

3. On or around April 19, 2007, Croftcheck's became licensed as an installment seller, license no. 17841.

4. An August 2007 examination by the Department revealed that Croftcheck's had sold two (2) motor vehicles financed under installment sale finance contracts (the "Contracts") prior to becoming licensed on April 19, 2007.

5. By entering into the Contracts, Croftcheck's was engaging in the business of an installment seller without being licensed as an installment seller.

6. Section 4.1 of the MVSFA provides that "no person shall engage or continue to engage in this Commonwealth either as principal, employee, agent or broker, [i]n the business of an installment seller of motor vehicles under installment sales contracts, except as authorized in this act, under license issued by the Department. . ." 69 P.S. § 604.1.

7. Section 37.1 of 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.

8. Section 37.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

9. Croftcheck's is in violation of Section 4.1 of the MVSFA by engaging in the business of an installment seller when it was not licensed. 69 P.S. § 604.1.

RELIEF

10. Fine. Within thirty (30) days of the Effective Date of this Order, Croftcheck's shall pay the Department a fine in the amount of \$200 by certified check or money order made payable to the Department of Banking.

FURTHER PROVISIONS

11. Consent. Croftcheck's 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. Croftcheck's, 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.

12. Publication and Release. Croftcheck's consents to the publication and release of this Order.

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

14. 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 Croftcheck's.

15. Binding Nature. The Bureau, Croftcheck's, and all officers, owners, directors, employees, heirs and assigns of Croftcheck's intend to be and are legally bound by the terms of this Order.

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

17. Effectiveness. Croftcheck's hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order (the "Effective Date").

18. 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 Croftcheck's in the future regarding all matters not resolved by this Order.

b. Croftcheck's 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.

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

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

21. 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.

