

3. DW Motor Sales was licensed as an Installment Seller, License No. 1616 (the "License"), under the MVSFA.¹

4. The License expired on October 1, 2007.

5. DW Motor Sales was re-licensed as an Installment Seller, License No. 19638, under the MVSFA on May 13, 2008.

6. Between October 1, 2007, and May 13, 2008, DW Motor Sales entered into three (3) motor vehicle sales finance contracts ("Contracts").

7. By entering into the Contracts, DW Motor Sales was engaging in the business of an installment seller without being licensed as an installment seller.

8. Section 4.1 of the MVSFA provides, in relevant part, that "no person shall engage or continue to engage in this Commonwealth either as principal, employe, agent or broker; [i]n the business of an installment seller of motor vehicles under installment sales contracts, except as authorized in this act, under license issued by the Department. . ." 69 P.S. § 604.1.

9. Section 37.1 of the MVSFA grants the Department the authority to issue orders as may be necessary for the enforcement of the MVSFA. 69 P.S. § 637.1.

10. Section 37.D of the MVSFA provides that "[a]ny person required to be licensed under this act that violates this act or directs a violation or who engages in any activity for which a license could be suspended or revoked under section 10 shall be subject to a civil penalty levied by the department of not more than two thousand dollars (\$2,000) for each offense." 69 P.S. § 637.D.

VIOLATION

11. DW Motor Sales is in violation of Section 4.1 of the MVSFA by engaging in the business of an installment seller when it was not licensed. 69 P.S. § 604.1.

¹ At the time of licensure with License No. 1616 DW Motor Sales was using the name D.W. Motor Sales.

RELIEF

12. Fine. Within thirty (30) days of the Effective Date of this Order, DW Motor Sales will pay to the Department a fine in the amount of \$300.

FURTHER PROVISIONS

13. Consent. DW Motor Sales hereby knowingly, willingly, voluntarily and irrevocably consents to the entry of this Order pursuant to the Bureau's order authority under the MVSFA, and agrees that it understands all of the terms and conditions contained herein. DW Motor Sales, by voluntarily entering into this Order, waives any right to a hearing or appeal concerning the terms, conditions and/or penalties set forth in this Order.

14. Consumer's Rights. This Order shall not limit or impair a consumer's rights under Section 35 of the MVSFA. 69 P.S. § 635.

15. Publication and Release. DW Motor Sales consents to the publication and release of this Order.

16. Entire Agreement. This Order contains the whole agreement between the parties. There are no other terms, obligations, covenants, representations, statements, conditions, or otherwise, of any kind whatsoever concerning this Order. This Order may be amended in writing by mutual agreement by the Bureau and DW Motor Sales.

17. Binding Nature. The Bureau, DW Motor Sales, and all officers, owners, directors, employees, heirs and assigns of DW Motor Sales intend to be and are legally bound by the terms of this Order.

18. Counsel. This Order is entered into by the parties upon full opportunity for legal advice from legal counsel.

19. Effectiveness. DW Motor Sales hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order (the "Effective Date").

20. Other Enforcement Action.

(a) The Department reserves all of its rights, duties, and authority to enforce all statutes, rules and regulations under its jurisdiction against DW Motor Sales in the future regarding all matters not resolved by this Order.

(b) DW Motor Sales acknowledges and agrees that this Order is only binding upon the Department and not any other local, state or federal agency, department or office regarding matters within this Order.

21. Authorization. The parties below are authorized to execute this Order and legally bind their respective parties.

22. Counterparts. This Order may be executed in separate counterparts.

23. Titles. The titles used to identify the paragraphs of this document are for convenience of reference only and do not control the interpretation of this document.

WHEREFORE, in consideration of the foregoing, including the recital paragraphs, the Bureau and DW Motor Sales intending to be legally bound, do hereby execute this Consent Agreement and Order.

**FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING
BUREAU OF COMPLIANCE, INVESTIGATION
AND LICENSING**

Ryan M. Walsh, Administrator
Bureau of Compliance, Investigation
And Licensing
Department of Banking

Date: August 6, 2008

FOR DOUGLAS F. WALKER d/b/a DW MOTOR SALES

(Officer/Signature)

DOUGLAS F WALKER
(Printed Officer Name)

OWNER
(Title)

Date: 8-4-08