



3. King Chrysler was licensed as an Installment Seller under the MVSFA, License No. 13904 (“License”), at its principal place of business located at 3239 Wilmington Rd, New Castle, PA 16105-1133 (“Principal Place”).

4. The License expired on October 1, 2007.

5. Between October 1, 2007 and December 10, 2007, King Chrysler sold twenty-nine (29) motor vehicles through installment sale contracts without a license.

6. On December 10, 2007, King Chrysler obtained another Installment Seller License from the Department, License No. 19117, under the MVSFA.

### VIOLATION

7. Section 4.1 of the MVSFA provides that “no person shall engage or continue to engage in this Commonwealth either as principal, employee, agent or broker; 1. In the business of an installment seller of motor vehicles under installment sale contracts, except as authorized in this act, *under license issued by the department . . .*” 69 P.S. § 604.1 (emphasis added).

8. An installment seller is “a person engaged in the business of selling, hiring or leasing motor vehicles under installment sale contracts . . .” 69 P.S. § 603.

9. By selling 29 motor vehicles under installment sale contracts at its Principal Place without a license, King Chrysler engaged in the business of installment sales in violation of *Section 4.1 of the MVSFA*.

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 . . . 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.

## RELIEF

11. Fine. Within thirty (30) days of the Effective Date of this Order, King Chrysler will pay to the Department a fine in the amount of \$2,900. Payment shall be remitted by certified check or money order made payable to the "Department of Banking" and shall be sent to the attention of Non-Depository Institutions, Supervision and Enforcement located at 17 N. Second Street, Suite 1300, Harrisburg, PA 17101.

12. Corrective Action. King Chrysler agrees to comply with the provisions of the MVSFSA as long as it is doing business as set forth in the MVSFSA.

## FURTHER PROVISIONS

13. Consent. King Chrysler hereby knowingly, willingly, voluntarily and irrevocably consents to the entry of this Order pursuant to the Bureau's order authority under the MVSFSA, and agrees that it understands all of the terms and conditions contained herein. King Chrysler, 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. Consumers' Rights. This Order shall not limit or impair any consumers' rights as set forth under Section 35 of the MVSFSA. 69 P.S. § 635.

15. Publication and Release. King Chrysler 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 King Chrysler.

17. Binding Nature. The Bureau, King Chrysler, and all officers, owners, directors, employees, heirs and assigns of King Chrysler 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. King Chrysler hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order (“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 King Chrysler in the future regarding all matters not resolved by this Order.

(b) King Chrysler 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 King Chrysler 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** - - - - -

---

Bureau of Supervision and  
Enforcement  
Department of Banking

Date: February 11, 2008

FOR KING CHRYSLER/JEEP DODGE, LLC

President  
(Title)

Date: 2/05/08