

3. Ellis Suzuki is located at 420 Hansen Avenue, Lyndora, Pennsylvania 16045-1608.

4. The Department licensed Ellis Suzuki as an Installment Seller, license no. 7711 through March 3, 2011.

5. On February 16, 2011, the Bureau received a written request from Ellis Suzuki to "terminate our license."

6. As of the date of the letter, Hansen Auto Inc. had only ever applied for and received one (1) license from the Department, license no 7711.

7. Based upon the request, the Bureau terminated Ellis Suzuki's only license, license no. 7711 on March 4, 2011.

8. In the interim, Ellis Suzuki realized that it had never obtained a license for its second location and had therefore accidentally requested the termination of its only license.

9. Ellis Suzuki explained to the Department that the failure to obtain a license for its second location was an oversight and unintentional.

10. Ellis Suzuki no longer maintains a second location.

11. Ellis Suzuki's execution of this Order and adherence to its terms is not an admission of wrongdoing by Ellis Suzuki.

Unlicensed Period

12. The MVSFA 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.

13. On October 5, 2011, Ellis Suzuki submitted a new application ("New Application") for an installment seller license in order to correct the termination of license no. 7711.

14. Ellis Suzuki attached to its New Application paperwork for all installment contracts it entered into while unlicensed.

15. Ellis Suzuki was not licensed to enter into installment contracts when it entered into installment contracts between March 4, 2011 and October 5, 2011.

16. Upon receiving and reviewing Ellis Suzuki's New Application, the Department granted Ellis Suzuki a new installment seller license, license no. 35870.

17. Because the Department cancelled license no. 7711, the MVSFA prohibited Ellis Suzuki 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).

Authority of the Department

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

19. Section 610(A)(2) of the MVSFA states that the Department may revoke or suspend any license where "[t]he licensee has violated any provision of this act." 69 P.S. § 610(A)(2).

20. Section 637(D) of the MVSFA 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

21. Ellis Suzuki is in violation of Section 604(1) of the MVSFA by engaging in the business of an installment seller while unlicensed. 69 P.S. § 604(1).

RELIEF

22. Fine. Ellis Suzuki agrees to pay a fine of two thousand dollars (\$2,000) which shall be due and payable to the Department in four (4) installments of five hundred dollars (\$500.00) each starting April 1, 2012 and ending July 1, 2012. 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 Bureau of Compliance and Licensing, 17 N. 2nd Street, Suite 1300, Harrisburg, PA 17101.

23. Corrective Measures. Upon the Effective Date of the Order, Ellis Suzuki shall not engage in the business of installment sales if at any time they should become unlicensed.

FURTHER PROVISIONS

24. Consent. Ellis Suzuki 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. Ellis Suzuki, 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.

25. Publication and Release. Ellis Suzuki consents to the publication and release of this Order.

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

27. 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 Ellis Suzuki.

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

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

30. Effectiveness. Ellis Suzuki hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order (the "Effective Date").

31. 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 Ellis Suzuki in the future regarding all matters not resolved by this Order.

b. Ellis Suzuki 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.

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

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

34. 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 Hansen Auto, Inc. d/b/a Ellis Suzuki intending to be legally bound do hereby execute this Consent Agreement and Order.

**FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING
BUREAU OF COMPLIANCE AND LICENSING**

Robert Knaub, Administrator
Bureau of Compliance and Licensing
Department of Banking

Date: 2/17/12

FOR HANSEN AUTO, INC. d/b/a ELLIS SUZUKI

(Officer Signature)

(Print Officer Name)

Pos
(Title)

Date: 2/12/12