

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF BANKING

FILED

2011 MAR 31 PM 2:17

---

COMMONWEALTH OF PENNSYLVANIA	:	PA DEPT OF BANKING
DEPARTMENT OF BANKING, BUREAU	:	DOCKET No. 11 <u>0066</u> (ENF-CO)
OF COMPLIANCE, INVESTIGATION AND	:	
LICENSING	:	
	:	
	:	
	:	
v.	:	
	:	
FUZZY DICE AUTO SALES, LLC	:	

---

**CONSENT AGREEMENT AND ORDER**

The Commonwealth of Pennsylvania, acting through the Department of Banking (the "Department"), Bureau of Examinations, has conducted an examination of Fuzzy Dice Auto Sales ("Fuzzy Dice"), and its officers, employees and directors. Based on the results of the examination, the Bureau of Compliance, Investigation and Licensing (the "Bureau") believes that Fuzzy Dice operated in violation of the Motor Vehicle Sales Finance Act (the "MVSFA"), 69 P.S. § 601 et seq. The parties to the above captioned matter, in lieu of litigation, hereby stipulate that the following statements are true and correct in the settlement of the above-captioned matter and, intending to be legally bound, hereby agree to the terms of this Consent Agreement and Order (the "Order").

**BACKGROUND**

1. The Department is the Commonwealth of Pennsylvania's administrative agency authorized and empowered to administer and enforce the MVSFA.
2. The Bureau is primarily responsible for administering and enforcing the MVSFA for the Department.

3. Fuzzy Dice is a licensed Installment Seller license no. 18803; effective October 19, 2007.

4. Fuzzy Dice's principal place of business is located at 773 Sunneytown Pike, Harleysville, PA 19438.

5. On August 24, 2010, the Department's Bureau of Examinations commenced an examination of Fuzzy Dice at the company's principal place of business.

### **ALLEGED VIOLATION**

#### Unlicensed Activity

6. It is the Bureau's position that between October 1, 2007, and October 19, 2007, Fuzzy Dice entered into one (1) motor vehicle installment sale contract (the "Contract").

7. By entering into the Contract, Fuzzy Dice was engaging in the business of an installment seller without being licensed as an installment seller.

8. Section 4.1 of the MVSFA provides, in relevant part, 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.

#### Default Charge

9. It was brought to the Department's attention on a separate issue that Fuzzy Dice was entering into contracts that disclosed a 4% default charge instead of the 2% default charge allowed under the MVSFA.

10. Section 21 of the MVSFA provides, in relevant part, that "A default charge may be collected on any installment payments which are not paid on or before the due date of such payments. A default charge may be collected on any contract subject to this act, regardless of the

class of vehicle as defined in section 19 or the method by which the finance charge is computed. Such default charge shall not exceed the rate of two percent (2%)..." 69 P.S. § 6021.

11. Section 37.D of the MVSFA provides, in relevant part, 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.

### **RELIEF**

12. Fine. Within thirty (30) days of the Effective Date of this Order, Fuzzy Dice shall pay to the Department a fine in the amount of \$100. The fine shall be payable by certified check or money order and remitted to the attention of the Bureau of Compliance, Investigation and Licensing, Pennsylvania Department of Banking, 17 N. Second Street, Suite 1300, Harrisburg, PA 17101.

13. Unlicensed Business. Upon the effective date of this Order, Fuzzy Dice shall not engage in the business of an installment seller when it is not licensed to do so.

14. Default Charge. Going forward, Fuzzy Dice shall not use installment Sales Contracts that provide the 2% default charge as described in the MVSFA.

### **FURTHER PROVISIONS**

15. Consent. Fuzzy Dice 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. Fuzzy Dice, 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.

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

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

18. 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 Fuzzy Dice.

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

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

21. Effectiveness. Fuzzy Dice hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes this Order.

22. 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 Fuzzy Dice in the future regarding all matters not resolved by this Order.

b. Fuzzy Dice 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.

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

24. Counterparts. This Order may be executed in separate counterparts, by facsimile or by PDF.

25. 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 Fuzzy Dice Auto Sales, LLC 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

John Palalai, Administrator  
Bureau of Compliance,  
Investigation and Licensing  
Department of Banking

Date: 3-29-2011

FOR FUZZY DICE AUTO SALES, LLC

\_\_\_\_\_  
(Officer Signature)

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

\_\_\_\_\_  
(Title)

Date: 3/24/11

RECEIVED  
2011 MAR 29 AM 8:05  
PA DEPT OF BANKING