

2. The Bureau is primarily responsible for administering and enforcing the MVSFSA for the Department.

3. Complete Auto's principal place of business is located at RR3 Box 3728, Factoryville, Pennsylvania 18419.

4. As of the Effective Date of this Order, Complete Auto has never held an installment seller license issued by the Department of Banking.

5. The Bureau conducted an examination ("Examination") of Complete Auto on December 6, 2010.

6. During its examination, the Bureau requested Complete Auto produce specific individual files.

7. Complete Auto encountered difficulties in producing some of the files because the files were not maintained at the place of business.

Unlicensed Installment Sales

8. Upon reviewing the files produced, the Bureau determined that Complete Auto entered into two (2) motor vehicle installment sale contracts while unlicensed.

9. The MVSFSA defines installment sale contracts to include "any contract for the retail sale of a motor vehicle, or which has a similar purpose or effect under which part or all of the price is payable in two or more scheduled payments subsequent to the making of such contract." 69 P.S. § 603(10).

10. The MVSFSA defines an installment seller as "a person engaged in the business of selling, hiring or leasing motor vehicles under installment sales contracts or any legal successor in interest to such person."

11. The MVSFSA prohibited Complete Auto 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. Complete Auto violated the MVSFSA because it entered into installment sale contracts without obtaining an installment seller license.

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. Complete Auto is in violation of Section 604.1 of the MVSFSA by engaging in the business of an installment seller without an installment seller license. 69 P.S. § 604.1.

RELIEF

16. Fine. Complete Auto agrees to pay a fine of two hundred dollars (\$200) 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 a company check, certified check or money order made payable to the Pennsylvania Department of Banking and sent to the attention of: Pennsylvania Department of Banking, Bureau of Compliance, Investigation and Licensing, Licensing Division, 17 N. Second Street, Suite 1300, Harrisburg, PA 17101.

17. Corrective Measures. Upon the Effective Date of this Order, Complete Auto shall not engage in the business of installment sales until such time as it becomes licensed as an installment seller by the Department.

FURTHER PROVISIONS

18. Consent. Complete Auto 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. Complete 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.

19. Publication and Release. Complete Auto 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 MVSFSA. 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 Complete Auto.

22. Binding Nature. The Department, Complete Auto, and all officers, owners, directors, employees, heirs and assigns of Complete Auto 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. Complete Auto 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 Complete Auto in the future regarding all matters not resolved by this Order.

b. Complete 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.

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.

