel

Exterior Color
Tan

Interior Color
Tan

Stock #
N/A

VIN
2G1WASEK0B1134733

Fuel Economy

City

19

Highway

29

Last Name *

Email *

Phone

Could you provide more information about this 2011 Chevrolet Impala LS?

Do you have a trade-in? 71/1000

Send Email

By clicking "Send Email", I consent to be contacted by GeAuto regarding the details of selling this vehicle at any telephone number I provide, including without limitation, communications sent via text message to my telephone or computer and sending an auto-dialer or pre-recorded message. The acknowledgment constitutes my written consent to receive such communications. This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

Ready to trade in? Let us know what you have

Value My Trade

Have additional questions? Give us a call and we'd be happy to help!

(412) 307-5764

Description

12,000 CERTIFIED MILES IN MINT MINT CONDITION AND A 1 OWNER....

We accept all credit and debit cards. Financing options available

North Hills Auto Mall is a proud CARFAX Certified Dealer. CARFAX reports provide additional information on vehicle history and more. [View this report.](#)

[Read More](#)

Features

- Exhaust Tip Color - Stainless Steel
- Body Side Moldings - Body-Color
- Mirror Color - Body-Color
- Air Filtration
- Antenna Type - Element
- Auxiliary Audio Input - Jack
- In-Dash Cd - Single Disc
- Multi-Function Display

[Show More](#)

Safety

Be protected. Check for open recalls:

[Safety Recall Status](#)

Dealership Info

North Hills Auto Mall

820 CAMP HORNE RD
Pittsburgh, PA 15237

(412) 307-5764

[Text Us](#)

820 Camp Horne Rd

[View larger map](#)



[Get Directions](#)

By clicking you agree to the [Terms and Conditions of Use](#)

Sales tax and license are not included. Prices and availability are subject to change

North Hills AUTO MALL

(412) 307-5764

820 CAMP HORNE RD | PITTSBURGH, PA 15237

14 Photos (17)



Share Vehicle

Apply for Financing

Apply Now!

Vehicle Info

- Condition Used
- Engine 2.4L I4
- Transmission Automatic 6-Speed
- Drivetrain FWD
- Fuel Gasoline
- Exterior Color Black
- Interior Color Black
- Stock # N/A
- VIN 1G1ZD5E15BF201928
- Fuel Economy

Message Us

Email Us Text Us

First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2011 Chevrolet Malibu LT?

717/1000

Do you have a trade-in?

Send Email

By clicking "Send Email", I consent to be contacted by CarPointers.com and its dealers regarding this vehicle's availability and status. I provide, including without limitation, communication sent to a text message to my cellphone or to my email address, my name, address and phone number. This

HOME CARS FOR SALE SPECIALS FINANCING CONTACT US

2011 Chevrolet Malibu LT
LT 4dr Sedan #1117

Price **\$8,789**

mileage **128,000**

(412) 307-5764

Text Us

Email Us

Apply for Financing

Trade My Trade

Description

IN MINT CONDITION WITH NEW INSPECTION AND SUPER CLEAN WITH LEATHER INTERIOR...

We accept all credit and debit cards. Financing options availableNorth Hills Auto Mall is a proud CARFAX Certified Dealer. CARFAX reports provide information regarding mileage accuracy, number of owners, and much more. For a better buying experience, all of our vehicles come with a CARFAX report and a copy of a CARFAX Buyback Guarantee. The exclusive CARFAX Buyback Guarantee reduces the risk involved in buying a used car. Today, CARFAX has the most comprehensive vehicle database available in North America. The first step to protecting yourself with buying used cars with costly hidden problems is, **DO NOT BUY A USED CAR WITHOUT CARFAX!** In addition, most of our vehicles include a 3 month or 5,000 mile power train warranty. Extended warranties are available as well.

Most of the vehicles we have for sale have had one or two previous owners. Research has shown that cars with one owner tend to be consistently driven and maintained therefore can justify a premium asking price. We have a large selection of quality pre-owned vehicles that eliminates the need for you to shop anywhere else. Whether you need a family sedan, sports car, minivan, SUV or work truck, our dealership has what you are looking for and what suits your needs.

Buying a vehicle doesn't have to be stressful. Find out why North Hills Auto Mall is the best place to purchase your next quality pre-owned vehicle. Give us a call today at (412) 802-2003.

[Read Less](#)

- ### Features
- Door Handle Color - Body-Color
 - Warnings And Reminders - Lamp Failure
 - Exhaust Tip Color - Chrome
 - Warnings And Reminders - Low Oil Pressure
 - Front Bumper Color - Body-Color
 - Warnings And Reminders - Tire Fill
 - Grille Color - Black With Chrome
- [Show More](#)

Safety

Be protected. Check for open recalls:

[Safety Recall Status](#)

Dealership Info

North Hills Auto Mall
820 CAMP HORNE RD
PITTSBURGH, PA 15237
(412) 307-5764
[Text Us](#)



[View larger map](#)

[Get Directions](#)

Sales tax and license are not included. Prices and availability are subject to change.

North Hills AUTO MALL

(412) 307-5764

820 CAMP HORNER RD | PITTSBURGH, PA 15237



Apply for Financing
Apply Now!

Vehicle Info

- Condition: Used
- Engine: 2.4L I4
- Transmission: Automatic 6-Speed
- Drivetrain: FWD
- Fuel: Gasoline
- Exterior Color: Black
- Interior Color: Black
- Stock #: N/A
- VIN: 1G1ZD5E15BF201928
- Fuel Economy: City: 24, Highway: 34, Combined: 28

Message Us

Email Us Text Us

First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2011 Chevrolet Malibu LT?

71/1000

Do you have a trade-in?

Send Email

By clicking "Send Email", I consent to be contacted by Carvana to discuss the details of this vehicle and any other information you may provide, including, but not limited to, my contact information. I understand that my communication with Carvana may be monitored and recorded for quality control and training purposes.

HOME
CARS FOR SALE
SPECIALS
FINANCING
CONTACT US

2011 Chevrolet Malibu LT
LT 4dr Sedan w/1LT

(412) 307-5764

Price: **\$8,789**

Mileage: **128,000**

Text Us
Email Us
Apply for Financing
Value My Trade

Description

IN MINT CONDITION WITH NEW INSPECTION AND SUPER CLEAN WITH LEATHER INTERIOR...

***We accept all credit and debit cards. Financing options available ***North Hills Auto Mall is a proud CARFAX Certified Dealer. CARFAX reports provide information regarding mileage accuracy, number of owners, and much more. For a better buying experience, all of our vehicles come with a CARFAX report and a copy of a CARFAX Buyback Guarantee. The exclusive CARFAX Buyback Guarantee reduces the risk involved in buying a used car. Today, CARFAX has the most comprehensive vehicle database available in North America. The first step to protecting yourself with buying used cars with costly hidden problems is, DON'T BUY A USED CAR WITHOUT CARFAX!! In addition, most of our vehicles include a 3 month or 5,000 mile power train warranty. Extended warranties are available as well.

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Buying a vehicle doesn't have to be stressful. Find out why North Hills Auto Mall is the best place to purchase your next quality pre-owned vehicle. Give us a call today at (412) 307-5764.

Road Less

Features

- Door Handle Color - Body-Color
- Exhaust Tip Color - Chrome
- Front Bumper Color - Body-Color
- Grille Color - Black With Chrome
- Warnings And Reminders - Lamp Failure
- Warnings And Reminders - Low Oil Pressure
- Wipers - Windshield Wiper - Two-Flap

[Show More](#)


Safety

Be protected. Check for open recalls:

Safety Recall Status

Dealership Info

North Hills Auto Mall
820 CAMP HORNER RD
PITTSBURGH, PA 15237
(412) 307-5764
[Text Us](#)



By clicking you agree to the Terms and Conditions of Use

Sales tax and license are not included. Prices and availability are subject to change.

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

North Hills AUTO MALL

(412) 307-5764

820 CAMP HORNE RD | PITTSBURGH, PA 15237

Home / Inventory / Toyota / Camry

2011 Toyota Camry LE LE Atr Sedan GA

Price **\$6,999** | Mileage **166,000**

(412) 307-5764

Text Us

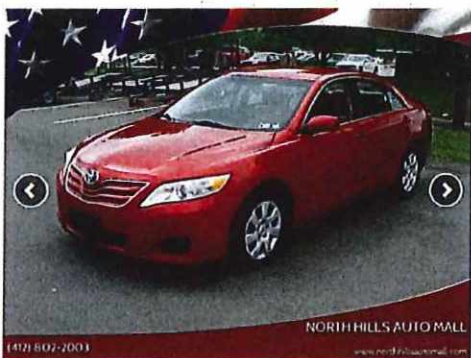
Contact Us

Apply for Financing

Value My Trade

Photos (23)

Share Vehicle



NORTH HILLS AUTO MALL
(412) 802-2001
www.northhillsautomall.com

Apply for Financing

Apply Now!

Vehicle Info

- Condition**
Used
- Engine**
2.5L I4
- Transmission**
Automatic 6-Speed
- Drivetrain**
FWD
- Fuel**
Gasoline
- Exterior Color**
Burgundy
- Interior Color**
Tan
- Stock #**
N/A
- VIN**
4T1BF3EK4BU701750

Fuel Economy

22 **32**

Message Us

Email Us Text Us

First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2011 Toyota Camry LE?

Do you have a trade-in? 67/1000

Send Email

By clicking "Send Email", I consent to be contacted by Carfax.com and the dealer selling this vehicle at any telephone number I provide, including, without limitation, communications via text message to my cell phone or communications sent using an e-mail or pre-recorded message. I do acknowledge that I understand my text consent to receive such communications. This site is protected by reCAPTCHA and the Google [Privacy Policy](#) and [Terms of Service](#) apply.

Ready to trade in? Let us know what you have.

Value My Trade

Have additional questions? Give us a call and we'd be happy to help!

(412) 307-5764

Description

RUNS EXCELLENT.....

Features

- Door Handle Color - Body-Color
- Mirror Color - Body-Color
- Air Filtration
- Airrests - Rear Center With
- Warnings And Reminders - Tire Fill Alert
- Antenna Type - Element
- Auxiliary Audio Input - Jack
- Radio - Jammer

Show More

Safety

Be protected. Check for open recalls:

Safety Recall Status

Dealership Info

North Hills Auto Mall

820 CAMP HORNE RD
Pittsburgh, PA 15237

(412) 307-5764

Text Us



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

North Hills AUTO MALL

(412) 307-5764

820 CAMP HORNE RD | PITTSBURGH, PA 15237

Home / Inventory / Honda / Pilot

2012 Honda Pilot EX-L

EX-L 4dr SUV

Price **\$13,999** Mileage **142,000**

- (412) 307-5764
- Text Us
- Email Us
- Apply for Financing
- Value My Trade

Photo (29)

Share Vehicle



North Hills Auto Mall

(412) 802-2003

Apply for Financing

Apply Now!

Vehicle Info

- Condition Used
- Engine 3.5L V6
- Transmission Automatic 5-Speed
- Drivetrain FWD
- Fuel Gasoline
- Exterior Color Black
- Interior Color Tan
- MPG City 18 Highway 25
- Stock # N/A
- VIN SFNYE3H51CB007323

Message Us

Email Us Text Us

First Name *

Last Name *

Email *

Phone

Could you provide more information about this 2012 Honda Pilot EX-L?

66/1000

Do you have a trade-in?

Send Email

By clicking "Send Email," I consent to be contacted by North Hills Auto Mall at the phone number and/or email address provided on this form. I understand that my information will be used to contact me regarding this vehicle and any related financing options, including without limitation, communication and a text message to my cell phone or computer. I understand that my purchase or pre-recorded message. I do not authorize my information to be used for any other purpose. I agree to receive such communications. This is processed by a third party service provider. See our Privacy Policy.

Ready to Trade In? Let us know what you have

Value My Trade

Have additional questions? Give us a call and we'd be happy to help!

(412) 307-5764

Description

IN MINT CONDITION WITH BACK-UP CAMERA AND BRAND NEW INSPECTION.

We accept all credit and debit cards. Financing options available. North Hills Auto Mall is a proud CARFAX Certified Dealer. CARFAX reports provide information regarding mileage accuracy, number of owners, and much more. For a better buying experience, all of our vehicles come with a CARFAX report and a copy of a CARFAX Buyback Guarantee. The exclusive CARFAX Buyback Guarantee reduces the risk involved in buying a used car. Today, CARFAX has the most comprehensive vehicle database available in North America. The first step to protecting yourself with buying used cars with costly hidden problems is, DON'T BUY A USED CAR WITHOUT CARFAX! In addition, most of our vehicles include a 3 month or 5,000 mile power train warranty. Extended warranties are available as well.

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Read Less

Features

- Exhaust - Dual Tip
- Mudguards - Front
- Body Side Moldings - Body-Color
- Door Handle Color - Body-Color
- Rear Suspension Classification - Independent
- Rear Suspension Type - Multi-Link
- Stability Control
- Tire - All-Season

Show More

Safety

Be protected. Check for open recalls:

Safety Recall Status


Dealership Info

North Hills Auto Mall

820 CAMP HORNE RD
PITTSBURGH, PA 15237

(412) 307-5764

Text Us



820 Camp Horne Rd
View on map

Get Directions

Sales tax and license are not included. Prices and availability are subject to change.

USED VEHICLE ORDER

Date 1-26 2017

Dealer N.H. Auto

Purchaser [Redacted]

ENTER MY ORDER FOR ONE 1 CAR AS FOLLOWS:

| YEAR | MAKE | MODEL | BODY | MOTOR NO. | UC. H. P. |
|----------------|---------------|---------------|--------------|-----------|-----------|
| <u>2014</u> | <u>Nissan</u> | <u>Sedan</u> | <u>Sedan</u> | | |
| ODOMETER | | SERIAL NO. | | COLOR | STOCK NO. |
| <u>135,715</u> | | <u>226062</u> | | | |

| | | | |
|-----------------------------|----------------|-----------------------|-------------|
| CAR SALES PRICE | \$ <u>3900</u> | TOTAL PURCHASE PRICE | \$ |
| DEL. GET READY AND HANDLING | <u>165</u> | DEPOSIT | |
| TAX | <u>338</u> | USED CAR ALLOWANCE \$ | |
| FILING | <u>0</u> | LESS LIEN \$ | <u>N</u> |
| LIC. PLATES | <u>28</u> | HELD BY | <u>0</u> |
| 30 DAY TEMP. PLATE | <u>0</u> | EQUITY | |
| <u>Del. Fee</u> | <u>113</u> | CASH ON DELIVERY | <u>N</u> |
| <u>Will. Sample</u> | <u>9</u> | TOTAL PAYMENT | \$ <u>E</u> |
| TOTAL PURCHASE PRICE | \$ <u>4525</u> | BAL. FINANCED BY | |
| | | INSURANCE | |
| | | TIME SALE CHARGES | |
| | | AMOUNT OF CONTRACT | \$ |

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

Contract to be Paid In Payments of \$ Each. 1st Payment Due 20

TRADE IN RECORD

| YEAR | MAKE | MODEL | BODY | COLOR | UC. H. P. |
|----------|------|------------|------|-----------|-----------|
| | | | | | |
| ODOMETER | | SERIAL NO. | | TITLE NO. | STOCK NO. |
| | | | | | |

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

Customer's Signature [Redacted]

SOLD WITH WARRANTY We the dealer warrant this car for _____ after date of delivery on _____ total basis of parts and labor used. (Owner pays used) and dealer pays _____ of total retail cost of parts and labor used) All repairs must be made in our service shop. We do not warrant speedometer rounding, tires, battery, glass, radio or heater.

Dealer's Signature [Redacted]

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

I agree to accept _____ 2017 S. G. No. _____

Buyer's Signature [Redacted] Phone _____

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

Accepted by [Redacted] DEALER'S SIGNATURE

Form 201 Ohio Valley Printing - Martins Ferry, Ohio 43925

North Hills Auto Mail
820 Camp Home Rd
Pgh PA 15237
86-18665



HERKY MILLER, INC.
3300 BABCOCK BLVD.
PITTSBURGH, PA 15237
(412) 364-9901
YOUR CAR CARE SPECIALIST

Repair Order # 0131283
Date : 6/24/2020
Page 1 of 4
Center : 1

| | |
|---|---|
| Customer : ██████████ Address : ██████████ City : ██████████ Home : (██████████) Ext: ██████ Work : (██████████) Ext: ██████ | VEHICLE : 2008 HOND CRV LICENSE : KZB1877 UNIT : V.I.N. : 5J6RE483X8L034823 Fleet #: ENGINE : 2.4 TRANS : AUTO MILEAGE : 137086 OLD : |
|---|---|

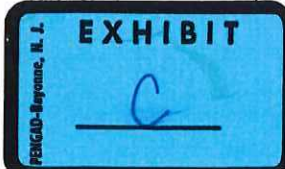
| Parts | | | | Labor | | | |
|---|-------------|-------------|-------|-----------|--|------|--------|
| Quan | Part Number | Description | Price | Op Tech | Description | Time | Charge |
| | | | | EN 001 10 | VEHICLE IS UNSAFE DUE TO CONDITION OF TIRES-CHUNKS OUT, ETC. | | 46.00 |
| <p style="text-align: center;">CUSTOMER ACKNOWLEDGEMENT OF VEHICLE BEING UNSAFE ***** THE FOLLOWING PRICES DO NOT INCLUDE TAX CHECKED OVER BRAKES LF9/B RF8/B LR9/B RR8/B TIRES ALL FAIL ***** WIPERS (HEAVY STREAKING) \$19.98 AND \$15.98 FAIL INSPECTION SUBTOTAL \$35.96 ***** TIRES P225/65R17 (BALD) \$142.86 EACH M/B/D \$19.00 EACH STEEL BELTS SHOWING, CHUNKS MISSING</p> | | | | | | | |

| | | | | | |
|--------|----------------|--------|----------------|--------|----------------|
| OK Bad | Recommendation | OK Bad | Recommendation | OK Bad | Recommendation |
|--------|----------------|--------|----------------|--------|----------------|

I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere, at your discretion, for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. There will be a 40.00 + fees charge to any bill that must go to collect due to non payment or bounced check. I understand that dealer/owner is not responsible for delay or other consequence due to the unavailability of parts shipments beyond their control. NOT RESPONSIBLE FOR DAMAGE OR ARTICLES LEFT IN CAR IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

| | |
|---------------------|------------------------|
| Labor : | \$46.00 |
| Parts : | \$0.00 |
| Sublet : | \$0.00 |
| Other Fees : | \$0.00 |
| SHOP SUPP. | \$0.92 |
| Subtotal : | \$46.92 |
| Sales Tax : | \$3.28 |
| Paid By : | Total : \$50.20 |
| Pay Ref : | Paid : \$0.00 |
| | Due : \$50.20 |

x



HERKY MILLER, INC.
3300 BABCOCK BLVD.
PITTSBURGH, PA 15237
(412) 364-9901
YOUR CAR CARE SPECIALIST

Repair Order # **0131283**
 Date : **6/24/2020**
 Page 2 of 4
 Center : **1**

| | |
|--|---|
| Customer : ██████████ Address : ██████████ City : ██████████ Home : (██████████ Ext : ██████████ Work : (██████████ Ext : ██████████ | VEHICLE : 2008 HOND CRV LICENSE : KZB1877 V.I.N. : 5J6RE483X8L034823 Fleet #: ENGINE : 2.4 MILEAGE : 137086 UNIT : TRANS : AUTO OLD : |
|--|---|

| Parts | | | | Labor | | | | |
|-------|-------------|-------------|-------|-------|------|--|------|--------|
| Quan | Part Number | Description | Price | Op | Tech | Description | Time | Charge |
| | | | | | | TIRMS ARE UNSAFE AND FAIL INSPECTION | | |
| | | | | | | SUBTOTAL \$674.44 | | |
| | | | | | | ***** | | |
| | | | | | | REAR ROTORS \$48.88 EACH | | |
| | | | | | | LABOR \$92.00 INCLUDES SANDING BRAKE PADS | | |
| | | | | | | SUGGESTED DOES NOT FAIL INSPECTION AT THIS TIME | | |
| | | | | | | SUBTOTAL \$189.76 | | |
| | | | | | | ***** | | |
| | | | | | | EXHAUST RESONATOR \$180.91 | | |
| | | | | | | MUFFLER \$195.22 | | |
| | | | | | | FRONT GASKET \$6.03 | | |
| | | | | | | REAR GASKET \$16.86 | | |
| | | | | | | SPRING BOLT KIT \$11.18 | | |
| | | | | | | LABOR \$92.00 | | |
| | | | | | | SUBTOTAL \$493.20 TO START WITH-COULD BE ADDITIONAL | | |
| | | | | | | COULD BE ADDITIONAL PARTS AND LABOR-POSSIBLE CONVERTER, O2 SENSORS, ETC. | | |
| | | | | | | NEED TO SEE CODES-NOT ALL MONITORS ARE | | |

| | | | |
|--------|----------------|--------|----------------|
| OK Bad | Recommendation | OK Bad | Recommendation |
|--------|----------------|--------|----------------|

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| | |
|--------------|-----------------|
| Labor : | \$46.00 |
| Parts : | \$0.00 |
| Sublet : | \$0.00 |
| Other Fees : | \$0.00 |
| SHOP SUPP. | \$0.92 |
| Subtotal : | \$46.92 |
| Sales Tax : | \$3.28 |
| Paid By : | Total : \$50.20 |
| Pay Ref : | Paid : \$0.00 |
| | Due : \$50.20 |

X

HERKY MILLER, INC.
3300 BABCOCK BLVD.
PITTSBURGH, PA 15237
(412) 364-9901
YOUR CAR CARE SPECIALIST

Repair Order # 0131283
Date : 6/24/2020
Page 3 of 4
Center : 1

| | |
|---|---|
| Customer : ██████████ Address : ██████████ City : ██████████ Home : (██████████ Ext : ██████████) Work : (██████████ Ext : ██████████) | VEHICLE : 2008 HOND CRV LICENSE : KZB1877 UNIT : V.I.N. : 5J6RE483X8L034823 Fleet #: ENGINE : 2.4 TRANS : AUTO MILEAGE : 137086 OLD : |
|---|---|

| Parts | | | | Labor | | | |
|-------|-------------|-------------|-------|-----------|--|------|--------|
| Quan | Part Number | Description | Price | Op. Tech | Description | Time | Charge |
| | | | | | RUN-FAILS INSPECTION ***** | | |
| | | | | | R/F LATCH AND LOCK ACTUATOR \$126.61 LABOR \$138.00 (BUZZING) SUGGESTED-NOT REQUIRED FOR INSPECTION AT THIS TIME SUBTOTAL \$264.61 ***** | | |
| | | | | | THE ABOVE PRICING DOES NOT ADDRESS THE ENGINE SHUDDERING ***** | | |
| | | | | | LEFT FRONT RACK AND PINION LEAKING NO QUOTE | | |
| | | | | | OIL LEAK NEAR TENSIONER-NO QUOTE OR DIAGNOSTICS DONE | | |
| | | | | EN 001 10 | NOTE:ENGINE SHUDDERS INTERMITTENELY EMISSIONS;NOT ALL READINESS MONITORS ARE SET | | 0.00 |
| | | | | | IT APPEARS THAT THE CHECK ENGINE LIGHT WAS ON AND SHUT OFF AND ALL DATA CLEARED | | |

| | | | | | |
|--------|----------------|--------|----------------|--------|----------------|
| OK Bad | Recommendation | OK Bad | Recommendation | OK Bad | Recommendation |
|--------|----------------|--------|----------------|--------|----------------|

I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere, at your discretion, for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. There will be a 40.00 + fees charge to any bill that must go to collect due to non payment or bounced check. I understand that dealer/owner is not responsible for delay or other consequence due to the unavailability of parts shipments beyond their control. NOT RESPONSIBLE FOR DAMAGE OR ARTICLES LEFT IN CAR IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

| | |
|--------------|-----------------|
| Labor : | \$46.00 |
| Parts : | \$0.00 |
| Sublet : | \$0.00 |
| Other Fees : | \$0.00 |
| SHOP SUPP. | \$0.92 |
| Subtotal : | \$46.92 |
| Sales Tax : | \$3.28 |
| Paid By : | Total : \$50.20 |
| Pay Ref : | Paid : \$0.00 |
| | Due : \$50.20 |

X _____

HERKY MILLER, INC.
3300 BABCOCK BLVD.
PITTSBURGH, PA 15237
(412) 364-9901
YOUR CAR CARE SPECIALIST

Repair Order # **0131283**
 Date : **6/24/2020**
 Page 4 of 4
 Center : **1**

| | | |
|-------------------------------------|----------------------------|--------------|
| Customer : ██████████ | VEHICLE : 2008 HOND CRV | UNIT : |
| Address : ██████████ | LICENSE : KZB1877 | |
| City : ██████████ | V.I.N. : 5J6RE483X8L034823 | |
| Home : (██████████) Ext: ██████████ | Fleet #: | TRANS : AUTO |
| Work : (██████████) Ext: ██████████ | ENGINE : 2.4 | OLD : |
| | MILEAGE : 137086 | |

| Parts | | | | Labor | | | | |
|-------|-------------|-------------|-------|-------|------|--|------|--------|
| Quan | Part Number | Description | Price | Op | Tech | Description | Time | Charge |
| | | | | | | RECENTLY DIAGNOSTICS:\$92.00 TO START NOT INCLUDING PARTS AND LABOR OR SMOKE TEST | | |

| | | | | | |
|--------|----------------|--------|----------------|--------|----------------|
| OK Bad | Recommendation | OK Bad | Recommendation | OK Bad | Recommendation |
|--------|----------------|--------|----------------|--------|----------------|

I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere, at your discretion, for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. There will be a 40.00 + fees charge to any bill that must go to collect due to non payment or bounced check. I understand that dealer/owner is not responsible for delay or other consequence due to the unavailability of parts shipments beyond their control. NOT RESPONSIBLE FOR DAMAGE OR ARTICLES LEFT IN CAR IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

X

| | |
|--------------|-----------------|
| Labor : | \$46.00 |
| Parts : | \$0.00 |
| Sublet : | \$0.00 |
| Other Fees : | \$0.00 |
| SHOP SUPP. | \$0.92 |
| Subtotal : | \$46.92 |
| Sales Tax : | \$3.28 |
| Paid By : | Total : \$50.20 |
| Pay Ref : | Paid : \$0.00 |
| | Due : \$50.20 |



Knorrs Automotive Inc
 341 E Main Street
 Carnegie, PA. 15106
 Phone: 412-276-6411 Fax: 412-276-6411

INVOICE

8861

VOICE

Work Completed: 01/06/2021 Date: 01/12/2021

2007 Toyota - RAV4 - 2.4L, In-Line4 (144CI) VIN(D)
 Lic #: KZF0806 Odometer In: 208571

Home: [Redacted]

VIN#: JTMBD31V3 75065639

| Part Description / Number | Qty | Sale | Ext | Labor Description | Ext |
|---------------------------|------|--------|--------|--|--------------|
| Quick Strut 321 | 2.00 | 230.00 | 460.00 | ROAD TEST; Dull Knock in Steering when turning Alignment | n/c 98.00 |
| Shop Supplies Fee | | | 9.20 | SHOCK &/OR STRUT ASSEMBLY - Remove & Install or Remove & Replace - Both - [Includes: Calibration.] - [DOES NOT include disassemble or alignment.] -VEHICLE HAS BAD RACK AND PINION GEAR, NOISE COMING FROM RACK AND PINION. -WARRANTY COMPANY DID NOT COVER APPROVAL OF WORK. -VEHICLE NEEDS NEW RACK AND PINION GEAR IN ORDER FOR NOISE TO GO AWAY | 224.40 |
| | | | | Hazardous Materials Fee | 4.00 |

Org. Estimate 85.69 Revisions 984.39 Current Estimate 1,069.98

Revision # 1: Previous Estimate Amount: 85.69, Additional Cost: 984.39, Revised Estimate: 1069.98, Parts: \$502.00 Labor: \$404.00 Sublet: \$0.00
 Taxes & Fees: \$78.39 Authorized by: Tchirzkow, Steve, Date: 1/6/2021 Time: 11:30 AM, Initiated By: Shop

| | |
|-----------|----------|
| Labor: | 322.40 |
| Parts: | 469.20 |
| HazMat: | 4.00 |
| SubTotal: | 795.60 |
| Tax: | 55.69 |
| Total: | 851.29 |
| Bal Due: | \$851.29 |

Payments:

Vehicle Received: 1/6/2021

Customer Number: 1618

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein
 described on street, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the
 amount of repairs thereto. Warranty on new parts and labor is one year or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the
 original cost of repair.

Signature _____

Date _____

Email Address: knorrsautoinc@gmail.com



Advance Auto Parts

Service is our best part.

www.AdvanceAutoParts.com
Store # 1234
(412) 276-4260

1011 WASHINGTON AVE.
CARNEGIE, PA 15106

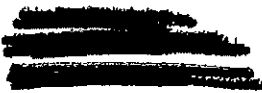
01/27/2021 6:03PM Reg: 02
TM: Anthony B.

Online Order Store Pick-up Receipt
Order # 131593035 Order Date: 01/27/2021

| Item | Qty | Price | Total |
|--|-----|---------|----------|
| DESpectrum Light Truck Shock Absorb 20740957 | | | |
| 37289 | 2 | \$59.99 | \$119.98 |
| Item \$ Discount | | | \$-18.00 |

LIMITED LIFETIME REPLACEMENT

| | |
|-----------|----------|
| Sub Total | \$101.98 |
| Tax | \$7.14 |
| Total | \$109.12 |

Customer: 

Thank you for placing your order with Advance Auto Parts. Please visit www.AdvanceAutoParts.com for information on our Warranty Policies and also our Refund and Exchange Policy. You may contact our Customer Care Team by calling 1-877-ADVANCE or by emailing webcare@advance-auto.com

This receipt does not show applicable charges for sales tax, fees, and shipping/handling charges. For details on those amounts please refer to your credit card statement, confirmation email, your account at AdvanceAutoParts.com or by calling our Customer Care Team at 1-877-238-2623.

Buy Online, Pick Up Today at
www.AdvanceAutoParts.com

I0000000131593035



Scan to return items

McNEILLY AUTOMOTIVE GROUP, LLC.
 75 MCNEILLY RD
 PITTSBURGH, PA. 15226
 Phone: 412-563-6198 Fax: 412-885-2024

INVOICE

207766

VOICE

Date: 02/02/2021

2007 Toyota - RAV4 - 2.4L, In-Line4 (144CI) VIN(D)

Lic # : KZF0805

Odometer In : 209083

Odometer Out : 209090

VIN # : JTMBD31V3 75065639

| Part Description / Number | Qty | Sale | Ext | Labor Description | Hours | Ext |
|---|------|--------|--------|--|-------|--------|
| Transmission Mount 1 EA ANCHO/Auto Trans Mount 9549 | 1.00 | 119.95 | 119.95 | ENGINE OR TRANSMISSION MOUNT - Remove & Replace - Transaxle, Left of Engine Compartment | 1.50 | 127.50 |
| Shop Supplies | | | 3.60 | PARKING BRAKE SYSTEM (COMPLETE) - Inspect - NECESSARY TO REMOVE CALIPERS AND ROTORS NEEDS REAR BRAKE CABLES - FROZEN | 0.59 | 50.00 |
| | | | | RF RACK & PINION BOOT - Remove & Replace - One Side - NECESSARY TO DIAGNOSE RACK AND PINION PROBLEM INTERNAL FAILURE RIGHT SIDE OF RACK AND PINION GEAR | 0.59 | 50.00 |
| | | | | Hazardous Materials | | 2.00 |

Org. Estimate 55.35 Revisions 270.76 Current Estimate 326.11

Revision # 1, Previous Estimate Amount: 55.35, Additional Cost: 270.76, Revised Estimate: 326.11, Parts: \$119.95 Labor: \$127.50 Sublet: \$0.00
 Taxes & Fees: \$23.31 Authorized by - Tchirkow, Stephen, Date - 2/1/2021, Time - 3:44 PM, Initiated By - Shop, Phone Number - Cellular:
 412-568-8891

PO Cash

| | |
|-----------|----------|
| Labor: | 227.50 |
| Parts: | 123.55 |
| HazMat: | 2.00 |
| SubTotal: | 353.05 |
| Tax: | 24.71 |
| Total: | 377.76 |
| Bal Due: | \$377.76 |

Payments -

Vehicle Received: 2/2/2021

Customer Number : 10126

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the cost of repairs thereon. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the total cost of repair.

Signature _____ Date _____

Email Address: 75mcneilly@mcneillyautomotive.com



ROHRICH

AUTOMOTIVE GROUP.
Phone (412) 344-6012

2020 West Liberty Avenue

Pittsburgh, PA 15226

CELL: 412-568-8891

| | | | | | |
|---------------------|--|---------------------|-----------------|-----------------------|------------------------|
| CUSTOMER NO. 165093 | ADVISOR Kayla Sims | 4293 | TAG NO. 076 | INVOICE DATE 02/11/21 | INVOICE NO. TOCS718844 |
| [REDACTED] | LABOR RATE | LICENSE NO. | MILEAGE 200,254 | COLOR | STOCK NO. |
| | YEAR / MAKE / MODEL 07/TOYOTA TRUCK/RAV4/4DR 4WD 4CYL LT | | | DELIVERY DATE | DELIVERY MILES |
| | VEHICLE ID. NO. J T M B D 3 1 V 3 7 5 0 6 5 6 3 9 | | | SELLING DEALER NO. | PRODUCTION DATE |
| | R.T.E. NO. | | R.O. NO. | R.O. DATE 02/09/21 | |
| RESIDENCE PHONE | BUSINESS PHONE | COMMENTS MO: 200255 | | | |

JOB# 1 CHARGES

LABOR
 07/07/2021/AG STEERING DIAGNOSIS HOURS 1.35 TECH(S) 3992 416.33
 STEERING REPAIR DIAGNOSIS; CUSTOMER STATES STEERING RACK
 IN-OP. PLEASE ADVISE
 WAS ADVISED THAT RACK NEEDS REPLACED
 CHECK AND ADVISE 1ST
 POWER STEERING NOISEY AND HARD TO TURN
 ADVISED LEFT TREAR COIL SPRING IS BROKE AND
 LEFT REAR SHOCK LEAKING
 RIGHT INNER TIE ROD IS LOOSE
 STEERING INTERMEDIATE SHAFT WORN/NOISEY
 COOLANT T OFF HEAD FOR HEATER HOSE LEAKING
 REPLACED POWER STEERING RACK AND PINION

| PARTS | QTY | FP NUMBER | DESCRIPTION | UNIT PRICE |
|-------------|-----|-------------|-------------------|------------|
| | 1 | 45510-42230 | GEAR ASSY, STEERI | 716.47 |
| TOTAL PARTS | | | | 716.47 |

JOB# 1 TOTALS

| | |
|--|----------------|
| LABOR | 416.33 |
| PARTS | 716.47 |
| JOB# 1 JOURNAL PREFIX TOCS JOB# 1 TOTAL | 1132.80 |

JOB# 2 CHARGES

LABOR
 07/14/2021/ELOORMAT INSPECT MATS HOURS 0.00 TECH(S) 3992 0.00
 INSPECT DRIVERS FLOOR MAT FOR PROPER INSTALLATION
 REMOVE ALL AFTERMARKET OR STACKED MATS

JOB# 2 TOTALS

| | |
|--|-------------|
| JOB# 2 JOURNAL PREFIX TOCS JOB# 2 TOTAL | 0.00 |
|--|-------------|

JOB# 3 CHARGES

LABOR
 07/22/2021/ALIGN 4 WHEEL ALIGNMENT HOURS 1.60 TECH(S) 3992 109.95
 PRECISION FOUR WHEEL ALIGNMENT INCLUDING NECESSARY
 ADJUSTMENTS TO CAMBER, CASTER, AND TOE-IN ANGLES.
 ALIGNED FRONT TO SPEC
 CANT GET REAR INTO SPEC DUE TO
 OTHER SUSPENSION THAT NEEDS REPLACED

JOB# 3 TOTALS

| | |
|--|---------------|
| LABOR | 109.95 |
| JOB# 3 JOURNAL PREFIX TOCS JOB# 3 TOTAL | 109.95 |

ESTIMATE
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$1330.00 (+TAX)

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Thank You

TERMS:
 STRICTLY CASH UNLESS ARRANGEMENTS MADE

IF YOU ARE NOT COMPLETELY SATISFIED PLEASE CONTACT

Kayla Sims



ROHRICH

AUTOMOTIVE GROUP.
Phone (412) 344-6012

2020 West Liberty Avenue

Pittsburgh, PA 15226

CELL: 412-568-8891

| | | | | | |
|--|--------------------|--------------------|-----------------|-----------------------|------------------------|
| CUSTOMER NO. 165093 | ADVISOR Kayla Sims | 4293 | TAG NO. 076 | INVOICE DATE 02/11/21 | INVOICE NO. T0CS718844 |
| LABOR RATE | | LICENSE NO. | MILEAGE 200,254 | COLOR | STOCK NO. |
| YEAR / MAKE / MODEL 07 / TOYOTA TRUCK / RAV4 / 4DR 4WD 4CYL LT | | DELIVERY DATE | | DELIVERY MILES | |
| VEHICLE ID NO. J T M B D 3 1 V 3 7 5 0 6 5 6 3 9 | | SELLING DEALER NO. | | PRODUCTION DATE | |
| R.T.E. NO. | | P.O. NO. | | R.O. DATE 02/09/21 | |
| RESIDENCE PHONE | BUSINESS PHONE | COMMENTS | | | |
| | | MO: 200255 | | | |

COMMENTS- 412 568 8891

TOTALS-----

 * NEXT RECOMMENDED SERVICE:
 * 02/09/2021 / 200256 MI 14TOZFLOORMAT INSPECT MATS

| | | |
|--------------------------|-------------------------|----------------|
| ROHRICH TOYOTA | TOTAL LABOR . . . | 526.28 |
| 2020 WEST LIBERTY AVENUE | TOTAL PARTS . . . | 716.47 |
| PITTSBURGH, PA 15226 | TOTAL SUBLET . . . | 0.00 |
| (412) 344-6012 | TOTAL G.O.G. . . . | 0.00 |
| | TOTAL MISC CHG. . . | 0.00 |
| | TOTAL MISC DISC . . | 0.00 |
| | TOTAL TAX | 87.00 |
| | TOTAL INVOICE \$ | 1329.75 |

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Thank You

CUSTOMER SIGNATURE

\$800.00 cash

BALANCE \$529.75

TERMS:
STRICTLY CASH UNLESS ARRANGEMENTS MADE

IF YOU ARE NOT COMPLETELY SATISFIED PLEASE CONTACT

Kayla Sims

Knorrs Automotive Inc
 341 E Main Street
 Carnegie, PA 15108
 Phone: 412-276-6411 Fax: 412-276-6411

INVOICE

9310

INVOICE

Date: 02/19/2021

2007 Toyota - RAV4 - 2.4L, In-Line4 (144CI) VIN(D)
 Lic #: KZF0805 Odometer In : 209552

VIN #: JTMBD31V3 75065639

| Part Description / Number | Qty | Sale | Ext | Labor Description | Ext |
|---|------|------|------|--|--------|
| Right Rear Coil Spring (Customer Supplied) 321 | 1.00 | 0.00 | n/c | COIL SPRING - Remove & Replace - Rear, Right Side - [Includes: Calibration] - [Includes: Bleed Brake System (where applicable). DOES NOT include alignment.] | 132.60 |
| Stabilizer Link (Customer Supplied) 321 | 1.00 | 0.00 | n/c | STABILIZER BAR CONTROL LINK - Remove & Replace - One Side | n/c |
| Shop Supplies Fee | | | 0.99 | *VEHICLE NEEDS TWO REAR EMERGENCY BRAKE CABLES Hazardous Materials Fee | 4.00 |

Org Estimate 147.22 Revisions 0.00 Current Estimate 147.22

| | |
|-----------|----------|
| Labor: | 132.60 |
| Parts: | 0.99 |
| HazMat: | 4.00 |
| SubTotal: | 137.59 |
| Tax: | 9.63 |
| Total: | 147.22 |
| Bal Due: | \$147.22 |

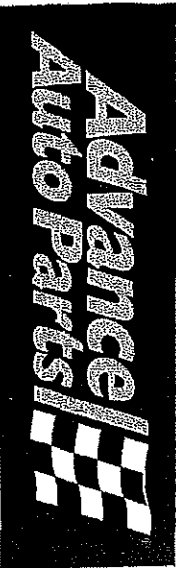
Vehicle Received: 2/19/2021

Customer Number: 1618

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on new parts and labor is one year or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature _____ Date _____

Email Address: knorrsautoinc@gmail.com



Shipment Receipt
Customer Copy

Order#: 134594326
Order Date: 4/09/21
Ref: 0052763168

PAGE: 1
4/10/21

2 Moog Chassis Parts

RK621848

Control Arm and Ball Joint Assembly
LIMITED LIFETIME REPLACEMENT

Customer Service may be reached at: 877-238-2623 --OR-- shop.advanceautoparts.com

Separate this form along perforation. Keep top copy for your records. Include bottom copy with return.

Return Copy

(See Reverse For Return Instructions)

Sold to:



Ship to:



Order#: 134594326
Order Date: 4/09/21
Ref: 0052763168

Moog Chassis Parts

RK621848



ADVANCEAUTOPARTS.COM
9755 COMMERCE CIRCLE
KUTZTOWN
PA 19530-8579
ORD: 134594326

Knorrs Automotive Inc
 341 E Main Street
 Carnegie, PA 15106
 Phone: 412-276-6411 Fax: 412-276-6411

INVOICE

9882

INVOICE

Date: 04/15/2021

2007 Toyota - RAV4 - 2.4L, In-Line4 (144CI) VIN(D)
 Lic # : KZF0805 Odometer In : 210623

VIN# : JTMBD31V3 75065639

Home [Redacted]

| Part Description / Number | Qty | Rate | Ext | Labor Description | Ext |
|--|------|------|------|--|--------|
| STRUT ROD/CUSTOMER SUPPLIED 48710-42020 | 2.00 | 0.00 | n/c | ALIGNMENT TOE REAR END OF VEHICLE IS NOT ADJUSTABLE | 79.00 |
| Shop Supplies Fee | | | 0.99 | STRUT ROD - Remove & Replace - Both, No. 1 - [DOES NOT include adjust toe-in Includes: Calibration] | 242.20 |
| | | | | Hazardous Materials Fee | 4.00 |

Org Estimate 349.02 Revisions 0/00 Current Estimate 349.02

| | |
|-----------|----------|
| Labor: | 321.20 |
| Parts: | 0.99 |
| HazMat: | 4.00 |
| SubTotal: | 326.19 |
| Tax: | 22.83 |
| Total: | 349.02 |
| Bal Due: | \$349.02 |

Vehicle Received: 4/15/2021

Customer Number: 1618

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein fixed on street, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on new parts and labor is one year or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature _____

Date _____

Email Address: knorrsautoinc@gmail.com

CUSTOMER #: 36892

210448

Shenango Honda

3965 East State Street
Hermitage, PA 16148

INVOICE

PAGE 1

(724) 981-7106 • 800-868-0849 • Fax (724) 981-22

www.shenangohonda.com

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 74 RACHAEL D REPKO

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE / REG. # | MILEAGE IN / OUT | TAG |
|-------------|------------|------------|-------------------|------------------|------------------|-----------|
| | 07 | HONDA CRV | JHLRE38797C003874 | | 177183/177183 | T323 |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | PAYMENT | INV. DATE |
| 01JAN07 DE | | | WAIT 27MAY22 | | CASH | 27MAY22 |
| R.O. OPENED | READY | OPTIONS: | DLR: 207540 | | | |

14:27 27MAY22 16:04 27MAY22

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|------|--------|------|------|-------|------|-----|-------|
|------|--------|------|------|-------|------|-----|-------|

A C/S: CUSTOMER JUST BOUGHT VEHICLE PLEASE LOOK OVER AND ADVISE 60.

Z LOOKED OVER VEHICLE AND RAN CAR FAX.

| | | | | | | | |
|--------|------|--------|-------|--------|------|---------------|-------|
| PARTS: | 0.00 | LABOR: | 60.00 | OTHER: | 0.00 | TOTAL LINE A: | 60.00 |
|--------|------|--------|-------|--------|------|---------------|-------|

CUSTOMER HAS CONCERN ON WATER LEAK ADVISE TO SEE MIKE (WATER DOCTOR)

330-314-8143

LICENSE PLATE BULB OUT (FAIL)

WIPER BLADES (FAIL)

TRANSMISSION FLUID DARK

AIR AND CABIN FILTER

ROTORS ARE RUSTY

FT EXHAUST FLANGE AT CAT RUSTY

REAR EXHAUST FLANGE RUSTY AT MUFFLER

WAIT CREATED 2022-05-25

03:02:00PM TAKEN BY RAC HAEL

REPKO

DEAR VALUED CUSTOMER - YOU MAY RECEIVE A QUESTIONNAIRE FROM HONDA. WOULD YOU PLEASE CALL US FIRST IF YOU CANNOT SELECT THE HIGHEST SCORE OF "EXCELLENT" BEFORE RETURNING YOUR SURVEY. THANK YOU YOUR SERVICE TEAM.

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received the opportunity to inspect any replaced parts as requested by you. The vehicle

*Thank You
For Your
Business!*

ALL PARTS ARE NEW UNLESS OTHERWISE

| DESCRIPTION | TOTALS |
|-----------------|--------|
| LABOR AMOUNT | 60.00 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 60.00 |
| LESS INSURANCE | 0.00 |



Steubenville Pike Auto
 6014 Steubenville Pike
 Robinson Township, PA. 15136
 Phone: 412-787-9800 Fax: 412-787-3230
 It is always our pleasure to serve you

INVOICE

37224

INVOICE

Printed Date: 04/05/2023. Work Completed: 03/02/2023

2009 Chrysler - Town & Country Touring - 3.8L, V6 (231CI) VIN:
 Lic #: LNF2513 Odometer In: 140163
 Odometer Out: 140166
 VIN #: 2A8HR5413 GR521363

| Part Description / Number | Qty | Sale | Ext | Labor Description | Hours | Ext |
|--|------|--------|--------|--|-------|--------|
| CALIPER - Front,Left 68003697AC | 1.00 | 125.18 | 125.18 | INSPECTION REPAIRS, STICKER - DROP | | |
| CALIPER - Front,Right 68003707AC | 1.00 | 125.18 | 125.18 | CALIPER - Remove & Replace - Both,Front or Rear - [Includes: Bleed Brake System.] | 1.50 | 167.50 |
| DISC ROTOR - Front,Standard - [Less Hub.] 4779783AB | 2.00 | 90.20 | 180.40 | DISC ROTOR - Remove & Replace - Front,Both Sides - [Includes: Replace Pads (if necessary). DOES NOT include refinishing.] | 1.00 | 105.00 |
| BRAKE SHOES &/OR PADS - Front,Pads 68093323AC | 1.00 | 74.88 | 74.88 | CALIPER - Remove & Replace - Rear - [Includes: Bleed Brake System.] | 1.50 | 167.50 |
| CALIPER - Rear,Left 68029849AE | 1.00 | 149.02 | 149.02 | DISC ROTOR - Remove & Replace - Rear,Both Sides - [Includes: Replace Pads (if necessary). DOES NOT include refinishing.] | 1.00 | 105.00 |
| CALIPER - Rear,Right 68029848AE | 1.00 | 149.02 | 149.02 | VALVE COVER GASKET - Remove & Replace - 3.8L Eng Both Sides | 3.00 | 315.00 |
| DISC ROTOR - Rear - [Less Hub.] 4721998AB | 2.00 | 81.00 | 162.00 | State Insp. Passenger Car - FREE REATEST | | nc |
| BRAKE SHOES &/OR PADS - Rear,Pads 68029887AB | 1.00 | 74.78 | 74.78 | Emissions Sticker: IM3-3035259 Safety Sticker: AB-3916767 Exp: 03/2024 ALL STATE INSURANCE COMPANY Policy: 000 007 935 - Exp Date: 01/30/2023 Brakes: LF(8B) LR(8B) RF(8B) RR(8B) Tires: LF(6) LR(4) RF(4) RR(6) Previous Odometer: 136602 | | |
| VALVE COVER GASKET - Each 4648987AA | 1.00 | 47.48 | 47.48 | EVERYTHING AND MORE TO BE DONE TO PASS INSPECTION. | | |
| Annual Inside Safety Sticker AI STICKER | 1.00 | 9.00 | 9.00 | THESE THINGS ARE STILL NOTED: | | |
| Shop Supplies | | | 30.00 | BOTH LINES COMING OUT OF TRACK LEAKING UPPER AND LOWER OIL PAN GASKETS LEAKING - VERY LARGE RIGHT FRONT BODY HAS A LOT OF DAMAGE - DOES NOT FAIL Hazardous Materials | | 5.00 |

[Payments Viaz - \$2,110.36]

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I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees, permission to operate the car to test parts and to use any and all tools and equipment for the purpose of testing and/or inspection. An express warranty is hereby given that the work will be done to the best of our ability to provide the amount of repairs thereto. Warranty on parts and labor is two years or 24,000 miles, (90 days on electrical). Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

| | |
|-----------|------------|
| Labor: | 840.00 |
| Parts: | 1,127.30 |
| Hazardous | 5.00 |
| Sub: | 1,972.30 |
| Tax: | 138.06 |
| Total: | \$2,110.36 |
| Bal Due: | \$0.00 |

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Vehicle Returned: 4/5/2023

Customer Number: 331

Signature

Date

Visit us on the web: www.SteubenvillePike.com

Email Address: skunkette@steubenvillepike.com



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL MICHELLE A.
HENRY,

Plaintiff,

v.

NORTH HILLS AUTO MALL, INC. and
REGIS MANNKE, Individually and as President of
North Hills Auto Mall, Inc.,

Defendants.

CIVIL DIVISION

Code 020 - Equity

No. _____

CERTIFICATE OF COMPLIANCE

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

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 6/9/23

By: Jaimie George
Jaimie L. George (PA ID No. 309368)
Deputy Attorney General

For the Commonwealth