

3. South Hills Audi is a Pennsylvania Business Corporation located at 453 Racetrack Road, Washington, Pennsylvania 15301.

4. On or about October 26, 2010, the Bureau conducted an on-site examination ("Examination") of South Hills Audi at its principal place of business in Washington, Pennsylvania.

Unlicensed Period

5. 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.

6. The MVSFA requires installment sellers to submit a yearly renewal license application to the Department at least fifteen (15) days prior to October 1 of each year. 69 P.S. § 605.

7. The Department licensed South Hills Audi as an Installment Seller, license no. 12448 through September 30, 2008.

8. South Hills Audi failed to timely submit a license renewal application for license no. 12448 and the Department cancelled license no. 12448 on October 1, 2008. 69 P.S. § 605, 609 P.S. § 607.D.

9. South Hills Audi submitted a new application ("New Application") for an installment seller license.

10. Upon receiving and reviewing South Hills Audi's New Application, the Department granted South Hills Audi a new installment seller license, license no. 27836 on November 30, 2008.

11. The Examination revealed that South Hills Audi entered into sixteen (16) installment contracts between October 1, 2008 and November 30, 2008.

12. South Hills Audi was not licensed to enter into installment contracts when it entered into the sixteen (16) installment contracts.

13. Because the Department cancelled license no. 18735, the MVSFA prohibited South Hills Audi 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

14. 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.

15. 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.

16. 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

17. South Hills Audi 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

18. Fine. South Hills Audi agrees to pay a fine of one thousand six hundred dollars (\$1,600) which shall be due and payable to the Department within thirty (30) days of the Effective Date of this Order as defined in paragraph 27. 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. Second Street, Suite 1300, Harrisburg, PA 17101.

19. Corrective Measures. Upon the Effective Date of the Order, South Hills Audi shall not engage in the business of installment sales if at any time it should become unlicensed.

20. Self Audit. Upon the Effective Date of this Order, South Hills Audi shall conduct a self audit to look for any overcharges of documentary fees related to all motor vehicle sales from August 25, 2009 through the October 26, 2010 examination date. South Hills Audi shall provide the results of the self audit to the Department along with proof of any and all refunds issued to consumers. These refunds shall, at the least, include the three consumers mentioned in the examination report in the amounts specified in Appendix A.

FURTHER PROVISIONS

21. Consent. South Hills Audi 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 South Hills Audi, 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.

22. Publication and Release. South Hills Audi consents to the publication and release of this Order.

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

24. 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 South Hills Audi.

25. Binding Nature. The Department, South Hills Audi, and all officers, owners, directors, employees, heirs and assigns of South Hills Audi intend to be and are legally bound by the terms of this Order.

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

27. Effectiveness. South Hills Audi hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order (the "Effective Date").

28. 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 South Hills Audi in the future regarding all matters not resolved by this Order.

b. South Hills Audi 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.

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

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

31. 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.

Consumer Name	Refund Amount Due
Redacted	\$60
Redacted	\$60
Redacted	\$60