

3. John K. Nudo d/b/a John Nudo Auto Sales ("John Nudo") is a sole proprietorship that engages in the business of selling motor vehicles located at 114 Laughlin Street, Dawson, Pennsylvania 15428.

4. As part of his business, John Nudo advertises "buy-here-pay-here sales" meaning that he provides financing to consumers that purchase his vehicles.

5. The financing allows consumers to purchase a vehicle from John Nudo by entering into a written contract with terms that include a down payment followed by monthly payments until the vehicle is paid in full.

6. The contract constitutes an "installment sale contract" as defined in the MVSFSA. *See* 69 P.S. § 603 (defining installment sale contract as "any contract for the retail sale of a motor vehicle . . . under which part or all of the price is payable in two or more scheduled payments subsequent to the making of such contract. . .").

7. By engaging in the sale of motor vehicles through installment sale contracts, John Nudo is engaging in the business of an installment seller. *See* 69 P.S. § 603 (defining installment seller as "a person engaged in the business of selling, hiring or leasing motor vehicles under installment sales contracts. ").

8. The MVSFSA requires persons that engage in the business of an installment seller of motor vehicles under installment sale contracts to be licensed by the Department. *See* 69 P.S. § 604.1.

9. John Nudo is not licensed as an installment seller by the Department.

10. However, on or about October 5, 2010, John Nudo submitted an application for an installment sale license with the Department; the application is currently pending.

11. As part of the investigation into the application, the Bureau found that John Nudo entered into 43 installment sale contracts for the sale of motor vehicles with consumers between January 1, 2009 and October 31, 2010.

VIOLATION

12. By entering into 43 installment sale contracts for the sale of motor vehicles with consumers without being licensed by the Department, John Nudo engaged in unlicensed activity in violation of Section 4.1 of the MVSFA.

AUTHORITY

13. The Department has the authority to issue orders as may be necessary for the enforcement of the MVSFA. 69 P.S. § 637.1.

14. Section 37.D of the MVSFA provides that “[a]ny person required to be licensed under this act that violates this act . . . 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

15. Fine. John Nudo shall pay a fine of \$4,300 in 10 installments of \$430 with the first installment due on January 1, 2011 and the remaining 9 installments due on the 1st of each month commencing February 1, 2011 and ending October 1, 2011. Payments shall be remitted by company checks, certified checks or money orders to be made payable to the “Department of Banking” and shall be delivered to: Department of Banking, Bureau of Compliance, Investigation and Licensing c/o Licensing Division located at Market Square Plaza, 17th North Second Street, Suite 1300, Harrisburg, PA 17101.

FURTHER PROVISIONS

16. Consent. John Nudo 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. John Nudo, 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.

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

18. Publication. The Department will publish this Order pursuant to its authority in Section 302.A.(5) of the Department of Banking Code. 71 P.S. § 733-302.A.(5).

19. 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 John Nudo.

20. Binding Nature. The Department and John Nudo intend to be and are legally bound by the terms of this Order.

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

22. Effectiveness. John Nudo hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order.

23. 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 John Nudo in the future regarding all matters not resolved by this Order.

(b) John Nudo 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.

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

25. Counterparts. This Order may be executed in separate counterparts and by facsimile.

26. 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 Department and John K. Nudo d/b/a John Nudo Auto 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**

Robert E. Knaub
Enforcement Administrator
Department of Banking

Date: 11/24/10

**FOR JOHN K. NUDO
d/b/a JOHN NUDO AUTO SALES**

(Officer Signature)

(Printed Officer Name)

OWNER
(Title)

Date: 11/24/2010