



4. The Office was primarily responsible for administering and enforcing the MVSFSA for the Department.

5. The Office is primarily responsible for administering and enforcing the CCC for the Department.

6. Allegheny Ford Truck Sales principal place of business is located at Sixth and Bingham Streets, Pittsburgh, PA 15203.

#### Unlicensed Period

7. Under both the former MVSFSA and the current CCC, anyone engaging in the business of an installment seller of motor vehicles under installment sales contracts needs a license issued by the Department. 69 P.S. § 604, (12 Pa. C.S. § 6211(a)(1)).

8. Allegheny Ford Truck Sales submitted an application (“Application”) for an installment seller license on or around December 4, 2015.

9. Upon receiving and reviewing Allegheny Ford Truck Sales Application, the Department discovered that Allegheny Ford Truck Sales entered into forty seven (47) installment sale contracts from October 1, 2015 to present.

10. Allegheny Ford Truck Sales was not licensed to enter into installment contracts when it entered into the forty seven (47) installment contracts.

11. The former MVSFSA and the current CCC prohibit Allegheny Ford Truck Sales from engaging in the Commonwealth as an installment seller without first obtaining an installment seller license from the Department. 69 P.S. § 604.1 (12 Pa. C.S. § 6211(a)(1)).

12. The Department has not approved Allegheny Ford Truck Sales Application as of the date of this order.

13. Allegheny Ford Truck Sales is not licensed as an installment seller.

### Authority of the Department

14. The former MVSFA and the current CCC grant the Department the authority to issue orders as may be necessary for enforcement. 69 P.S. § 637.1, 12 Pa. C.S. § 6203(a)(5).

15. The Department may revoke or suspend any license where the licensee violated a provision of the MVSFA or the CCC. 69 P.S. § 610.A.1., 12 Pa. C.S. § 6218(a)(2).

16. The former MVSFA and the current CCC both provide that any person required to be licensed under either of those acts who violate the 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), 12 Pa. C.S. § 6274.

### **VIOLATION**

17. Allegheny Ford Truck Sales violated Section 604.1 of the MVSFA and Section 6211(a) of the CCC when it engaged in the business of an installment seller while unlicensed. 69 P.S. § 604.1, 12 Pa. C.S. § 6211(a)(1).

### **RELIEF**

18. Fine. Allegheny Ford Truck Sales agrees to pay a fine of four thousand seven hundred dollars (\$4,700). The fine will be due within thirty (30) days of the Effective Date of the Order as defined in paragraph 26 below. The fine payment shall be remitted by certified check or money order made payable to the “Department of Banking and Securities” and sent to the attention of: Department of Banking and Securities, Compliance Office, 17 N. 2nd Street, Suite 1300, Harrisburg, PA 17101-2290.

19. Corrective Action. Upon the Effective Date of this Order, Allegheny Ford Truck Sales shall not engage in the business of an installment seller in Pennsylvania unless it is licensed.

## FURTHER PROVISIONS

20. Consent. Allegheny Ford Truck Sales hereby knowingly, willingly, voluntarily and irrevocably consents to the entry of this Order pursuant to the Bureau's order authority under the CCC and agrees that it understands all of the terms and conditions contained herein. Allegheny Ford Truck Sales, 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.

21. Consumer's Rights. This Order shall not limit or impair a consumer's rights under CCC, 12 Pa. C.S. § 6236. (69 P.S. § 635).

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

23. 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 Allegheny Ford Truck Sales.

24. Binding Nature. The Department, Allegheny Ford Truck Sales, and all officers, owners, directors, employees, heirs and assigns of Allegheny Ford Truck Sales intend to be and are legally bound by the terms of this Order.

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

26. Effectiveness. Allegheny Ford Truck Sales hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes this Order ("Effective Date").

27. 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 Allegheny Ford Truck Sales in the future regarding all matters not resolved by this Order.
- b. Allegheny Ford Truck Sales 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.

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

29. Counterparts. This Order may be executed in separate counterparts and by facsimile or electronic mail in portable document format "PDF."

30. 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 of Banking and Securities, Compliance Office and Allegheny Ford Truck Sales Co. intending to be legally bound do hereby execute this Consent Agreement and Order.

FOR THE COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
BANKING AND SECURITIES,  
COMPLIANCE OFFICE

FOR ALLEGHENY FORD TRUCK SALES  
CO.

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John Talalai, Administrator  
Compliance Office  
Department of Banking and Securities

(Officer Signature)

Date: 1-15-2016

Tracy L. Naqy  
(Print Officer Name)

Office Manager  
(Title)

Date: 1/8/16