



3. The MVFSA requires anyone engaging in the business of an installment seller of motor vehicles under installment sales contracts to be licensed by the Department. 69 P.S. § 604.

4. The Department licensed Unique Motors as an Installment Seller, License No. 7949 through September 30, 2009.

5. The MVFSA requires installment sellers to submit a yearly renewal license application to the Department at least fifteen (15) days prior to October 1 of each year. 69 P.S. § 605.

6. Unique Motors failed to timely submit a license renewal application for License No. 7949 and the Department cancelled License No. 7949 on October 1, 2009. 69 P.S. § 605.

7. On November 6, 2009, Unique Motors submitted a new application for an Installment Seller license.

8. On March 8, 2010, the Department relicensed Unique Motors as an Installment Seller in accordance with the MVFSA under the License No. 30784.

9. Unique Motors submitted to the Department a list of contracts it entered into while unlicensed from November 6, 2009 to March 8, 2010.

10. The list showed Unique Motors entered into seven (7) motor vehicle installment sales contracts ("Sales Contracts") between October 1, 2009 and March 8, 2010.

11. Because the Department cancelled License No. 7949, the MVFSA prohibited Unique Motors from engaging in the "business of an installment seller of motor vehicles under installment sales contracts" without first obtaining an installment seller license from the Department. 69 P.S. § 604(1).

12. Unique Motors told the Department it failed to submit the renewal license application by the October 1, 2009 deadline due to a personal situation.

Authority of the Department

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

14. Section 637(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**

15. Unique Motors is in violation of Section 604(1) of the MVSFSA by engaging in the business of an installment seller while unlicensed. 69 P.S. § 604(1).

**RELIEF**

16. Fine. Unique Motors agrees to pay a fine of seven hundred dollars (\$700) which shall be due and payable to the Department within thirty (30) days of the Effective Date of this Order. The fine payment shall be remitted by certified check or money order made payable to the “Department of Banking” and sent to the attention of Compliance Division, Bureau of Compliance, Investigation and Licensing, 17 N. Second Street, Suite 1300, Harrisburg, PA 17101.

17. Corrective Measures. Upon the effective date of the Order, Unique Motors shall not engage in the business of installment sales if at any time they should become unlicensed.

**FURTHER PROVISIONS**

18. Consent. Unique Motors 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. Unique Motors, 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.

19. Publication and Release. Unique Motors consents to the publication and release of this Order.

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

21. 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 Unique Motors.

22. Binding Nature. The Department, Unique Motors, and all officers, owners, directors, employees, heirs and assigns of Unique Motors intend to be and are legally bound by the terms of this Order.

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

24. Effectiveness. Unique Motors hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order (the "Effective Date").

25. 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 Unique Motors in the future regarding all matters not resolved by this Order.

b. Unique Motors 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.

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

27. Counterparts. This Order may be executed in separate counterparts, by facsimile, and by PDF.

28. Titles. The titles used to identify the paragraphs of this document are for the 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 Ebert's Auto 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**

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

Date: August 19, 2010

**FOR UNIQUE MOTORS, INC.**

\_\_\_\_\_  
(Print Officer Name)

(Title)

Date: 8-18-10