

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF BANKING

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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF BANKING, BUREAU  
OF SUPERVISION AND ENFORCEMENT

DOCKET No. 08 0049 (CO)

v.

DUSTIN E. MATTOCKS  
d/b/a VILLAGE AUTO

**CONSENT AGREEMENT AND ORDER**

The Commonwealth of Pennsylvania, acting through the Department of Banking, (the "Department"), Bureau of Supervision and Enforcement, (the "Bureau") has reviewed the business practices of Dustin E. Mattocks d/b/a Village Auto ("Village Auto"), and its officers, employees and directors. Based on the results of its review, the Bureau believes that Village Auto operated in violation of the Motor Vehicle Sales Finance Act (the "MVSFA"), 69 P.S. § 601 *et seq.* The parties to the above captioned matter, in lieu of litigation, hereby stipulate that the following statements are true and correct in the settlement of the above-captioned matter and, intending to be legally bound, hereby agree to the terms of this Consent Agreement and Order (the "Order").

**BACKGROUND**

1. The Department is the Commonwealth of Pennsylvania's administrative agency authorized and empowered to administer and enforce the MVSFA.
2. The Bureau is primarily responsible for administering and enforcing the MVSFA for the Department.

3. Village Auto was licensed as an Installment Seller, License No. 16963 (the "License"), under the MVSFSA.

4. The License expired on October 1, 2007.

5. Village Auto was re-licensed as an Installment Seller, License No. 19268, under the MVSFSA on January 16, 2008.

6. Between October 1, 2007, and January 16, 2008, Village Auto entered into seven (7) motor vehicle sales finance contracts ("Contracts").

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

8. Section 4.1 of the MVSFSA provides that "no person shall engage or continue to engage in this Commonwealth either as principal, employee, 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.D of the MVSFSA 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**

10. Village Auto is in violation of Section 4.1 of the MVSFSA by engaging in the business of an installment seller when it was not licensed. 69 P.S. § 604.1.

## **RELIEF**

11. Fine. Within thirty (30) days of the Effective Date of this Order, Village Auto will pay to the Department a fine in the amount of \$700.

## **FURTHER PROVISIONS**

12. Consent. Village Auto 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. Village Auto, 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.

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

14. Publication and Release. Village Auto consents to the publication and release of this Order.

15. 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 Village Auto.

16. Binding Nature. The Bureau, Village Auto, and all officers, owners, directors, employees, heirs and assigns of Village Auto intend to be and are legally bound by the terms of this Order.

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

18. Effectiveness. Village Auto hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order (the "Effective Date").

19. 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 Village Auto in the future regarding all matters not resolved by this Order.

(b) Village Auto 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.

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

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

22. 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 Village Auto intending to be legally bound, do hereby execute this Consent Agreement and Order.

**FOR THE COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF BANKING  
BUREAU OF SUPERVISION  
AND ENFORCEMENT**

Ryan M. Walsh, Administrator  
Bureau of Supervision and  
Enforcement  
Department of Banking

Date: March 6, 2008

**FOR DUSTIN E. MATTOCKS d/b/a VILLAGE AUTO**

DUSTIN MATTOCKS  
(Printed Officer Name)

OWNER  
(Title)

Date: 02-29-08