

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,

Petitioner,

v.

SEGTAf AUTOMOBILE, LLC d/b/a MIMI'S
USED CARS & FOREIGN CARS a/d/b/a
SEGTAf AUTO SALES a/d/b/a SEGTAf
SEGTAf,

and

TAOFEEK OYEKANGUN a/k/a SEUN
WOSHO a/k/a AYOMILEKAN OGIKE a/k/a
SCOTT WEBER a/k/a AYINKE OGUNSOLA,
Individually and as Managing Member of
Segtaf Automobile, LLC,

Defendants.

CIVIL DIVISION

Code 020 – Equity

Case No. _____

COMPLAINT

Filed on Behalf of Petitioner:

COMMONWEALTH OF
PENNSYLVANIA BY ATTORNEY
GENERAL MICHELLE A. HENRY

Counsel of Record for this Party:

Kevin R. Green (PA ID No. 321643)
Deputy Attorney General
Phone: 412-235-9078
Email: kgreen@attorneygeneral.gov

Jesse F. Harvey (PA ID No. 63435)
Chief Deputy Attorney General
Phone: 412-565-2883
Email: jharvey@attorneygeneral.gov

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

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

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Phone: (412) 261-5555
<https://www.getapittsburghlawyer.com/>

Date: 08/08/2024

By:



Kevin R. Green (PA ID No. 321643)
Deputy Attorney General
Phone: 412-235-9078
Email: kgreen@attorneygeneral.gov

Jesse F. Harvey (PA ID No. 63435)
Chief Deputy Attorney General
Phone: 412-565-2883
Email: jharvey@attorneygeneral.gov

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

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COMPLAINT

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry (“Commonwealth” or “Plaintiff”), and brings this action against Segtaf Automobile, LLC d/b/a Mimi’s Used Cars & Foreign Cars a/d/b/a Segtaf Auto Sales a/d/b/a Segtaf Segtaf (“Corporate Defendant”) and Taofeek Oyekangun a/k/a Seun Wosho a/k/a Ayomilekan Ogike a/k/a Scott Weber a/k/a Ayinke Ogunsola, Individually and as Managing Member of Segtaf Automobile, LLC (“Individual Defendant” and when referred to collectively with Corporate

Defendant, “Defendants”). In support of this action, the Commonwealth respectfully represents the following:

1. The Commonwealth 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.

2. Section 201-4 of 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. 73 P.S. §§ 201-3 and 201-4.

3. The Commonwealth has reason to believe that the 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.

4. The Commonwealth believes that the public interest is served by seeking before this Honorable Court injunctive relief to restrain the Defendants’ unlawful methods, acts and practices set forth herein.

5. The Commonwealth further requests restitution, civil penalties, costs and other appropriate equitable relief to redress the harm inflicted upon the Commonwealth’s citizenry through Defendants’ violations of the Consumer Protection Law.

JURISDICTION

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

VENUE

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

THE PARTIES

8. 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 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

9. Corporate Defendant is a domestic limited liability company that is registered in New Jersey with a registered business location at 330 E. Commerce Avenue, Suite #601, Bridgeton, New Jersey 08302.

10. Corporate Defendant is not registered as a foreign association with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Corporations Bureau”).

11. Individual Defendant is the sole owner and Managing Member of Corporate Defendant, and an adult individual with a residential address of 3300 Allendale Street, Pittsburgh, Allegheny County, Pennsylvania 15204.

BACKGROUND

12. At all times relevant and material hereto, Defendants have engaged in trade or commerce in Pennsylvania by advertising, marketing, offering for sale, selling, and/or negotiating the retail sale of used motor vehicles to Pennsylvania consumers

13. At all times relevant and material hereto, Defendants have not, and did not, secure a dealer or salesperson license through the Pennsylvania Department of State's State Board of Vehicle Dealers, Manufacturers and Salespersons ("State Board") prior to offering for sale and/or selling used motor vehicles in Pennsylvania.

14. Indeed, in 2021, Individual Defendant pled guilty to four (4) separate counts of violating the Pennsylvania *Board of Vehicles Act*, 63 P.S. § 818.101, *et seq.* ("Vehicles Act") through the unlicensed sale of numerous motor vehicles in Pennsylvania. *See Allegheny Docket Nos.* MJ-05306-NT-0000494-2021, MJ-05306-NT-0000493-2021, MJ-05306-NT-0000492-2021, and MJ-05306-NT-0000491-2021.

15. At all times relevant and material hereto, Corporate Defendant has not, and did not, register as a foreign association with the Corporations Bureau prior to engaging in trade or commerce in Pennsylvania.

16. At all times relevant and material hereto, Corporate Defendant, through Individual Defendant, advertised, offered for sale, and sold used motor vehicles in Pennsylvania under their individual and business names, as well as through the fictitious names "Mimi's Used Cars & Foreign Cars," "Segtaf Auto Sales," and "Segtaf Segtaf."

17. "Mimi's Used Cars & Foreign Cars," "Segtaf Auto Sales," and "Segtaf Segtaf," are not businesses registered with the Corporations Bureau.

18. "Mimi's Used Cars & Foreign Cars," "Segtaf Auto Sales," and "Segtaf Segtaf" are merely fictitious names used by Defendants for purposes advertising, offering for sale, and selling used motor vehicles in Pennsylvania.

19. Defendants have not registered the fictitious names "Mimi's Used Cars & Foreign Cars," "Segtaf Auto Sales," and "Segtaf Segtaf" with the Corporations Bureau.

20. Separately, when selling used motor vehicles through Corporate Defendant, Individual Defendant used multiple aliases including: “Seun Wosho,” “Ayomilekan Ogike,” “Scott Weber,” and “Ayinke Ogunsola.”

21. At all times relevant and material hereto, Individual Defendant, with actual and constructive knowledge, authored, approved, endorsed, formulated, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted.

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

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

FACTS

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

Defendants’ Unlicensed Sale of Used Motor Vehicles in Pennsylvania

25. At all times relevant and material hereto, Defendants, utilizing Corporate Defendant’s used motor vehicle dealer license issued by the New Jersey Motor Vehicle Commission, have purchased, and continue to purchase, used motor vehicles from automobile auctions in Pennsylvania, and elsewhere, for the purpose of resale to consumers in Pennsylvania.

26. At all times relevant and material hereto, Defendants have engaged, and continue to engage, in trade or commerce within the Commonwealth of Pennsylvania by advertizing, marketing, offering for sale, negotiating the sale of, and selling numerous used motor vehicles to Pennsylvania consumers.

27. More specifically, from January of 2022 until at least approximately October of 2023, Defendants, doing business as “Mimi’s Used Cars & Foreign Cars,” advertised, marketed, offered for sale, and sold used motor vehicles to Pennsylvania consumers at a physical lot located at 2107 West Run Road, Munhall, Pennsylvania 15120. *True and correct photographs of Defendants’ “Mimi’s Used Cars & Foreign Cars” sales location as of August 28, 2023, are attached hereto and incorporated herein as “Exhibit A.”*

28. Additionally, at all times relevant and material hereto, Defendants have advertised, marketed, offered for sale, and sold numerous used motor vehicles to Pennsylvania consumers through Facebook Marketplace website under Individual Defendant’s “Seun Wosho” “Ayomilekan Ogike,” “Scott Weber,” and “Ayinke Ogunsola” Facebook accounts.

29. Over the last four years, Defendants, through the “Seun Wosho” Facebook account, advertised, marketed, offered for sale, and/or sold at least 95 used motor vehicles in Pennsylvania on Facebook Marketplace. *True and correct exemplars of the Facebook profile of “Seun Wosho,” as of August 30, 2023, and the and Marketplace listings for “Seun Wosho” as of June 26, 2023, with personal identifiable information redacted, are attached hereto and incorporated herein as “Exhibit B-1” and “Exhibit B-2” respectively.*

30. Since 2023, Defendants, through their “Ayomilekan Ogike” Facebook account, have also advertised, marketed, offered for sale, and/or sold at least seven (7) used motor vehicles in Pennsylvania on Facebook Marketplace. *True and correct exemplars of the Facebook profile and Marketplace listings for “Ayomilekan Ogike,” as of May 9, 2024, with personal identifiable information redacted, are attached hereto and incorporated herein as “Exhibit C-1” and “Exhibit C-2,” respectively.*

31. Since 2023, Defendants, through their “Segtaf Segtaf” or “Segtaf Auto Sales” Facebook account, have also advertised, marketed, offered for sale, and/or sold at least eight (8) used motor vehicles in Pennsylvania on Facebook Marketplace. *True and correct exemplars of the Facebook profile and Marketplace listings for “Segtaf Segtaf” or “Segtaf Auto Sales,” as of May 9, 2024, are attached hereto and incorporated herein as “Exhibit D-1” and “Exhibit D-2,” respectively.*

32. Since at least May of 2023, Defendants, through the “Scott Weber” Facebook account, have also advertised, marketed, offered for sale, and/or sold at least at least four (4) used motor vehicles in Pennsylvania on Facebook Marketplace. *True and correct exemplars of the Facebook profile and Marketplace listings for “Scott Weber,” as of June 3, 2024, are attached hereto and incorporated herein as “Exhibit E-1” and “Exhibit E-2,” respectively.*

33. Since at least June of 2024, Defendants, through the “Ayinke Ogunsola” Facebook account, have also advertised, marketed, offered for sale, and/or sold at least at least two (2) used motor vehicles in Pennsylvania on Facebook Marketplace. *True and correct exemplars of the Facebook profile and Marketplace listings for “Ayinke Ogunsola,” as of June 27, 2024, are attached hereto and incorporated herein as “Exhibit F-1” and “Exhibit F-2,” respectively.*

34. Neither of the Defendants have ever secured a license with the State Board to act as a dealer or salesperson of used motor vehicles in the Commonwealth of Pennsylvania.

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

35. At all times relevant and material hereto, Defendants have advertised, offered for sale, and sold numerous used motor vehicles in Pennsylvania.

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

37. Notwithstanding Defendants' above-described representations, in at least two (2) instances, Defendants sold motor vehicles that were not roadworthy and failed to specifically disclose, prior to sale, if the following conditions existed in a motor vehicle that were known or should have been known by Defendants:

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

38. In at least two (2) instances, Defendants were provided notice of a non-roadworthiness issue, but then failed to adequately repair the vehicle, issue a full refund to the purchaser, or provide a replacement vehicle to the purchaser promptly thereafter.

Defendants' Unfair and Deceptive "As Is" Representations

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

40. In connection with the sale of numerous motor vehicles, Defendants have made conflicting written and verbal guarantees, representations, or warranties for vehicles purportedly sold "As Is" and without warranty.

41. In connection with the sale of numerous motor vehicles, Defendants have used the term "As Is" when selling motor vehicles, but have not prominently affixed to any motor vehicle's

window the following notice in 20-point bold type so as to be easily read from the outside: “This vehicle is sold *without any warranty*. The purchaser will bear the *entire expense* of repairing or correcting any defects that presently exist and/or may occur in the motor vehicle unless the salesperson promises *in writing* to correct such defect or promises *in writing* that certain defects do not exist.”

42. In connection with the sale of numerous motor vehicles, Defendants used the term “As Is” in connection with the sale of motor vehicles, but did not affix to the window of motor vehicles offered for sale a Federal Trade Commission “Buyers Guide” marked “As Is” and displayed in such a fashion that both sides were readily readable. *See, e.g., Exhibit A.*

Examples of Defendants’ Unfair and Deceptive Acts and Practices

43. The Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection (“Bureau”), has received numerous complaints from Pennsylvania consumers against Defendants indicating that they have engaged in unfair and deceptive acts and practices in violation of the Pennsylvania *Automotive Industry Trade Practices* regulations, 37 Pa. Code § 301.1, *et seq.* (“Auto Regulations”) and the Consumer Protection Law.

44. The following are examples of what has been alleged in such complaints submitted by consumers to the Bureau.

45. Consumer A

- a. On March 21, 2023, an Allegheny County consumer (“Consumer A”) purchased an “as is” 2005 Ford Freestyle from Defendants for \$2,500.00, and thereafter paid an additional \$337.00 in sales tax and title/registration fees. *A true and correct copy of Consumer A’s vehicle purchase contract, electronic payment receipt, and title-transfer receipt for the 2005 Ford*

Freestyle, with personal identifiable information redacted, are attached hereto and incorporated herein as “Exhibit G-1” through “Exhibit G-3,” respectively.

- b. Defendants advertised the 2005 Ford Freestyle as having “no significant damage or problems,” being a “[v]ery reliable car,” that the “engine and transmission is excellent,” and that the “car run and drive clean[.]” *A true and correct copy of the advertised description provided by Consumer A to the Bureau for the 2005 Ford Freestyle, with personal identifiable information redacted, is attached hereto and incorporated herein as “Exhibit G-4.”*
- c. Consumer A alleges that, one (1) day after purchasing the vehicle, Consumer A discovered significant rust issues on the vehicle’s underbody, including the vehicle’s chassis being severely corroded to the point that the vehicle’s rear axle was no longer fully connected from the vehicle’s chassis. *True and correct photographs supplied by Consumer A to the Bureau of the 2005 Ford’s underbody are attached hereto and incorporated herein as “Exhibit G-5.”*
- d. Consumer A alleges that Defendant did not disclose any material issues with the 2005 Ford Freestyle prior to sale.
- e. Consumer A attempted to contact Defendants, without success, and later sold the vehicle to a salvage yard for \$450.00.

46. **Consumer B**

- a. On September 9, 2022, a Cambria County consumer (“Consumer B”) purchased a 2007 Honda Pilot from Defendants for \$2,500.00. The 2007 Honda Pilot was sold to Consumer B with 210,444 miles on the odometer.
- b. Defendants advertised the 2007 Honda Pilot as having “no significant damage or problems,” being a “[v]ery reliable suv,” that the “engine and transmission shift great,” and that the vehicle “will pass pa inspection[.]” *A true and correct copy of the advertised description provided by Consumer B to the Bureau for the 2007 Honda Pilot is attached hereto and incorporated herein as “Exhibit H-1.”*
- c. Consumer B alleges that, three (3) days after purchasing the vehicle from Defendants, Consumer B discovered significant rust on the vehicle underbody and that the vehicle’s frame was corroded and cracked. *True and correct photographs supplied by Consumer A to the Bureau of the 2007 Honda Pilot’s underbody, and taken on September 15, 2022, are attached hereto and incorporated herein as “Exhibit H-2.”*
- d. When Consumer B attempted to contact Defendants about the vehicle’s undisclosed issues, Defendants responded that the vehicle was sold “as is.”
- e. Later, for the vehicle to pass Pennsylvania State Inspection, Consumer B took the vehicle to a mechanic who repaired the vehicle for a total \$1,551.15, including repairs to the vehicle’s suspension stabilizer bar link kit, suspension shock absorbers rear spindle, disc brake caliper bracket. *A true and correct copy of Consumer B’s mechanic invoice dated April 17,*

2023, with personal identifiable information redacted, is attached hereto and incorporated herein as “Exhibit H-3.”

- f. Consumer B further alleges that the mechanic further welded the vehicles frame so that the vehicle would pass Pennsylvania State Inspection.
- g. At the time of the Pennsylvania State Inspection repair, the vehicle had only been driven a total of 334 miles by Consumer B.

47. 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.

48. 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.

49. 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.

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

CAUSES OF ACTION

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW

(Defendants’ Unlicensed Sale of Used Motor Vehicles in Pennsylvania)

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

52. Pursuant to Section 818.303 of the Vehicles Act, it is unlawful for any person to engage in the business of a motor vehicle “dealer” or “salesperson” within the Commonwealth of Pennsylvania, or to engage in said business for his own benefit or profit, unless the person has secured a license from the State Board. 63 P.S. § 818.303(a).

53. The Vehicles Act defines the term “Dealer” as “[a] person required to be licensed under this act who is engaged in the business of buying, selling or exchanging new or used vehicles or an interest in new or used vehicles, regardless of whether the vehicles are owned by that person. . . . A used vehicle dealer . . . is a person engaged in the business of buying, selling or exchanging used vehicles, trailers or semitrailers for commission, compensation or other consideration.” 63 P.S. § 818.102.

54. The Vehicles Act defines “Salesperson” as “[a]ny person who, for a commission, compensation or other consideration, is employed by a dealer to buy, sell or exchange one or more new or used vehicles.” 63 P.S. § 818.102.

55. The Vehicle Act defines “Person” as “Any individual, corporation, partnership, association or other entity foreign or domestic.” 63 P.S. § 818.102.

56. The Vehicles Act’s license and registration requirements apply to any person that sells five or more motor vehicles within the Commonwealth of Pennsylvania in one calendar year. 63 P.S. § 818.325(3).

57. In numerous instances, Defendants engaged in business as a motor vehicle dealer and/or engaged in the business of selling motor vehicles for their own benefit or profit, within this Commonwealth, and without securing a license issued by the State Board, in violation of the Vehicles Act.

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

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

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

60. 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. Enjoining Defendants from engaging in the business of buying, selling or exchanging vehicles in Pennsylvania for commission, compensation or other consideration until such time as Defendants secure a license, as required by the Vehicles Code, by the State Board;

- F. Further enjoining Defendants from engaging in the business of buying, selling or exchanging vehicles in Pennsylvania for commission, compensation or other consideration until Defendants pay, in full, all restitution, civil penalties, and costs ordered by the Court in this action;
- G. Directing Defendants to pay the Commonwealth for the costs of its prosecution of this action; and
- H. Granting such other relief as the Court deems necessary and appropriate.

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

***(Defendants’ Unfair and Deceptive Marketing, Advertising and Sale of
Non-Roadworthy Vehicles)***

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

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

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

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

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

66. 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).

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

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

- a. Frame bent, cracked or twisted;
- b. Engine block or head cracked;
- c. Vehicle unable to pass State inspection;
- d. Transmission damaged, defective or so deteriorated as to require replacement;
- e. Vehicle flood damaged; and
- f. Differential damaged, defective or so deteriorated as to require replacement.

37 Pa. Code § 301.2(5).

69. 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.

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

- a. Frame bent, cracked or twisted;
- b. Engine block or head cracked;
- c. Vehicle unable to pass State inspection;
- d. Transmission damaged, defective or so deteriorated as to require replacement;
- e. Vehicle flood damaged; and/or
- f. Differential damaged, defective or so deteriorated as to require replacement.

71. With respect to Paragraphs 67 and 68, above, specific examples of Defendants' conduct are set forth at Paragraphs 43 and 44 of this Complaint, and their respective exhibits, setting forth the allegations of two (2) consumers who purchased vehicles with severe rust and/or rot damage, or whose vehicle broke down shortly after they purchased the vehicle from Defendants.

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

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

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

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

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

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

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

77. 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 prosecution of this action; and
- G. Granting such other relief as the Court deems necessary and appropriate.

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

(Defendants’ Unfair, Deceptive, and Contradicting “As Is” Representations)

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

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

80. 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).

81. Section 301.4(9) of the Auto Regulations declares it is an unfair method of competition and unfair or deceptive act or practice to attempt to exclude the implied warranties of merchantability and fitness for a particular purpose in the sale of a motor vehicle purchased primarily for personal, family or household purposes unless the following notice in at least 20-point bold type is prominently affixed to a window in the motor vehicle so as to be easily read from the outside and is brought to the attention of the prospective purchaser by the seller:

This vehicle is sold *without any warranty*. The purchaser will bear the *entire expense* of repairing or correcting any defects that presently exist and/or may occur in the motor vehicle unless the salesperson promises *in writing* to correct such defect or promises *in writing* that certain defects do not exist.

37 Pa. Code § 301.4(9).

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

83. Moreover, pursuant to the Federal Trade Commission’s promulgated *Used Motor Vehicle Trade Regulation Rule*, 16 C.F.R. Part 455 (“FTC Rule”), before offering a used vehicle for sale to a consumer, a used vehicle dealer must prepare, fill in as applicable and display on that vehicle a Federal Trade Commission “Buyers Guide,” which shall be displayed prominently and conspicuously in any location on a vehicle and in such a fashion that both sides are readily readable. 16 C.F.R. § 455.2(a) and (a)(1).

84. As pertinent, the FTC Rule further defines a “dealer” as any person or business which sells or offers for sale a used vehicle after selling or offering for sale five (5) or more used vehicles in the previous twelve months. 16 C.F.R. § 455.1(d)(3).

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

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

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

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

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

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

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

92. Defendants have also violated the FTC Rule in numerous instances by failing to display a Federal Trade Commission “Buyers Guide” on used vehicles before offering said vehicle for sale to consumers. 16 C.F.R. § 455.2(a) and (a)(1).

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

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

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

95. 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 prosecution of this action; and
- G. Granting such other relief as the Court deems necessary.

COUNT IV - VIOLATIONS OF THE CONSUMER PROTECTION LAW

(Failing to Register Foreign Entity in Pennsylvania)

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

97. With limited exceptions that are not applicable here, the Pennsylvania *Associations Code*, 15 Pa.C.S. § 101, *et seq.* (“Associations Code”), declares that “a foreign filing association or foreign limited liability partnership may not do business in this Commonwealth until it registers with the [Corporations Bureau] under this chapter.” 15 Pa.C.S. § 411.

98. Corporate Defendant, through Individual Defendant, conducted business in Pennsylvania without first registering as a foreign association with the Corporations Bureau, as required by 15 Pa.C.S. § 411.

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

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

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

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

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

101. 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 for this Honorable Court to issue an Order:

- A. Declaring the Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing the Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- D. Directing Defendants to pay the Commonwealth for the costs of its prosecution of this action; and

E. Granting such other relief as the Court deems necessary and appropriate.

COUNT V – VIOLATIONS OF THE CONSUMER PROTECTION LAW

(Failing to Register Fictitious Name)

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

103. With limited exceptions that are not applicable here, the Pennsylvania *Fictitious Names Act*, 54 Pa.C.S. § 301, *et seq.* (“Fictitious Names Act”), declares that “any entity which either alone or in combination with any other entity conducts any business in this Commonwealth under or through any fictitious name shall register the fictitious name under this chapter and shall amend such registration whenever necessary to maintain the accuracy of the information disclosed thereby.” 54 Pa.C.S. § 303(b).

104. Defendants conducted business under the fictitious names “Mimi’s Used Cars & Foreign Cars,” “Segtaf Auto Sales,” and “Segtaf Segtaf,” without first registering the fictitious name with the Corporations Bureau, as required by Section 303(b) of the Fictitious Names Act, 54 Pa.C.S. § 303(b).

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

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law; and
- b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law.

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

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

107. 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 for this Honorable Court to issue an Order:

- A. Declaring the Defendants' conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- B. Directing the Defendants to comply with the Consumer Protection Law and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- D. Directing Defendants to pay the Commonwealth for the costs of its prosecution of this action; and
- E. Granting such other relief as the Court deems necessary and appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
ATTORNEY GENERAL

Date: 08/08/2024

By:



Kevin R. Green (PA ID No. 321643)
Deputy Attorney General
Phone: 412-235-9078
Email: kgreen@attorneygeneral.gov

Jesse F. Harvey (PA ID No. 63435)
Chief Deputy Attorney General
Phone: 412-565-2883
Email: jharvey@attorneygeneral.gov

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

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL
MICHELLE A. HENRY,

Petitioner,

v.

SEGTAf AUTOMOBILE, LLC, *et al.*,

Defendants.

CIVIL DIVISION

Code 020 – Equity

Case No. _____

VERIFICATION

I, Rodney Troupe, hereby state that I am a Senior Civil Investigator 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: AUGUST 8, 2024

By: _____

Rodney Troupe
Senior Civil Investigator

EXHIBIT A



Mimi's

Used Cars & Foreign Cars

412-576-0222

2107t West Run Road Munhall, PA 15120

2107 T







EXHIBIT B-1



Seun Wosho

509 followers · 66 following



Message

Follow

Add friend



Posts About Reels Photos Videos Friends More

Intro

Humble and understanding

- Profile · Digital creator
- Former Supervisor de Ventas at PFQC
- Studied Science at methodist high school express way ibadan
- Studied at Community College of Allegheny County -- Nursing Alumni
- Lives in Pittsburgh, Pennsylvania
- From Sagamu



Featured

Photos

See all photos



Posts

Filters

Seun Wosho · Follow
Reels · Mar 18

ing Wylin' - Good Energy

6 likes, 1 comment

Seun Wosho updated his profile picture.
March 17 · 🌐

16 likes · 4 comments · 1 share

Share

View more comments

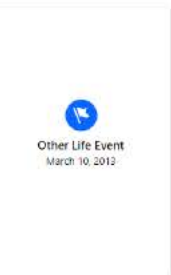
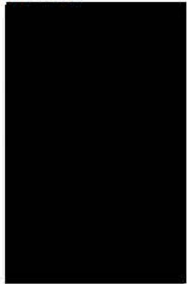
Olumide Omonika
More money in your
10w

Seun Wosho · Follow
Reels · Mar 11



Life events

[See all](#)



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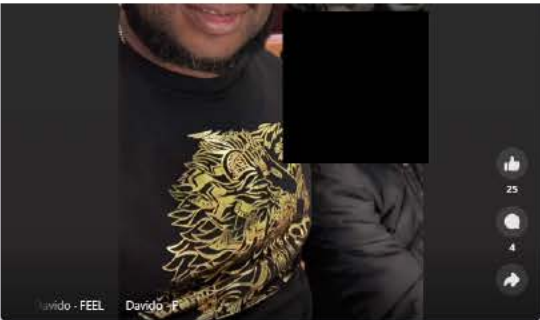


EXHIBIT B-2



Seun Wosho

Customers relation humble and communicate

3.3 · 89 followers

Follow

View profile

About

Reasonable price and humble

Seller Ratings



Based on 19 ratings

Wosho's strengths

Here's what buyers appreciate about Wosho:


Pricing (8)

Item Description (5)

Punctuality (6)


Communication (7)


About

 Lives in Pittsburgh, Pennsylvania

Wosho's Listings

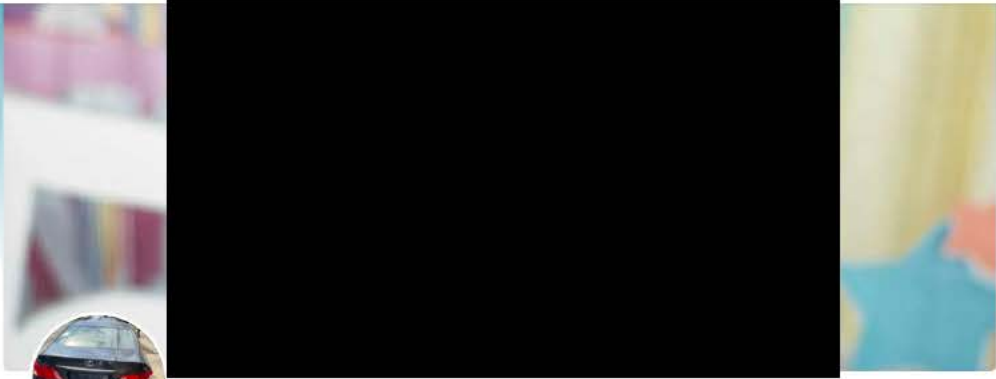
 Search Listings

Available & in stock 

Sort by 

**\$2,900****2007 Honda pilot LX
Sport Utility 4D**Homestead, PA
237K miles**\$2,800****2010 Chrysler pt cruiser
Classic Sport Wagon 4D**Homestead, PA
155K miles**\$3,800** ~~\$4,000~~**2013 Honda civic LX
Sedan 4D**Homestead, PA
209K miles**\$3,600** ~~\$3,800~~**2011 Toyota camry LE
Sedan 4D**Homestead, PA
209K miles**\$2,000** ~~\$2,300~~**2004 Chevrolet monte
carlo LS Coupe 2D**Homestead, PA
223K miles

EXHIBIT C-1



Ayomilekan Ogike
13 friends

Add friend Message

Posts About Friends Photos Videos Check-ins More

Intro

I'm humble understanding and patient person

- Works at TVC Plus
- Studied at University of Pittsburgh
- Went to Point Park University
- From Pittsburgh, Pennsylvania
- In an open relationship

Photos

See all photos

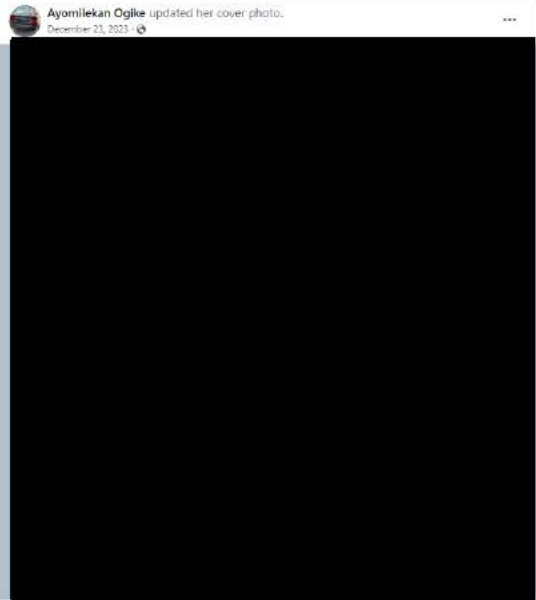


Posts

Filters



Share



Share

Ayomilekan Ogike
December 22, 2023

In a Relationship
December 23, 2023

Like Comment Share

Write a comment...





 Share

EXHIBIT C-2

Marketplace

Home

Watchlist

Messages

Profile

Settings

Items

Categories

Recently viewed

Adverts

Guidelines

Today's picks

Ayomilekan Oigke

Joined Facebook in 2023

6 active listings

Follow

Message

View profile

Seller Ratings

★★★★★

based on 11 ratings

Ayomilekan's strengths

Item description (4) Pricing (1) Punctuality (1) Communication (3)

Seller reviews (11)

Reviews: Fairly quick communication

Good Car - good price - good seller

Reviews by

Things that

Great seller

got the job

done

fast

and

easy to

return car

to

rental

and

was

trying

to

go

Like

1

Like

3

Like

About

Very responsive to messages. Typically replies within an hour.

Joined Facebook in 2023

Ayomilekan's Listings

Search listings

All listings

Sort by

\$3,700

2015 Nissan Altima 2.5 S Sedan 4D

Pittsburgh, PA

21K miles

\$2,800

2009 Ford escape XLT Sport Utility 4D

Pittsburgh, PA

30K miles

\$3,000

2004 Honda odyssey EX-L Minivan 4D

Pittsburgh, PA

147K miles

\$2,100

2010 Ford escape Limited Sport Utility 4D

Pittsburgh, PA

21K miles

\$2,400

2007 Saturn ion 2 Sedan 4D

Pittsburgh, PA

23K miles

Pending: \$2,800

2012 Nissan versa S Hatchback 4D

Pittsburgh, PA

17K miles

\$2,300

2003 Mazda b-series regular cab 5000 Dual...

Pittsburgh, PA

262K miles

EXHIBIT D-1



Search Facebook



Segtaf Segtaf

9 friends

Add friend

Message



Posts

About

Friends

Photos

Videos

Check-ins

More



Intro

Photos

[See all photos](#)

Posts

Filters

Segtaf Segtaf updated her cover photo.
September 28, 2023



Share

Segtaf Segtaf updated her profile picture.
September 28, 2023



Share

[Privacy](#) · [Consumer Health](#) · [Privacy](#) · [Terms](#) · [Advertising](#) · [Ad Choices](#) · [Cookies](#) · [More](#) · Meta © 2024

EXHIBIT D-2

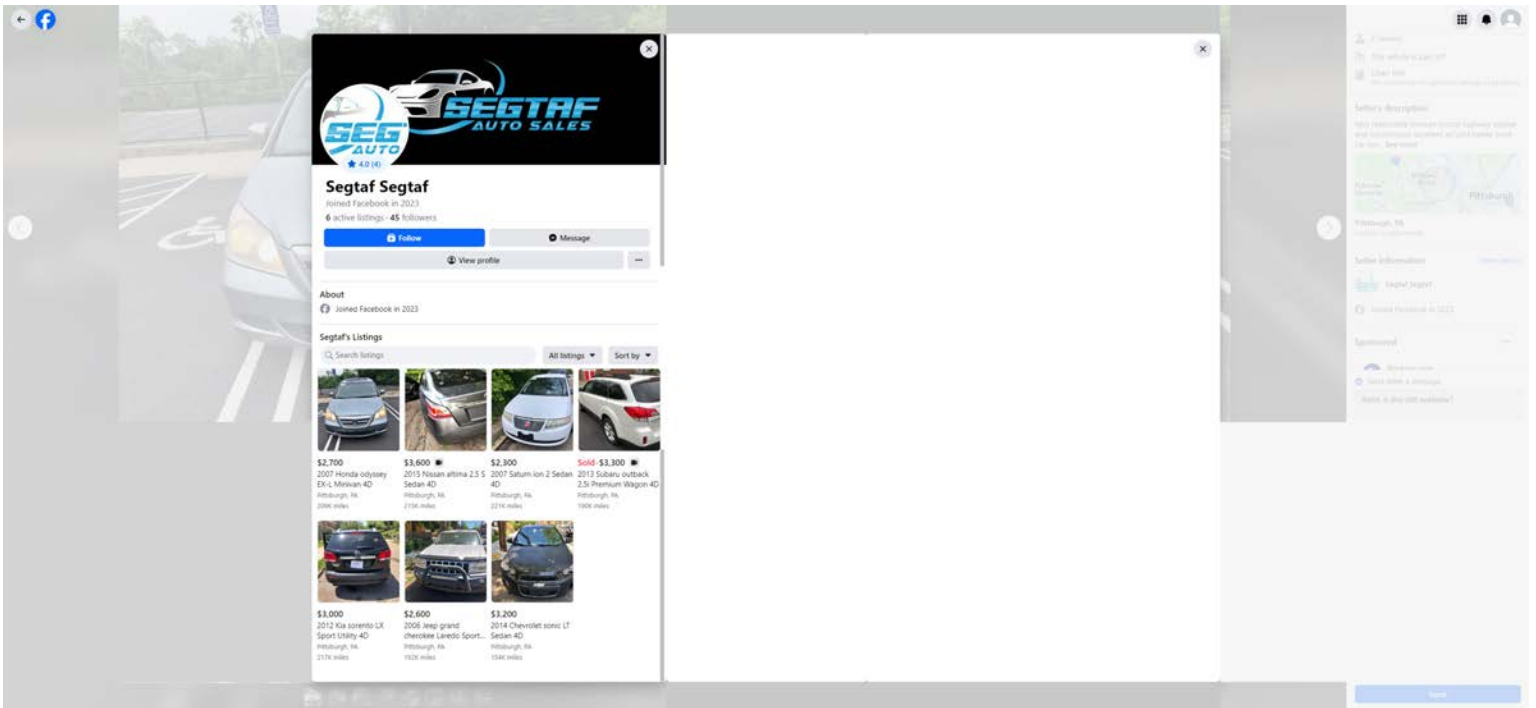


EXHIBIT E-1



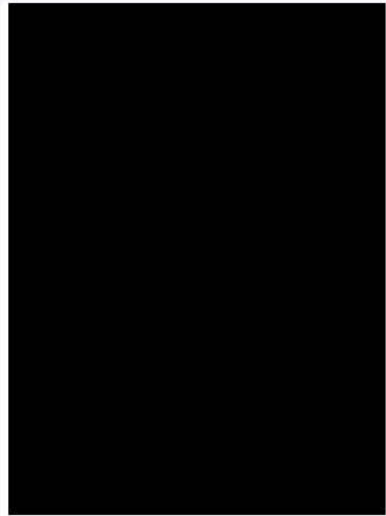
Scott Weber
23 friends

[Add friend](#) [Message](#) [...](#)

[Posts](#) [About](#) [Friends](#) [Photos](#) [Videos](#) [Check-ins](#) [More](#) [...](#)

Intro

Photos [See all photos](#)



Posts [Filters](#)

 **Scott Weber** updated his profile picture.
May 22 at 1:20 PM · [...](#)



[Share](#)

EXHIBIT E-2



2002 Honda civic LX Sedan 4D

\$2,300

Listed a week ago in Pittsburgh, PA



About this vehicle

- Driven 168,000 miles
- Automatic transmission
- Exterior color: Silver · Interior color: Grey
- Fuel type: Gasoline
- 26.0 MPG city · 34.0 MPG highway · 29.0 MPG combined
- 2 owners
- Clean title
This vehicle has no significant damage or problems.

Seller's description

Very reasonable sedan car engine and transmission great ac/cold heater works car runs smooth clean title in hand only serious enquire
See less



Send seller a message

Hi Scott, is this still available?

Send



- Fuel type: Gasoline
- 26.0 MPG city · 34.0 MPG highway · 29.0 MPG combined
- 2 owners
- Clean title
This vehicle has no significant damage or problems.

Seller's description

Very reasonable sedan car engine and transmission great ac/cold heater works car runs smooth clean title in hand only serious enquire See less



Pittsburgh, PA
Location is approximate

Seller information

[Seller details](#)



Scott Weber

Joined Facebook in 2018

Send seller a message

Hi Scott, is this still available?

Send

EXHIBIT F-1








Ayinke Ogunsola
6 friends

[Add friend](#) [Message](#)

[Posts](#) [About](#) [Friends](#) [Photos](#) [Videos](#) [Check-ins](#) [More](#)

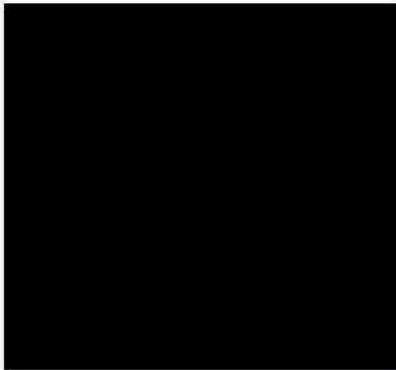
Intro

Everyday that my world

-  Works at AMARE Centro de Nutricion y Healthy Market
-  Studied at Robert Morris University
-  Lives in Pittsburgh, Pennsylvania
-  From Orlando, Florida
-  Married


Photos


[See all photos](#)





Posts


[Filters](#)


 **Ayinke Ogunsola**
June 8 · 🌐 · 📍






Got Married
June 8

 Like

 Comment

 Share

 Write a comment...




 **Ayinke Ogunsola** updated her profile picture.
June 8 at 7:27 PM · 🌐



 Share

EXHIBIT F-2

<https://www.facebook.com/marketplace/profile/61560405164711/>





X


Ayinke Ogunsola

Joined Facebook in 2024

2 active listings


 Follow


 Message

 View profile

...

About


 Lives in Pittsburgh, Pennsylvania

 Joined Facebook in 2024


Ayinke's listings

Available & in stock ▼

Sort by ▼



\$3,500
2017 Ford escape SE
Sport Utility 4D
Pittsburgh, PA
265K miles



\$3,000
2010 Chevrolet aveo LT
Sedan 4D
Pittsburgh, PA
105K miles

EXHIBIT G-1

SEGTAf AUTOMOBILE BILL OF SALES

Date 3/21/23

Segtaf automobile LLC
330 E Commerce Street Bridgeton
NJ 08302
4125871704

Vehicle Information

VIN [REDACTED] Model Ford Focus
Make FORD Mileage 152,399
Year 2005 Add-ons _____
Color Silver

The undersigned purchaser acknowledges receipt of the above vehicle in exchange for the sum of _____ Dollars (\$ 2,000), being the price agreed by the purchaser with the vendor for the above-named vehicle, receipt of which the vendor hereby acknowledges. It is understood the vehicle is sold as seen, tried, and approved by the purchaser without any representations, warranties, or conditions expressed or implied whatsoever.

AS IS DISCLOSURE STATEMENT

This vehicle is sold "AS IS" and dealer hereby expressly disclaims all warranties, either express or implied warranties merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability", based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

Purchase Signature [REDACTED]

Name [REDACTED]

Address [REDACTED]

City, State, ZIP Code [REDACTED]

Phone [REDACTED]

Vendor SEGTAf Auto LLC

Vendor Signature [Signature]

EXHIBIT G-2



Seun Wosso

Payment to \$abdultaofeek

\$2,500.00

Tuesday at 12:08 PM

✓ Completed

Web Receipt

EXHIBIT G-3

3/21/2023 1:23 PM

Sales Receipt #262676

Store: 1

Workstation: 1

Jack Maggs Agency

1700 Saw Mill Run Blvd.

Pittsburgh, PA 15210

412-884-5800

Cashier:

| Item Name | Qty | Price | Ext Price |
|----------------------|-----|----------|-----------|
| Sales Tax | 1 | \$140.00 | \$140.00 |
| Title Fee | 1 | \$58.00 | \$58.00 |
| Registration-Car | 1 | \$39.00 | \$39.00 |
| Local Use Fee | 1 | \$5.00 | \$5.00 |
| Open State Fee | 1 | \$2.00 | \$2.00 |
| Title/Plate | 1 | \$73.00 | \$73.00 |
| Online Title - State | 1 | \$12.00 | \$12.00 |
| Online Title - Fee | 1 | \$8.00 | \$8.00 |

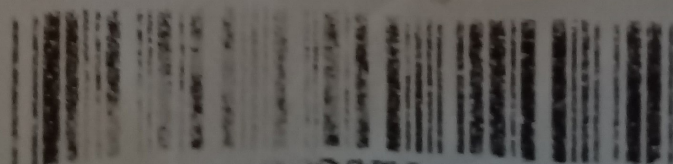
Subtotal: \$337.00

AlighyCnty 0 % Tax + \$0.00

RECEIPT TOTAL: \$337.00

Cash: \$337.00

Hope to see you again soon!



262676

EXHIBIT G-4



Driven 148,000 miles



Automatic transmission



Exterior: Silver · Interior: Beige



Fuel type: Gasoline



Clean title

This vehicle has no significant damage or problems.



1 owner



This vehicle is paid off

Description

Very reliable car gas saver engine and transmission is excellent ac/cold heater works great brands tires car run and drive clean title in hand serious enquire no trade

Seller Location



Homestead, PA

Location is approximate

Seller information

[Seller details](#)

 Seun Wosho



[Review Seller](#)

EXHIBIT G-5













EXHIBIT H-1

2:58

80%



Sold 2007 Honda Pilot · EX-L Sport
Utility 4D

\$3,200

 Driven 205,000 miles

 Automatic transmission

 Listed over a week ago in Homestead, PA

 Saved by 14 other shoppers

 Message sent to seller

Chat with seller





Sold 2007 Honda Pilot · EX-L Sport Utility 4D

\$3,200



Driven 205,000 miles



Automatic transmission



Listed over a week ago in Homestead, PA



Saved by 14 other shoppers



Message sent to seller

Chat with seller



Alert



Save



Share



Copy This Listing

About This Vehicle



Driven 205,000 miles



Automatic transmission



Exterior: White · Interior: Brown



Fuel type: Gasoline



15.0 MPG city · 20.0 MPG highway · 17.0 MPG combined



Seats 8 people



Clean title

This vehicle has no significant damage or problems.



2 owners



This vehicle is paid off





Very reliable suv engine and transmission shift
great ac/heater works great good tires clean title
in hand runs smoothly will pass pa inspection

Seller Location



Homestead, PA

Location is approximate

Seller information

[Seller details](#)



Seun Wosho

★★★★☆ 15

[Review Seller](#)

Products related to this item

Sponsored



FactoryPure



192



GoSunoco



26



EXHIBIT H-2

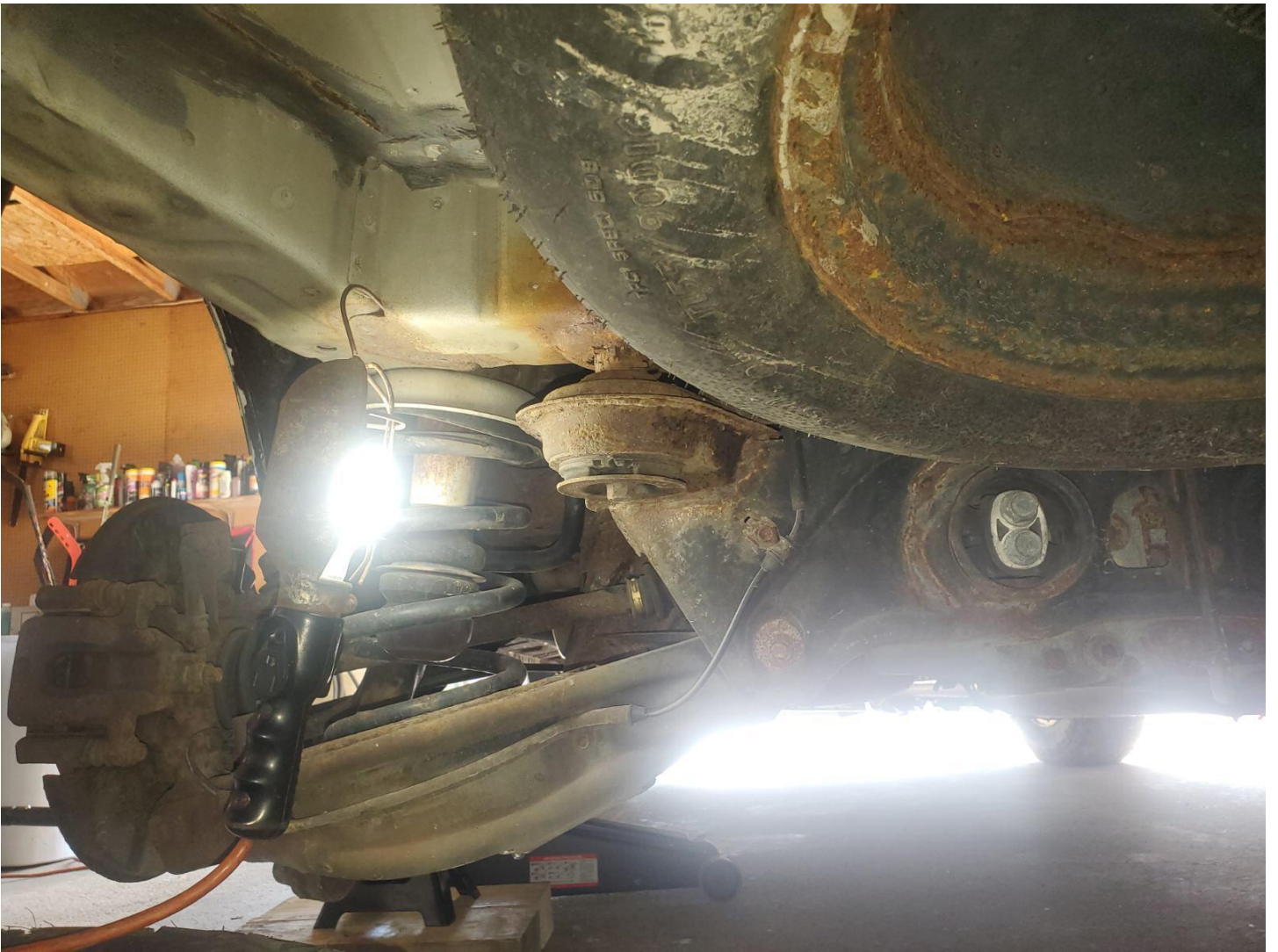








EXHIBIT H-3

C and D Car Care
 127 Myers Rd
 Carrolltown, PA 15722-
 (814) 344-8054



WORK ORDER
Page 1

| Customer |
|------------|
| [REDACTED] |

| Vehicle |
|------------------------------------------------|
| 2007 HONDA PILOT 3.5L V6 SOHC GAS MFI FI J35Z1 |
| VIN: [REDACTED] |
| Odometer: 210,776 |
| License Plate: LYR2714 (PA) |

Ref No: 18630

PO No: Pilot

Date: 4/17/2023 5:47 PM

| No | Mfr | Item No | Description | Qty | List | Core | Total |
|----|-----|-----------|------------------------------------|-----|---------|-----------|-----------|
| 1 | FSS | 342465 | Suspension Shock Absorber | 2 | \$67.00 | | \$134.00 |
| 2 | MSB | SBK750124 | Suspension Stabilizer Bar Link Kit | 2 | \$43.44 | | \$86.88 |
| 3 | DAY | 5060840 | Serpentine Belt | 1 | \$58.25 | | \$58.25 |
| 4 | PHI | H11B1 | Headlight Bulb | 2 | \$23.27 | | \$46.54 |
| 5 | PHI | 168CP | Side Marker Light Bulb | 2 | \$1.63 | | \$3.26 |
| 6 | PHI | 7443CP | Brake Light Bulb | 2 | \$3.96 | | \$7.92 |
| 7 | | 1 | Labor (labor) | 13 | \$68.00 | | \$884.00 |
| 8 | | PSI | PA State Inspection (labor) | 1 | \$26.81 | | \$26.81 |
| 9 | | EMI | Emissions Test (labor) | 1 | \$32.57 | | \$32.57 |
| 10 | | | Core Credit - 19-B2675 | 1 | \$0.00 | (\$28.00) | (\$28.00) |
| 11 | SAW | 230261B | Rear Spindle | 2 | \$95.00 | | \$190.00 |
| 12 | A1C | 14-1434 | Disc Brake Caliper Bracket | 1 | \$54.57 | \$6.00 | \$60.57 |
| 13 | | | Core Credit - 14-1434 | 1 | \$0.00 | (\$6.00) | (\$6.00) |

TERMS: A finance charge is made on all past due accounts at the rate of 2% per month (24% per annum) on the unpaid balance. In the event this and/or other invoices are referred to an attorney or agency for collection, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee.

| | |
|---------------------|------------|
| Total Parts: | \$587.42 |
| Total Labor: | \$943.38 |
| Total Other: | (\$34.00) |
| Supplies: | \$15.00 |
| Haz Mat: | \$0.00 |
| Discount: | \$0.00 |
| Sub-Total: | \$1,511.80 |

| | |
|------------------|-------------------|
| Sales Tax | |
| @ 6%: | \$39.35 |
| TOTAL: | \$1,551.15 |

Received By: _____

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
By ATTORNEY GENERAL
MICHELLE A. HENRY,

Petitioner,

v.

SEGTAf AUTOMOBILE, LLC, *et al.*,

Defendants.

CIVIL DIVISION

Code 020 – Equity

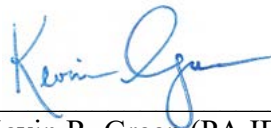
Case No. _____

CERTIFICATE OF COMPLIANCE

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

Date: 08/08/2024

By:



Kevin R. Green (PA ID No. 321643)
Deputy Attorney General
For the Plaintiff